



RTA BOARD AGENDA

Wednesday, November 7, 2018 at 10:00 AM

BOARD OF SUPERVISORS' CHAMBERS
COUNTY GOVERNMENT CENTER

1055 Monterey Street, San Luis Obispo, California 93401

The *AGENDA* is available/posted at: <http://www.slorta.org>

President: Tom O'Malley

Vice President: Dan Rivoire

Board Members:

John Peschong (First District – SLO County)
Bruce Gibson (Second District – SLO County)
Adam Hill (Third District – SLO County)
Lynn Compton (Fourth District – SLO County)
Debbie Arnold (Fifth District – SLO County)
Tim Brown (Arroyo Grande)

Tom O'Malley (Atascadero)
John Shoals (Grover Beach)
John Headding (Morro Bay)
Fred Strong (Paso Robles)
Ed Waage (Pismo Beach)
Dan Rivoire (San Luis Obispo)

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 [LEP]) by contacting the RTA offices at 781-4833. Please note that 48 hours advance notice will be necessary to honor a request.

FLAG SALUTE

CALL TO ORDER AND ROLL CALL

PUBLIC COMMENT: The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority 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. INFORMATION AGENDA

- A-1 Executive Director's Report (Receive)
- A-2 Strategic Business Plan Results for Fiscal Year 2017-18 and YTD August 2018 (Receive)
- A-3 Define and Clarify Runabout ADA Service Areas (Receive)

B. ACTION AGENDA

- B-1 Consider Fiscal Year 2018-19 Capital Budget Amendment (Approve)
- B-2 Agreement for Municipal Advisory Services with KNN Public Finance (Approve)
- B-3 Declare Vehicle Surplus & Transfer Surplus Vehicles (Approve)

C. 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 RTA 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 RTA Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.

- C-1 Executive Committee Meeting Minutes of September 12, 2018 (Information)
- C-2 RTA Board Meeting Minutes of October 3, 2018 (Information)
- C-3 Runabout No-Show Policy update (Approve)
- C-4 Authority to Award SRTP contract (Approve)
- C-5 Resolution for Health Benefits (Approve)
- C-6 Resolution of Appreciation – Phil Moores, Operations Manager (Approve)
- C-7 Government Center Passenger Facility (Approve)

D. CLOSED SESSION: – CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following items:
Initiation of litigation pursuant to subdivision (c) of Section 54956.9. One case.

E. BOARD MEMBER COMMENTS

Next regularly-scheduled RTA Board meeting on January 9, 2019

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

November 7, 2018

STAFF REPORT

AGENDA ITEM: A-1

TOPIC: Executive Director's Report

PRESENTED BY: Geoff Straw, Executive Director

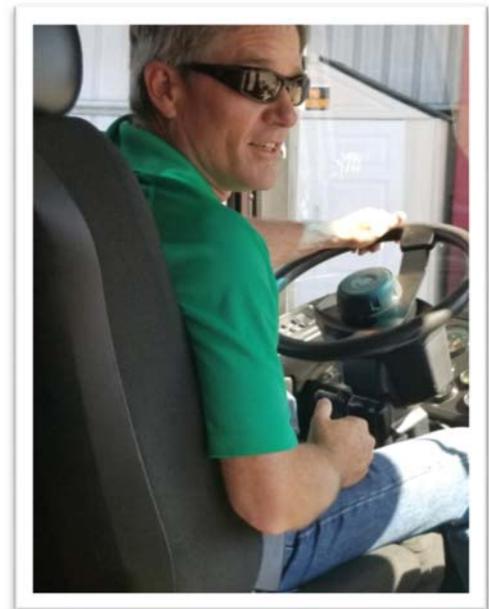
STAFF RECOMMENDATION: Accept as Information

BACKGROUND/DISCUSSION:

Operations:

The 4th Annual RTA & SoCo Transit Bus Roadeo was conducted on October 14th, and we had a great turnout. For the second straight year, Jose F. is the overall winner although the gap in overall scores is tightening.

Second place was secured again by Rod P., and first-time competitor Alison M. garnered third place. It was a family-fun event, and I would be remiss if I failed to recognize sponsors Teamsters Local 986 for its generous financial and meal-cooking donations. I also wish to thank all of the volunteer judges, including over 20 Cal Poly students. The SLO County Victim Witness Assistance Center and benefits provider ICMA-RC for our 457 defined-contribution retirement program were also on-hand to information to attendees. Rite-Aid Pharmacy provided flu-shots and general health information. For the first time, SLO Transit's contractor (First Transit) also participated, and we enjoyed building on this important relationship. Finally, my team insisted that I dust off my bus driving "skills" and give the Roadeo course a try. I apologize for the agony caused to the many cones I ran over... but I had a blast!



The Employee of the Quarter barbecue is scheduled for 11:30 AM on Friday November 2nd at the South County Transit Operating facility in Arroyo Grande. We anticipate that the EOQ winner will be in attendance at the Board meeting to be recognized publicly.

Staff is reviewing the 90% drawing and cost estimates for the improvements to the Government Center passenger facility. As a reminder, the City of San Luis Obispo has agreed to eliminate two existing on-street automobile parking spaces along Osos to more safely permit our buses to pull out of the lane of traffic. The new facility will

increase the passenger “plaza” waiting areas, while also doubling the shelters from two to four, adding a ticket vending machine, including real-time next-bus LED signs, increasing bicycle parking, and adding a bicycle tool station. We expect to bid the construction in late November. Unfortunately, the design engineer’s construction cost estimate is significantly higher than we originally anticipated when we began this project over two years ago. As explained in Agenda Item C-7, the RTA could use already-granted bus stop improvement and bus rehabilitation funds to cover any cost increases that might result from the bidding process. We are finalizing design-build procurement documents, and will begin the solicitation process later this month. Staff will update the Board on the project status at its January 9, 2019 meeting.

We are currently training five new Bus Operator candidates. In addition, four other candidates have been selected and are completing pre-employment background checks and drug screens. The training program requires six weeks, so we are hoping that our current employee shortage will be essentially alleviated by the end of this calendar year (assuming all candidates are able to complete the rigorous training program).

Service Planning & Marketing:

Marketing Manager Mary Gardner and I attended the 53rd California Transit Association Annual Meeting in Long Beach in late October. The meeting attracted the highest attendance ever (over 900 participants), and many of the training sessions focused on issues facing transit agencies across the state: regaining/retaining ridership, the potential impacts of the proposed ARB zero-emission bus program, and innovative new service delivery methods. Because I have been selected by my peers to serve on the Small Operators Committee (for successive terms), I asked that the battery electric bus discussions address our concerns of limited range of current/projected technologies.

The Regional Transportation Advisory Committee met on October 18th, although the RTAC was not able to garner a quorum. The RTAC members who were present indicated their support of the capital budget amendment (Agenda Item B-1) that your Board will consider later today. Other items that were discussed include:

1. Should Personal Care Attendants pay a fare when riding with an ADA-eligible Runabout rider?
2. How best to define and clarify the Runabout ADA Service Area when fixed-routes are changed/added?
3. What are some of the factors that have caused ridership declines at the main Cuesta College campus?

Bus Garage Facility Update:

Staff participated in a comprehensive on-site Design Charrette process for the RTA Bus Garage project from October 9th through 11th. Every level of RTA staff was included, and City of SLO officials participated (both on-site and virtually). The resulting new layout concept will be included in the PowerPoint presentation during the November 7th Board meeting. Similar to the discussion above about rapidly increasing construction costs projected for the GC passenger facility, the preliminary cost per square foot has increased considerably since the Bus Garage planning effort was originally presented to the Board in early 2012 – from \$220/foot to roughly \$525 to \$550/foot projected for 2020 (when construction could conceivably commence). The good news is that the consultant team worked with us to improve the layout while also reducing the building square footage from 45,000 to 33,000 – which could allow a lower-cost single level design as opposed to the two-level design assumed in the adopted CEQA Mitigated Negative Declaration document. I will share further details as the design process continues over the planned 56-week design process. This design/engineering project is being funded with FTA Section 5307 funds, with local match provided by already-secured Senate Bill 1 – Road Repair and Accountability Act (SB-1) funds.

Finance and Administration:

As reported earlier, we submitted two grant proposals to fund the construction of the Bus Garage Facility in late-July: one for *Better Utilizing Infrastructure and Leveraging Development* (BUILD) funds, and another for FTA Section 5339(b) Bus and Bus Facilities funds. We are still awaiting notice of the BUILD awards, but – as noted briefly during Public Comment at the October 3rd Special RTA Board meeting – the RTA was successful in attaining a 5339(b) allocation of \$6,285,662. This FTA award will ultimately require a local match of \$1,571,416. In total, \$366.2 million was awarded to 107 projects nationwide despite approximately \$2 billion in requests from 255 applicants. It should be noted that the RTA received the highest award in California out of 13 successful projects, and only 22 nationwide received a higher amount.

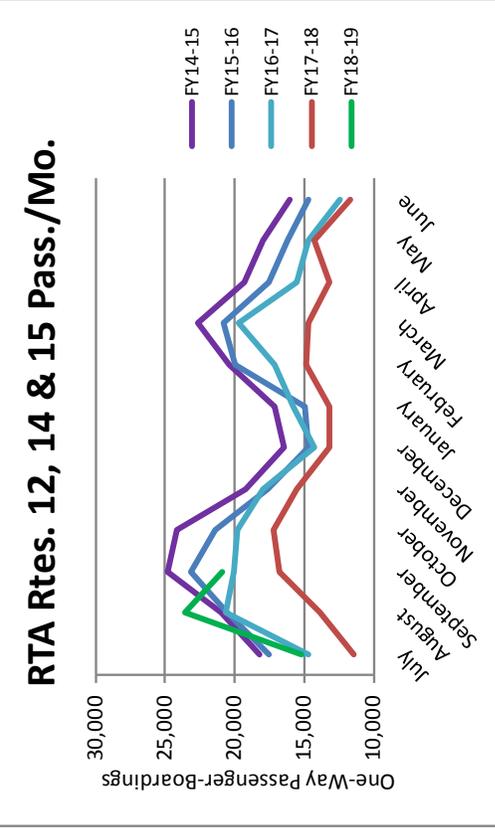
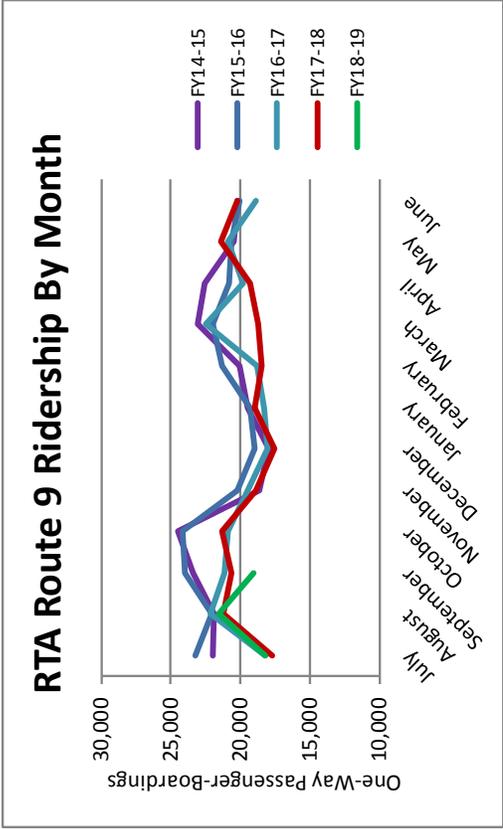
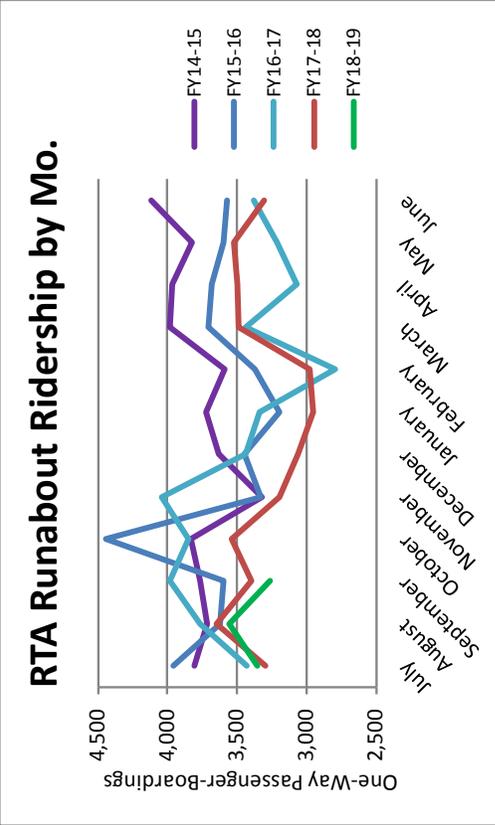
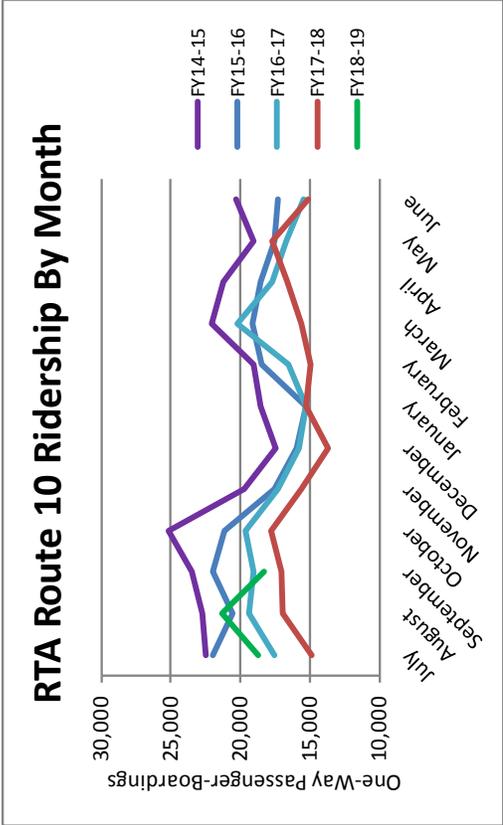
Our operating and financial results through the first three months of the fiscal year are presented in the tables at the end of this report. This tabular information is summarized as follows:

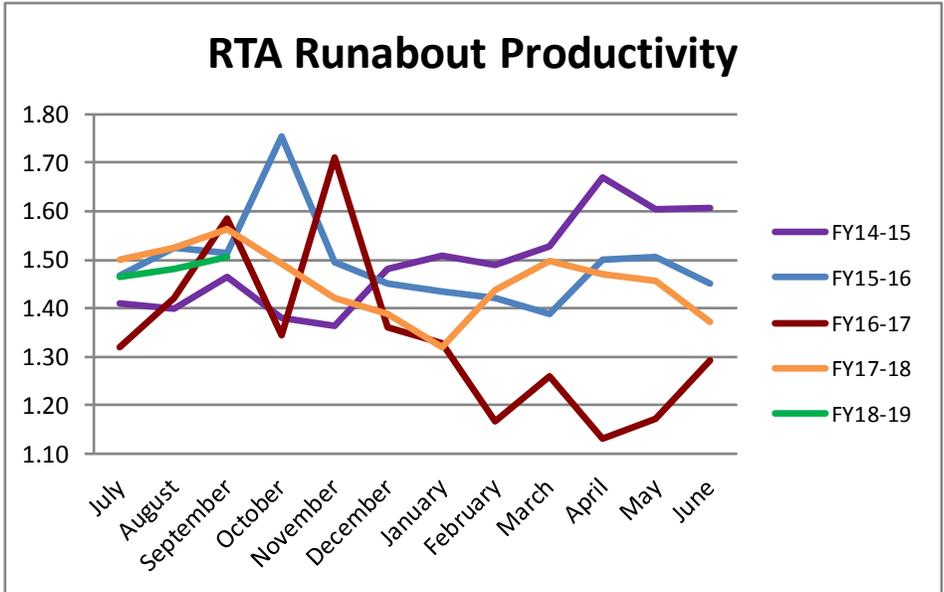
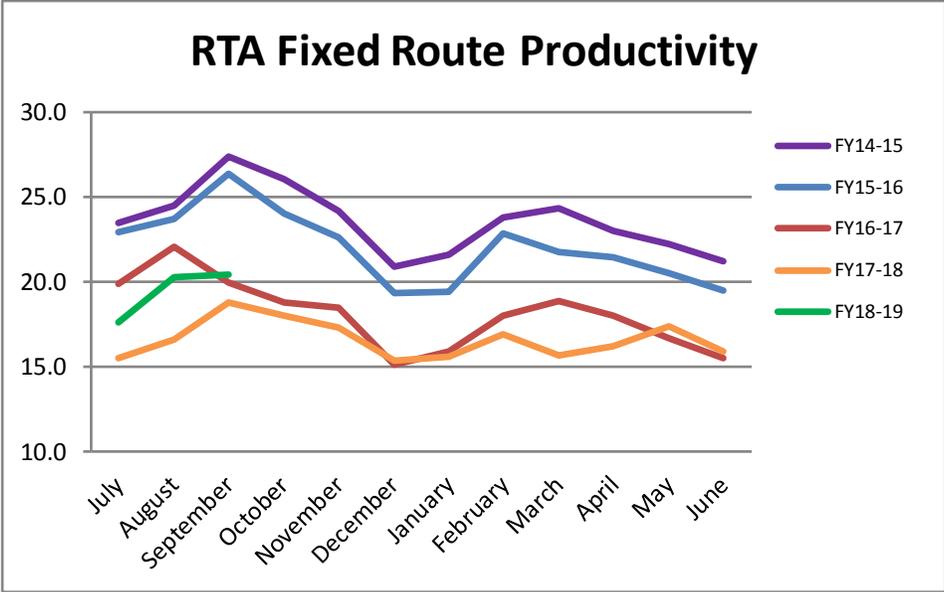
- RTA core fixed-route ridership totaled 181,604 through the end of September 2018. In comparison, the ridership for the same period last year was 186,780, which represents a decline of 2.8%. In comparison, the annual decline was 5.8% the previous year. Interestingly, the two Highway 1 fixed-routes experienced increased ridership (Route 12 SLO-Morro Bay up 5.4%, and Route 15 North Coast up 9.2%), while the US-101 routes experienced declines (Route 9 SLO-Paso down 10.7%, and Route 10 SLO-Santa Maria down 3.7%). Strong August and September ridership on the Route 14 SLO-Cuesta College service led that route's outstanding 132.3% increase, which has put it on track to regain the losses experienced in FY17-18 in comparison to FY16-17. The strong weekday

ridership on Route 15 is likely due to the Cayucos school tripper service to Morro Bay High School. See the graphs on page A-1-6 for details on each fixed-route's ridership trends over the past five fiscal years.

- Runabout ridership totaled 10,174, which is 1.6% lower than the total from the first three months of the previous year (10,335). Staff will continue to look for ways to reduce Runabout demand and/or reduce costs for this highly-subsidized and federally mandated program.
- Trends over the past five years for productivity, which is defined as the average number of passenger-boardings per service hour, are provided in the graphs on page A-1-7. Following several years of ridership declines, staff has done a good job in tailoring service levels to changing demand levels, which has kept productivity strong.
- In terms of financial results, staff worked hard to keep operating and capital costs within budget in light of the declining ridership. Some important takeaways include:
 - In terms of overall non-capital expenses, we are slightly below budget – 22.8% through 25% of the fiscal year.
 - Administrative costs equated to 104.8% of YTD budget (26.2% through 25% of the fiscal year). This deviation is primarily due to the need to incur unanticipated professional technical services.
 - Overall Service Delivery costs equated to 88.6% of YTD budget (22.1% through 25% of the year); these costs include both day-to-day operations and vehicle maintenance activities. The greatest variance was experienced in higher than budgeted fuel costs (107.2% of YTD budget), which is the third-greatest single line-item in our budget. This increase in fuel prices also likely impacted fixed-route ridership as some riders chose to ride RTA services instead of driving their personal automobiles. We have thankfully avoided any major component failures/replacement, which resulted in lower costs related to vehicle maintenance (parts, supplies & materials); we have expended only 67.8% of YTD budget on these types of repairs.
 - The farebox recovery ratio for core fixed-route services equated to 22.7% (27.1% last year), while Runabout achieved a ratio of 5.2% (4.6% last year). The RTA's results for this performance measure below the SBP standard of 25%, yet they are well above the 17.15% requirement established by SLOCOG for FY18-19.
 - The YTD subsidy per passenger-trip on core fixed route services was \$5.60 (\$4.65 last year) and for Runabout it was \$74.56 (\$67.41 last year).

Although we not yet received quarterly information from our transit agency partners, please remember that many Runabout trips are provided on fixed-route services through negotiated/interagency agreements. When those boardings and the fare payments are included, the overall Runabout-eligible subsidy per passenger-trip is actually quite lower – much more in-line with nationwide experience in larger, more-dense urban areas. We will provide details at the next Board meeting.





SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

A-1-8

		Adopted Budget FY 2018-19	August Actual	September Budget	September Actual	September Variance	Year to Date FY 2018-19	Percent of Total Budget FY 2018-19
	Hours	72,080	6,347	6,007	5,598	409	17,804	24.7%
	Miles	1,624,850	142,181	135,404	124,903	10,501	396,913	24.4%
Administration:								
Labor	operations cost	894,050	70,665	74,504	70,942	3,563	208,580	23.3%
Labor - Administration Workers Comp	operations cost	65,150	497	-	-	-	16,091	24.7%
Office Space Rental	operations cost	458,500	38,721	38,208	35,381	2,827	112,750	24.6%
Property Insurance	operations cost	19,780	-	-	-	-	19,721	99.7%
Professional Technical Services	operations cost	98,480	37,729	8,207	-	(17,068)	81,004	82.3%
Professional Development	operations cost	46,270	966	3,856	720	3,136	2,776	6.0%
Operating Expense	operations cost	265,450	17,229	22,121	24,032	(1,911)	56,032	21.1%
Marketing and Reproduction	hourly	95,530	4,619	7,961	3,728	4,232	9,130	9.6%
North County Management Contract	operations cost	(43,740)	(3,645)	(3,645)	(3,645)	-	(10,935)	25.0%
County Management Contract	operations cost	(90,130)	(7,511)	(7,511)	(7,511)	-	(22,533)	25.0%
SCT Management Contract	operations cost	(124,660)	(10,388)	(10,388)	(10,388)	-	(31,165)	25.0%
Total Administration		1,684,680	148,882	133,313	113,259	20,054	441,451	26.2%
Service Delivery:								
Labor - Operations	hourly	4,556,490	325,183	379,708	323,952	55,756	963,836	21.2%
Labor - Operations Workers Comp	hourly	440,830	3,364	-	-	-	108,879	24.7%
Labor - Maintenance	hourly	1,033,450	73,831	86,121	80,701	5,420	227,850	22.0%
Labor - Maintenance Workers Comp	hourly	129,010	985	-	-	-	31,864	24.7%
Fuel	miles	991,560	97,717	82,630	83,484	(854)	265,760	26.8%
Insurance	miles	720,500	58,760	60,042	58,760	1,282	176,279	24.5%
Special Transportation (for SLOCAT and Paso)	n/a	43,900	3,870	3,658	3,730	(72)	11,156	25.4%
Avila Trolley	n/a	61,750	8,234	10,292	7,338	2,954	23,810	38.6%
Maintenance (parts, supplies, materials)	miles	703,460	38,120	58,622	48,196	10,426	114,850	16.3%
Maintenance Contract Costs	miles	129,870	2,056	10,823	12,252	(1,429)	26,302	20.3%
Total Operations		8,810,820	612,118	691,894	618,411	73,483	1,950,587	22.1%
Capital/Studies:								
Computer System Maintenance/Upgrades		31,830	5,629	-	-	-	16,321	51.3%
Miscellaneous Capital								
Specialized Maintenance Tools		51,700	-	-	-	-	-	0.0%
Desks and Office Equipment		10,000	-	-	-	-	-	0.0%
Bus Stop Improvements/Bus Stop Solar Lighting		36,470	-	15,250	15,204	46	17,904	49.1%
Vehicles								
Support Vehicles		18,000	-	-	-	-	-	0.0%
40' Coaches		3,140,380	1,539,728	9,500	9,404	-	1,549,132	49.3%
Cutaway and Dial A Ride Vehicles		81,520	-	-	-	-	-	0.0%
Runabout Vehicles		729,320	-	-	-	-	-	0.0%
Total Capital Outlay		4,099,220	1,545,357	24,750	24,608	142	1,583,357	38.6%
Contingency	hourly	125,950	-	10,496	25,275	(14,779)	25,275	20.1%
Interest Expense	operations cost	11,640	1,051	970	1,017	(47)	3,181	27.3%
Loan Paydown		211,670	-	-	-	-	-	0.0%
Short Range Transit Plan - Nipomo		22,750	-	-	-	-	-	0.0%
Elks Lane Project		888,870	-	-	-	-	-	0.0%
Management Contracts		258,530	21,544	21,544	21,544	-	64,633	25.0%
TOTAL FUNDING USES		16,114,130	2,328,952	882,967	804,115	78,852	4,068,483	25.2%
TOTAL NON-CAPITAL EXPENDITURES		10,891,620	783,595	858,217	779,506	78,710	2,485,126	22.8%

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU SEPTEMBER 30, 2018
CURRENT FISCAL YEAR - 2018/2019**

	RT 9 P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	RT 7 PASO EXPRESS ROUTE A	RT 8 PASO EXPRESS ROUTE B	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE	RUNABOUT	SYSTEM TOTAL
REVENUES:												
FARES	\$ 99,960	\$ 105,649	\$ 75,405	\$ 7,225	\$ 10,181	\$ 298,420	\$ 17,069	\$ 17,605	\$ 34,674	\$ 1,484	\$ 41,325	\$ 375,903
TOTAL ROUTE REVENUES	\$ 99,960	\$ 105,649	\$ 75,405	\$ 7,225	\$ 10,181	\$ 298,420	\$ 17,069	\$ 17,605	\$ 34,674	\$ 1,484	\$ 41,325	\$ 375,903
EXPENDITURES:												
ADMINISTRATION	\$ 94,679	\$ 77,704	\$ 51,215	\$ 4,700	\$ 21,306	\$ 249,603	\$ 4,604	\$ 4,383	\$ 8,987	\$ 1,948	\$ 188,608	\$ 449,146
MARKETING	3,418	2,818	1,864	225	805	9,130	-	-	-	-	-	9,130
OPERATIONS/CONTINGENCY	280,269	235,045	152,040	14,281	65,683	747,317	69,529	66,689	136,218	25,501	518,108	1,427,144
FUEL	68,791	67,562	37,865	3,452	20,490	198,160	8,214	8,086	16,300	1,296	44,563	260,320
INSURANCE	38,676	37,980	21,292	1,941	11,524	111,412	4,579	4,509	9,088	1,181	48,615	170,296
TOTAL EXPENDITURES	\$ 485,832	\$ 421,108	\$ 264,274	\$ 24,599	\$ 119,809	\$ 1,315,622	\$ 86,926	\$ 83,668	\$ 170,594	\$ 29,925	\$ 799,894	\$ 2,316,035
FAREBOX RATIO	20.6%	25.1%	28.5%	29.4%	8.5%	22.7%	19.6%	21.0%	20.3%	5.0%	5.2%	16.2%
SERVICE MILES	90,211.9	88,575.8	49,644.7	4,465.0	26,806.1	259,703.4	10,671.5	10,505.7	21,177.2	2,758.0	113,274.0	396,912.7
SERVICE HOURS	3,438.1	2,823.9	1,862.8	180.7	780.4	9,085.9	782.2	744.5	1,526.7	332.0	6,859.6	17,804.2
RIDERSHIP (Automatic Counters)	62,260	58,317	48,360	6,178	6,489	181,604	13,413	13,359	26,772	624	10,174	219,174
RIDERS PER MILE	0.69	0.65	1.01	1.38	0.26	0.70	1.26	1.27	1.26	0.23	0.09	0.55
RIDERS PER HOUR	17.8	20.5	27.1	34.2	9.0	20.0	17.1	17.9	17.5	1.9	1.5	12.3
COST PER PASSENGER	\$ 7.80	\$ 7.22	\$ 5.46	\$ 3.98	\$ 18.46	\$ 7.24	\$ 6.48	\$ 6.26	\$ 6.37	\$ 47.96	\$ 78.62	\$ 10.57
SUBSIDY PER PASSENGER	\$ 6.20	\$ 5.41	\$ 3.91	\$ 2.81	\$ 16.89	\$ 5.60	\$ 5.21	\$ 4.95	\$ 5.08	\$ 45.58	\$ 74.56	\$ 8.85
RIDERSHIP (GFI Fareboxes)	58,786	50,242	40,301	3,923	5,223	158,475	13,118	13,378	26,496	624	10,174	195,769
RIDERS PER MILE	0.65	0.57	0.81	0.88	0.19	0.61	1.23	1.27	1.25	0.23	0.09	0.49
RIDERS PER HOUR	17.1	17.8	21.6	21.7	6.7	17.4	16.8	18.0	17.4	1.9	1.5	11.0
COST PER PASSENGER	\$ 8.26	\$ 8.38	\$ 6.56	\$ 6.27	\$ 22.94	\$ 8.30	\$ 6.63	\$ 6.25	\$ 6.44	\$ 47.96	\$ 78.62	\$ 11.83
SUBSIDY PER PASSENGER	\$ 6.56	\$ 6.28	\$ 4.69	\$ 4.43	\$ 20.99	\$ 6.42	\$ 5.33	\$ 4.94	\$ 5.13	\$ 45.58	\$ 74.56	\$ 9.91

A-1-9

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
NOVEMBER 7, 2018
STAFF REPORT**

AGENDA ITEM: A-2

TOPIC: Strategic Business Plan Results

ACTION: Receive as Information

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Receive Annual Report on Performance Results through August 31, 2018

BACKGROUND/DISCUSSION:

The Strategic Business Plan (SBP) includes Vision and Mission Statements, as well as “stretch” performance standards to ensure the RTA continually seeks to improve its services. The RTA Board adopted its updated 2018-2020 SBP at its March 7, 2018 meeting. This is the second report that compares actual performance results against the newly adopted standards.

The attached report presents our year to date (YTD) results for the first quarter of FY18-19, as well as comparative information for prior fiscal years. Please note that the financial figures are unaudited estimates, but they provide a reasonable representation of each applicable financial measure. For measurement purposes, our *2016 Short Range Transit Plan* sets the base goals that the RTA believes it can achieve, and the SBP sets the standards that we strive to achieve.

The table on the next page presents a “dashboard” view of easily-reported objective standards and our year to date results. We did not achieve the adopted standard in those areas presented in red, while the metrics presented in green show our successes. The areas where RTA core services failed to meet our SBP standards is productivity – the number of one-way passenger-boardings per hour of service – for regional fixed route and Runabout, and the average number of miles traveled between preventable collisions. All other objective standards were met. Staff will continue to closely monitor ridership and seek to increase boardings through a variety of marketing efforts. Information gathered from preventable collisions is evaluated as training is developed for new and current employees.

RTA's YTD FY18-19 Performance Results			
Performance Metric	Standard	Result	Achieved?
Regional Fixed-Route Productivity (boardings/hour)	22.0	20.7	No
Route 15 Deviated Fixed-Route Productivity	8.0	8.2	Yes
Runabout Productivity	2.0	1.5	No
Fixed-Route Service Delivery (actual divided by scheduled)	99%	100%	Yes
Regional Fixed-Route On-Time Performance	85%	85%	Yes
Route 15 Deviated Fixed-Route On-Time Performance	70%	71%	Yes
Runabout On-Time Performance	95%	98%	Yes
Fixed-Route Bus Overcrowding	Various load factors	None exceeded	Yes
Systemwide Operating Budget (live within means)	< 100%	15.0%	Yes
Farebox Recovery Ratio (fares / net operating costs)	20.0%	24.8%	Yes
Preventable Collision Rate (per 100k miles traveled)	1.0	2.24	No
Preventable Workers Compensation Rate	Lost-time <6	2	Yes
	Med-only <10	2	
Risk Management Costs (percent of operating budget)	Industry norms	At or below market	Yes
Road Calls (per 100k miles traveled)	5.0	4.7	Yes

The ensuing pages present a narrative summary for each of the metrics presented in the dashboard, as well as for each of the subjective standards.

Staff Recommendation:

Receive the attached report on key performance indicator results achieved YTD in FY18-19.

Focused 2018-20 Strategic Business Plan Standards of Excellence

Standards of Excellence Section 1: Service Quality and Efficiency – We will deliver dependable, customer focused and efficient transit services to the communities that we serve. Further, we will look for opportunities to deploy innovative new service within budgetary constraints.

Standard 1: The Productivity (one-way passenger-boardings per vehicle service hour) standards are presented below for regularly-scheduled / year-round services:

- A. Regional intercity fixed-route (RTA Routes 9, 10, 12 & 14) services shall be 22 or greater.
- B. Route deviation services (such as RTA Route 15) will be 8.0 or greater.
- C. Local fixed-route (Paso Express Routes A & B, and SoCo Transit Routes 21, 24, 27 & 28) shall be 17 or greater.
- D. Runabout and other demand response services will be 2.0 or greater.

Any recommended changes to seasonal or lifeline services (i.e., Shandon Dial-A-Ride) will include target productivity standards that must be met in order to qualify for continued funding.

Measurement: Objective.

- Reviewed monthly by Operations, and reported by Executive Director at each Board meeting.

FY18 Productivity													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA Fixed	20.8	22.0	24.4	22.7	21.4	18.0	21.1	20.8	20.9	23.2	21.1	18.1	21.1
Rte 15	8.4	8.3	8.0	7.4	7.9	7.5	7.6	4.5	7.5	7.4	7.6	6.9	7.4
Paso Express	16.1	16.9	20.6	18.8	19.1	17.9	17.1	17.8	16.3	19.7	19.9	18.3	17.9
Runabout	1.5	1.5	1.6	1.5	1.4	1.4	1.3	1.4	1.5	1.5	1.5	1.5	1.5
Paso DAR	2.1	2.0	2.1	2.2	2.3	2.1	2.2	1.7	2.1	1.9	2.0	2.2	2.1
Nipomo DAR	2.7	3.1	4.6	4.3	3.7	3.6	3.4	4.1	3.9	3.9	3.9	2.9	3.7

FY19 Productivity													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA Fixed	19.4	21.9											20.7
Rte 15	7.6	8.7											8.2
Paso Express	16.5	17.7											17.1
Runabout	1.5	1.5											1.5
Paso DAR	1.7	1.9											1.8
Nipomo DAR	1.7	3.5											2.6

As depicted in the table above, we exceeded the YTD standards for Paso Express, Paso Dial-A-Ride and Nipomo Dial-A-Ride. However, we did not meet the YTD standards for RTA regional fixed-routes, RTA Route 15 or Runabout. Of worthy note is Paso Express's 4th quarter, which was their best of the year. If recent ridership declines/stagnation

trends continue, this will be an area of concern for the RTA and our partner transit agencies.

Standard 2: The Service Delivery rate for all regularly-scheduled / year-round services shall be 99% or greater.

Measurement: Objective.

- Reviewed quarterly by Operations, and reported by Executive Director bi-annually to the Board.

As long as a scheduled fixed route bus trip is delivered ahead of the next scheduled bus trip, then service is considered “delivered” (but that late trip will still be reported under the on-time performance measure discussed below). The service delivery goal is 99% or greater. The RTA delivers about 2,644 trips per month, and missed one scheduled trip in FY17-18, or a service delivery achievement of 99.99%. Paso Express delivers about 634 trips per month, and missed zero trips in FY17-18 for a performance of 100%.

Standard 3: “On-time” is defined as no later than six minutes from any time point in the published schedule. We recognize that making scheduled transfers between buses is vitally important to riders, and staff will explore methods of regularly measuring missed transfers. The following On-Time Performance standards shall apply to regularly-scheduled / year-round services:

- Regional intercity fixed-route and Express runs shall be 85% or greater.
- Local fixed-route shall be 90% or greater.
- Route deviation services shall be 70% or greater.

Measurement: Objective.

- Reviewed quarterly by Operations, and reported by Executive Director bi-annually to the Board.

FY 2018													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA	87%	86%	84%	86%	85%	85%	88%	87%	87%	86%	86%	88%	86%
Paso	88%	88%	88%	91%	92%	87%	89%	86%	89%	89%	89%	87%	89%
Rte 15	67%	78%	73%	74%	70%	65%	79%	73%	76%	74%	74%	81%	74%

FY 2019													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA	85%	85%											85%
Paso	87%	85%											86%
Rte 15	73%	69%											71%

As depicted in the table above, we are meeting the standard for RTA intercity fixed-routes and RTA Route 15 deviated fixed-route, but we are not meeting the standard on the two Paso Express local fixed-routes. The year-end performance was less than 1%

short of the 90% goal. One factor is the slight increase in ridership during the last quarter. Staff will continue to look for ways to achieve this goal.

Standard 4: The On-Time Performance (OTP) for Runabout and other demand response services shall be 95% or greater.

Measurement: Objective.

- Reviewed quarterly by Operations, and reported by Executive Director bi-annually to the Board.

Runabout service is considered on-time if the van arrives within 30 minutes of the appointed pick-up time. The goal is 95% or greater, and Runabout has surpassed this goal in each month of FY17-18 into FY18-19, achieving an OTP result of better than 98%. Staff will continue to monitor Runabout's OTP to ensure we continue to achieve this strong result.

Standard 5: The RTA will make consistent efforts to explore new service and service delivery options as well as work with regional efficiencies in the delivery of transportation to the jurisdictions

Measurement: Subjective.

- Reported by the Executive Director and Division Heads annually.
 1. The Morro Bay High School tripper was implemented at the start of the 2018 fall semester. Since starting August 20, 2018, ridership is around 7.2 passengers per bus trip. This equates to a productivity of 28.8 passengers per hour. In comparison, Route 15 weekday ridership is 8.3 riders per hour. In October, ridership is 9.1 riders per bus trip.
 2. Schedule revisions and minor route alignment changes are evaluated routinely to improve service delivery.
 3. Staff monitors ridership and customer comments looking for system improvements.

Standard 6: The RTA will measure Overcrowding as the frequency of instances that the number of passengers on a bus exceeds the number of seats (i.e., 34 passengers on a 34-seat bus equates to a Load Factor of 1.00), as well as the duration of exceedances. The Overcrowding standards are as follows:

- A. The standard for regular fixed-route services is no more than 10% of the monthly total number of bus trips that exceed a Load Factor of 1.25 for greater than 20 minutes.
- B. The standard for Express services is no more than 10% of the monthly total number of bus trips exceeds a Load Factor of 1.00 for greater than 20 minutes.

If the Load Factor standards are exceeded, staff will assign a larger vehicle (if possible); otherwise, the Board will direct staff to evaluate adding scheduled bus trips to spread out the passenger loads.

Measurement: Objective.

- Reviewed quarterly by Operations, and reported by the Executive Director biannually to the Board.

There are currently no trips exceeding the overcrowding standard. Staff will continue to monitor the service for crowding issues.

Standards of Excellence Section 2: Revenue and Resources – While providing excellent service to our customers and communities, we will do so within the financial resources available to us. The financial health of the organization will not be compromised, and we will work to deliver good value for the taxpayers’ investment in the RTA.

Standard 1: The annual operating budget will be based upon projected revenue and the total operating cost will not exceed the budget adopted by the Board.

Measurement: Objective.

- Tracked monthly in financial statements and reported bimonthly to the RTA Board.

Fiscal Year 2012 Result: Operating Costs were 95% of the adopted budget
Fiscal Year 2013 Result: Operating Costs were 93% of the adopted budget
Fiscal Year 2014 Result: Operating Costs were 90% of the adopted budget
Fiscal Year 2015 Result: Operating Costs were 88% of the adopted budget
Fiscal Year 2016 Result: Operating Costs were 90% of the adopted budget
Fiscal Year 2017 Result: Operating Costs were 89% of the adopted budget
Fiscal Year 2018 Result: Operating Costs are 93% of the adopted budget (unaudited)
Fiscal Year 2019 Result: Operating Costs are 22.8% of the adopted budget through September 30, 2018 (25% of the fiscal year)

Budget versus actual expenses data is calculated and reviewed on a monthly basis by RTA staff. This information is reported to the Board at each meeting (typically every other month) to help inform decisions.

Standard 2: The Farebox Recovery Ratio for all regularly scheduled / year-round services shall be 20% greater than the minimum standard required by SLOCOG to meet TDA requirements.

Measurement: Objective.

- Tracked monthly and reported bimonthly to the RTA Board.

Fiscal Year 2012 Result: 28.8%
Fiscal Year 2013 Result: 30.8%
Fiscal Year 2014 Result: 31.5%
Fiscal Year 2015 Result: 26.4% (including Paso Express)
Fiscal Year 2016 Result: 25.7% (including Paso Express)
Fiscal Year 2017 Result: 21.4% (including Paso Express)
Fiscal Year 2018 Result: 20.8% (including Paso Express unaudited)
Fiscal Year 2019 Result: 22.4% (including Paso Express though September 30, 2018)

The RTA consistently meets or exceeds this FRR goal, and ridership remains strong albeit lower than the record achieved in FY13-14. Staff will continue to closely monitor our

FRR performance, particularly as the economy continues to improve, gas prices continue to remain relatively low, and private automobile ownership increases.

Standard 3: No significant annual fiscal and compliance audit findings.

Measurement: Objective.

- Finance and Administration will report any negative audit findings to the RTA Board.

The RTA consistently achieves positive annual fiscal and compliance reports with no significant financial audit findings. Staff strives to improve transparency and continues to implement procedures that exceed the auditors' expectations.

Standard 4: Ensure that all capital procurements provide good value to our customers and our employees.

Measurement: Subjective.

- Evaluated through the Marketing Department's biannual Community Perception Survey, feedback from communities, and review of the annual 5-year capital program by the RTA Board.

The annual capital program is developed by staff and presented to the Board as part of the annual budget-making process. In addition, staff presents budget revision recommendations if conditions change.

Standards of Excellence Section 3: Safety – We recognize the tremendous importance of safety in the operation of RTA service to our customers and communities. Therefore, the safety of our customers and employees will be an organizational priority and we will be proactive in promoting system safety.

Standard 1: Rate of preventable vehicle collisions will not exceed 1.0 per 100,000 miles.

Measurement: Objective.

- Rate shall be tracked by the Safety and Training Manager, and reported annually to the RTA Board.

RTA Fiscal Year 2012-13 Result: 1.14

RTA Fiscal Year 2013-14 Result: 0.74

RTA Fiscal Year 2014-15 Result: 0.73

RTA Fiscal Year 2015-16 Result: 1.03

RTA Fiscal Year 2016-17 Result: 0.37

RTA Fiscal Year 2017-18 Result: 0.94

RTA Fiscal Year 2018-19 to August 31, 2018: 2.24

This result is particularly alarming, although a review of the collision types thankfully demonstrates several minor and non-injury collisions. Staff will continue to track this KPI closely.

Standard 2: Address all safety hazards identified by the Safety Resource Committee.

Measurement: Objective.

- List shall be compiled with action items and timelines by the Safety and Training Manager.

Through October 11, 2018, the Safety Resource Committee has closed-out 19 action items, and 8 open and 2 reoccurring action items remain. Employees are engaged in the Safety Resource and Employee Committee by submitting suggestions. Suggestions that are not directly related to the Committee are forwarded to the appropriate department for resolution. The Committee recently conducted an 8-hour Collision Prevention class and an 8-hour Refresher Training class for new Bus Operators after their first 6 months of driving. In addition, as a new risk reduction effort, we identified Bus Operators with multiple minor fixed-object collisions and/or close-call incidents, and provided focused remedial training for them.

Standard 3: Preventable workers compensation lost-time claims will not exceed six annually, and preventable medical-only claims will not exceed five annually.

Measurement: Objective.

- All work comp claims shall be duly investigated and immediately reported by Finance and Administration staff to our carrier.

Fiscal Year 2010-11 Result: 10

Fiscal Year 2011-12 Result: 16 (includes 7 medical only)

Fiscal Year 2012-13 Result: 11

Fiscal Year 2013-14 Result: 9 (includes 5 medical only)

Fiscal Year 2014-15 Result: 10 (includes 5 medical only)

Fiscal Year 2015-16 Result: 1 lost-time claim (no medical only)

Fiscal Year 2016-17 Result: 5 lost-time claims, and 3 medical only

Fiscal Year 2017-18 Result: 0 lost-time claims, and 7 medical only

Fiscal Year 2018-19 Result: 2 lost-time claims, and 2 medical only (as of August 31, 2018)

Standard 4: Customer and community perception of system safety will be at least 90%.

Measurement: Objective.

- As measured in biannual Community Perception Survey.

The most recent Customer Perception Survey was completed in October 2017, and a full write-up is provided in the January 3, 2018 agenda packet. Question 17 of the customer survey focused on rating 18 service-related rankings, including "Safety on the vehicles and at stops," which received the highest ranking. The average score was 3.6 out of 4, so it meets the 90% standard. The results of the employee survey indicate that our employees ranked safety as second-highest, with an average score of 3.5 out of 4 – which is slightly lower than the 90% standard.

Standard 5: Total risk management costs shall not exceed industry norms. Staff will undertake alternating market surveys every four years for vehicle liability / physical damage coverage and for workers compensation coverage.

Measurement: Objective.

- Tracked monthly by Finance and Administration and reported bimonthly to the RTA Board.
- Reported monthly by Finance and Administration in financials and YTD budget reports.

Fiscal Year 2011 Result: 5.1% of total operating costs
Fiscal Year 2012 Result: 7.5% of total operating costs
Fiscal Year 2013 Result: 7.6% of total operating costs
Fiscal Year 2014 Result: 8.2% of total operating costs
Fiscal Year 2015 Result: 8.7% of total operating costs
Fiscal Year 2016 Result: 10.7% of total operating costs
Fiscal Year 2017 Result: 13.7% of total operating costs
Fiscal Year 2018 Result: 13.4% of total operating costs (unaudited)

Staff has worked hard to close claims submitted in prior years. More importantly, with fewer claims, our workers compensation premiums declined for the first time in many years. Although this is good news, due to the tightening market in California, staff expects risk management costs to continue to escalate unless tort reform or other adjustments are made by the Legislature that could reduce transit agencies' exposure to frivolous lawsuits. If our exposure could be reduced, it would likely increase competition in the market and reduce our risk management costs. Staff is closely monitoring this issue and will report developments back to the Board as information is collected.

Standards of Excellence Section 4: Human Resources – Our employees are the foundation of the organization. We will support our employees in achieving excellence through training and development, teamwork, and continuous efforts at effective communication while treating each with integrity and dignity.

Standard 1: Recruit, promote and retain highly qualified employees to achieve our service standards.

Measurement: Subjective.

- Annual assessment by Executive Director and Department Heads.

The annual calendar year turnover rates for RTA are as follows:

2010 – 24%
2011 – 33%
2012 – 20%
2013 – 12%
2014 – 19%
2015 – 18%

2016 – 14%
2017 – 19%
2018 – 14% (through September 30, 2018)

Standard 2: Provide continuous development of skills and capabilities through ongoing training and development programs that foster personal and professional growth. Department Heads develop training plans as part of annual budget-making process, according the following minimum standards:

- A. Maintenance: 30 Hours per technician annually.
- B. Operations Supervisors: 24 Hours annually.
- C. Bus Operators: 8 Hours Annually.
- D. Finance and Administration: 16 Hours per employee annually.

Measurement: Objective.

- Department Heads evaluated annually for achievement of training objectives.

Staff appreciates the Board’s commitment to funding a relatively robust training budget. It should be noted that ongoing training is a major part of what staff does on a daily basis to help both the organization and staff grow professionally.

- Maintenance: For the current fiscal year, the Technicians have averaged 10 hours per person. For FY17-18, the Technicians averaged 27 hours of training per person.
- Operations Supervisors (24 Hours annually): The YTD average is 20 training hours per person so far in FY18-19. Staff anticipates reaching this standard by the end of the fiscal year.
 - Operations and training staff are attending a series of CARE Training conducted by County Mental Health professionals.
 - Operations and training staff have attended observation training with San Luis Obispo County 911 operators.
 - Operations and training staff are rotating to attend observation training with San Luis Obispo Police Department.
 - RTA staff completes 2-hour Management Sexual Harassment Training every two-years.
- Bus Operator training includes:
 - State-mandated minimum of 8 hours of *Verification of Transit Training* annually.
 - Six-month refresher for new Bus Operators.
 - Focused and customized training designed specifically for Bus Operators at their second anniversary.
- Finance and Administration: these training hours are used by each employee in various ways based on their responsibilities and in consultation with his or her

direct supervisor. For FY18-19, these include the CTA Annual Meeting in October 2018, participating on the CalACT Board, attending CARE training with Operations Supervisor and Training staff, and human resources training sessions.

Standard 3: Enable our employees to achieve excellence in serving our customers by building teamwork and understanding effective communication within the organization.

Measurement: Subjective.

- Employees provided opportunity to provide feedback on organizational communication as part of the Executive Director's annual evaluation.

To help connect staff with passengers on a more personal level, administrative employees and all managers were issued nametags in 2017. This program was also carried forward on all fixed-route buses. We also continually stress the tenets of *Verbal Defense and Influence*, which focused us how to communicate more effectively with each other and our customers – particularly in difficult or threatening situations. A total of thirteen RTA staff members and one SCT staff member also meet bi-weekly to discuss general items that may affect other departments; others are invited as needed and to address specific issues (when possible, including one Bus Operator and one Road Supervisor). Finally, the Executive Director and the three department heads meet weekly to ensure consistency in messaging and direction for the organization; these four employees also held overnight retreats in July 2015, July 2016 and October 2017 to address challenges and major projects facing the organization.

Standard 4: Employees will be evaluated annually in a fair and equitable way to judge performance and be provided a developmental plan for the next fiscal year.

Measurement: Objective.

- Employee merit evaluations will be provided to each employee annually with the evaluation grading measurement of attainment of department objectives developed during the budget process and achievement of RTA's Standards and RTA's KPIs.

The RTA currently completes formal annual evaluations for administration and management staff. Bus Operators are evaluated based on the requirements of the Collective Bargaining Agreement (CBA) and to ensure the public's safety. Both Technicians and Bus Operators are evaluated as part of the RTA Safety Awards program on their individual anniversary dates.

Standards of Excellence Section 5: Fleet and Facility – We will operate and maintain a modern and clean fleet and facilities that will be pleasing to our customers and a source of pride for our employees and our communities.

Standard 1: If funding permits, the RTA will match SLO Transit’s standard of replacing revenue vehicles when they reach the FTA-defined useful life minimums in terms of service years or miles. If funding remains constrained, negotiate with SLO Transit to ensure neither agency’s buses surpass 40% beyond the FTA standards.

Measurement: Objective.

- As tracked by Finance and Administration as part of grant-making efforts.

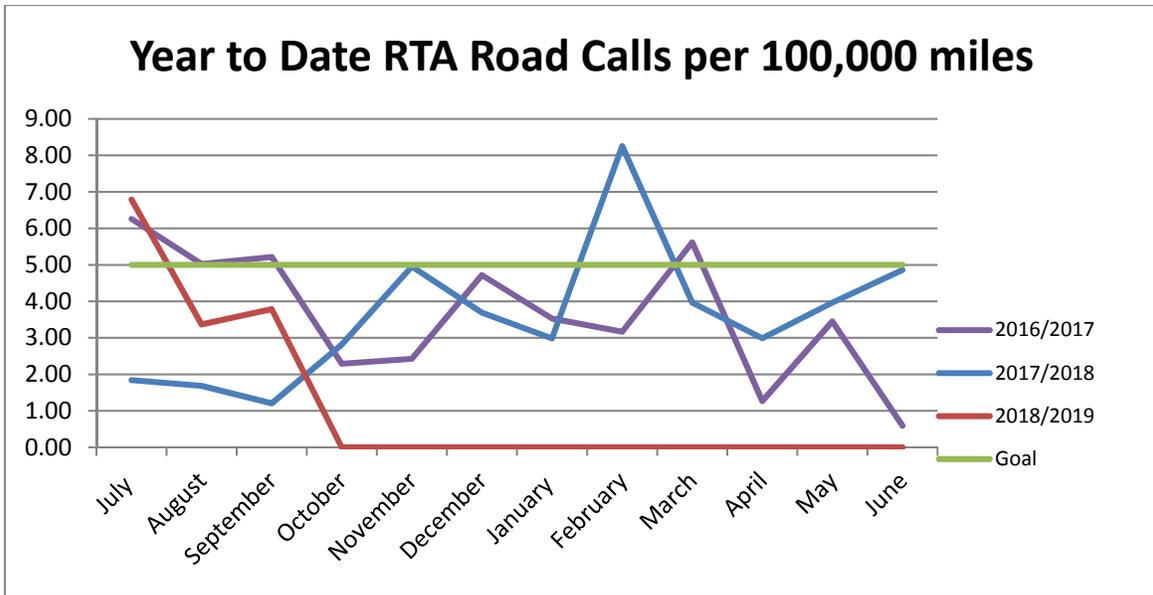
As of September 30, 2018, the average RTA fixed-route vehicle age (including Paso Express fixed-route vehicles) is 5.5 years with an average of 288,532 miles. The design life of a heavy-duty fixed-route bus is 12-years/500,000 miles. The average demand response vehicle age (including Runabout and other Dial-A-Ride vans) is 3.5 years with an average of 80,525 miles. The design life of a demand response van is 4-years/100,000 miles, so we are currently within the RTA’s standards. Our capital program was updated as part of the 2016 SRTP update, which was adopted by the RTA Board in July 2016. In addition, a five-year capital program is included in each annual budget document.

Standard 2: Road calls will not exceed five per 100,000 vehicle service miles. A road call is defined as all mechanical or other vehicle-related failures that affect the completion of a scheduled revenue trip or the start of the next scheduled revenue trip, including failures during deadheading and layover.

Measurement: Objective.

- As tracked and reported by the Maintenance Department, and reported biannually to the RTA Board.

As depicted in the graph below, this standard has been achieved in all but four months over the past three fiscal years. The year-end average was 3.63 in FY16-17, 3.6 in FY 17-18, and 4.65 so far in FY 18-19. The RTA uses the same definition of a road call as used in the National Transit Database. We will closely track this standard as our fleet ages and/or if breakdowns appear to be happening more frequently.



Standard 3: Maintain a clean, attractive fleet. Maintain our facilities so that they are safe and appealing to customers and employees.

Measurement: Subjective.

- As measured by employee and customer feedback.

The results of the October 2017 comprehensive Customer Perception Survey was reported in the January 3, 2018 Board meeting. Two questions were included in the customer survey (“Cleanliness of buses,” and “Bus exterior appearance”), and they received average scores of 3.40 (sixth-highest ranking) and 3.49 (third-highest ranking), respectively. However, the employees ranked “Cleanliness of buses as second-lowest, with an average score of 2.98 out of four, while “Bus exterior appearance” third-worst (3.12).

Standard 4: Achieve an 80% favorable rating of bus stop appearance by customers and the communities that we serve.

Measurement: Objective.

- As measured in the biannual Community Perception Survey.

Bus stop appearance was included in the October 2017 Customer Perception Survey. Customers ranked it tied for tenth-highest (3.31), while employees ranked it worst (2.92). In summary, our customers’ ranking met the 80% favorable standard, while our employees ranked it below the standard.

Standard 5: Achieve all federal- and state-mandated maintenance minimums, as well as vendor recommended maintenance schedules, for our fleet and facilities. The following standards apply:

- A. No negative CHP Annual Terminal Inspection, FTA Triennial Review or TDA Triennial Performance Audit findings.
- B. Preventative maintenance schedules for all equipment shall be done on a timely basis (3,000 mile intervals or as mandated by equipment OEM vendor).

Measurement: Objective.

- As tracked by the Maintenance Department, and reported annually to the RTA Board.

There were no negative findings in the 2017 TDA Triennial Performance Audit nor in the recent 2016 FTA Triennial Review. Preventable maintenance has been completed on a timely basis, with no CHP findings.

Standards of Excellence Section 6: Leadership – We will strive to be one of the nation’s leading small transit operators. We will work to maintain collaborative relationships within the industry, within our community, and with our stakeholders. We will develop future leaders from within our organization.

Standard 1: Maintain cooperative relationships with federal, state and local funding agencies.

Measurement: Subjective.

- Will be reviewed by staff and RTA Board.

Staff believes that we have fostered a strong relationship with our partners at the federal, state and local levels. If any issues arise (i.e., the recent ARB *Innovative Clean Transit* proposal), it is brought to the Board’s attention for direction.

Standard 2: Develop partnerships with stakeholders, community leaders and decision makers, while keeping them well informed of the integral role of RTA and contributions to the communities that we serve.

Measurement: Subjective.

- To be evaluated and monitored by RTA Board.

The agency’s partnership successes are formally discussed by the Board during the Executive Director’s annual evaluation. However, issues and ideas are also forwarded by community members to both the Board and staff throughout the year. The Executive Director also attends City Council and Board of Supervisors meetings throughout the year, as well as community outreach events and workshops.

Standard 3: Promote effective internal communications and promote the values of the organization.

Measure: Subjective.

- To be evaluated by Executive Director.

Promoting effective internal communication is a task that always requires high- and mid-level nurturing. Senior staff meets weekly to discuss effective communications and our organizational values, while a broader group meet bi-weekly to strive to ensure messaging is consistent and useful. Like any organization that is not afraid to “peel back the layers,” we often find examples of where we can improve. We have recently worked with third-party consultants to improve communication protocols among the departments/divisions in the organization, with focused sessions with a few employees that sometimes struggle with self-awareness about how comments or attitude can affect others both within and outside the company. While we believe we are making strides, this is an area in which improvements can always be realized and the work is never “done.”

Standard 4: Provide effective leadership for public transportation within the County.

Measurement: Subjective.

- To be evaluated by Executive Director and RTA Board.

Similar to the discussion on Standard 4 above, the Executive Director’s leadership is evaluated annually as part of his review. The Executive Director also discusses leadership successes and goals with his three department heads as part of their annual evaluation. Finally, the Executive Director and other senior RTA staff discuss direction with other transit agency staff during quarterly RTAC meetings and other transit-focused meetings (i.e., FTA 5307 planning, UZA MOU discussions, SSTAC, etc.) throughout the year.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
NOVEMBER 7, 2018
STAFF REPORT**

AGENDA ITEM: A-3

TOPIC: Americans with Disabilities Act Service Area

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Set Public Hearing to Consider: Exclude ADA Commuter Service, Clarify ADA Service Areas, “Grandfather” Existing Runabout Riders in Previously Abandoned Service Areas

BACKGROUND/DISCUSSION:

Staff is seeking the RTA Board’s input on three Runabout service parameters. The first parameter is to exempt Commuter Bus service corridors from Runabout service. The second is to correct a past oversight, and the third is to automatically revise Runabout service parameters effective on the date that future fixed-route service changes are implemented.

All three of staff’s recommendations detailed below are considered a “major change” as defined in the *RTA Policy and Procedures for Public Comment Regarding Fare or Service Changes* document, which requires that a public hearing be conducted by the RTA Board before any changes can be implemented. As such, staff is asking the Board to set a Public Hearing on January 9, 2019 to consider the recommended service changes

Background on the ADA

The Americans with Disabilities Act of 1990 (ADA) established complementary paratransit service requirements along fixed-routes. In essence, each public entity operating a fixed route system must provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed-route system. To meet the service area requirements, the RTA established the minimum ¾-mile boundary along both sides of each fixed-route within the County, including fixed-route services provided by the RTA, SLO Transit, and South County Transit.

Exemption for Commuter Bus Service

Certain exemptions to the ADA exist, primarily as it relates to Commuter Bus service – what the RTA has deemed “Express Routes” in all of our marketing materials. However, the RTA has never yet formally implemented that exclusion. Commuter Bus service means fixed-route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between a central business district and outlying communities. Commuter Bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation. The RTA Express Routes meet the ADA’s definition of Commuter Bus service, and thus the RTA is not required to provide Runabout service along areas solely traveled by Express Route buses. An example is the boundary around the US-101 corridor between Willow Road and Tefft Street in Nipomo: the RTA Route 10 Express buses remain on the freeway, while the local Route 10 buses operate on Willow, Thompson and Tefft. Without exempting Commuter Bus service from the ADA service area, persons living within the ¾-mile boundary west of US-101 would technically be eligible for highly-subsidized Runabout service. Another example is on Route 9 in North County, where the Express buses remain on US-101 rather than the “local” portions of El Camino Real in Santa Margarita and Atascadero.

Staff recommends that the Board consider formally excluding service along Express Routes as of January 31, 2019. Of course, the ¾-mile boundary along the fixed-routes would continue to be provided Runabout service.

Grandfathering of Runabout Riders’ Homes Along Abandoned Corridors

When the RTA Route 11 and Route 13 Express service – which operated along Los Osos Valley Road between San Luis Obispo and Los Osos – was eliminated in 2013, the Runabout service area was never amended to prohibit serving the abandoned corridor. More specifically, several Runabout riders who live in a mobile home park along Los Osos Valley Road just east of Los Osos were granted eligibility when the Routes 11 and 13 Express Route services were operated in 2011-13. Staff is recommending that current enrollees continue to be provided Runabout service to their homes in that area, but that after January 31, 2019 no new Runabout applicants would be granted service to that area. Of course, this would cause future residents of the mobile home park to be excluded from front-door service, even though it is possible that their next-door neighbor is provided continued Runabout service to their home.

Automatic Changes to Runabout Service When Fixed-Routes are Revised

Finally, staff recommends that the Board consider adopting a policy to automatically revise the Runabout service criteria on the effective date that fixed-route service changes are implemented – both in terms of service area, and service days and service hours.

Staff Recommendations

Call for a Public Hearing on January 9, 2019 to consider the changes outlined below:

- a. Exclude RTA Express Routes when determining the Runabout service area. This would be effective on January 31, 2019.
- b. Maintain Runabout eligibility for existing enrollees who live within the $\frac{3}{4}$ -mile boundary of the former RTA Routes 11 and 13 along Los Osos Valley Road near Los Osos. Direct staff to immediately send letters to each affected enrollee to explain that the Board will consider “grandfathering” his or her eligibility for front-door service but that service to the homes of their neighbors who apply for eligibility after January 31, 2019 would be excluded.
- c. Automatically alter Runabout service criteria (service area, and days and hours of service) upon the effective date of fixed-route service changes. Any existing Runabout enrollees in the affected areas would be mailed notices of the “grandfathering” of their home in the then-excluded service area.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
NOVEMBER 7, 2018
STAFF REPORT**

AGENDA ITEM: B-1

TOPIC: Fiscal Year 2018-19 Capital Budget Amendment

ACTION: Approve FY18-19 Budget Amendment

PRESENTED BY: Tania Arnold

STAFF RECOMMENDATION: Approve Budget Amendment

SUMMARY:

The Fiscal Year 2018-19 RTA operating and capital budget was adopted on May 2, 2018 and was based on a range of assumptions, including pending delivery dates for FY17-18 capital projects.

At this time, staff is bringing back capital items that are being carried over from FY17-18 to FY18-19 and adding one additional funding source. Please note, none of the items require additional funds.

The following is a detailed description of the proposed budget adjustments that have been incorporated and highlighted in the amended budget on the following pages with the dollar amount increases noted in the descriptions below.

1. Computer System Maintenance/Upgrades: \$12,000 compromising of State Transit Assistance (STA) Funds used for computer replacements, including two Toughbook replacements for the maintenance staff.
2. Maintenance Equipment: \$25,310 funded with Federal Transit Assistance (FTA) Section 5307 Funds and STA for items such as a parts washer to improve the safety and efficiency of the shop.
3. Specialized Maintenance Tools: \$33,500 funded with FTA 5307 and STA for specialized shop tools and heavy duty floor scrubber.
4. Vehicle ITS: \$61,370 funded with Proposition 1B Safety and Security funding to implement Token Transit and continued improvements to Transit Tracker.
5. Bus Stop Improvements/Bus Stop Solar Lighting: \$204,350 funded with a mix of Proposition 1B Safety and Security, FTA 5307 and FTA 5339 to complete the downtown transit center improvements and the improvements identified in the bus stop improvement plan adopted by the Board in March 2017.

6. Elks Lane Bus Garage Project: \$1,782,830 which includes funding FTA 5307, STA SB1 State of Good Repair and STA SB1 Augmentation for design and engineering.

The net effect for the above referenced budget adjustments results in no financial impact on the jurisdictions.

Note that on September 25, 2018 the RTA was allocated a Department of Transportation grant to help fund the new RTA Bus Garage facility that is currently in design. The amount awarded was \$6.285 million, which was the largest grant amount awarded in California and was made possible by a unique community partnerships between the RTA, SLOCOG, CAPSLO, and the City and County of San Luis Obispo. These funds are not included in this budget amendment, since it will be formally placed under grant in a future federal fiscal year.

Staff Recommendation

Approve the budget amendment as indicated in the staff report.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
PROPOSED AMENDED CAPITAL REVENUE BUDGET FOR 2018/2019**

		2016/2017 COMBINED ACTUAL	2017/2018 AMENDED CAPITAL BUDGET	2017/2018 AMENDED SLOCAT BUDGET	2017/2018 AMENDED N. COUNTY BUDGET	2018/2019 ADOPTED CAPITAL BUDGET	2018/2019 AMENDED CAPITAL BUDGET	2018/2019 ADOPTED SLOCAT BUDGET	2018/2019 ADOPTED N. COUNTY BUDGET	2019/2020 PROJECTED CAPITAL BUDGET	2019/2020 PROJECTED SLOCAT BUDGET	2019/2020 PROJECTED N. COUNTY BUDGET
FUNDING SOURCES:												
	CAPITAL PROJECTS RESERVE	770,206	821,573	8,690	40,330	656,950	656,950	119,330	235,630	530,800	119,330	342,580
1.	ESTIMATED FUND BALANCE	770,206	821,573	8,690	40,330	656,950	656,950	119,330	235,630	530,800	119,330	342,580
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR											
	CAPITAL PROJECTS RESERVE	870,593	656,953	119,330	123,740	530,800	530,800	119,330	342,580	512,610	119,330	5,320
	TOTAL	870,593	656,953	119,330	123,740	530,800	530,800	119,330	342,580	512,610	119,330	5,320
3.	FUND BALANCE AVAILABLE	(100,387)	164,620	(110,640)	(83,410)	126,150	126,150	-	(106,950)	18,190	-	337,260
NON TDA SOURCES												
	STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION IN FY 18/19	518,695	410,000	71,590	57,880	384,580	505,040	39,050	106,950	492,160	-	106,950
	LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)	26,961	264,040	-	-	-	-	-	-	-	-	-
	PROPOSITION 1B FUNDING - SAFETY & SECURITY	574,699	210,180	-	-	-	134,990	-	-	-	-	-
	STA SB1 AUGMENTATION (Prior Years) & STATE OF GOOD REPAIR	-	806,120	39,050	25,530	388,880	1,195,000	-	-	-	-	-
	PROPOSITION 1B FUNDING - BUS REPLACEMENT	-	-	-	-	683,170	683,170	-	-	-	-	-
	CONGESTION MITIGATION AND AIR QUALITY (CMAQ)	-	-	-	-	396,000	396,000	-	-	-	-	-
	RURAL TRANSIT FUND (Capital)	63,652	-	-	-	-	-	-	-	-	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	97,531	337,090	-	-	983,970	1,314,240	-	-	290,640	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5309) - State of Good Repair	4,189	-	-	-	-	-	-	-	-	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5339) - Bus and Bus Facilities	3,663	79,220	-	-	873,210	939,520	65,220	-	-	-	409,820
	FEDERAL TRANSIT ADM (FTA) (Section 5307-North County)	295,702	982,170	-	-	398,310	777,250	-	-	351,900	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307-South County)	257,531	389,890	-	-	883,970	1,166,240	-	-	290,640	-	-
4.	SUB TOTAL	1,842,623	3,478,710	110,640	83,410	4,992,090	7,111,450	104,270	106,950	1,425,340	-	516,770
5.	TOTAL FUND BALANCE & NON TDA FUNDING	1,742,236	3,643,330	-	-	5,118,240	7,237,600	104,270	-	1,443,530	-	854,030
6.	NET TDA REQUIREMENTS	-	-	-	-	-	-	-	-	-	-	26,670
7.	TOTAL FUNDING SOURCES	1,742,236	3,643,330	-	-	5,118,240	7,237,600	104,270	-	1,443,530	-	880,700
FUNDING USES:												
	CAPITAL	1,541,640	3,442,730	-	-	4,906,570	7,025,930	104,270	-	1,443,530	-	880,700
	LOAN PAYDOWN	200,596	200,600	-	-	211,670	211,670	-	-	-	-	-
9.	TOTAL FUNDING USES	1,742,236	3,643,330	-	-	5,118,240	7,237,600	104,270	-	1,443,530	-	880,700

B-13

	Actual Capital Expenditures FY 2016-17	Amended Capital Budget FY 2017-18	Adopted Capital Budget FY 2018-19	Amended Capital Budget FY 2018-19	Projected Capital Budget FY 2019-20	Projected Capital Budget FY 2020-21	Projected Capital Budget FY 2021-22	Projected Capital Budget FY 2022-23
Capital Expenditures								
Capital/Studies:								
Computer System Maintenance/Upgrades	37,217	52,220	31,830	43,830	46,020	48,320	50,740	53,280
Miscellaneous Capital								
Facility Improvements	-	32,540	-	-	-	-	-	-
Maintenance Equipment	29,103	42,010	-	25,310	-	-	-	-
Rotary Lift/Wireless Lift	-	-	-	-	-	-	-	-
Passenger Protection 1300 buses	4,536	-	-	-	-	-	-	-
Specialized Maintenance Tools	-	33,500	51,700	85,200	89,460	-	-	-
Desks and Office Equipment	9,595	6,600	10,000	10,000	-	-	-	-
Radios	-	-	-	-	-	6,600	-	-
Vehicle ITS/Camera System	590,451	163,510	-	61,370	-	-	-	-
Bus Stop Improvements/Bus Stop Solar Lighting	16,860	295,100	36,470	240,820	252,860	265,500	278,780	292,720
Bus Rehabilitation	-	126,000	-	-	-	-	-	-
RouteMatch Dispatching Software/Call Back System	33,150	-	-	-	-	-	-	-
Vehicles	-	-	-	-	-	-	-	-
Support Vehicles	60,618	-	18,000	18,000	-	56,700	63,000	-
40' Coaches	-	-	3,140,380	3,140,380	-	631,800	1,326,700	4,875,600
Trolley replacement vehicles	204,268	-	-	-	-	-	-	253,300
Cutaway and Dial A Ride Vehicles	-	-	81,520	81,520	880,700	-	-	-
Runabout Vehicles	289,284	-	729,320	729,320	555,200	261,300	316,600	-
Total Capital Outlay	1,275,082	751,480	4,099,220	4,435,750	1,824,240	1,270,220	2,035,820	5,474,900
Loan Pay down	200,596	200,600	211,670	211,670	-	-	-	-
Short Range Transit Plans - Nipomo	-	-	22,750	22,750	-	-	-	-
Elks Lane Project	126,391	1,831,420	888,870	2,671,700	499,990	6,000,000	4,000,000	-
Paso Property Improvements	140,167	859,830	-	-	-	-	-	-
TOTAL FUNDING USES	<u>1,742,236</u>	<u>3,643,330</u>	<u>5,222,510</u>	<u>7,341,870</u>	<u>2,324,230</u>	<u>7,270,220</u>	<u>6,035,820</u>	<u>5,474,900</u>

B-1-4

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

NOVEMBER 7, 2018

STAFF REPORT

AGENDA ITEM: B-2

TOPIC: Agreement for Municipal Advisory Services with KNN Public Finance

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Authorize Executive Director to execute an Agreement for Municipal Advisory Services with KNN Public Finance

BACKGROUND/DISCUSSION:

On September 25, 2018, the RTA was awarded a Department of Transportation grant to help fund the new RTA Bus Garage facility that is currently in design. The amount awarded was \$6.285 million, which was the largest grant amount awarded in California and was made possible by a unique community partnerships between the RTA, SLOCOG, CAPSLO, and the City and County of San Luis Obispo. As a reminder, the new facility is needed because we have outgrown the current facility and the lease expires in February 2022.

Although this is a significant step forward toward funding the construction of the new facility, there is still significant funding needed to complete the project. As was noted during the July 11, 2018 RTA Board meeting, the latest figures we are now using for grant-making purposes result in a construction-only estimate of \$17.7 million, or \$23 million total. Staff plans to bring 30% Design Development cost estimates to the Board in early 2019 to determine if a “Plan B” alternative should also be pursued – complete the design/engineering and project entitlement process, while also seeking to extend our current lease past February 2022. That would allow us additional time to continue to seek outside grant funding, but also risks continued escalating construction costs.

Staff is also working with the County Auditor to develop possible bonding strategies. As part of the process to develop possible bonding strategies, staff is working with KNN Public Finance, who also assists the County of San Luis Obispo. Although staff anticipates the cost of services to be closer to \$5,000, staff is requesting authority up to \$10,000; if it appears that the costs will exceed \$5,000, staff will report it to the Board.

Staff Recommendation

Staff requests the Board’s concurrence to authorize the Executive Director to execute an Agreement for Municipal Advisory Services with KNN Public Finance for an amount not to exceed \$10,000.

**Agreement for
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the ____ day of _____, ____ by and between SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, hereinafter "Agency" and KNN PUBLIC FINANCE, a California Limited Liability Company, hereinafter "KNN".

WITNESSETH

WHEREAS, the Agency desires to receive professional financial advice from an independent Municipal Advisor; and

WHEREAS, KNN is specially trained, experienced, and competent to perform such services and desires to provide such advice and service to the Agency; and

WHEREAS, KNN is an independent Municipal Advisory firm, registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board ("MSRB"); and

WHEREAS, the Agency desires general "On-Call" Municipal Advisory Services and transaction services for a variety of projects;

NOW, THEREFORE, the Agency and KNN agree as follows:

1. KNN acknowledges that, under this Agreement, it has a fiduciary duty to the Agency and agrees to act in the Agency's best interests and must provide both a Duty of Care and a Duty of Loyalty.
2. KNN agrees to provide general "On-Call Municipal Advisory Services as specified in the Scope of Services detailed in **Exhibit A** of this Agreement, as needed.
3. KNN agrees to provide Transaction Services as specified in the Scope of Services detailed in **Exhibit B** of this Agreement, as needed.
4. KNN hereby confirms that it is registered as a Municipal Advisor with the Securities Exchange Commission and MSRB. KNN is not a broker dealer and does not provide underwriting services under any circumstance.
5. The Agency agrees that in consideration for the foregoing services to be performed by KNN, the Agency will do the following:
 - (a) The Agency will cooperate with KNN and will provide all information which is reasonably required to enable KNN to fulfill its duties to the Agency.
 - (b) The Agency will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.
 - (c) The Agency will furnish KNN with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the Agency.
 - (d) The Agency will pay KNN for the Services set forth in **Exhibits A and B** in

accordance with **Exhibit C** of this Agreement.

6. **Term and Termination**
 - (a) The term of this Agreement shall be from the date hereof, through June 30, 2021. The Agency may extend the Agreement for two consecutive one-year terms.
 - (b) At any time and without cause, this Agreement may be terminated by either party by giving forty-five (45) days written notice to the other.
 - (c) If the Agency determines that there has been a material breach of this Agreement by KNN, the Agency may immediately terminate the contract.
 - (d) KNN's obligations to provide services shall automatically terminate on the effective date of termination.
 - (e) For all other material breaches of this agreement, Agency must give KNN written notice setting forth the nature of the breach. If KNN fails to remedy said breach within ten (10) days from the date of the written notice, Agency may terminate the contract. KNN shall thereafter have no further rights, powers, or privileges against Agency under or arising out of this agreement.
 - (f) In the event a breach does not result in termination, but does result in costs being incurred by Agency, said costs shall be charged to and paid by KNN. Such costs may include, but are not limited to, costs incurred by Agency in investigating and communicating with KNN regarding said breach, including staff time.

7. The information used in developing forecast assumptions will be derived from published information and other sources that KNN considers appropriate. However, KNN does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, KNN does not represent that any projections of growth will be representative of the results that actually will occur.

9. KNN's services consist solely of providing expert and experienced assistance to municipalities as a Municipal Advisor. KNN does not render any legal, accounting or actuarial advice.

10. Pursuant to MSRB Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of KNN and its associated persons. We have included disclosures regarding Conflicts of Interest and Legal or Disciplinary Events in Exhibit D of this Agreement.

11. This Agreement constitutes the entire Agreement between the parties. KNN shall not assign this agreement without the prior written consent of Agency.

12. Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, KNN is required to maintain in writing, all communication and created documents between KNN and the Agency for 5 years.

13. KNN shall be deemed to be an independent contractor of Agency. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Agreement authorizes or permits the Agency to exercise direction or control over the professional manner in which KNN provides services. KNN's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

14. All reports, information, documents, or any other materials prepared by KNN under this Agreement are the property of the Agency unless otherwise provided herein. KNN shall not disclose such reports, information, documents and other materials without Agency's

prior written consent. Any requests for information shall be forwarded to Agency along with all copies of the information requested. Agency shall make the sole decision about whether and how to release information according to law. This section will survive termination of this Agreement for any reason.

15. KNN acknowledges that KNN is aware of and understands the provisions of sections 1090, et.seq., and 87100, et. seq., of the Government Code, which relate to conflicts of interest of public officers and employees. KNN certifies that KNN is unaware of any financial or economic interest of any public officer or employee of the Agency relating to this agreement. KNN agrees to comply with applicable requirements of Government Code section 87100, et. seq., during the term of this agreement.
16. KNN agrees that it will abide by all federal and state labor and employment laws and regulations prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability, national origin, or other legally protected criteria.
17. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of California. The County of San Luis Obispo shall be the venue for any action or proceeding that may be brought, or arise out of, this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
A Public Entity in the State of California

By _____

Date: _____

Approved as to form and legal effect:

By: _____
Agency Counsel

Date: _____

KNN PUBLIC FINANCE, LLC

By _____
David Leifer, Senior Managing Director

Date: _____

Exhibit A
General Municipal Advisory Scope of Services

As requested by the Agency, KNN shall provide “On-Call” advisory services including the following:

1. Serve as the Agency’s Independent Registered Municipal Advisor (IRMA). In that capacity, evaluate unsolicited financial proposals received by the Agency from underwriters or other market participants. Provide a written analysis of such proposals, as requested.
2. Monitor outstanding Agency debt, if any, for refunding opportunities.
3. Prepare preliminary debt service analyses and plans of finance in connection with Agency capital planning or other financing needs.
4. Evaluate the Agency’s bonding capacity.
5. Assist with the development and refinement of debt, disclosure and operating reserve policies, as needed.
6. Provide public finance educational or training workshops for staff and Board.
7. Review rating agency methodologies and criteria and support calls and meetings relating to rating surveillance.
8. Assist with the development and implementation of an investor outreach program, as needed.
9. Present financing opportunities related to contemplated projects and specific areas of interest to the Agency.
10. Prepare and maintain projected debt service, debt outstanding and other schedules related to the Agency’s debt programs for use in the Agency budgeting processes.
11. Participate in meetings of the Agency Debt Advisory Committee and/or Board, or other meetings, as needed.
12. Other municipal advisory services, as requested.

Exhibit B

Transaction Scope of Services

The Agency may require the Contractor to provide municipal advisory services in connection with a debt issuance during the term of the Agreement, including, but not limited to the following:

1. Coordinate activities of financing team members and representatives of the Agency.
2. Analyze bond structures (independent from the underwriter) that will be most attractive to bond market participants and will result in the best bond pricing for the Agency.
3. Prepare debt service analysis (independent from the underwriter) for the proposed Refunding Bonds including analyses under alternative market scenarios.
4. Provide Agency staff with training and or regular updates on key issues relating to the proposed bond structure.
5. Assist in review of all financing and legal documents – balancing market requirements and the Agency’s ongoing flexibility.
6. Assist in ensuring full and complete disclosure in the Agency’s Preliminary Official Statement.
7. Develop rating agency strategy and approach. Prepare rating agency presentation and accompany Agency staff to rating agency meetings.
8. Assist Agency in presenting the financing to the Board, as requested.
9. Monitor tax-exempt market conditions; make recommendations regarding timing of the pricing.
10. Advise regarding method of sale, as needed.
11. Evaluate potential cost effectiveness of credit enhancement.
12. For a negotiated sale, review fees proposed by underwriter(s) to ensure consistency with market comparables and make recommendations about composition of underwriting syndicate as well as syndicate policies (i.e., liabilities, retentions, etc.) to ensure the proper incentives are structured to result in the lowest cost of funds for the Agency.
13. For a negotiated sale, provide pricing oversight to ensure a transparent process and the best result for the Agency, including the following activities:
 - a) analysis of relevant/recent pricing comparables;
 - b) outreach to non-manager underwriter desks to ensure proposed pricing is consistent with market environment;
 - c) negotiation with the senior underwriter to ensure final pricing yields are consistent will demand for the Refunding Bonds.
14. Assist the Agency and the financing team in arranging for the execution of financing documents and in the closing of the financing.
15. Review and provide updates to the Agency’s debt policy to ensure compliance with SB 1029 prior to issuance and Agency official duties.
16. Prepare a post-sale closing memorandum.
17. Provide advice about post issuance compliance requirements (i.e., arbitrage rebate, continuing disclosure, reporting to State Treasurer’s Office, etc.)

**Exhibit C
Fee Schedule**

Payments for services performed by Contractor, pursuant to this Contract, shall be at the following list of hourly rates per hour by positions not to exceed _____ dollars (\$_____) per fiscal year. Agency shall pay contractor within thirty (30) calendar days from the date invoice was received from Agency.

For services rendered in connection with **Exhibit A** of this document, (General "On-Call" Municipal Advisory Scope of Services), KNN will be compensated based upon the following schedule:

Managing Director/Senior Vice President:	\$325 per hour
Director:	\$310 per hour
Vice President:	\$295 per hour
Assistant Vice President:	\$275 per hour
Associate:	\$250 per hour
Analyst:	\$195 per hour

KNN also shall be paid for reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses.

KNN's hourly rates may be subject to annual increases not to exceed 3% per year.

For services rendered in connection with **Exhibit B** of this document (Transaction Scope of Services), KNN will be compensated based upon fixed transaction fees to be set forth in an amendment to this Agreement. The amount of such fee shall be based upon the complexity and scope of the transaction at the time the plan of finance for such transaction is known.

KNN also shall be paid for reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses.

Exhibit D Required MSRB Disclosures

Conflicts of Interest

KNN Public Finance represents that in connection with the issuance of municipal securities, KNN Public Finance may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN Public Finance hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN Public Finance's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair KNN Public Finance's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If KNN Public Finance becomes aware of any additional potential or actual conflict of interest after this disclosure, KNN Public Finance will disclose the detailed information in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

KNN Public Finance, LLC, has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN Public Finance municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access KNN Public Finance's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:
www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on KNN Public Finance's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

Additional Disclosures - MSRB Rule G-10

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- a) KNN Public Finance, LLC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- b) Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, San Luis Obispo Regional Transit Authority may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by

the MSRB Rules along with how to file a complaint with financial regulatory authorities.

1300 Clay Street, Suite 1000 | Oakland, CA 94612 | Main 510-839-8200 | Fax 510-208-8282
1451 Quail Street, Suite 200 | Newport Beach, CA 92660 | Main 949-346-4900 | Fax 510-208-8282
5901 W. Century Boulevard, Suite 750 | Los Angeles, CA 90045 | Main 310-348-2901 | Fax 510-208-8282

A Limited Liability Company

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
NOVEMBER 7, 2018
STAFF REPORT**

AGENDA ITEM: B-3

TOPIC: Declare Vehicle Surplus & Amend Purchasing Policy

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Declare Vehicle Surplus, Clarify Surplus Policy, Authorize the Executive Director to Transfer Vehicle(s) to RTA Jurisdictions, and Direct Staff to Dispose of Remaining Vehicle(s)

BACKGROUND/DISCUSSION:

Staff is seeking the Board's direction on the following three issues:

1. Should the RTA's Surplus Vehicle Transfer Program only include vehicles that are primarily designed to meet the specialized transportation needs of disabled, senior and low-income persons, or should all vehicles be included (even 40-foot fixed-route buses)?
2. If the Board intends for fixed-route buses to be included in the Surplus Vehicle Transfer Program, how should the surplus vehicles be prioritized within each recipient category (local governments, non-profits, or for-profits) and should the buses be sold for fair market value? Specifically, how should the vehicles declared as surplus in September 2018 be allocated among the for-profit companies that have expressed interest in the vehicles?
3. Should vehicle #724, which has a damaged engine, be declared surplus today and the vehicle be sold through auction?

Background

At its January 6, 2016 meeting, the RTA Board amended the RTA Purchasing Policy by adding procedures for the declaration of and disposal of surplus equipment. The Policy requires staff to determine if any of the surplus equipment has a per-unit fair market value greater than \$5,000. If a piece of equipment has a value greater than \$5,000 and it was originally purchased using FTA funds, staff is directed to obtain pre-approval from FTA staff to determine how any FTA remaining value should be addressed. However,

based on the condition and age of all pieces of equipment discussed in this Staff Report, none has an assumed individual value greater \$5,000.

Following a declaration of surplus, the current Policy permits the RTA to transfer surplus vehicles to other transportation providers in SLO County in the following order of priority:

1. Local governmental entities;
2. Local 501(c)3 non-profit transportation providers; and
3. Private for-profit transportation providers.

The Policy is clear that equipment not transferred through Surplus Vehicle Transfer Program will be either sold through auction or scrapped. However, the Policy's intent is unclear regarding full-size fixed-route vehicles.

Question #1: Should the Vehicle Transfer Program Include Fixed-Route Vehicles?

The Policy states that having a wide array of transportation options in the county improves quality of life and can enhance independence for some vulnerable members of our community. Further, the Board may declare that surplus vehicles can be transferred to organizations that the Board deems vital to improving transportation options for disabled, senior and low-income populations in the County.

However, it is staff's understanding that the Transfer Program was intended to expand the number of specialized vehicles (i.e., retired Runabout or Dial-A-Ride vans) in the county that would clearly benefit elderly, disabled and low-income populations who have relatively few travel options. More importantly for the RTA, staff anticipated that the Transfer Program's primary intent was to relieve demand on the highly-subsidized Runabout program. Adding to the overall number of full-size buses in the county would seemingly have little utility in meeting Runabout riders' demands.

Because the transfer of full-size buses to private for-profit companies would not appreciably reduce Runabout demand, staff is recommending that surplus fixed-route buses only be offered for transfer to local governmental entities and local non-profit transportation providers. If neither a local governmental entity nor a local non-profit transportation company desire the surplus fixed-route vehicle, staff believes the surplus fixed-route vehicle should be sold through the RTA's contract with Ken Porter Auctions. Staff presumes that public auctions tend to maximize the selling price of the surplus equipment, and under the Policy the auction proceeds are required to be used for future RTA capital projects – which reduces future capital appropriations from the RTA jurisdictions and our funding partners. Under this scenario, following the Board's declaration of surplus requiring a public auction, staff would offer an opportunity for local for-profit transportation companies to inspect the vehicle(s) and maintenance records prior to transferring the vehicle to Ken Porter Auctions. This will allow local for-profit transportation companies to submit an informed bid during the auction process.

Under staff's recommendation, a portion of *Chapter XIII - Surplus Equipment and Supplies Disposal Standards* of the Purchasing Policy would be amended, as follows (see *yellow-highlighted/italics* for proposed changes):

“Surplus Vehicle Transfer Program

Although RTA's mission is to provide safe, reliable and efficient transportation services in San Luis Obispo County, the Board also recognizes that having a wide array of transportation options in the county improves quality of life and can enhance independence for some vulnerable members of our community *particularly those persons eligible for the highly-subsidized Runabout service*. As such, the Board may declare through resolution that surplus vehicles can be transferred to organizations that the Board deems vital to improving transportation options for disabled, senior and low-income populations in the County. These organizations include, in the order of priority:

- A. Local governmental entities;
- B. Legal 501(c)3 non-profit organizations that provide transportation services in RTA's service area; and
- C. Private for-profit transportation providers that serve elderly, disabled and low-income residents and visitors solely within RTA's service area *and adjoining areas within San Luis Obispo County*.

Local governmental entities and non-profit transportation organizations are eligible to receive both surplus fixed-route vehicles and cutaway van/minivan vehicles. Local for-profit transportation providers are only eligible to receive surplus cutaway vans and minivans for the purposes of expanding services that are focused on meeting the specialized transportation needs of elderly, disabled and low-income persons within the RTA service area and the unserved portions of San Luis Obispo County.

If the surplus vehicle was partially funded with FTA funds (i.e., 80% FTA and 20% local) and it has a fair market value greater than \$5,000, the receiving entity must pay the RTA an amount equal to the FTA's percentage of the fair market value. Staff will document the methods used to establish fair market value (review recent online sales, correspond with used vehicle dealers, etc.) in an FTA-approved sales agreement with the receiving entity.

In order for surplus vehicles to be eligible for the Surplus Vehicle Transfer Program, the following criteria must be met:

- A. The receiving entity must declare in writing that it will use the vehicle(s) to enhance mobility options for elderly, disabled and low-income members of our community; and
- B. Surplus vehicles may or may not be in running condition; and
- C. RTA shall not perform any repairs to vehicles designated as surplus once the vehicle is removed from RTA revenue service; and
- D. Recipients of surplus vehicles assume full liability upon transfer of title; and
- E. Surplus vehicles are provided "As-Is, Where-Is" with no warranty expressed or implied as to condition or fitness of purpose. *Once a surplus vehicle is transferred, the RTA has no obligation to monitor the use or continued ownership of the surplus vehicle."*

Question #2: If Large Vehicles are Eligible for Transfer Program, How to Prioritize?

If the RTA Board resolves that transferring full-size buses to local for-profit transportation companies meets the goals of the Policy, the existing Policy states that the Board must also declare if an interested for-profit company is vital to improving transportation options for disabled, senior and low-income populations in the County. Following the Board's declaration, staff recommends that the RTA be compensated at the fair market value of the asset in lieu of a cost-free transfer.

Staff has determined through a review of recent on-line sales that each of the three 2003 Gillig Phantom buses that the RTA Board declared as surplus in September 2018 has a market value of \$4,000. If the Board directs staff to sell the vehicle(s) to a private for-profit transportation company, staff would document the fair-market value in a sales agreement. Since the three 2003 Gillig Phantom buses under question are each valued at less than \$5,000 (thus, no obligation to the FTA), staff recommends that the total sales price would be retained for future capital purchases. To ensure the public's interest is maintained, the sales agreement would be presented to the entire RTA Board at a future meeting, and the agreement would subsequently be executed by both the RTA Board President and the Executive Director. The benefit of this alternative is that there would be minor benefits from additional wheelchair-accessible vehicles in remaining within our county. The drawbacks are that the RTA might not achieve the highest price that could be provided through auction, and a competing company could potentially protest the sale.

The Cities of Morro Bay and Paso Robles have each expressed interest in obtaining a vehicle via the Transfer Program that would be used by a local non-profit for homeless

services transportation in their respective jurisdictions. However, neither jurisdiction has yet determined if a full-size bus is the optimal vehicle for this purpose. In addition, two for-profit companies (SLO Safe Ride and AmericanStar Trailways) expressed interest in all three buses. It is clear from the existing policy that member jurisdictions have the highest priority, so once the needs of Morro Bay and Paso Robles are met, at least one surplus vehicle would remain. SLO Safe Ride expressed their interest first (via email the day after the buses were originally declared surplus), followed by AmericanStar Trailways submitting a written request on October 19th. As such, the Board must deem one or both for-profit companies vital to improving transportation options for disabled, senior and low-income populations in the County, and decide which company would best meet the goals of the Policy.

Staff recommends that – after a 30-day period for jurisdiction consideration of a possible transfer – any remaining surplus buses be sold through our contract with Ken Portion Auctions.

Question #3: Should Vehicle #724 be Declared Surplus:

Vehicle #724 is a 2012 Ford SD 29-passenger/2-wheelchair medium-heavy duty bus with 89,477 miles that was removed from service in October 2018. This vehicle was originally transferred to the RTA as part of the City of Paso Robles' consolidation into the RTA in 2014. However, the engine needs replacement or extensive repair, and the bus is non-operable.

As required by the Policy, staff herein states that vehicle #724 was originally purchased for more than \$5,000 and that it has a current fair market value of less than \$5,000. In addition, staff has determined that the RTA currently has no practical, efficient or appropriate use for the equipment, nor will it have such a use for the equipment in the near future. As such, staff is recommending that the bus be sold at auction through our contract with Ken Porter Auctions.

Staff Recommendations

1. Declare bus #724 surplus and direct staff to dispose of it through auction.
2. Amend the Purchasing Policy to exclude fixed-route vehicles from cost-free transfer to for-profit transportation companies, and direct staff to bring the fully amended Policy to the Board for formal consideration at the January 2019 meeting.
3. Within a 30-day determination period (deadline of December 7, 2018), transfer up to one surplus 2003 Gillig Phantom bus each to the Cities of Morro Bay and Paso Robles.
4. During the 30-day jurisdiction determination period, direct staff to provide an opportunity for local for-profit transportation companies to inspect any remaining

2003 Gillig Phantom bus(es) and maintenance records prior to disposal through auction.



San Luis Obispo Regional Transit Authority
Executive Committee Meeting
Minutes 9/12/2018
C-1

Members Present: Tom O'Malley, President
Lynn Compton, Past President

Members Absent: Dan Rivoire, Vice President

Staff Present: Geoff Straw, Executive Director
Nina Negranti, County Counsel

Also Present: Eric Greening

1. Call to Order and Roll Call:

President Tom O'Malley called the meeting to order at 10:47 a.m. A silent roll call was taken and a quorum was present.

2. Public Comments:

Mr. Eric Greening, had a question for SLOCOG staff. Would the advisory committee meetings discuss the impact before the Board regarding the Proposition 6 determination if needed?

3. Closed Session:

CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Executive Committee to meet in closed session concerning the following items:

Initiation of litigation pursuant to subdivision (c) of Section 54956.9. One case.

President O'Malley opened public and Committee comment.

President O'Malley closed public and Committee comment.

The Committee went into closed session at 11:10 a.m.

The Committee returned from closed session at 11:14 a.m.

The Committee took no reportable action in Closed Session.

4. **Information Items:**

None

5. **Action Items**

None

6. **Consent Agenda Items**

C-1 Executive Committee Meeting Minutes of June 6, 2018

President O'Malley moved approval of consent agenda and seconded by Past President Compton. The motion carried on a voice vote.

7. **Agenda Review:**

Mr. Straw reviewed RTA Board Agenda items for the October 1, 2018 meeting.

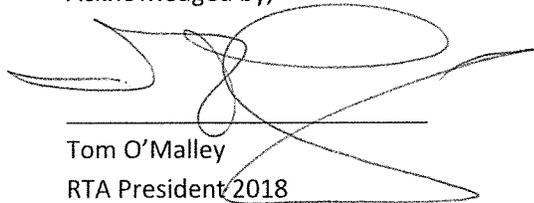
8. **Adjournment:** President O'Malley adjourned RTA Executive Committee meeting at 11:15 a.m.

Respectfully Submitted,



Geoff Straw
Executive Director

Acknowledged by,



Tom O'Malley
RTA President 2018

DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MINUTES OF OCTOBER 3, 2018
C-2

BOARD MEMBERS PRESENT:

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO
TIM BROWN, CITY OF ARROYO GRANDE
JOHN HEADDING, CITY OF MORRO BAY
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
TOM O'MALLEY, CITY OF ATASCADERO (President)
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO
DAN RIVOIRE, CITY OF SAN LUIS OBISPO (Vice President)
STEVE MARTIN, CITY OF PASO ROBLES
ED WAAGE, CITY OF PISMO BEACH

BOARD MEMBERS ABSENT:

LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (Past President)
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
JOHN SHOALS, CITY OF GROVER BEACH

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, DEPUTY DIRECTOR & CFO
TIM MCNULTY, SAN LUIS OBISPO COUNTY COUNSEL

CALL TO ORDER AND ROLL CALL: President Tom O'Malley called the RTA meeting to order at 10:16 a.m. A roll call was taken and a quorum was present.

Public Comments:

Mr. Eric Greening, Atascadero, continues to be very pleased with the service. On a day like today it is particularly important to know how safe the drivers are because the roads are like soap suds after the first rain in a long time. Would like confirmation of the RTAC meeting date and time. **Mr. Geoff Straw** confirmed the meeting will be on October 18, 2018 at 2 p.m.

A. INFORMATION AGENDA: None

B. ACTION AGENDA: None

C. CONSENT AGENDA:

C-1 RTA Executive Committee Meeting Minutes of June 6, 2018 (Information)
C-2 RTA Board Meeting Minutes of September 5, 2018 (Approve)

President O'Malley opened Board and public comment. **President O'Malley** closed Board and public comment.

Board Member Ed Waage moved to approve the Consent Agenda. **Board Member John Peschong** seconded, and the motion carried unanimously on a roll call vote with Board Member Compton, Hill and Shoals absent.

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

D-1 Initiation of litigation pursuant to subdivision (c) of Section 54956.9. One case.

President O'Malley noted that he checked with **Mr. McNulty** to determine if Heather Moreno, Atascadero City Council Member to determine if she could attend the closed session and noted that she can unless a Board member objects. No objection was noted.

President O'Malley opened Board and public comment. **President O'Malley** closed Board and public comment.

The RTA Board went into Closed Session at 10:20 a.m. and returned to Open Session at 10:57 a.m.

Mr. McNulty stated that the Board met in closed session to discuss the potential initiation of litigation and no action taken in the closed session that requires a report out.

E. BOARD MEMBER COMMENTS: None

ADJOURNMENT: **President O'Malley** adjourned RTA meeting at 10:58 a.m.

Respectfully Submitted, Tania Arnold RTA Deputy Director/Chief Financial Officer

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
NOVEMBER 7, 2018
STAFF REPORT**

AGENDA ITEM: C-3

TOPIC: Revised RTA Runabout No-Show Policy

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve Revised RTA Runabout No-Show Policy

RTAC RECOMMENDATION:

BACKGROUND/DISCUSSION:

This staff report provides discussion on a revision to clarify the *RTA Runabout No-Show Policy*, which was originally adopted in March 2012 and subsequently revised in January 2013 and October 2014.

The lack of a sunset provision was raised during a compliance review conducted by the Federal Transit Administration Office of Civil Rights on a paratransit provider in Los Angeles known as Access. The Compliance Reviewer phrased the issue as:

“Access suspends riders for 10 days for the first violation and 30 days for each subsequent violation. There is no sunset provision. A rider could be suspended for 10 days after the first violation, travel for several years without any no-shows, and the next suspension occurrence would be for 30 days. A 30-day suspension under such circumstances would not meet the regulatory provision permitting suspension ‘for a reasonable period of time’ under Section 37.125(h) [of the Department of Transportation’s Americans With Disabilities Act regulations].”

Based on that agency’s findings, staff is recommending that our Policy be revised to include a sunset provision. Attached is the revised *RTA Runabout No-Show Policy* document that includes the additional clarification that RTA will reset the clock for no-show suspensions after twelve (12) months of suspension inactivity.

Staff Recommendation

Approve the amended policy as presented, with implementation beginning immediately.

RUNABOUT NO-SHOW POLICY

In an effort to improve the availability of Runabout appointment time slots, to ensure that public dollars are carefully spent on Runabout services, and to make RTA Runabout service more efficient for passengers, RTA has adopted a policy that is designed to deter a pattern of late cancellations and no-shows.

Any Runabout passenger that does not show for a ride or who cancels less than **2 hours** prior to a scheduled trip will receive a no-show penalty. A pattern or practice of no-shows and late cancels can result in suspension of service.

This policy directs RTA staff to consider the percentage of no-shows and late cancellations within a rolling 31-day period to establish if a pattern of no-shows and/or late cancellations is present. If a pattern is present, a warning letter or suspension notification letter will be issued to the customer. The proportion of no-show violations, as well as the related suspension periods, is listed below.

Riders are allowed the following no-shows and late cancellations, in a rolling 31-day period, before being subject to suspension:

- 1 to 14 trips per month – maximum of 2 no-show penalties per 31-day period
- 15 to 39 trips per month – maximum of 4 no-show penalties per 31-day period
- 40 to 59 trips per month – maximum of 6 no-show penalties per 31-day period
- 60+ trips per month – maximum of 8 no-show penalties per 31-day period

If a rider exceeds these limits, they are subject to the following schedule for suspension of service:

- 1st violation – letter of warning
- 2nd violation – 7 day suspension
- 3rd violation – 14 day suspension
- 4th violation – 21 day suspension
- 5th violation – 28 day suspension

[RTA will reset the clock after 12 months of suspension inactivity.](#)

Right to Appeal

Persons receiving a suspension notification letter will have the right to appeal prior to implementation of the suspension. To file an appeal, a customer or his/her representative must submit to RTA a written explanation of why the customer should not be suspended along with any supporting facts and statements. The appeal must be received within 30 days of the date on the suspension notification letter from RTA. Appeals should be sent to:

Regional Transit Authority Runabout
179 Cross Street, Suite A
San Luis Obispo, CA 93401
Attention: RTA Operations Manager

RTA will conduct an appeal hearing within two weeks of receiving the request, and customers will be permitted to continue to ride the Runabout bus until the final determination is made by the RTA Operations Manager (typically within ten working days of the appeal hearing). The appeal hearing will be conducted by RTA operations, customer service, and administrative staff members. The intent of the hearing is to validate instances of no-shows and late cancellations, and to determine if a temporary suspension is warranted due to a pattern of no-shows and late cancellations.

Penalties will begin accruing October 1, 2014.

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Penalties will begin accruing October 1, 2014.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
NOVEMBER 7, 2018
STAFF REPORT**

AGENDA ITEM: C-4

TOPIC: Joint SoCo Transit and Dial-A-Rides Short Range Transit Plans

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Authorize Executive Director to Execute a Agreement to Purchase Consultant Services

BACKGROUND/DISCUSSION:

At its September 2018 meeting, the RTA Board authorized the Executive Director to Issue a Request for Proposal (RFP) to Conduct Joint SoCo Transit and Dial-A-Rides Short Range Transit Plans Study. The RFP was issued September 17, 2018 with a proposal due date of October 24, 2018. One bid was received and staff is completing a price evaluation, reference checks, and has submitted inquiries with firms that expressed interest but did not bid.

In an effort to expedite the start of this project and to initiate valuable passenger surveying efforts in March 2019, staff requests the Board's concurrence to authorize the Executive Director to execute the attached contract to purchase services for a Joint Short Range Transit Plan for \$105,134 using a combination of FTA Section 5307 and State Transit Assistance funds. The draft Agreement is attached; once a contract is executed by RTA, it will take approximately 12 to 16 months to complete the study.

Staff Recommendation

Staff requests the Board's concurrence to authorize the Executive Director to execute an agreement to purchase services for a Joint Short Range Transit Plan in an amount not to exceed the negotiated amount of \$105,134. No additional funds are being requested.

**SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH LSC TRANSPORTATION CONSULTANTS**

AGREEMENT NUMBER 19-01

This "Agreement" is made as of this day of November 7, 2018, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser"), and "LSC Transportation Consultants," ("Contractor").

RECITALS

A. The RTA desires to retain a qualified and committed professional transportation planning firm or team of firms to prepare the Coordinated RTA and DARs Short Range Transit Plans.

B. The RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to the RTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to the RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, the RTA and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to the RTA the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. The RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to the RTA which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall the RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of **\$105,134**. The RTA's Chief Financial Officer is authorized to pay all proper claims from Charge Number **19-01**

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of the RTA for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow the RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the RTA.

5. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event

Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the RTA, in the RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. TERMINATION

a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.

1. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been installed, Contractor shall provide a working installation and configuration of the AVL system to the RTA within Thirty (30) days of the termination date.

2. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to RTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

RTA Representative:

gstraw@slorta.org

Geoff Straw
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4465

Contractor Representative:

Gordon Shaw
LSC Transportation Consultants
2690 Lake Forest Road

PO Box 5875
Tahoe City, CA 96145
(530) 583-4053
gordonshaw@lsctahoe.com

9. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of the RTA. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

The RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. The RTA may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out

of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The RTA's Conflict of Interest Code requires that individuals who qualify as "Contractors" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "Contractor" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a "Contractor" under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "Contractors," and (2) Cause these individuals to file with the RTA's Representative the "assuming office" statements of economic interests required by the RTA's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the RTA's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

f. Waiver of Rights. Neither the RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for the RTA hereunder shall be and remain the property of the RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for the RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. Dispute resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Project Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Project Manager shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Executive Director, with a copy to the Project Manager. The determination of such appeal by the RTA Executive Director shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Board of Directors per RTA code. The decision of the RTA Board shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed

diligently with the performance of the Agreement and in accordance with the Project Manager's decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

14. ACCESSIBILITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all the RTA telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the RTA that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature. Executed as of the day and year first above stated.

////////////////////////////////////// NOTHING FURTHER PAST THIS POINT //

CONSULTANT:

**SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY**

LSC Transportation Consultants, Inc.

TYPE OF BUSINESS ENTITY:
Corporation

By: _____

Geoff Straw
RTA Executive Director

Signatures of Authorized Persons:

By: _____

APPROVED AS TO FORM:

Print Name: _____

RTA Counsel

Title: _____

ATTEST:

By: _____

Print Name: _____

RTA Clerk

Title: _____

Taxpayer I.D. No. _____

Attachments:

- Attachment One – Insurance Requirements
- Attachment Two – Federally Required Contract Clauses
- Exhibit A – Scope of Services & RFP Addenda
- Exhibit B – Contractor’s Proposal

ATTACHMENT ONE

**INSURANCE REQUIREMENTS FOR AGREEMENTS FOR
PROFESSIONAL SERVICES**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ATTACHMENT TWO
FEDERALLY REQUIRED CONTRACT CLAUSES**

1. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS – This Section Does Not Apply

3. CHARTER AND SCHOOL BUS REQUIREMENTS – This Section Does Not Apply

4. CARGO PREFERENCE REQUIREMENTS – This Section Does Not Apply

5. SEISMIC SAFETY REQUIREMENTS – This Section Does Not Apply

6. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING – This Section Does Not Apply

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS – This Section Does Not Apply

10. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$100,000*)

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

(1). Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2). Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3). Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA

Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4). Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5). The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6). The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7). FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. BONDING REQUIREMENTS – This Section Does Not Apply

14. CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not

limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACT – This Section Does Not Apply

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – This Section Does Not Apply

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION – See Section 7 of Professional Services Agreement

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the San Luis Obispo Regional Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the San Luis Obispo Regional Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT – This Section Does Not Apply

24. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited

to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION – This Section Does Not Apply

26. PATENT AND RIGHTS IN DATA – This Section Does Not Apply

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – This Section Does Not Apply

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(1). This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4 %. A separate contract goal has not been established for this procurement.

(2). The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the San Luis Obispo Regional Transit Authority deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3). The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the San Luis Obispo Regional Transit Authority. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

(4). The Contractor must promptly notify the San Luis Obispo Regional Transit Authority whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the San Luis Obispo Regional Transit Authority.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any San Luis Obispo Regional Transit Authority requests which would cause the San Luis Obispo Regional Transit Authority to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING – This Section Does Not Apply

EXHIBIT A – SCOPE OF WORK

The primary objectives of the Joint Plans effort are as follows:

1. To assess the current and projected conditions (demographic, socioeconomic, land use and operating) in the study area.
2. To assess SoCo Transit and RTA-operated Dial-A-Ride services in light of existing goals, objectives and standards to determine appropriate and sustainable service levels.
3. To develop a financially constrained plan for the two services, in light of projected economic conditions and opportunities for coordination/consolidation (where warranted).
4. To identify and make recommendations for individual and joint service efficiencies, systems integration, and cost-sharing opportunities.

A Study Steering Committee will be assembled for this Joint Plans study effort, and it will be comprised of three staff persons from the RTA, as well as one SLOCOG staff person.

For the most part, Working Papers described below will be presented by RTA staff for advice and recommendations to SoCo Transit's Executive Committee, which serves as an advisory body to the SoCo Transit Board of Directors. The Executive Committee is comprised of the three City Managers from the cities of Arroyo Grande, Grover Beach and Pismo Beach; SLO County may also designate one representative to participate in discussions on Working Papers. RTA staff will also present the working papers for the Nipomo, Paso Robles, Shandon and Templeton Dial-A-Rides to appropriate officials. Where indicated, the Consultant will make presentations with assistance from RTA staff.

To encourage robust public participation beyond that required in the RTA's existing public participation policies, focused efforts will be undertaken at key points in the Joint Plans study process. At a minimum, three sets of public open house meetings will be conducted:

1. To consider and recommend acceptance of the Working Paper #1 (overview of existing systems),
2. To present and consider acceptance of Working Papers #4 through #6 (alternatives analyses).
3. To consider recommendation of the draft Joint Plans for acceptance by each agency's governing board.

Each set of meetings will be conducted in Nipomo, in Paso Robles, as well as in one of the SoCo Transit jurisdictions. The Consultant will provide a Spanish-speaking interpreter at all public meetings, and will translate any public notices into Spanish. These meetings will be preceded by enhanced public outreach efforts facilitated by the RTA to seek input from the transit riding and non-riding communities. In order to engage riders and other stakeholders further in this process, the RTA will include information about the projects on its website, as well as ongoing communications through emails and the RTA Facebook page. As appropriate, the RTA will use existing on-bus noticing systems (paper Rider Alerts and/or LCD screen notices) to provide periodic updates to riders.

A summary of the tasks for the Joint Plans are provided below:

1. Project administration
2. Confirm project goals and finalize scope of services and work plan / schedule
3. Overview of transit systems
4. Goals, objectives and standards applicable to each system
5. Service and System Evaluation
6. Service, capital, institutional and financial alternatives analyses
7. Administrative Draft Plans
8. Public Draft Plans
9. Final Plans

The sections below detail each task with related task deliverable information and responsible parties. All interim documents must be provided in MS Word and MS Excel to facilitate comments from the Joint Plans Steering Committee. In addition, all interim and final documents will be provided in PDF format to facilitate sharing with the public on the RTA and SLOCOG websites.

Task 1.0 Project Administration

The Joint Plans Project Manager is the RTA Operations Manager. The Project Manager will work closely with the RTA Grants Manager to administer the FTA Section 5307 grant that primarily funds this Joint Plans study.

Based on evaluation criteria spelled out in the RFP package, a select number of Steering Committee members will rank the submittals independently and then convene to discuss their findings and recommendations for final award by the RTA Board of Directors. If necessary, interviews will be conducted in San Luis Obispo.

The Consultant will submit to the Project Manager a written summary of the Joint Plans status with a complete itemization of charges on a monthly basis.

Task 1.0 Administer the Joint Plans Project	Deliverables	Lead Role(s)
RFP and Consultant Selection	Outreach to consultant networks; team selection; panel interviews; and final contract award by policy board	<i>Study Steering Committee and prospective consultant teams</i>
Monthly status report	Invoices and processing	<i>Consultant; Project Manager</i>

Task 2.0 Confirm Project Goals and Finalize Scope of Services and Work Plan

Kick off meeting with the RTA and selected Consultant(s) to negotiate final task budget and determine final schedule with milestones and deliverables.

Task 2.0 Plan Goals and Scope/Budget Adoption	Deliverables	Lead Role(s)
Kick off meeting	Meeting agenda and minutes; finalized budget and detailed project schedule	<i>Consultant</i>

Task 3.0 Overview of Transit Systems

Since October 2015, all SoCo Transit and Beach Trolley vehicles use GPS-based technologies provided by Connexionz, including Automatic Passenger Counters provided by UTA. This provides boarding and alighting data by route, run, hour, bus stop, etc., as well as on-time performance, passenger loading and other data. In addition, SoCo Transit vehicles use GFI electronic fareboxes. Finally, for the past six years, the DAR services have used RouteMatch for computerized dispatching. We expect the Consultant to creatively use this data to evaluate existing services and to assist in the development of service and financial alternatives.

The Consultant will work with the RTA to prepare an overview of the existing transit systems in the area, specifically:

1. Brief History
2. Governance
3. Organizational Structure (use graphic format)
4. Transit Services Provided and Areas Served – Describe fixed route, demand responsive, and connecting services and areas served, and the number of weekday peak vehicles required for each type of service.
 - a. Fixed Route Services, including local, regional, express & other services.
 - b. Demand Responsive Services, including services provided under partnership agreements, such as:
 - i. Runabout service, the complementary ADA paratransit services throughout SLO County,
 - ii. Five Cities Senior Shuttle services provided by Ventura Transit services (VTS), and
 - iii. Countywide Senior Shuttle services provided by Ride-On and VTS.
 - c. Connecting services provided by others in San Luis Obispo County and adjacent counties, including:
 - a. RTA Route 10 service between San Luis Obispo and Santa Maria,

- b. Santa Maria Area Transit,
 - c. Ride-On Agricultural Workers Vans in northern Santa Barbara County, and
 - d. Veteran’s transportation program run through the Veteran’s Administration and Ride-On.
5. Fare Structure – For fixed route and demand responsive services, and for inter-operator transfers.
 6. Revenue Fleet – Provide a general description of the revenue vehicle fleet. Identify the non-revenue fleet separately. The description can be in narrative or graphic format, or a combination of both. (This description differs from the detailed inventory required under Task 6 of this document).
 7. Existing Facilities – Describe individual or grouped facilities, including administrative, maintenance and fueling, vehicle storage, park & ride, and bicycle facilities.
 8. Review of the status of Findings and Recommendations made in recent plans or studies. All of these plans and studies can be downloaded from www.slocog.org. These documents include:
 - a. 2016 RTA Short Range Transit Plan (RTA lead)
 - b. 2015 Ride-On Short Range Transit Plan Update (SLOCOG lead)
 - c. 2014 Regional Transportation Plan (SLOCOG lead)
 - d. 2014 US 101 Mobility Master Plan (SLOCOG/Caltrans lead)
 - e. 2013 Park & Ride Lot Study (SLOCOG lead)
 - f. 2012 Bus Rapid Transit Feasibility Study (SLOCOG lead)
 - g. 2011 SoCo Transit Short Range Transit Plan (RTA lead)
 - h. 2011 Nipomo Short Range Transit Plan (RTA lead)
 - i. The last two sets of TDA triennial performance audits for each agency
 - j. The last three sets of SLOCOG Unmet Transit Needs reports

Task 3.0 Overview of Transit Systems	Deliverables	Lead Role(s)
Overview of existing systems, highlighting changes made since the last Plans were adopted. Status of recommendations from other plans or studies	Working Paper #1: History, governance, service types, fare structures, capital assets	<i>Consultant, with input from the RTA and other stakeholders</i>

Task 4.0 Goals, Objectives and Standards

1. Taking into account recent triennial performance audits and any new findings, the process for establishing, reviewing, and updating goals, objectives, and standards will be outlined. Goals and objectives should be comprehensive and address all major areas of operator activities, including principles and guidelines under which new service would be implemented. Performance standards should be measurable, and should address both the efficiency and effectiveness of the services provided by the operator.
2. Once the Consultant has issued a draft product on recommended changes to the prior goals, objectives and standards, as well as recent performance in relation to the

standards, the Study Steering Committee will meet to explore areas where new or revised goals/objectives might be desirable and feasible to achieve in the near or longer terms. The results of this meeting will be presented in public meetings by the Project Manager to the Executive Committee.

3. Portray and discuss new or revised goals and related objectives and standards; identify potential changes from prior SRTPs.

Task 4.0 Goals, Objectives and Standards	Deliverables	Lead Role(s)
Update each agency's mission statement as well as previous goals, objectives and standards, and look for possible common goals between the two systems	Working Paper #2: Matrices to compare prior goals, objectives and standards with newly recommended ones by system with supporting narrative	<i>Consultant</i>

Task 5.0 Service and System Evaluation

1. **Service Standards:** Evaluate route-level and system-wide performance against current service standards. Describe the evaluation process, including how the existing and robust ITS data should be used as part of the evaluation process. Evaluate the three most recent years for which complete data is available in order to determine any trends. At a minimum, evaluate performance measures relating to effectiveness and efficiency. Key performance measures should include passengers per revenue vehicle hour, passengers per revenue vehicle mile, overcrowding based on vehicle load factors, operating cost per revenue vehicle hour, operating subsidy per passenger-trip, farebox recovery ratio, average fare, subsidy per passenger-trip, and on-time performance. Some of this data will be readily available from the most recent TDA triennial performance audits and more recently from ITS data.
2. **Peer System Analysis:** Evaluate fixed route and DAR services using a list of candidate systems to access the performance relative to a group of similarly-sized transit systems. Present the analyses in three parts: describe the process to select the group, present the analysis of performance indicators, and discuss the results of the analysis.
3. **Demographic and Transit Standards Analysis:** Provide maps that spatially depict transit-oriented demographic and socioeconomic characteristics. Transit-oriented variables to be used for the analysis should include:
 - a. Population density
 - b. Density of the population under the age of 18
 - c. Density of the population over the age of 65
 - d. Percentage of the population with disabilities
 - e. Percentage of the population living below the poverty level
 - f. Percentage of zero-car and one-car households

Each of these variables has a strong correlation with transit success, and this data will be mapped by geographic unit and quantile classification to show where demographic and socioeconomic variables lend themselves to potential transit success.

4. **Review of past service:** A retrospective portrayal of performance (e.g., prior five to ten years) may be warranted to exemplify trends, especially if deviations from service standards are found.
5. **Surveys:** Conduct passenger surveys of all SoCo Transit and DAR services during the month of March 2019. The surveys will be provided in English and Spanish, and will include an on-board attitudinal survey of passengers, as well as transfer activity. This data will be compared to real-time GPS-based passenger activity; all fixed buses have UTA automatic passenger counters, and on-time performance data is available through the on-board Connexionz system. In addition, this data will be compared to origin-destination information provided from the RouteMatch software program for DAR services for two typical months (usually, March and October).
6. **Stakeholder Meetings:** Conduct stakeholder meetings and vehicle operator Drop-In sessions.
7. **Recap of Miles, Hours & Ridership:** Provide a three-year retrospective of revenue service hours, revenue service miles, and ridership by Route and Service Type. Evaluate and discuss trends.
8. **TDA Performance Audits:** Provide the dates of the agencies' two most recent TDA Performance Audits, and describe related remedial actions undertaken or currently underway in response to those audits.

Task 5.0 Service and System Evaluation	Deliverable	Lead Role(s)
Evaluation of current services and summaries at system level	Working Paper #3: Comprehensive analysis of quantitative and qualitative performance trends for both agencies by service type; tabulation and graphic illustration of survey responses with comparison to the most recent surveys applicable to each service. Working Papers #1-3 will be presented in Public Meetings #1.	<i>Consultant, with input from the Steering Committee and the public</i>

Task 6.0 Development of Service, Capital, Institutional and Financial Alternatives

The Consultant will first develop a series of service alternatives that could be considered for possible implementation, including the Status Quo alternative. Each service alternative (or group of related alternatives, as appropriate) will be presented in terms of its marginal impact to the number of daily and annual service hours operated, service miles operated, estimated ridership impact, and any necessary changes to the peak number of vehicles needed. A summary table will provide a “snapshot” look at each service alternative (or group, as appropriate), as well as color maps showing any route changes for each alternative and any resulting changes to the schedule tables. This planning exercise will be summarized in Working Paper #4.

Working Paper #5 will present capital alternatives that could be considered over the plan period. These include fleet alternatives (vehicle size/configuration, fuel type, etc.), facility alternatives (bus barn, passenger facilities, bus stop amenities, etc.), and infrastructure (specialized vehicle maintenance equipment, computers/servers, enhanced ITS equipment, security camera equipment, etc.). The analysis will consider both the upfront cost of procuring each piece of equipment and the expected economically useful life, as well as life-cycle costs of each piece of equipment.

Working Paper #6 will focus on two elements: institutional alternatives, and financial alternatives. Institutional alternatives would include marketing plan alternatives, as well as any potential changes to oversight of and/or reporting relationships for the various services operated and/or administered by the RTA. Financial alternatives will include an analysis of existing fare programs and any potential changes, possible new funding sources, and/or cost-sharing arrangements between the RTA and SoCo Transit, SLOCAT and the City of Paso Robles.

Task 6.0 Service, Capital, Institutional and Financial Alternatives	Deliverables	Lead Role(s)
Alternatives Analysis	Working Papers #4 through #6: Detailed description of existing services and recommended changes to reasonably meet future demand in the study area. This information will be presented in Public Meetings #2.	<i>Consultant, using input from the Steering Committee and the public</i>

Task 7.0: Administrative Draft Plans

In the Administrative Draft Plans, the Consultant will demonstrate that the planned level of transit service over the 7-year planning period, including rehabilitation and replacement of capital assets, is sustainable. The Administrative Draft Plans will be based on Working Papers 1-6 as described in Tasks 1-6 above. Two separate documents will be provided, as well as a stand-alone Executive Summary document: one for SoCo Transit and another for the DAR services.

The Administrative Draft Plans will take into consideration the following:

1. Expense forecasts with appropriate inflation rates.
2. Federal, State, Regional and Local revenue projections consistent with the 2018 Update to the Regional Transportation Plan financial assumptions.
3. Labor or service agreements.
4. Competitive demands on funding, and with a close look at SLOCOG regional priorities as well as FTA formula fund allocation policies.

The budget (structured into three separate sections: one SoCo Transit budget, one for Paso DAR and one SLOCAT budget using similar formats) should reflect a “baseline” level of service, taking into consideration the existing levels of service at the time of publication of the Joint Plans. Recommended service changes must also be defined, with their expenses and revenues separately identified in the operating and capital financial plan tables/charts.

The narrative must specifically explain, and spreadsheets clearly isolate in the appropriate year, by mode, any major change in service hours and miles due to deployment of new service or major service reductions.

The narrative must specifically explain, and the spreadsheet clearly isolate by year (e.g., through individual line items) the following:

1. Change in fare revenue due to a fare increase or decrease.
2. Change in fare revenue due to a change in the level of service.
3. Change in expenses due to a change in the level of service.
4. Change in expenses due to a labor or service contract change.

All assumptions that relate to expenditure and revenue estimates must also be documented.

1. The operations budget must be sustainable and balanced each year over the 7-year period.
2. Where increases in local revenues (e.g., fares, sales taxes, general fund revenues) are required in order to sustain existing service levels, describe and discuss the steps and timelines needed to achieve the revenue increases, and the contingent policies and actions that will be taken if the proposed revenue increases do not materialize.
3. If applicable, discuss the use of FTA Section 5307, 5310, 5311, 5311f and 5339 funding under the current FAST Act legislation. Anticipated CMAQ funds will also be presented. The Consultant will provide a description of post-FAST Act assumptions.
4. Separately identify and describe funding contributions (expended or received) for services provided in partnership with other transportation providers in the county, as well as with educational institutions or other social services partners in the public or private sectors.
5. The multi-year operating budget shall utilize SLOCOG 2018 RTP 20-year projections of regional operating revenues.

Describe and discuss the capital programs (vehicles, facilities and equipment) required to carry out the operations and services set forth in the operating plan and budget under Task 6. Include analysis and recommendation for vehicle, facility, and bus stop safety and security equipment, and improvements as part of the program. The Capital Improvement Programs (CIP) should provide the basis for requests for Federal, state and regional funding for fleet and other related capital replacements, rehabilitation, and/or expansion projects.

6. Basis for Revenue Vehicle Projects and/or Proposals, for Replacement, Rehabilitation, and Expansion.
 - a. Describe and discuss policies (or basis), and justification for vehicle replacement.
 - b. Describe and discuss policies (or basis), and justification for rehabilitation and/or retrofit.
 - c. Describe and discuss policies (or basis), and justification for proposed fleet expansion (or contraction).
 - d. Current and future Revenue Vehicle Fleet Inventory:
 - i. Vehicle Replacement: Identify replacement projects individually in table format, showing the number of replacement vehicles to be placed in service per year over the seven year planning horizon.
 - ii. Vehicle Rehabilitation (if applicable).
 - iii. Vehicle Expansion (if applicable).
 - e. Summary of Revenue Vehicle Fleet Inventory: provide a narrative summary of the vehicle procurement efforts over the seven year planning horizon.
7. Basis for Non-Revenue Vehicle Projects: Replacement, Rehabilitation, and Expansion or Contraction: Discuss replacement, and/or expansion or contraction of non-revenue vehicle fleet.
8. Basis for Major Facilities Replacement, Rehabilitation, Upgrade, and Expansion Projects of the types listed below. Identify the locations of potential new or expanded facilities to the extent possible. Provide project budget, including costs, sources of funds and amounts from each source, identifying funds that have been programmed, allocated or received, and funds that have not been secured. Separately describe security projects. Specify if replacement and rehabilitation of facilities and equipment results in an asset that differs from the existing asset, and how it differs. Include locations for Administrative, Operations and Maintenance, Fueling facilities, Vehicle storage and staging, transit centers and major bus stops, and bicycle facilities.
9. Basis for Major Equipment Replacement and/or Upgrade. Discuss current and/or proposed projects. Combine projects into a lump sum and indicate costs, sources of funds and amounts.

Task 7.0 Administrative Draft Plans	Deliverables	Lead Role(s)
Administrative Draft Plans for SoCo Transit and DAR services	Administrative Draft Plan: Detailed summary of existing capital assets, current and future capital shortcomings, and recommended replacement or expansion schedules provided in electronic format.	<i>Consultant, using input from the Steering Committee and Executive Committee</i>

Task 8.0 Public Draft Plans

1. Develop and submit the Public Draft Plans based on Working Papers 1-6 identified in Tasks 2-7 for review to the RTA and SLOCOG..
2. Incorporate any suggested edits and changes suggested by Study Steering Committee on the Administrative Draft Plans during two separate presentations to the RTA and SoCo Transit Boards of Directors. These presentations will be formal Public Meetings for the Draft Joint Plans.
3. Consultant to issue a minimum of six bound hard copies with appendices material in separate binder, in addition to a total of two CDs, for the SoCo Transit and DAR plans.

Task 8.0 Draft Joint Plan	Deliverables	Lead Role(s)
Draft Joint Plans, incorporating previous work products and comments from Steering Committee	Draft Joint Plans in paper and electronic formats, which will be presented at Public Meetings	<i>RTA and Consultant</i>

Task 9.0 Final Plans

1. After incorporate any suggested edits and changes suggested during final presentations to the RTA and SoCo Transit Boards of Directors in the final Joint Plans to the Project Manager.
2. Consultant to issue a minimum of six bound hard copies of each SRTP document with appendices material in separate binder, in addition to a total of two CDs that contain all pertinent materials related to the SoCo Transit and DAR SRTP documents.

Task 9.0 Final Joint Plans	Deliverables	Lead Role(s)
Final Joint Plans for SoCo Transit and the DAR in formal Public Meetings	Submit final plans to Steering Committee and decision-making Boards for review, incorporate comments and submit final report.	<i>RTA and Consultant</i>

SCOPE OF SERVICES; Addenda to RFP

Addendum #1: Clarifications and Corrections

The following questions, clarifications, and errors are addressed below:

1. Question: What Dial-a-Ride services are included in the in-depth evaluation in the plan?
 - a. Answer: Nipomo, Shandon, Templeton, and Paso Robles DAR services are included in the main evaluations in the Plan. Area services such as listed in Task 3.0 section 4, are to be summarized only as requested in that section.
2. Question: Can I attend the non-mandatory pre-proposal meeting on September 26th by conference call?
 - b. Answer: Yes, conference call information: 866-730-7512, Participant pin: 236145#
3. Correction: RFP Attachment Two, Item 28, Disadvantaged Business Enterprises (DBE)
 - a. The correct percentage for RTA's overall DBE participation is 5.1%, not 4%.
4. Correction: RFP page numbers
 - a. Page numbers in the Table of Contents are in error beginning with Section IV. Pay close attention to section heading titles when reading the RFP.

Addendum #2: Clarifications and Corrections

The following questions and clarifications are addressed below:

1. Question: What is the data availability and its format?
 - a. Answer: We have ITS data for all fixed route services, which include ons-offs, on-time performance, etc. in MS Excel format. We also contract with UTA for automatic passenger counter and on-time reporting in MS Excel format, and we can provide GFI reports for fare type data in pdf format. We have RouteMatch reports for DAR services in pdf and MS Excel format.
2. Question: What is the stakeholder involvement?
 - a. Answer: There will be three sets of public open house meetings as described in Section III of the RFP, surveys of passengers during the month of March 2019, and vehicle operator Drop-in sessions. If you wish to propose additional public input processes, those processes should be clearly identified in your proposal

narrative and your price proposal should clearly identify the costs of this additional work as optional.

3. Question: When is the final product due?

a. Answer: We hope to present the final draft for approval to the SoCo Transit Board in October of 2019 and the RTA Board (for the DAR services) in November 2019.

4. Question: What is the budget for this project?

a. Answer: \$105,360.00 total budget. 80% federal funds are included. A price proposal spreadsheet will be provided on our website.

EXHIBIT B – CONTRACTOR’S PROPOSAL

The ensuing pages represent the Contractor’s proposal.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

NOVEMBER 7, 2018

STAFF REPORT

AGENDA ITEM: C-5

TOPIC: Resolution with Special District Risk Management Authority to Participate in the CSAC Small Group Health Benefits Program

ACTION: Approve Resolution

PRESENTED BY: Tania Arnold, Deputy Director

STAFF RECOMMENDATION: Adopt

BACKGROUND/DISCUSSION:

As noted at the September 5, 2018 San Luis Obispo Regional Transit Authority (RTA) Board Meeting and August 1, 2018 RTA Special Board, staff completed a review of our current healthcare insurance offerings as established by the Public Employees Medical and Hospital Care Act (PEMHCA) between California Public Employee' Retirement System (CalPERS) and the RTA, and insurance offerings provided directly to RTA by Anthem. Staff conducted this review to ensure we are effectively managing the medical benefits program and providing affordable healthcare options to agency stakeholders, including retirees.

At the August 1, 2018 RTA Board meeting, the Resolution *Electing to no Longer be Subject to the PEMHCA* was approved. This advance notice was required, since CalPERS allows agencies a maximum of 60 days from the date final premium rates documentation is released to terminate their participation from PEMHCA, which was on August 20, 2018.

At the September 5, 2018 RTA Board Meeting, the Board approved the Memorandum of Understand with Special District Risk Management Authority (SDRMA) to participate in California State Association of Counties Excess Insurance Authority (CSAC EIA) small group health benefits program. At that Board meeting, the RTA Board also approved the month health contribution of \$256 for current retirees to continue but that will not be extended to any current employees when they retire from the agency. The RTA has two retirees who elect PERS medical, resulting in an annual fiscal impact of \$6,144.

As a reminder, in transitioning to CSAC EIA Health for the 2019 plan year, the RTA will be able to provide equal, if not enhanced, benefit plans to all participating employees and retirees, and equity between all employee groups within the organization, along with added plan stability at within budgeted levels. The RTA would benefit in the future

from the unique arrangement of the CSAC EIA Health insurance pool by being able to take advantage of the shared risk model offered by an insurance pool of small agencies as well as large agencies. The goal of the shared risk model is to stabilize premium rates across a large number of pool members. As a member of CalPERS, the RTA benefited from the pool size, but we had no control or influence on decisions that directly impacted premium rates paid by employees. With the proposed CSAC EIA Health program, the RTA is provided the opportunity to actively engage and evaluate new benefit offerings.

In addition, CSAC EIA provides pooling opportunities for dental, vision, life and disability insurance, which were not available to the agency previously through CalPERS.

As part of this transition process, the final document needed is the attached Resolution.

Staff Recommendation

Approve the attached Resolution between the Special District Risk Management Authority and the RTA in order to participate in the CSAC EIA small group health benefits program effective January 1, 2019.

RESOLUTION NO. _____

A RESOLUTION OF THE (GOVERNING BODY) OF San Luis Obispo Regional Transit Authority APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS PROGRAM

WHEREAS, San Luis Obispo Regional Transit Authority, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in Health Benefits offered by the Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for Health Benefits; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Name

Title

ENTITY Secretary

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY RESOLUTION OF APPRECIATION

**For
Phil Moores**

IN RECOGNITION OF SEVEN YEARS OF SERVICE

The following Resolution is hereby offered and read:

WHEREAS, Philip Moores, known to his friends and associates as “Phil,” started work with the San Luis Obispo Regional Transit Authority as Operations Manager in September 2011; and

WHEREAS, Phil has been instrumental in managing the following high-profile programs and projects:

1. He established and applied strong management values. Of particular interest is “Set Them Up for Success,” which has been fully engrained in the culture of the RTA and South County Transit.
2. He established a consistent run-cutting and bidding process. A Bus Operator’s day is based on the quality of his or her schedule, and his fair and equitable bids set the foundation for good Bus Operator/Management relations.
3. He effectively communicated operating policies and procedures through his Transportation Bulletin program.
4. He supported open and effective communication in the RTA and South County Transit using communication tools embodied in the “Colors” and “Verbal Defense and Influence” systems.
5. He introduced and promoted the combined RTA and South County Transit annual Bus Roadeo.

WHEREAS, Phil worked especially well with all internal and external staff, stakeholders, and partner agencies. He is always respectful and courteous; a strong team player that supports and advocates the best interests of the agency, the region, our member jurisdictions and the general public; and

WHEREAS, Phil was recently appointed as the Executive Director of the Eastern Sierra Transit Authority.

NOW, THEREFORE, BE IT RESOLVED, that the San Luis Obispo Regional Transit Authority hereby recognizes and extends to Phil Moores its appreciation and gratitude for his leadership at the RTA for the past seven years, and we wish him well in his new position.

The foregoing resolution is hereby presented and adopted on the 7th Day of November 2018.

Tom O’Malley, President
San Luis Obispo Regional Transit Authority

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
NOVEMBER 7, 2018
STAFF REPORT**

AGENDA ITEM: C-7

TOPIC: Government Center Passenger Facility

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize the Executive Director to Submit Revision Requests to Existing Grants in Order to Increase the Project Budget and Complete the Project

BACKGROUND/DISCUSSION:

As noted in earlier Board meetings, the cost of construction continues to escalate in the State and along the Central Coast in particular. Unfortunately, this has impacted our long-planned Government Center passenger facility improvements project, too.

By way of background, the RTA Board authorized staff to procure new/larger passenger shelters, a ticket vending machine and other street furniture in 2016. At its March 1, 2017 meeting, the Board authorized staff to procure Government Center design and construction services for a cost not to exceed \$125,000. On a related matter, on November 2, 2017, the Board entered into a License Agreement with SLO County for use of County land and specific requirements for planned improvements. At the January 3, 2018 meeting, the Board was informed we received no bids on the Design-Build solicitation, and the Board agreed to increase the project budget to \$150,000, assuming \$40,000 for design/engineering, \$10,000 for permitting, and between \$80,000 and \$100,000 for construction.

On June 19, 2018, we executed a contract with the Wallace Group for design and engineering services not to exceed \$44,879. However, upon surveying the site, further potholing was necessary to more clearly identify unmapped fiber optic lines under the site, which in the end cost over \$12,000. In late October 2018, the Wallace Group provided the 90% design documents as well as an engineer's estimate of \$144,000 for the base project, plus a \$17,000 bid alternative for a County-requested seat wall to help keep waiting passengers away from the Public Works building.

Staff is now seeking the Board's authorization to increase the project budget using existing grant funds that were previously programmed for bus stop improvements and for bus rehabilitation. Assuming our funding partners (SLOCOG, Caltrans and the Federal Transit Administration) agree to these changes in grant project scope, this will not require additional funding from the jurisdictions.

Staff Recommendation

Staff requests the Board's concurrence to authorize the Executive Director to submit grant revision requests so that the Government Center Passenger Facility project budget can be increased and to complete construction of the project.