

SPECIAL BOARD AGENDA

Friday September 11, 2015
CITY OF ARROYO GRANDE, CITY COUNCIL CHAMBERS
215 E. Branch Street. Arroyo Grande, California
1:30 p.m. to 2:30 p.m.
(Ending time is approximate)

Chairperson: Jim Guthrie
Director: Shelly Higginbotham

Vice Chair: Lynn Compton
Director: Barbara Nicolls

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency) by contacting the SCT offices at 781-1338. Please note that 48 hours advance notice will be necessary to honor a request.

NOTE: The Arroyo Grande City Council Chambers facility is served hourly by SCT Route 24.
Please call 541-2228 for more information.

CALL TO ORDER AND ROLL CALL

PUBLIC COMMENTS: This portion of the agenda is reserved for any members of the public to directly address the South County Transit Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

A. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following items:

- A-1 Conference with Labor Negotiator Geoff Straw concerning the following labor organization:
Teamsters Local 986
- A-2 Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: one case

B. INFORMATION AGENDA

- B-1 Administrator's Report (Receive)

South County Transit, operated by the San Luis Obispo Regional Transit Authority, is a Joint Powers Agency serving residents and visitors of: Arroyo Grande, Grover Beach, Pismo Beach, Shell Beach and Oceano

C. ACTION AGENDA

C-1 Transfer RTA Buses 1011 & 1012 to South County Transit (Action)

C-2 Settlement of Wage Order 9 Meal Breaks Pay Dispute (Action)

C-3 Appoint New Logo Subcommittee (Action)

D. CONSENT AGENDA: (Roll Call Vote) the following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the South County Transit Board or public wishes an item be removed. If discussion is desired by anyone, the item will be removed from the consent agenda and will be considered separately. Questions of clarification may be made by South County Area Transit Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.

D-1 SCT Minutes of June 11, 2015 (Approve)

E. DIRECTORS' COMMENTS

F. EXECUTIVE COMMITTEE MEMBERS' COMMENTS

ADJOURNMENT

Next South County Transit Board meeting: **October 21, 2015**

SOUTH COUNTY TRANSIT
September 11, 2015
STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Administrator's Report

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Information

BACKGROUND/DISCUSSION:

Bus Roadeo

RTA and SCT have successfully wrapped up "tryouts" to select the top competitors for a joint Bus Roadeo on Sunday September 20th between 9:00 AM and 1:00 PM. SCT will field top competitors Alfonso Ontiveros, Rod Pappas, Paul Lockett and Liza Montano in competition with two RTA Bus Operator teams and one RTA Maintenance team. All SCT Board members and their families are invited to attend and – if time permits – for Board members to get behind the wheel and test their bus driving skills. We will have a number of events going on, including presentations by the Sherriff's Department, flu shots, games, a barbecue, etc. Special prizes will be raffled off, too. Please contact me to RSVP so that we know how much food to have on hand.

Need to Update Agreement with SCT

The relationship between RTA staff and South County Transit staff has become strained over the past two years. This has required RTA staff members to spend a larger than anticipated number of hours administering the SCT program – both higher than budgeted and more than suggested in our 2001 agreement for services. Staff is working with the City Managers to develop a revised agreement for administrative oversight services, which will ultimately be considered by both the SCT and RTA Boards. Senior RTA staff members are also spending considerable time and resources negotiating a collective bargaining agreement between SCT Bus Operators / Utility workers and Teamsters Local 986. We expect any resulting agreement to better define roles, responsibilities and expectations.

As noted at the April SCT Board meeting, RTA provides administration and financial services on a fixed cost basis to SCT. These services include program administration, operations management, financial reporting and oversight, human resources, marketing, grant management, accounts payable, and Board administration. The administration charge for FY14-15 was \$64,530. This equated to approximately 1,000 hours of administrative staff time. The finance charge was \$14,230, which equated to roughly 250 hours. In total, this equated to 1,250 hours and an annual cost of \$78,760, based on the respective wage rates, prior to any overhead charges. Based on payroll timesheet audits, RTA staff members booked 1,458.50 total hours in FY14-15, and 546.50 in FY15-16 through August 29th. The RTA Board was informed at its September 2nd meeting that its staff was exceeding the number of budgeted

hours to administer the SCT program, as well as the need to update the Agreement between SCT and RTA. Staff will work with the SCT Executive Committee in the coming months to develop a new Agreement that includes a detailed scope of work. The final Agreement documents will be brought to each respective Board for consideration in early 2016 in time for the FY16-17 budget discussions.

Rabobank Bus Pass Sales Ceased

Rabobank has decided to no longer sell bus passes in SLO County as of August 1st. Although staff is disappointed in their decision, we are appreciative of the relationship we have had with Rabobank for selling passes essentially as a community service for the past four years. The good news is that the Cities of Arroyo Grande, Grover Beach and Pismo Beach sell SCT and Regional passes, so residents in these three cities are already served; that is not the same case across the county. It should be noted that as part of RTA's countywide effort to reestablish access to pass sales outlets, we have established a new pass sales outlet at the Oceano Community Service District offices, and we are striving to establish an outlet in nearby Nipomo.

Ticket Vending Machines Project

Staff is also focusing on implementing a Ticket Vending Machine at the SLO Government Center as soon as possible and potentially expanding the program to other sites in the county – including at the Pismo Outlets and Ramona Garden Park passenger facilities. This regional project is being led by RTA, and the first phase of the project (back-end infrastructure and the first TVM at Government Center) will be funded with Rural Transit Fund and Proposition 1B funds. RTA intends to release the Request for Proposal in the coming month and to include a variety of options that will meet the varying needs of communities in the county. An example of an outdoor and ruggedized TVM is shown at the right.



Operations:

After a comprehensive six-week training period, SCT would like to announce new SCT Bus Operators Liza Rosales Montano and Alfonso Ontiveros. Please welcome Alfonso and Liza to the SCT Team. Special thanks go out to Patricia Grimes and her team that help with classroom, behind-the-wheel and cadet training.

SCT also welcomes Jon Mackenzie as the afternoon SCT Supervisor. Staff conducted an open recruitment at both SCT and RTA for this supervisor position, and Jon was found to be the perfect candidate. Jon lives in Pismo Beach, had a 35-year career as a manager with Boy Scouts of America, and has been an RTA Bus Operator since January 2012. He is universally recognized as a caring and helpful person by both riders and co-workers alike. Please welcome Jon to the team.

With regard to the passenger shelter replacement at the Wal-Mart bus stop discussed at the April 2015 Board meeting, staff has provided comments on the final draft design documents to the property manager in late August. It is being considered as part of a package of site

improvements, so as soon as that package is approved SCT can move forward with our portion of the project. Staff has selected a local contractor to remove the old shelter and replace it with a newer shelter already in RTA's possession. Staff expects the work could begin soon after both parties execute the agreement authorized by the Board in April.

Marketing & Service Planning:

On August 30th, SCT implemented a slight change to its routes that will improve the reliability of the schedules. The primary change was implemented in response to a recommendation in the 2011 *Short Range Transit Plan* – ceasing the “interlining” of routes. Interlining means that a bus changes routes each hour, and it is done in the transit industry where there is a preponderance of transfers between two routes. However, there is no pattern at SCT that would justify continuing this interlining practice. While interlining can help avoid bus operator boredom, it is especially onerous for riders who are forced to transfer between buses when completing the same route. Also as part of this change, the two layovers for the bidirectional Route 21 / Route 24 pair at Ramona Garden (5 and 4 minutes, respectively) and the Pismo Outlets (4 minutes on both routes) were combined into one at Pismo Outlets (now 9 and 8 minutes, respectively). It should be noted that all three SCT routes still serve the Ramona Garden facility every hour, and timed transfers are provided between the Routes 21/24 pair and Route 23. This new service plan also provides for more reliable hourly transfers between SCT Routes 21/24 and RTA Route 10, which should result in increased SCT fare revenues and an improved farebox recovery ratio.

Staff also published an improved SCT Map/Schedule, which we began distributing to outlets throughout the SCT service area last week. Staff worked with a transit map designer to develop a new map graphic that is more geographically representative of SCT's service area, and we used an easier-to-read directional arrow convention on the route lines. The consultant also incorporated the planned Route 26 into the design; if implemented in the coming months, we can simply “turn-on” that layer in the electronic map file and reprint the schedule.

As part of RTA's on-going website redesign, staff is developing a new and separate SCT landing page, which will include SCT's distinct colors and potential new logo when adopted; Agenda Item C-3 *Appoint a New Logo Subcommittee* includes a discussion of this topic. The new map graphic discussed above will also be incorporated into the website, as will a portal for purchasing SCT and Regional bus passes. We expect to launch the website in the fourth quarter of calendar year 2015.

At the April 2015 Board meeting, staff presented a potential fare structure change and new Route 26 service plan. Given the economic uncertainties associated with the FY15-16 budget at that time, staff recommended that the Board hold off on making a decision on any potential fare changes until after any labor negotiations are completed. If we are able to complete union negotiations before the October SCT Board meeting, we will present a plan to implement the new fare structure at the same time that we implement the new Route 26 service.

RTA is working with its vendors to coordinate installation of our GPS-based Intelligent Transportation System, which will include real-time bus arrival information for fixed route riders. This is a joint procurement that will outfit all SCT, RTA, Avila Beach Trolley and Paso

Express fixed route buses. The installation should be completed this week, immediately followed by a comprehensive 30-day systems testing procedure. Staff has begun assembling a cadre of beta testers of the mobile app; please contact me if you would like to be included. Our goal is to officially launch the system at the November 2nd RTA Board meeting, so if you plan to attend or participate please bring your web-enabled handheld devices to that meeting for a demonstration.

Finance and Administration:

The preliminary operating results for FY14-15 were mixed, as shown in the ensuing two pages of tables. Specifically, SCT ridership totaled 223,803 (not including the Avila Beach Trolley), compared to 239,101 in the previous year – a decline of 6.4%. The number of riders per hour of service also declined in FY14-15 (17.4 vs. 18.3 in FY13-14), a decline of 6.1% in productivity. However, the annual farebox recovery ratio in FY14-15 equated to 18.81% for SCT-funded services, in comparison to the 16.34% ratio achieved in FY13-14. Staff will continue to closely monitor these performance measures.

In terms of as-yet unaudited FY14-15 financial performance, SCT spent 83.88% of budgeted operating expenses in the fiscal year. The greatest over-budget variation was for Legal Services, where the total of \$2,580 was 516% of budget. On the flipside, only 52% of Maintenance and 74% of Fuel expenses were realized – and these two line-items comprise a relatively large proportion of the overall operating budget. See the last page of this report for more financial results for each line-item.

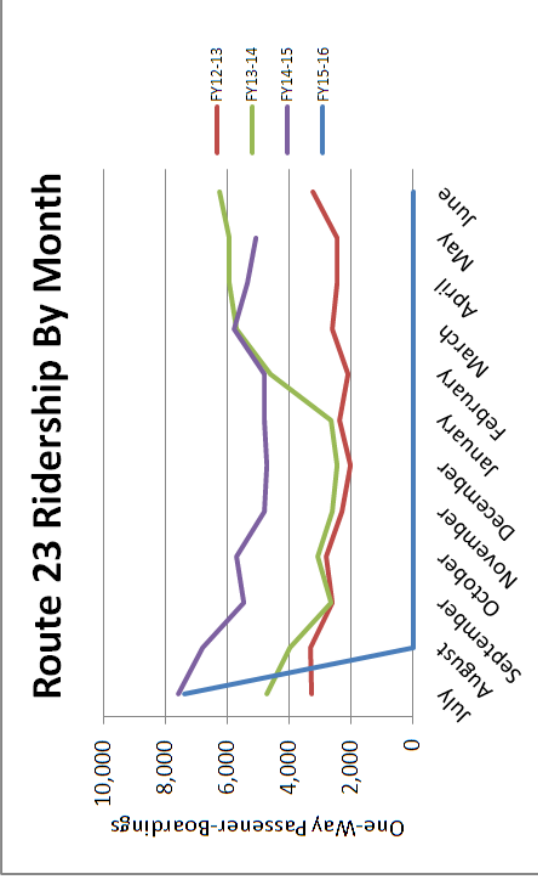
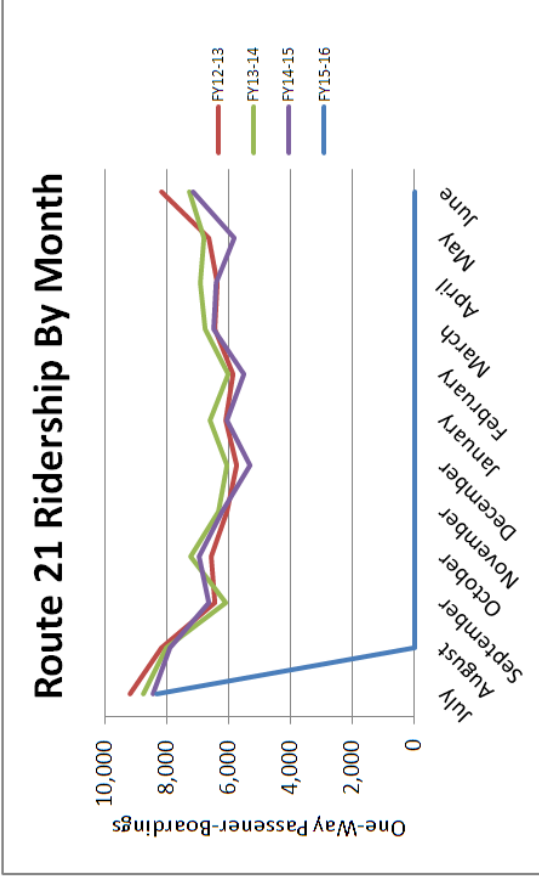
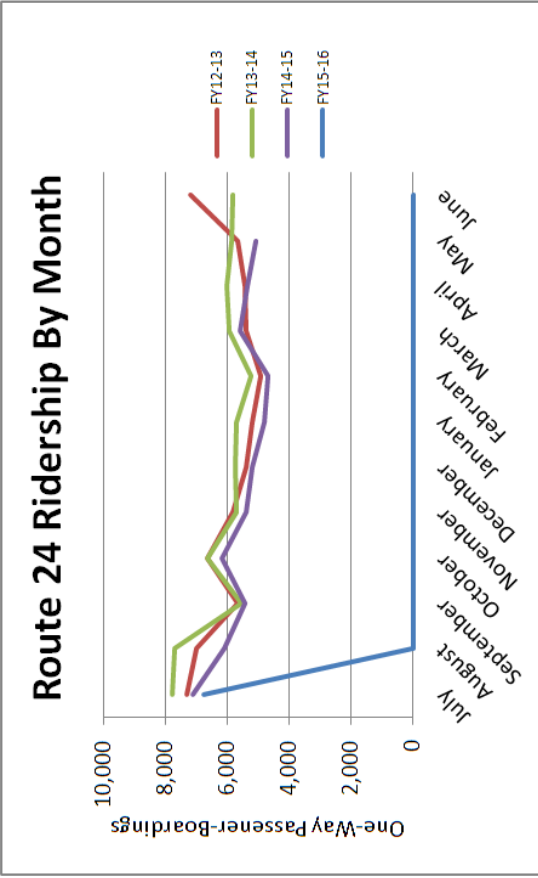
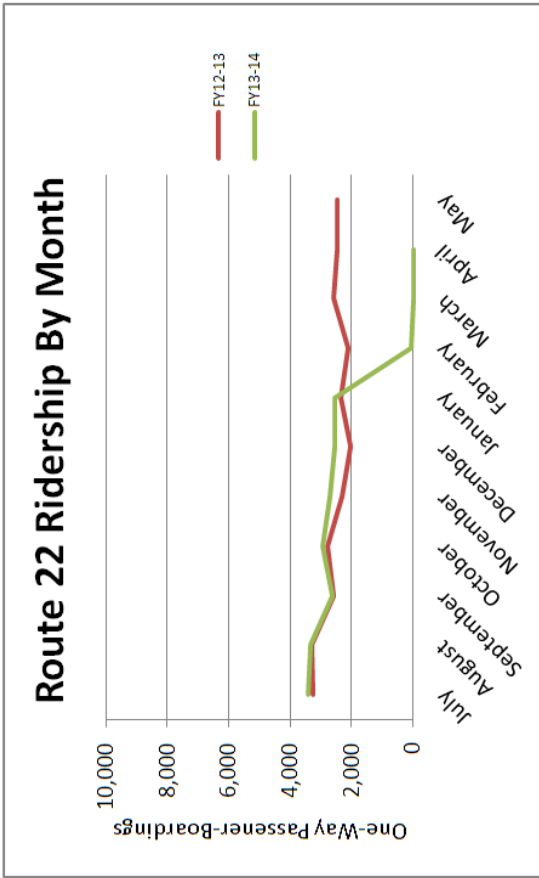
In the first month of FY15-16, SCT provided 22,479 passenger boardings, a decline of 2.9% from July 2014. The productivity in July 2015 was 21.6 boardings/hour – the same as that recorded in July 2014. The graphs on the ensuing pages depict historical 4-year ridership trends by route, including the first month of FY15-16. The slight but distinct erosion of ridership over the past three full years is noticeable in these graphs, so anything SCT can do to increase ridership despite limited resources should be seriously considered.

No Bus Operator Forums

Due to on-going negotiations between SCT management representatives and Teamsters Local 986 representatives, we agreed to conduct no Bus Operator Forums; as such, we have nothing to report since the last regularly-scheduled Board meeting in April.

STAFF RECOMMENDATION:

Accept this as an information item.



**SOUTH COUNTY TRANSIT
2014-15 Budget vs. Actual (unaudited)**

	FY 14/15 Adopted	Year to Date	Percent Year to Date
Use of Resources			
<u>Administrative Expenditures</u>			
Insurance			
Liability & Physical Damage	\$ 43,300	\$ 47,609	109.95%
Workers Compensation	50,000	43,633	87.27%
Property Insurance	640	638	99.72%
Rent	25,500	25,500	100.00%
Utilities	8,050	8,268	102.70%
Radio Expense	1,250	1,130	90.40%
Legal Services	500	2,580	516.00%
Payroll Processing	3,750	3,147	83.93%
Administration	64,530	64,530	100.00%
Finance	14,230	14,230	100.00%
Office Expense/Miscellaneous	8,280	6,636	80.15%
Audit	3,240	2,970	91.67%
Marketing/Community Relations/Printing	16,000	7,619	47.62%
Uniforms/Laundry/Physicals/Ads	7,600	5,932	78.05%
<u>Operating Expenditures</u>			
Salaries/Benefits	\$ 455,000	\$ 427,442	93.94%
Maintenance	123,700	64,272	51.96%
Dispatch	18,500	18,500	100.00%
Sign Maintenance	3,000	-	0.00%
SCT Bus Fuel	214,200	158,140	73.83%
Contingency	15,000	-	0.00%
9 Total Operating Expenditures	\$ 1,076,270	\$ 902,775	83.88%
<u>Capital Service</u>			
Support Vehicle	\$ 102,000	\$ 90,285	88.51%
Computer Upgrade	700	-	0.00%
Vehicles/ITS	493,850	458,309	92.80%
Facility Improvements/Bus Stop Amenities	61,500	16,189	26.32%
Total Capital Service	\$ 658,050	\$ 564,783	85.83%
10 Total Use of Resources	\$ 1,734,320	\$ 1,467,558	84.62%

**SOUTH COUNTY TRANSIT
2015-16 Budget vs. Actual (unaudited)**

	FY 15/16 Adopted	July 2015	Year to Date	Percent Year to Date
Use of Resources				
<u>Administrative Expenditures</u>				
Insurance				
Liability & Physical Damage	\$ 68,400	\$ 5,593	\$ 5,593	8.18%
Workers Compensation	51,000	3,979	3,979	7.80%
Property Insurance	700	53	53	7.59%
Rent	25,500	2,125	2,125	8.33%
Utilities	8,450	515	515	6.09%
Radio Expense	1,240	103	103	8.31%
Legal Services	500	-	-	0.00%
Payroll Processing	3,490	-	-	0.00%
Administration	65,410	5,451	5,451	8.33%
Finance	14,420	1,202	1,202	8.33%
Office Expense/Miscellaneous	5,990	92	92	1.53%
Audit	3,070	-	-	0.00%
Marketing/Community Relations/Printing	16,000	1,037	1,037	6.48%
Uniforms/Laundry/Physicals/Ads	7,550	-	-	0.00%
<u>Operating Expenditures</u>				
Salaries/Benefits	\$ 459,410	\$ 30,604	\$ 30,604	6.66%
Maintenance	110,000	11,730	11,730	10.66%
Dispatch	18,750	1,563	1,563	8.33%
Sign Maintenance	3,000	-	-	0.00%
SCT Bus Fuel	206,600	11,925	11,925	5.77%
Contingency	15,000	-	-	0.00%
9 Total Operating Expenditures	\$ 1,084,480	\$ 75,969	\$ 75,969	7.01%
<u>Capital Service</u>				
Vehicles/ITS	\$ 125,000	\$ -	\$ -	0.00%
Facility Improvements/Bus Stop Amenities	80,170	-	-	0.00%
Total Capital Service	\$ 205,170	\$ -	\$ -	0.00%
10 Total Use of Resources	\$ 1,289,650	\$ 75,969	\$ 75,969	5.89%

**SOUTH COUNTY TRANSIT
OPERATING STATEMENT BY ROUTE - WEEKDAY AND TROLLEY
YEAR TO DATE THRU JUNE 2015**

	RT 21 PISMO & SHELL BEACH	RT 23 A.G. VILLAGE, A.G. H.S. & GRANDE AVE	RT 24 GROVER B. A.G. VILLAGE, PISMO & A.G.	RT 25 HIGH SCHOOL TRIPPER	RT 26 OCEANO SHOPPING SHELL BEACH	TOTAL WEEKDAY SERVICE	AVILA BEACH TROLLEY
REVENUES:							
FARES	38,729	36,055	32,691	12,082	-	119,556	8,172
TOTAL ROUTE REVENUES	38,729	36,055	32,691	12,082	-	119,556	8,172
EXPENDITURES:							
ADMINISTRATION	21,638	21,269	22,023	1,412	42	66,383	4,438
MARKETING	1,643	1,613	1,673	81	-	5,010	870
OPERATIONS/CONTINGENCY	126,994	124,841	129,253	8,326	324	389,737	24,258
FUEL	33,645	40,284	34,199	2,380	9	110,518	10,009
INSURANCE	19,508	23,355	19,829	1,398	6	64,095	5,978
TOTAL EXPENDITURES	203,428	211,362	206,977	13,596	380	635,743	45,553
FAREBOX RATIO	19.04%	17.06%	15.79%	88.87%	0.00%	18.81%	17.94%
RIDERSHIP	62,556	55,009	52,678	11,429	30	181,702	8,905
SERVICE MILES	46,912.74	56,152.00	47,686.20	3,490.80	15.10	154,256.84	13,816.20
SERVICE HOURS	3,111.30	3,058.38	3,166.64	197.66	6.00	9,539.98	672.36
RIDERS PER MILE	1.33	0.98	1.10	3.27	1.99	1.18	0.64
RIDERS PER HOUR	20.11	17.99	16.64	57.82	5.00	19.05	13.24
COST PER PASSENGER	3.25	3.84	3.93	1.19	12.67	3.50	5.12
SUBSIDY PER PASSENGER	2.63	3.19	3.31	0.13	12.67	2.84	4.20

**SOUTH COUNTY TRANSIT
OPERATING STATEMENT BY ROUTE - WEEKEND, TROLLEY, AND TOTAL
YEAR TO DATE THRU JUNE 2015**

	RT 21 - SAT PISMO & SHELL BEACH	RT 21 - SUN PISMO & SHELL BEACH	RT 23 - SAT A.G. VILLAGE, A.G. H.S. & GRANDE AVE	RT 23 - SUN A.G. VILLAGE, A.G. H.S. & GRANDE AVE	RT 24 - SAT GROVER B. A.G. VILLAGE, PISMO & A.G.	RT 24 - SUN GROVER B. A.G. VILLAGE, PISMO & A.G.	TOTAL WEEKEND SERVICE	TOTAL SCT ONLY SERVICE	TOTAL SCT AND AVILA SERVICE
REVENUES:									
FARES	6,784	4,670	4,792	3,867	5,512	4,040	29,666	149,222	157,394
TOTAL ROUTE REVENUES	6,784	4,670	4,792	3,867	5,512	4,040	29,666	149,222	157,394
EXPENDITURES:									
ADMINISTRATION	4,057	3,719	4,026	3,710	4,051	3,710	23,273	89,656	94,093
MARKETING	331	304	287	264	289	264	1,739	6,749	7,619
OPERATIONS/CONTINGENCY	23,792	21,881	23,698	21,913	23,847	21,913	137,045	526,782	551,040
FUEL	6,269	5,734	7,093	6,520	6,251	5,746	37,613	148,131	158,139
INSURANCE	3,629	3,318	4,121	3,780	3,632	3,331	21,810	85,905	91,884
TOTAL EXPENDITURES	38,078	34,956	39,225	36,187	38,069	34,964	221,480	857,223	902,775
FAREBOX RATIO	17.82%	13.36%	12.22%	10.69%	14.48%	11.55%	13.39%	17.41%	17.43%
RIDERSHIP	9,703	6,641	6,775	5,200	8,106	5,676	42,101	223,803	232,708
SERVICE MILES	8,748.28	7,997.04	9,984.00	9,152.00	8,798.40	8,065.20	52,744.92	207,001.76	220,817.96
SERVICE HOURS	581.80	533.46	578.76	533.52	582.40	533.52	3,343.46	12,883.44	13,555.80
RIDERS PER MILE	1.11	0.83	0.68	0.57	0.92	0.70	0.80	1.08	1.05
RIDERS PER HOUR	16.68	12.45	11.71	9.75	13.92	10.64	12.59	17.37	17.17
COST PER PASSENGER	3.92	5.26	5.79	6.96	4.70	6.16	5.26	3.83	3.88
SUBSIDY PER PASSENGER	3.23	4.56	5.08	6.22	4.02	5.45	4.56	3.16	3.20

**SOUTH COUNTY TRANSIT
OPERATING STATEMENT BY ROUTE - WEEKDAY AND TROLLEY
YEAR TO DATE THRU JULY 2015**

	RT 21 PISMO & SHELL BEACH	RT 23 A.G. VILLAGE, A.G. H.S. & GRANDE AVE	RT 24 GROVER B. A.G. VILLAGE, PISMO & A.G.	TOTAL WEEKDAY SERVICE	AVILA BEACH TROLLEY
REVENUES:					
FARES	4,943	3,557	4,478	12,978	986
TOTAL ROUTE REVENUES	4,943	3,557	4,478	12,978	986
EXPENDITURES:					
ADMINISTRATION	1,496	1,468	1,522	4,486	815
MARKETING	261	257	266	784	-
OPERATIONS/CONTINGENCY	10,476	10,283	10,664	31,423	5,109
FUEL	2,387	2,860	2,427	7,673	1,843
INSURANCE	1,938	2,321	1,970	6,228	1,442
TOTAL EXPENDITURES	16,558	17,189	16,849	50,595	9,210
FAREBOX RATIO	29.85%	20.69%	26.58%	25.65%	10.71%
RIDERSHIP	7,338	6,358	5,869	19,565	2,747
SERVICE MILES	3,966.82	4,752.00	4,032.60	12,751.42	2,952.00
SERVICE HOURS	262.24	257.40	266.93	786.57	142.92
RIDERS PER MILE	1.85	1.34	1.46	1.53	0.93
RIDERS PER HOUR	27.98	24.70	21.99	24.87	19.22
COST PER PASSENGER	2.26	2.70	2.87	2.59	3.35
SUBSIDY PER PASSENGER	1.58	2.14	2.11	1.92	2.99

**SOUTH COUNTY TRANSIT
OPERATING STATEMENT BY ROUTE - WEEKEND, TROLLEY, AND TOTAL
YEAR TO DATE THRU JULY 2015**

	RT 21 - SAT PISMO & SHELL BEACH	RT 21 - SUN PISMO & SHELL BEACH	RT 23 - SAT A.G. VILLAGE, A.G. H.S. & GRANDE AVE	RT 23 - SUN A.G. VILLAGE, A.G. H.S. & GRANDE AVE	RT 24 - SAT GROVER B. A.G. VILLAGE, PISMO & A.G.	RT 24 - SUN GROVER B. A.G. VILLAGE, PISMO & A.G.	TOTAL WEEKEND SERVICE	TOTAL SCT ONLY SERVICE	TOTAL SCT AND AVILA SERVICE
REVENUES:									
FARES	471	317	461	377	531	341	2,497	15,475	16,461
TOTAL ROUTE REVENUES	471	317	461	377	531	341	2,497	15,475	16,461
EXPENDITURES:									
ADMINISTRATION	246	230	249	234	250	234	1,443	5,929	6,744
MARKETING	43	40	44	41	44	41	252	1,037	1,037
OPERATIONS/CONTINGENCY	1,721	1,611	1,744	1,640	1,752	1,640	10,107	41,530	46,639
FUEL	392	367	453	424	399	373	2,408	10,081	11,925
INSURANCE	318	298	367	344	324	303	1,954	8,183	9,625
TOTAL EXPENDITURES	2,720	2,546	2,856	2,682	2,769	2,591	16,164	66,760	75,969
FAREBOX RATIO	17.30%	12.43%	16.12%	14.05%	19.19%	13.16%	15.45%	23.18%	21.67%
RIDERSHIP	560	433	538	490	527	366	2,914	22,479	25,226
SERVICE MILES	651.89	610.28	752.00	704.00	662.70	620.40	4,001.27	16,752.69	19,704.69
SERVICE HOURS	43.08	40.32	43.65	41.04	43.86	41.04	252.99	1,039.56	1,182.48
RIDERS PER MILE	0.86	0.71	0.72	0.70	0.80	0.59	0.73	1.34	1.28
RIDERS PER HOUR	13.00	10.74	12.33	11.94	12.02	8.92	11.52	21.62	21.33
COST PER PASSENGER	4.86	5.88	5.31	5.47	5.25	7.08	5.55	2.97	3.01
SUBSIDY PER PASSENGER	4.02	5.15	4.45	4.70	4.25	6.15	4.69	2.28	2.36

SOUTH COUNTY TRANSIT
September 11, 2015
STAFF REPORT

AGENDA ITEM: C-1

TOPIC: Transfer Two RTA Vehicles to South County Transit

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Authorize Administrator to execute an agreement to transfer RTA Vehicles #1011 and #1012 to South County Transit

BACKGROUND/DISCUSSION:

The San Luis Obispo Regional Transit Authority's fleet of two 35-foot buses are too small for its large-bus operations (Routes 9, 10, 12 and 14) and too large for the Route 15 service. As mentioned in the Administrator's Report in April 2015, staff is proposing that the RTA's two 2010 Eldorado EZ Rider 35-foot buses be transferred to South County Transit (SCT) to meet their fleet needs. In exchange, SCT will permit RTA to use Federal Transit Administration (FTA) funds to purchase one new replacement bus originally programmed to buy one new SCT bus.

Over the past four months, RTA temporarily assigned these two buses to SCT to help with their fleet shortage while the Cummins turbocharger defect in the 2013 Gillig buses is being sorted out. These two EZ Rider buses have proven to be reliable and economical in SCT service, especially in comparison to SCT's two remaining 2003 Gillig Phantom buses that have surpassed their economically useful lives. Since these two vehicles were originally funded using State funds, there is no requirement for an FTA grantee-to-grantee transfer or for SCT to achieve the 12-year/500,000-mile typically assigned to this vehicle type.

The RTA Board of Directors authorized transfer of these two buses at its September 2nd meeting.

Staff Recommendation

Authorize the Administrator to develop an agreement, and for the Chairman and Administrator to execute said agreement, to transfer two 2010 Eldorado EZ Rider buses from RTA to SCT in exchange for FTA funding to purchase one new vehicle for RTA fixed route services.

**SOUTH COUNTY TRANSIT
September 11, 2015
STAFF REPORT**

AGENDA ITEM: C-2

TOPIC: Settlement of Wage Order 9 Meal Breaks Pay Dispute

ACTION: Authorize Administrator to Settle Pay Dispute

PRESENTED BY: Geoff Straw, SCT Administrator

EXECUTIVE COMMITTEE RECOMMENDATION: Support staff recommendation

BACKGROUND/DISCUSSION:

In March 2015, RTA staff discovered that SCT was not always properly providing state-mandated meal breaks for Bus Operators. Staff immediately implemented revised Bus Operator shifts that meet this mandate, and began researching pay records for current and past employees to determine what each employee is owed. Specifically, staff pored over every pay record beginning in January 2012 through March 2015 to determine day-by-day if a violation occurred in accordance with statute of limitations requirements. Staff has developed a final payout worksheet based on this comprehensive and time-consuming process, and staff is seeking the Board’s authorization to implement a payout settlement process based on final payout worksheet.

It should be noted that the nature of the previous manual timekeeping process used by SCT staff made it difficult to determine if an employee was either eligible for a meal break or whether the occasionally-scheduled lunch relief driver provided the break as required. As such, staff erred on the side of caution and – if it was not clear – our staff assumed the Bus Operator did not obtain a meal break and included that hour “penalty” in the payout worksheet. The totals were:

SCT Wage Order 9 Summary	Calendar Year				Total Hours	Total Owed
	2012	2013	2014	2015		
Totals	661	761	969	198	2,589	\$38,845.50

To ensure that no future problems occur, staff implemented an automated time clock at the SCT operating facility over the summer months (it went “live” for the second payroll period in July 2015). In addition, staff has developed driver schedules that will meet Wage Order 9 requirements until such time that a collective bargaining agreement might specifically address this issue as permitted under current law.

Staff Recommendation

Authorize the SCT Administrator to settle the pay dispute, using the attached Agreement template.

SETTLEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AND RELEASE OF CLAIMS AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2015 by and between SOUTH COUNTY AREA TRANSIT, a California Joint Powers Authority (the “Employer”) on behalf of itself and its employees, officers, directors, and agents (collectively referenced to herein as the “Employer”), and _____ (the “Employee”) (the Employer and the Employee are collectively referenced to herein as the “Parties”) as of _____ (the “Execution Date”).

WITNESSETH:

WHEREAS, in the absence of a qualifying collective bargaining agreement, California Industrial Welfare Commission Wage Order 9, Section 11, requires that no employer shall employ any transit driver for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the transit driver; and

WHEREAS, during the calendar years 2012 through 2014, and the period between January 1, 2015 and March 19, 2015, (the “Claim Period”) Employee asserts that, in addition to numerous days of more than five (5) hours where meal breaks were waived, there were multiple occasions when he/she worked more than six consecutive hours and yet was denied meal breaks that could not be waived and otherwise would have been required by Wage Order 9, Section 11; and

WHEREAS, the factual basis supporting the claim of missed meal breaks is uncertain given the status of existing remaining records and is disputed among the Parties; and

WHEREAS, the Parties desire to voluntarily settle this good faith dispute over missed meal breaks by a payment equivalent to one hour of pay at Employee’s pay rate as of March 15, 2015 for each qualifying six-hour work day that Employee asserts he was not provided an otherwise required meal break, and a release of all associated wage and hour claims arising during the Claim Period.

NOW THEREFORE, in consideration of the promises and obligations set forth herein, the parties agree as follows:

1. **No Admission of Liability.** Nothing herein shall be construed to be admission by the Employer of any wrongdoing or noncompliance with federal, state, city or local rule, ordinance, constitution, statute, contract, public policy, wage and hour law,

wage payment law, tort law, common law or any other unlawful conduct, liability, wrongdoing, or breach of any duty whatsoever. The Employer specifically disclaims and denies any liability to Employee.

2. Payment. In consideration for Employee's execution, nonrevocation of, and compliance with this Agreement, including the waiver and release of claims in Section 3, the Employer agrees to provide the following payment:

[_____ Amount _____], less all relevant taxes and other withholdings in full satisfaction of all claims Employee may have for lost meal breaks during the Claim Period to be paid to Employee, provided that Employee has not revoked this Agreement. The Employer shall issue a W-2 form to Employee for the 2015 tax year that includes this amount.

Employee agrees and acknowledges that the Employer and its counsel have not made any representations to him/her regarding the tax consequences of any payments or amounts received by him/her pursuant to this Agreement. Employee agrees to indemnify the Employer for the payment of any taxes, interest, penalties and other liabilities or costs that may be assessed upon the settlement payment.

3. General Release and Waiver of Claims. In exchange for the promises made by the Employer in this Agreement, the Employee and his/her heirs, executors, representatives, agents, insurers, administrators, successors, and assigns (collectively the "Releasers") hereby irrevocably and unconditionally fully and forever waive, release and discharge the Employer, including the employer's/each member of the Employer Group's parents, subsidiaries, affiliates, predecessors, successors and other assigns, and all of their respective officers, directors, employees, in their corporate and individual capacities (collectively, the "Releasees") from any and all claims, demands, actions, obligations, judgments, rights, fees, damages, liabilities and expenses (inclusive of attorneys' fees of any kind whatsoever, whether known or unknown, (collectively "Claims"), from the beginning of the calendar year 2012 to the date of the Employee's execution of this Agreement, including, without limitation any Claims under any federal, state, local or foreign law, that Releasers may have, have ever had or may in the future have arising out of, or in any way related to the Employee's missed meal breaks or wages therefore with the Employer. However, this general release of claims excludes, and Employee does not waive, release or discharge any (i) right to file an administrative charge or complaint with the Equal Employment Opportunity Commission or other administrative agency; (ii) claims under state works' compensation or unemployment laws; or (iii) indemnification rights the Employee has against Employer, and/or any other claims that cannot be waived by law.

Employee acknowledges that, including the payments discussed herein, he/she has been fully and properly compensated for all work performed for the Employer.

4. Section 1542 of the California Civil Code. This Agreement is intended to be effective as a general release of and bar to all claims as stated in Paragraph 3

above. Accordingly, Employee hereby waives the provisions of Section 1542 of the California Civil Code, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Employee acknowledges that he or she may later discover claims or facts in addition to or different from those which Employee now knows or believes to exist with respect to the subject matter of this Agreement, and which if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, Employee hereby intends to waive any and all claims that might arise as a result of such different or additional claims or facts.

5. Knowing and Voluntary Acknowledgment. Employee specifically agrees and acknowledges that: (a) Employee has read this Agreement in its entirety and understands all of its terms; (b) Employee has been advised of and has availed himself or herself of his or her right to consult with his or her attorney prior to executing this Agreement; (c) Employee knowingly, freely and voluntarily assents to all of its terms and conditions including, without limitation, the waiver, release and covenants contained herein; Employee is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which he or she is otherwise entitled; and that (d) Employee is not waiving or releasing rights or claims that may arise after his or her execution of this Agreement.

This Agreement shall not become effective, until the eighth (8th) day after the Employee and Employer execute this Agreement. Such date shall be the Effective Date of this Agreement. No payments due to Employee hereunder shall be made or begin before the Effective Date.

6. Governing Law. This Agreement, for all purposes, shall be construed in accordance with the laws of California without regard to conflict of law principles. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in state court located in the state of California, County of San Luis Obispo. The Parties hereby irrevocably submit to the exclusive jurisdiction of such court and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

7. Entire Agreement. This Agreement contains all of the understandings and representations between Employer and Employee relating to the subject matter herein and supersedes all prior and contemporaneous understandings, discussions, agreements, representations and warranties, both written and oral, with respect to such subject matter. The Parties mutually agree that this Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of this Agreement.

8. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this

Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part thereof and treated as though originally set forth in this Agreement.

9. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

10. Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

11. Notices. All notices under this Agreement must be given in writing by personal mail/regular mail/receipted e-mail at the addresses indicated in this Agreement or any other address designated in writing by either party. When providing written notice to the Employer, a copy must be provided to the Employer's Counsel at the address below.

Notice to the Employer:

South County Transit
179 Cross Street, Suite A
Sann Luis Obispo, CA
93401

Notice to Employer's
Counsel:

County Counsel
County of San Luis Obispo
County Government Center
1055 Monterey Street,
Suite D-320
San Luis Obispo, CA 93408

Notice to the Employee:

EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE/SHE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE/SHE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS/HER CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT HIS/HER SIGNATURE BELOW IS AN AGREEMENT TO RELEASE EMPLOYER FROM ANY AND ALL CLAIMS.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date above.

Employee Name
Address/information

Geoff Straw, Administrator
South County Transit
179A Cross Street
San Luis Obispo, CA 93401

APPROVED AS TO FORM:

RITA L. NEAL
COUNTY COUNSEL

Dated: _____

Timothy McNulty, SCT Counsel
Assistant County Counsel

SOUTH COUNTY TRANSIT
September 11, 2015
STAFF REPORT

AGENDA ITEM: C-3

TOPIC: New South County Transit Logo

ACTION: Appoint Logo Subcommittee & Develop New Logo

PRESENTED BY: Geoff Straw, SCT Administrator

EXECUTIVE COMMITTEE RECOMMENDATION: Discuss at August 6, 2015 meeting

BACKGROUND/DISCUSSION:

At its April 2013 meeting, the Board shortened its moniker from “South County Area Transit” to “South County Transit.” The Board directed staff to only begin using the new name on SCT items as replacement of equipment and materials was necessary; it was decided that a full-fledge rebranding effort would not be necessary. The first instance of using the new name was on the three new buses delivered in summer 2013 (shown below), followed by the new SCT map/schedule that was published on July 28, 2013.



At its April 8, 2014 meeting, the Board selected two members to serve on a logo subcommittee. The Board also directed staff to further refine a range of possible logos presented at that meeting, using the services of a local graphic artist. The attached three logo schemes were presented to the logo subcommittee in September 2014, and the subcommittee instructed staff to present the 5CAT (Five Cities Area Transit) design to the Board at its October 22, 2014 meeting. At its October 22nd meeting, the Board directed staff to delay rebranding until FY15-16 and to appoint a new logo subcommittee to further discuss the rebranding option and to further refine the logo

options. In addition, the Board directed staff to immediately replace any shared RTA/SCT bus stop signs that were in poor condition.¹

Staff Recommendation

Staff recommends that the Board appoint a new logo subcommittee to discuss the possibility of changing the name from SCT to 5CAT and to further refine the preferred logo. The final selection of a logo would be adopted by the Board at a future meeting.

¹ The shared bus stop signs at the Premium Outlets and near the Halcyon Park-n-Ride bus stops were replaced in November 2014.

**SOUTH COUNTY TRANSIT
MINUTES OF JUNE 11, 2015 SPECIAL BOARD MEETING
Ramona Gardens Park Community Center, Grover Beach
D-1**

Directors Present:	Jim Guthrie, Chairperson	City Council Member, Arroyo Grande
	Lynn Compton, Vice Chair	County Supervisor, District 4
	Shelly Higginbotham	Mayor, Pismo Beach
	Barbara Nicolls	City Council Member, Grover Beach

Directors Absent: None

Staff Present:	Geoff Straw	Administrator
	Phil Moores	Manager, Operations
	Tania Arnold	RTA CFO and Director of Administration
	Darla Nassif	Operations Supervisor, RTA
	Tim McNulty	County Counsel

CALL TO ORDER AND ROLL CALL: Chairperson Jim Guthrie called the meeting to order at 1:35 p.m. Roll call was taken; a quorum was present.

PUBLIC COMMENT: Chairperson Guthrie asked for public comment on non-agenda items.

Chairperson Guthrie closed public comment.

A. INFORMATION AGENDA:

A-1 Administrator's Report (oral report only): Mr. Geoff Straw began by announcing South County Transit (SCT) bus operators met with the Labor Union and unanimously voted to join Teamsters Local 986. This forthcoming agreement will cover Bus Operators and Utility Workers.

Route 23 currently operates until 7:21 p.m. on our published schedule. After that time, bus operators had been instructed by local management to pick up people and take them wherever they wanted to go, sometimes off route and through neighborhoods, until about 8:05 p.m. Staff will meet with Public Works staff members and come back with the Board in July to consider whether we pull the service back to the published schedule or make the extra service time part of the schedule.

We have a draft agreement for the Wal-Mart bus stop repairs with the other party and it is still under their review. RTA buses 1011 and 1012 are operating on SCT routes. Operators were complaining the driver seats are uncomfortable, so staff replaced them with Recaro seats from two RTA buses that will soon be retired.

Farebox recovery ratio is up to 17.4%. Our target is 20%. We will bring more detailed numbers to the July 22nd Board meeting. He clarified regarding a public comment from the April meeting that the San Luis Obispo Council of Governments (SLOCOG) has no authority to lower the farebox mandate in the area.

Summer Youth Ride Free promotion begins Monday, June 15. We worked out a deal with the YMCA and created a key on the GFI for groups greater than 10. We will send YMCA a bill for the extra rides each month. This will speed up the loading process. Rideshare sent out flyers to every school as part of their outreach campaign.

Mr. Straw concluded his report.

Chairperson Guthrie opened Board and public comment.

Chairperson Guthrie asked why the default would be to publish the extra service as opposed to ceasing this service on the Route 23. **Mr. Straw** said there is now an expectation by riders. When we combined Routes 22 and 23 about two years ago, the drivers were instructed to continue operating until everyone got home. Drivers would cut across neighborhoods to get to the desired bus stop. Staff is gathering and analyzing information to better determine the budgetary impact.

Director Shelly Higginbotham inquired how many people will be affected if we adhere to the currently published schedule. **Mr. Straw** said operators are counting riders. More information will be available for the July meeting. It only affects weekday passengers.

Director Lynn Compton asked if this will require a budget amendment. **Mr. Straw** said no. It has already been assumed in the budget.

Chairperson Guthrie closed Board and public comment.

B. ACTION AGENDA

B-1 Designate Representatives for Labor Negotiations: **Mr. Straw** said SCT needs to designate representatives who will serve during labor negotiations. The Union is not available to meet until the third week of July. We've agreed to have three people on either side of the table. Staff recommends designating **Ms. Tania Arnold** and **Mr. Straw** as the SCT representatives. **Mr. Tim McNulty**, County Counsel, would also be in attendance.

Mr. McNulty said the three of them negotiated the Collective Bargaining Agreement (CBA) for RTA in 4-5 sessions. **Mr. Straw** noted SCT is starting from scratch but could use the RTA CBA as a model.

Mr. Straw concluded his report.

Chairperson Guthrie opened Board and public comment.

Director Compton asked about the current number of SCT employees. **Mr. Straw** said we currently have about 18 employees. Both utility worker positions are currently open, but we will negotiate as if those positions are available. **Ms. Darla Nassif** clarified there are 17 employees.

Chairperson Guthrie asked if we need to designate alternates. **Mr. Straw** said we set up the meetings in advance and there isn't a need.

Chairperson Guthrie closed Board and public comment.

Director Higginbotham moved to approve Staff Recommendation for Action Agenda Item B-1. **Director Compton** seconded and the motion carried on a roll call vote.

C. CONSENT AGENDA:

Director Compton moved to approve Consent Agenda Item C-1. **Director Barbara Nicolls** seconded and the motion carried on a voice vote with **Director Higginbotham** abstaining.

D. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following items:

- D-1 Conference with Labor Negotiator Geoff Straw concerning the following labor organization:
Teamsters Local 986
- D-2 Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: two cases

SCT went into *Closed Session* at 1:48 p.m. and returned to *Open Session* at 2:25 p.m.

Open Session: **Mr. Tim McNulty**, Legal Counsel, reported that the Board met in closed session, no reportable action was taken.

E. DIRECTORS' COMMENTS:

Chairperson Guthrie observed the current 2001 agreement between RTA and SCT was never signed. He directed staff to either bring back the current agreement to sign, or redo it and present for signatures. **Mr. Straw** said it is a stale document that needs to be revised. **Mr. McNulty** said staff will look at the Joint Powers Agreement (JPA) and bring this updated agency agreement in July.

F. EXECUTIVE COMMITTEE MEMBERS' COMMENTS:

Mr. Jim Lewis stated that Pismo Beach considered staff's requested Route 26 stop at the Pismo Premium Outlets, and arrived at a workable solution. He discussed the need for solar lighting at the Spyglass bus stop.

Mr. Bob McFall said he is still working on the Skelly review. He suggested that each City Council may need to review draft SCT agreements prior to authorizing its representative to sign on that City's behalf.

ADJOURNMENT: The meeting was adjourned at 2:32 p.m.

Respectfully submitted, Anna Mafort-Lacy, Administrative Assistant