



RTA BOARD AGENDA

Wednesday, May 1, 2019 at 8:30 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: Fred Strong

Vice President: John Peschong

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)
Jimmy Paulding (Arroyo Grande)

Heather Moreno (Atascadero)
Jeff Lee (Grover Beach)
Robert Davis (Morro Bay)
Fred Strong (Paso Robles)
Ed Waage (Pismo Beach)
Andy Pease (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 MEETING TO ORDER, 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 (Receive)

B. ACTION AGENDA

- B-1 Fiscal Year 2019-20 Operating and Capital Budget (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 February 6, 2019 (Information)
- C-2 RTA Board Meeting Minutes of March 6, 2019 (Approve)
- C-3 Authorize License to SLO City for 253 Elks Lane Property (Approve)
- C-4 Youth Ride Free Promotion (Approve)
- C-5 Authorize USDOT BUILD Grant Application (Approve)
- C-6 Authorize FTA Section 5339(b) Bus & Bus Facilities Grant App. (Approve)
- C-7 Authorize FTA Section 5339(c) Low or No Emission Grant App. (Approve)
- C-8 AGP Video Agreement Renewal (Approve)
- C-9 Declare Vehicle Maintenance Equipment as Surplus (Approve)
- C-10 Resolution to Appoint CalTIP Board Director and Alternate (Approve)
- C-11 Agreement for County Auditor/Controller Services (Approve)
- C-12 Update RTA Title VI Policy (Approve)
- C-13 Memorandum of Understanding – Dental Program (Approve)
- C-14 Authorization to Seek Proposals for Solar Bus Parking Canopies (Approve)
- C-15 Job Descriptions for Positions Revised During FY18-19 (Accept)

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

1. Initiation of litigation pursuant to subdivision (c) of Section 54956.9. One case.
2. Conference with Labor Negotiator (CA Government Code Section 54957.6(a))
 - Negotiating Party: Fred Strong, President
 - Unrepresented Employee: Geoff Straw, Executive Director

E. BOARD MEMBER COMMENTS

Special RTA Board meeting on June 5, 2019 (following SLOCOG meeting)
Next regularly-scheduled RTA Board meeting on July 10, 2019

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

May 1, 2019

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 next Employee of the Quarter BBQ luncheon is scheduled for May 10 at the Paso Robles bus parking yard. Board members are encouraged to attend; contact me if you would like to "buspool" to/from the event.

Although the County and the City of SLO have signed-off on the final layout of the improvements to the Government Center passenger facility, we ran into a delay in obtaining final drawings for the passenger shelters. In particular, since we changed the orientation of two shelters from diagonal to parallel to Palm Street, the vertical "legs" needed to be re-engineered by the shelter vendor. We have asked County and City staff to sign-off on the final drawings and to possibly have construction bid-ready documents by the middle of May 2019. Once the final grant funding is secured in late-spring, staff will bid the project for construction services, and bring the agreement to the Board for consideration at the July 10th meeting.

Since the previous RTA Board meeting, four new Bus Operator candidates completed training and are operating in revenue service. Please join me welcoming Gerardo, Christine, Jill and Ernesto to the RTA team. We currently have two candidates in the six-week training program and we are continually seeking other candidates to fill the three open Bus Operator positions. Alison McCullough was promoted from Bus Operator to Operations Supervisor on April 21st and is enjoying her new role within the organization.

Staff is currently working with SLO County Real Estate Services to extend the lease for the shared RTA / SoCo Transit operating facility on 800 Rodeo Drive in Arroyo Grande. While the facility is principally used by SoCo Transit, the RTA parks out one fixed-route bus and one Runabout van to reduce "deadhead" miles and paid employee hours. Of particular interest is recognition by the County of repairs that SoCo Transit has had to make to the property, including a recent \$43,000 (up from the original \$37,000 estimate) spent to extensively repair the pavement. Pismo Beach City Attorney Dave Fleishman is assisting our two agencies with the lease negotiations.

Service Planning & Marketing:

As indicated in emails to each of the Board members and outreach to local media outlets, staff has arranged for a battery-electric bus demonstration ride. A BEB from New Flyer Corporation will arrive outside the County Chambers at 11:00 AM, and Board members and interested persons can join us for a 10-minute ride following the RTA/SLOCOG meetings today. Staff will evaluate the BEB in various operating scenarios throughout the day, too. I will also provide an oral update about our experience with a BYD Corporation over-the-road BEB that we plan to evaluate in RTA Express bus service April 24-26.

The RTA launched the previously-discussed Token Transit system in March that allows riding across most fixed-route services in the region (SoCo Transit, RTA, SLO Transit, and Paso Express). This is a mobile ticketing system for iOS and Android smartphones. So far, we have only received positive feedback from users, and we will continue to engage our Bus Operators to determine if additional training or marketing is required.

I worked with my staff to develop an analysis on average trip length and proportional use of Runabout by community, and I planned to present the results of this evaluation at the May 1st meeting. However, due to competing pressures for my time, I was unable to complete the evaluation. I will present this information at the next regularly-scheduled Board meeting.

Bus Garage Facility Update:

The RTA submitted the Bus Maintenance Facility to the SLO City Architectural Review Commission on March 31st. The ARC process will require six to eight weeks, which has been included in our preliminary design schedule. We expect the full design/engineering process to be completed in October 2019.

On March 28th our design consultants RNL/Stantec Architecture led a Peer Review with representatives from SLO County Public Works, Monterey-Salinas Transit, Santa Cruz METRO, Santa Clarita Transit, and Santa Barbara MTD. This review helped us eliminate some non-essential items from the construction program, including on-site liquid fueling infrastructure, in-ground lifts inside every maintenance bay, and an automated bus wash system.

Staff also received its first construction cost estimate on March 28th based on 30% design/engineering assumptions: \$27,586,295. However, this very high estimate includes many of the “add-on options” that staff has already instructed the design team to eliminate (liquid fueling, automated bus wash, in-ground bus lifts, etc.). Based on preliminary estimates, we believe that these major reductions, as well as some other minor changes, will reduce the next 60% cost estimate to around \$23 million. I would be happy to share the March 28th document with public works directors at your respective jurisdictions for their review/comments.

The March 28th cost estimate document, as well as the Electrification-Readiness Plan commissioned as part of the design contract, has helped us more precisely define the costs of battery-electric bus (BEB) infrastructure needs of the project. Staff submitted an AB-617 grant application to the SLO APCD on April 4th to partially fund the first phase of bus electrification. We plan to also use those documents to help prepare an FTA Section 5339(c) Low- and No-Emission grant application to provide gap funding for the first phase, as well as full funding for the second phase and the purchase of South County Transit BEBs; the Section 5339(c) grant application is due on May 14th.

Staff advertised the Building Commissioning RFP on April 4th, and conducted a pre-proposal meeting on April 17th. Two firms attended, and a total of six questions were submitted by the April 18th deadline. An addendum was published on April 22nd, and proposals are due by 4:00 PM on May 1st. A draft agreement will be presented to the Board for execution at an upcoming meeting.

Staff is working with SLO City Public Works officials to determine cost-sharing proportions for the realignment of Elks Lane as part of the City's Prado Road overpass project. The RTA has agreed to deed almost 97,000 square feet of our land for the Prado Road overpass project – including land dedications on three sides of our property. Staff will work with RTA Counsel to protect our interests. As noted in Agenda Item C-3, staff supports a short-term license agreement that allows the City to temporarily use our property for SLO Transit bus parking needs while their parking yard is improved; staff recommends a no-cost arrangement to demonstrate good-neighbor relations.

Finance and Administration:

The Regional Transit Advisory Committee (RTAC) met on April 17th and it recommended the RTA Board accept the FY19-20 budget as presented. The next RTAC meeting is scheduled for July 18th.

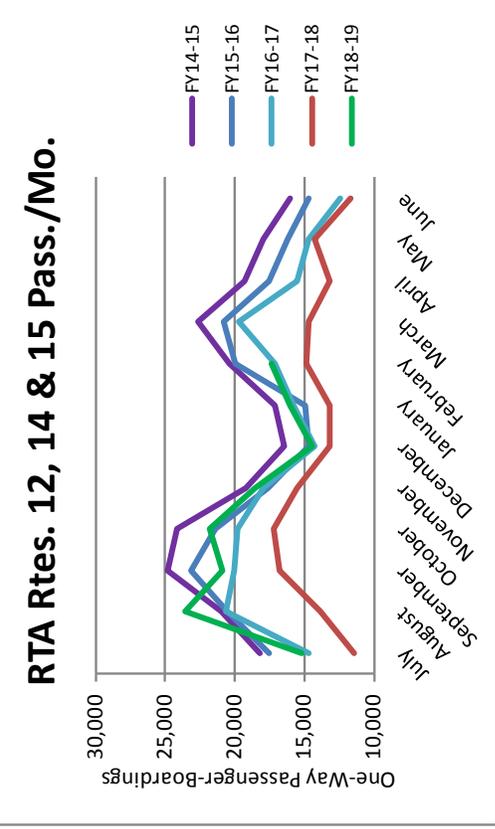
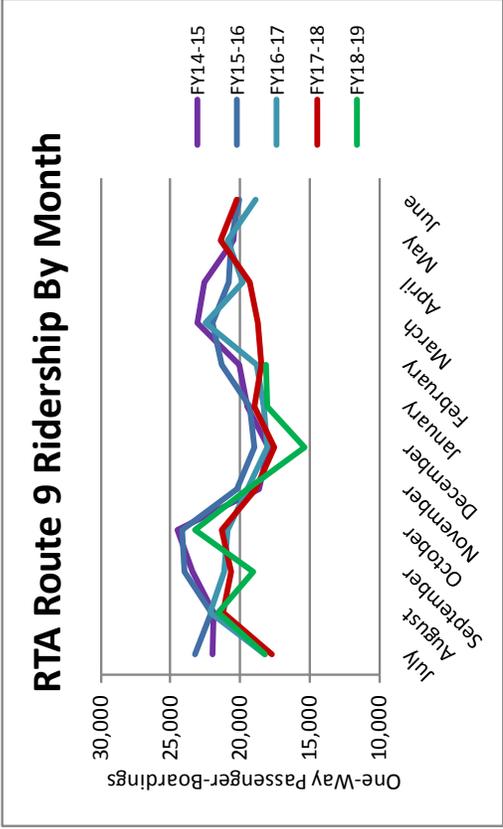
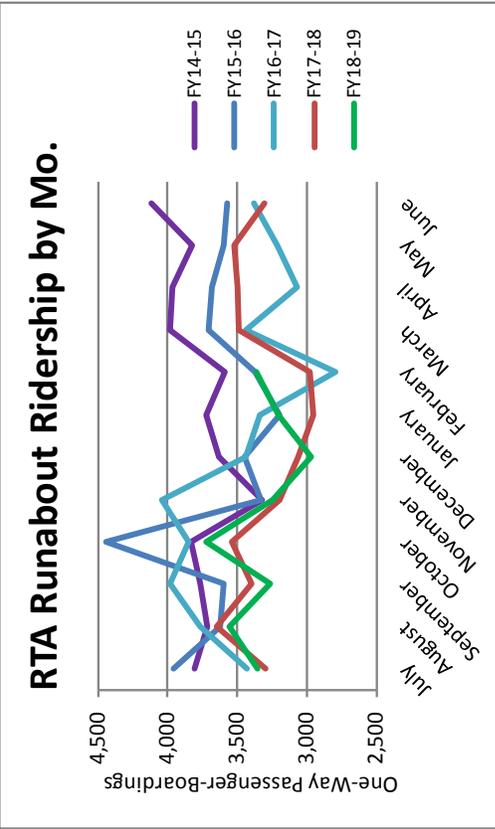
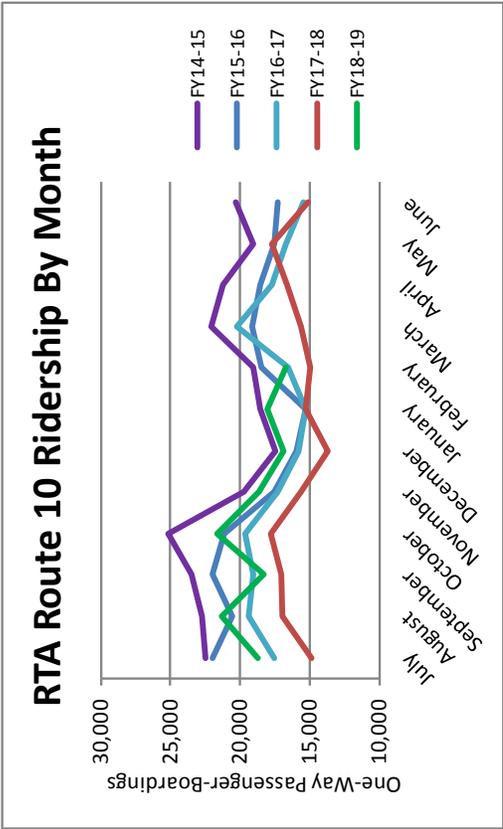
After an extensive national search, the RTA recently selected Omar McPherson as its new Operations Manager. Omar has admirably served as the RTA Grants and Financial Manager since 2008, so he is a familiar face and he will hit the ground running. We will begin the recruitment process to fill his now open position in the coming weeks. Please also welcome two other team members that filled recently vacated positions: Kayleigh McLeod into the Human Resources Officer position and Justin Kobielski into the Accounting Technician position.

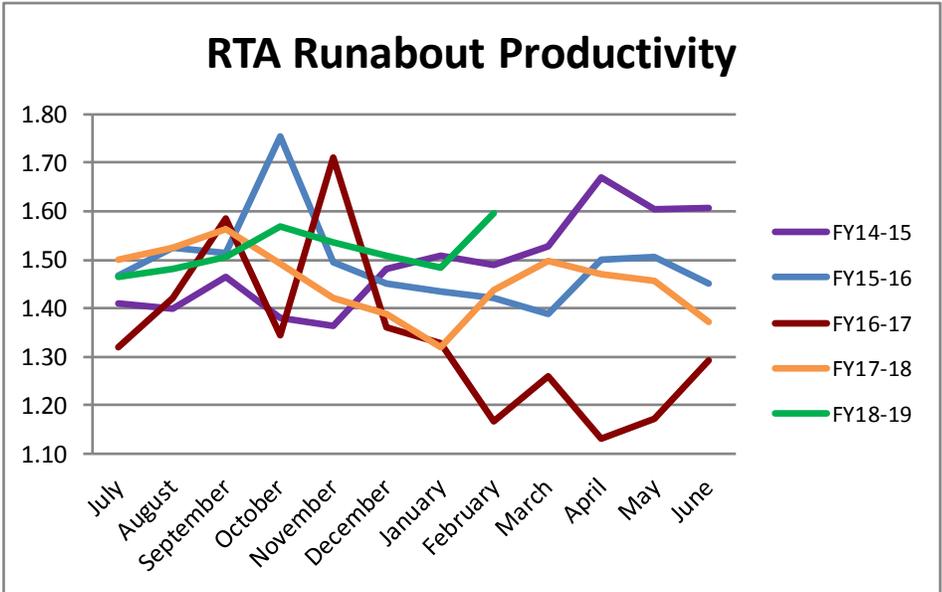
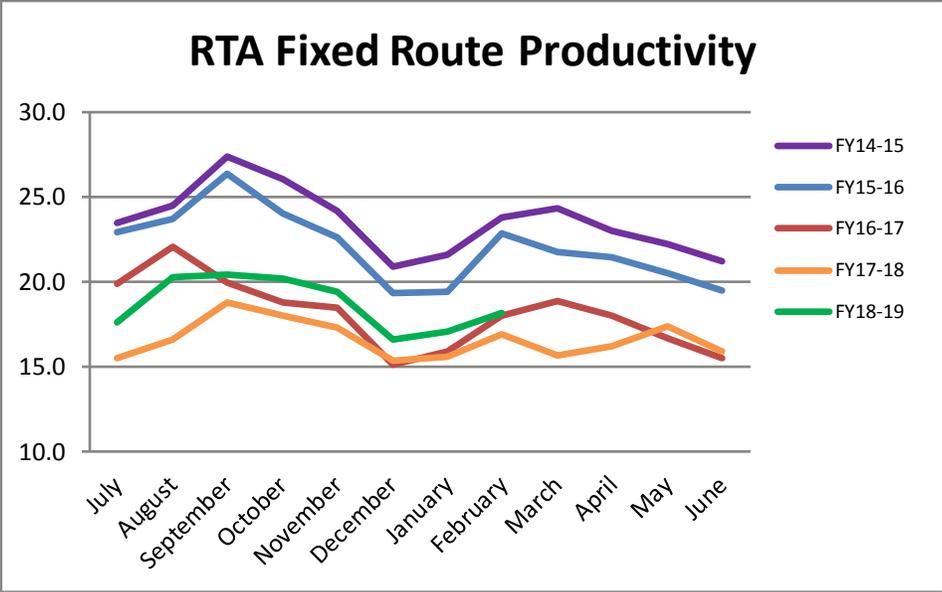
Our operating and financial results through the first eight months of the fiscal year are presented in the tables at the end of this report. This tabular information is summarized as follows:

- RTA core fixed-route ridership totaled 407,983 through the end of February 2019. In comparison, the ridership for the same period last year was 397,002, which

represents an increase of 2.8%. As presented in the graphs on page A-1-5, fixed-route ridership on Routes 10, 12, 14 and 15 has exceeded the results from the previous year in every month, while Route 9's results are more varied.

- Runabout ridership totaled 26,672, which is a 2.3% increase over the first eight months of the previous year (26,075). 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-1-6. The results are trending favorably over the recent prior years.
- In terms of financial results, staff worked hard to keep operating and capital costs within budget in light of the relatively weakened ridership. See the tables on pages A-1-7 and A-1-8 for details. Some important takeaways include:
 - In terms of overall non-capital expenses, we are right on budget – 63.2% through 66.7% of the fiscal year.
 - Administrative costs are right on budget (67.8% through 66.7% of the fiscal year).
 - Overall Service Delivery costs equated to 93.1% of YTD budget (62.1% through 66.7% of the year); these costs include both day-to-day operations and vehicle maintenance activities. With the January 13th wage increases identified in the Collective Bargaining Agreement, we expect this differential to narrow toward the end of the budget year. We have thankfully avoided any major bus component failures/replacement, which resulted in lower costs related to vehicle maintenance.
 - The farebox recovery ratio for core fixed-route services equated to 18.4%, while Runabout achieved a ratio of 5.0%. The RTA's results for this performance measure below the SBP standard of 25%, yet they are still above the 17.15% TDA requirement established by SLOCOG for FY18-19.
 - The YTD subsidy per passenger-trip on core fixed-route services is \$6.55 and for Runabout it was \$77.99. Although we have 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.





	Adopted Budget FY 2018-19	January Actual	February Budget	February Actual	February Variance	Year to Date FY 2018-19	Percent of Total Budget FY 2018-19
Administration:							
Labor							
Labor - Administration Workers Comp							
Office Space Rental							
Property Insurance							
Professional Technical Services							
Professional Development							
Operating Expense							
Marketing and Reproduction							
North County Management Contract							
County Management Contract							
SCT Management Contract							
Total Administration	1,684,680	132,315	133,313	105,923	27,389	1,141,766	67.8%
Service Delivery:							
Labor - Operations							
Labor - Operations Workers Comp							
Labor - Maintenance							
Labor - Maintenance Workers Comp							
Fuel							
Insurance							
Special Transportation (for SLOCAT and Paso)							
Avila Trolley							
Maintenance (parts, supplies, materials)							
Maintenance Contract Costs							
Total Operations	8,810,820	717,840	681,603	636,850	44,753	5,472,432	62.1%
Capital/Studies:							
Computer System Maintenance/Upgrades							
Miscellaneous Capital							
Maintenance Equipment							
Specialized Maintenance Tools							
Desks and Office Equipment							
Vehicle ITS							
Bus Stop Improvements/Bus Stop Solar Lighting Vehicles							
Support Vehicles							
40 Coaches							
Cutaway and Dial A Ride Vehicles							
Runabout Vehicles							
Total Capital Outlay	4,435,750	6,011	-	-	-	1,623,895	36.6%
Contingency							
hourly							
Interest Expense							
operations cost							
Loan Paydown							
Short Range Transit Plan - Nipomo							
Elks Lane Project							
Management Contracts							
TOTAL FUNDING USES	18,233,490	878,265	847,925	764,818	83,107	8,733,389	47.9%
TOTAL NON-CAPITAL EXPENDITURES	10,891,620	872,254	847,925	764,818	83,107	6,885,109	63.2%

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU FEBRUARY 28, 2019
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	\$ 238,408	\$ 242,068	\$ 170,814	\$ 13,982	\$ 23,985	\$ 689,258	\$ 43,955	\$ 47,554	\$ 91,509	\$ 3,968	\$ 108,367	\$ 893,101
TOTAL ROUTE REVENUES	\$ 238,408	\$ 242,068	\$ 170,814	\$ 13,982	\$ 23,985	\$ 689,258	\$ 43,955	\$ 47,554	\$ 91,509	\$ 3,968	\$ 108,367	\$ 893,101
EXPENDITURES:												
ADMINISTRATION	\$ 248,833	\$ 205,575	\$ 135,709	\$ 14,182	\$ 59,333	\$ 663,631	\$ 12,166	\$ 11,979	\$ 24,144	\$ 5,018	\$ 485,085	\$ 1,177,878
MARKETING	18,884	15,679	10,445	1,247	4,626	50,880	-	-	-	-	-	50,880
OPERATIONS/CONTINGENCY	825,189	697,197	449,805	47,700	203,530	2,223,421	194,397	192,062	386,459	77,437	1,468,087	4,155,403
FUEL	175,990	172,574	96,571	9,718	52,869	507,722	19,688	19,746	39,435	3,249	105,626	656,032
INSURANCE	105,558	103,483	57,920	5,762	31,758	304,481	12,504	12,568	25,071	3,171	129,609	462,332
TOTAL EXPENDITURES	\$ 1,374,453	\$ 1,194,507	\$ 750,450	\$ 78,608	\$ 352,116	\$ 3,750,134	\$ 238,755	\$ 236,354	\$ 475,109	\$ 88,875	\$ 2,188,406	\$ 6,502,524
FAREBOX RATIO	17.3%	20.3%	22.8%	17.8%	6.8%	18.4%	18.4%	20.1%	19.3%	4.5%	5.0%	13.7%
SERVICE MILES	238,984.3	234,277.4	131,096.1	12,987.2	71,752.8	689,097.9	28,297.3	28,428.1	56,725.4	7,201.0	293,487.0	1,046,511.3
SERVICE HOURS	9,004.9	7,446.8	4,915.7	522.3	2,157.5	24,047.1	2,062.9	2,029.4	4,092.3	854.4	17,576.9	46,570.7
RIDERSHIP (Automatic Counters)	166,383	150,246	119,346	14,800	16,738	467,513	34,975	36,025	71,000	1,733	26,672	566,918
RIDERS PER MILE	0.69	0.64	0.93	1.14	0.25	0.68	1.24	1.27	1.25	0.24	0.09	0.54
RIDERS PER HOUR	18.3	20.1	25.1	28.3	8.5	19.4	17.0	17.8	17.3	2.0	1.5	12.2
COST PER PASSENGER	\$ 8.26	\$ 7.95	\$ 6.29	\$ 5.31	\$ 21.04	\$ 8.02	\$ 6.83	\$ 6.56	\$ 6.69	\$ 51.28	\$ 82.05	\$ 11.47
SUBSIDY PER PASSENGER	\$ 6.83	\$ 6.34	\$ 4.86	\$ 4.37	\$ 19.60	\$ 6.55	\$ 5.57	\$ 5.24	\$ 5.40	\$ 48.99	\$ 77.99	\$ 9.89
RIDERSHIP (GFI Fareboxes)	152,951	128,433	103,589	9,234	13,776	407,983	34,031	35,292	69,323	1,733	26,672	505,711
RIDERS PER MILE	0.64	0.55	0.79	0.71	0.19	0.59	1.20	1.24	1.22	0.24	0.09	0.48
RIDERS PER HOUR	17.0	17.2	21.1	17.7	6.4	17.0	16.5	17.4	16.9	2.0	1.5	10.9
COST PER PASSENGER	\$ 8.99	\$ 9.30	\$ 7.24	\$ 8.51	\$ 25.56	\$ 9.19	\$ 7.02	\$ 6.70	\$ 6.85	\$ 51.28	\$ 82.05	\$ 12.86
SUBSIDY PER PASSENGER	\$ 7.43	\$ 7.42	\$ 5.60	\$ 7.00	\$ 23.82	\$ 7.50	\$ 5.72	\$ 5.35	\$ 5.53	\$ 48.99	\$ 77.99	\$ 11.09

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: A-2

TOPIC: Strategic Business Plan Results

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Receive Report on Performance Results through February 28, 2019

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 three 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 are:

1. Productivity,
2. Farebox Recovery Ratio,
3. Preventable Collisions, and
4. Preventable Workers Compensation (Lost-Time).

One metric is still being evaluated (Fixed-Route Service Delivery) and will be orally reported at the Board meeting. 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 and work comp incidents is evaluated as training is developed for new and current employees.

RTA's YTD FY18-19 Performance Results (thru 2/28/2019)			
Performance Metric	Standard	Result	Achieved?
Regional Fixed-Route Productivity (boardings/hour)	22.0	20.5	No
Route 15 Deviated Fixed-Route Productivity	8.0	7.7	No
Runabout Productivity	2.0	1.5	No
Fixed-Route Service Delivery (actual divided by scheduled)	99%	TBD	TBD
Regional Fixed-Route On-Time Performance	85%	86%	Yes
Route 15 Deviated Fixed-Route On-Time Performance	70%	78%	Yes
Runabout On-Time Performance	95%	99%	Yes
Fixed-Route Bus Overcrowding	Various load factors	None exceeded	Yes
Systemwide Operating Budget (live within means)	< 100%	63.0%	Yes
Farebox Recovery Ratio (fares / net operating costs)	20.0%	18.5%	No
Preventable Collision Rate (per 100k miles traveled)	1.0	1.34	No
Preventable Workers Compensation Rate	Lost-time <6	9	No
	Med-only <10	3	
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	20.0	22.7	22.3	20.9	19.9	18.8	19.1	20.1					20.5
Rte 15	7.6	8.7	8.3	8.2	8.0	7.3	6.6	7.0					7.7
Paso Express	16.5	17.7	18.4	19.6	17.6	15.5	16.6	16.8					17.3
Runabout	1.5	1.5	1.5	1.6	1.5	1.5	1.5	1.6					1.5
Paso DAR	1.7	1.9	2.1	1.8	2.1	2.2	2.2	2.3					2.0
Nipomo DAR	1.7	3.5	3.9	4.3	3.6	3.8	3.2	3.8					3.5

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 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%. Staff is still evaluating FY18-19 results and will provide an oral update on this measure at the May 1st meeting.

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%	87%	85%	85%	89%	88%					86%
Paso	87%	85%	86%	82%	77%	83%	83%	81%					83%
Rte 15	73%	69%	74%	84%	79%	81%	83%	84%					78%

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 FY19, achieving an overall OTP result of 98.79%. 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 were no trips exceeding the overcrowding standard during the evaluation period. 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 94% of the adopted budget (unaudited)

Fiscal Year 2019 Result: Operating Costs are 63% of the adopted budget through February 28, 2019 (66.7% 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: 20.5% (*including Paso Express*)

Fiscal Year 2019 Result: 18.5% (*including Paso Express though February 28, 2019*)

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 February 28, 2019: 1.34

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 February 2019, the Safety Resource Committee has closed-out 27 action items, and opened 20 new items and 10 reoccurring action items remain on the agenda. 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 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. Our 2019 annual refresher-training classes for Bus Operators, Supervisors and Dispatchers started April 6, 2019 and will continue throughout the year. We are excited to have California Highway Patrol Officer as a guest speaker instructing a one-hour course on Distracted Driving.

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: 9 lost-time claims (six have been closed as of February 28, 2019), and 3 medical only (as of February 28, 2019)

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 was provided in the January 3, 2018 agenda packet. The next Customer Perception Survey will be completed in March 2020.

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: 13.3% of total operating costs

Staff has worked hard to close claims submitted in prior years. More importantly, 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 – 20%
2018 – 4% (through March 31, 2019)

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 63.25 hours per person, with significant training being conducted for electrical, breaks, and air conditioning. The RTA has greatly benefited from the Southern California Regional Transit Training Consortium, providing significant training resources which has been of significant benefit to the agency. 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.
 - Operations Manager and one Operations Supervisor attended the FTA Drug and Alcohol Conference in April 2019.
- 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 FY19-20, these include the CTA Annual Meeting in October 2019, participating on the CalACT Board, participation at the twice-yearly CalTIP Board of Directors meetings, 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.

We 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 ten RTA staff members 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/or one Operations Supervisor). Finally, the Executive Director and the three department heads meet weekly to ensure consistency in messaging and direction for the organization – including focused discussions on the design of the new Bus Maintenance Facility project.

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 February 28, 2019 the average RTA fixed-route vehicle age (including Paso Express fixed-route vehicles) is just over 6 years with an average of 273,628 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 87,361 miles. The design life of a demand response van is 4-years/100,000

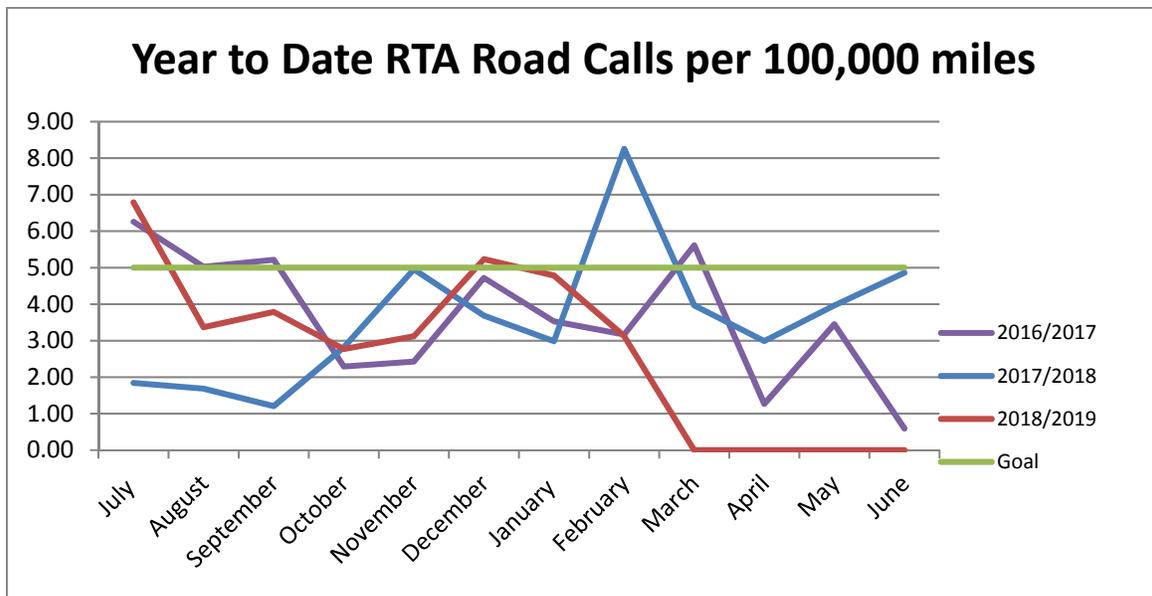
miles, so we are currently within the RTA’s standards. Our capital program was updated as part of the 2016 SRTP update, which was adopted by the RTA Board in July 2016. In addition, a five-year capital program is included in each annual budget document.

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. The Executive Director serves on the CTA Small Operators Committee, and will also assume the Chairperson role for the CalTIP Board in July 2019.

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 members meet 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 and the Executive Director informs the Board President of on-going efforts. We have recently worked with third-party consultants to improve communication protocols among the departments/divisions in the organization. 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.

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April 24, 2019

Fiscal Year 2019/2020 Budget
Projected Five Year Capital Budget

Regional Transit Authority



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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY VISION STATEMENT, VISION ELEMENTS, MISSION STATEMENT AND STRATEGIC DIRECTION

VISION

The RTA of the future is an integral part of the “SLO lifestyle.” From the vineyards in North County, to the secluded beach towns on the North Coast, to multi-faceted communities in the South County, residents and visitors use public transportation rather than relying on their cars.

Vision Elements

- Continue successful partnerships with jurisdictions, county, other public agencies, businesses and schools.
- Provide excellent, reliable, sustainable seamless service that is effective in getting residents and visitors where they want to travel.
- Secure reliable funding.
- Implement an Intelligent Transportation Systems (ITS) program to improve service quality and provide efficiencies.
- Develop a well-executed image-building campaign with a single face for public transportation.

MISSION

The Mission of RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens and visitors of San Luis Obispo County.

STRATEGIC DIRECTION

- Stabilize and grow funding.
- Continue to improve service quality: On-time performance, scheduling and routing, customer amenities on our vehicles and at our bus stops, operating procedures.
- Consolidate and streamline operations to improve efficiency and effectiveness of public transportation throughout the county.
- Include public transportation as part of the lifestyle evolution needed to confront climate change.
- Reduce Vehicle Miles Traveled.
- Embrace technological improvements that will positively impact efficiency and quality of service.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY VALUES

Commitment to Serve

Provide valuable services to the public and direct our energies in strengthening our relationships with our customers and the community while maintaining responsible ethical fiscal management.

Leadership

Be trustworthy, credible, confident, progressive and influential in all we do.

Teamwork

Work together with trust, support and mutual cooperation and respect. Provide an environment that fosters frank and open communication. Have Fun in our daily activities and keep issues in perspective. Have pride in our accomplishments while taking on our challenges with spirit and vigor.

Integrity

Promote honesty, loyalty, dignity, respect, decency, fairness, courtesy, responsibility, and character.

Human Development

Provide the appropriate resources and environment for employees to be successful, motivate individuals to take initiative and to be creative in all of our efforts.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Fiscal Year 2019-20 Operating and Capital Budget

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Adopt Fiscal Year 2019-20 Budget as Presented

RTAC RECOMMENDATION: Adopt

BACKGROUND/DISCUSSION:

We are pleased to present a fiscally constrained Fiscal Year 2019-20 operating budget, and an advisory FY20-21 operating plan. In addition, we are presenting a five-year capital program.

We appreciate the Board's support and leadership. The budget presentation assumes the same core levels of service miles and hours for fixed-route services that are currently being operated, with the exception of the elimination of express trips during the week of Christmas and New Year's. The elimination of these trips does not fall within the threshold of the RTA's service change policy. In accordance with the adopted RTA Strategic Business Plan (SBP), 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. Also, as noted in the SBP, recommended changes to seasonal or lifeline services (i.e., the County-funded Shandon Dial-A-Ride) will include target productivity standards that must be met in order to qualify for continued funding. These SBP items were developed to support the RTA *Short Range Transit Plan* language in Chapter 4 Goals and Objectives. The hours and miles for fixed-route services are calculated using our automated GPS-based Intelligent Transportation System.

Runabout hours and miles are assumed to hold steady based on current ridership trends. Staff will continue to monitor the Runabout service, including the premium fare charged to Tri-Counties Regional Center starting in January 2018 and the functional assessments as part of the certification and recertification process. Should service demands change significantly during the fiscal year, a budget amendment will be presented to the Board for consideration, which will include options such as taxicab service as noted in the budget assumptions.

Route 14 service will continue to operate during peak academic year travel periods between downtown San Luis Obispo and the main Cuesta College campus, our highest

trip generators in the regional system. The Route 15 service along the North Coast will continue to operate as a deviated fixed-route service to conserve limited resources.

In May 2014, the RTA adopted a reserve policy – one for cash flow purposes, and one for capital projects. As noted during the budget assumptions presentation in March 2019, revisions to this policy to address self-insured retention requirements have been delayed due to staffing shortages but is being carried forward to ensure this item is addressed.

No Local Transit Fund (LTF) is required for local match for any of the proposed capital projects in the current fiscal year, but the advisory FY20-21 budget does include the use of LTF as an advisory number at this time. Although these funds needed to fund construction of the long-term Bus Maintenance Facility would be generated from financing, the amount is included for planning purposes. The FY19-20 RTA operating budget is proposed at \$9,759,330 and the capital budget is proposed at \$1,443,530. With the additional State Transit Assistance (STA) funds made available through the new Senate Bill 1 – Road Repair and Accountability Act of 2017 (SB1 Augmentation) fund, the LTF request has remained relatively flat.

It should be noted that staff continues to present separate columns in the revenue and expense tables for Paso Robles Express fixed-route and dial-a-ride services, as well as for the County-funded (SLOCAT) transit services. This separation is presented so that readers can easily distinguish between core RTA services and those operated under contract for our partner agencies. As South County Transit consolidation discussions continue, information would be presented as a separate column should consolidation occur, as well.

In summary, RTA staff has done a tremendous job of holding the line on expenses. The major increases in this year's operating budget are costs for the wage adjustments programmed and projected in the Collective Bargaining Agreement for covered employees, and costs associated with employee benefits.

The budget packet contains the following items:

- Our Vision and Mission statements,
- Budget Assumptions adopted by the Board at its March 6, 2019 meeting,
- Fiscally constrained FY19-20 operating and capital budgets,
- Fiscally unconstrained FY20-21 operating budget, and
- Fiscally unconstrained FY20-21 through FY23-24 capital budgets.

Lastly, we have broken each fixed-route service into weekday, Saturday and Sunday sections to better understand the financial commitment necessary to operate these distinct services should service reductions become necessary due to funding or other constraints.

Revised Revenue Assumptions

We are predicating the revenue stream for the FY19-20 budget on the latest information that we have available on Local Transportation Funds (LTF) and State Transit Assistance (STA) funding for the region. The amount included for Rural Transit Funds (RTF) is based on feedback provided by SLOCOG staff and is similar to prior years allocations.

For FY20-21, staff estimates a roughly 4.8% increase in operating costs, with a significant portion of the increase for wages as identified in the Collective Bargaining Agreement (CBA). As a result, early projections for FY20-21 the RTA need for LTF for operations up over 41% at \$4,690,010. Note, staff typically starts with a high projection and works the number down as the project year draws near. In comparison, this is a 21% increase from the LTF request in FY18-19 and in line with the request made in FY17-18. There are other significant assumptions, including the continued use of STA for operations due to the STA SB1 Augmentation. Staff will provide updates to the Board during future funding presentations. This is also impacted by the need to fund construction of the long-term Bus Maintenance Facility, which has an additional advisory amount of LTF of \$5,729,717 in FY20-21; as noted previously, it is a projection of what will need to be financed for construction of the garage project beginning in FY20-21.

Federal funding apportionments were favorable to the region, and staff will work with SLOCOG and the City of San Luis Obispo to cooperatively program the funds for FY20-21. Staff was pleased with the allocations from the FTA Section 5307 Small Transit Intensive Cities program, which has helped fund significant capital projects that will need to be considered in the region.

Administration and Operations Expenses

Workers compensation insurance provided by CSAC Excess Insurance Authority is projected to be in line with FY15-16 levels, with a notable reduction from the current fiscal years, especially in times of increasing wages. The reduction in premiums has provided a welcome relief – especially with the realization that worker's compensation for transit services is especially challenging statewide as loss development trends for the state are not favorable. We continue to work with our employee committee that has evaluated workplace safety and has initiated a proactive program to reduce the number and severity of claims.

The overall Administration Expense for RTA core services is relatively flat compared to last fiscal year. Marketing and Reproduction has increased for the addition of wifi service on all fixed route buses and staff anticipating conducting a customer perception survey in March 2020. Labor costs have declined slightly, most notably due to staff turnover and hiring of junior employees at slightly lower salary levels that occurred in FY18-19.

The RTA is working to fill the Grants/Finance Manager position vacated due to the promotion of Omar McPherson to the Operations Manager position in March 2019. The

recruitment will be conducted for a Grants Administrator and a Grants/Finance Manager with the aim to fill the Grants/Finance Manager position and leave the Grants Administrator position unfunded and unfilled. Should the RTA find a candidate that does not meet the requirements of the Grants/Finance Manager position but is well suited to the position of Grants Administrator staff will then leave the Grants/Finance Manager position unfilled and unfunded. The job descriptions for the Grants Administrator and Grants/Finance Manager, in addition to the positions filled during the FY18-19, are included in the consent agenda for reference.

The proposed service delivery cost is up by roughly 5% from what was identified in the FY18-19 budget. The primary reasons for this increase are described below.

As included in the budget assumptions that your Board accepted in March 2019, the new 4-year CBA was ratified in November 2017, with new wage scales that began January 1, 2018. The FY19-20 budget includes significant changes in wages and benefits, primarily due to the California Legislature's recent minimum wage hike to \$15.00 per hour by 2021 will result in wage compression issues. The RTA's current average hourly wage for Bus Operators is \$18.53 per hour, with a current starting wage rate of \$15.60 per hour. An annual inflationary adjustment for non-union employees (excluding Operations Supervisors) of 3.2% will be implemented in July 2019. The Operations Supervisor classification CPI increase adjustment will be implemented in January 2020, to coincide with Bus Operator wage scale adjustments identified in the CBA. Employees within the salary range for their position will be eligible for a step merit increase subject to performance assessments. The wage scales for non-CBA employees is presented in tabular format at the end of this budget document.

Staff will be evaluating options for consolidating insurance coverage between the RTA and SoCo Transit, which would reduce duplicative administrative charges, both for general liability and workers compensation.

Finally, due to the unrest in North Africa and the Middle East, as well as increased domestic oil output, fuel prices have continued to swing wildly over the past few years, and noticeably in the last few weeks there have been significant increases. Staff has tried to budget fuel somewhat conservatively, but we may need to adjust it if fuel prices change significantly during the fiscal year. Due to our limited infrastructure, we are unable to purchase fuel in bulk to realize economies of scale. It should be noted that diesel-powered buses manufactured after 2009 also require the use of Diesel Exhaust Fluid (DEF) to meet emissions requirements. DEF costs more than diesel fuel, and it is used at a roughly 5% ratio DEF to diesel; its use is included in the fuel line item.

Fixed-Route Ridership Patterns

The 2016 *Short Range Transit Plan* includes a number of service improvements to meet current and projected future demand for regional transit services. In particular, new mid-day express runs on Routes 9 and 10, as well as later evening services, were recommended for FY17-18. However, those improvements have not been implemented

due to a lack of funding and will remain financially-unconstrained until or unless new operating funds can be secured.

Capital Program

The focus of our capital program will continue to be development and implementation of the new Bus Maintenance Facility on Elks Lane, as well as vehicle replacements for both fixed-route and Runabout services. We have also programmed the following minor capital projects:

- \$89,460 for specialized maintenance equipment to improve efficiencies;
- Bus stop improvements; and
- Miscellaneous computer equipment, including an update to the computer used to manage the fixed route fare collection system.

In FY18-19, funding of \$388,880 was included from the STA SB1 State of Good Repair program to keep the planned new Bus Maintenance Facility moving forward. The project is currently at the Schematic Design (30%) phase, and it was submitted to the City of San Luis Obispo Architecture Review Commission on March 29, 2019 to begin the formal development and permitting process. To be conservative, we did not assume the same level of funding in FY19-20, but we included \$400,000 as placeholder funding in FY20-21.

It should be noted that a portion of the FY18-19 capital funds for fully funded projects, such as the design and engineering for the Bus Maintenance Facility, bus stop improvements, and bus rehabilitation has not been carried over to the draft FY19-20 budget. This carryover will have no financial impact to local jurisdictions because the funding has been fully secured.

Also included is a projected five-year capital improvement program as part of the budget plan. While only the first year is financially constrained, the projects identified in the ensuing four years provide a snapshot of future capital needs and potential cost levels. It should be noted that staff has only identified replacement projects and easily identifiable on-going projects (i.e., computer needs and bus stop improvements) in the capital improvement program. No expansion vehicles are included in the base budget. It should be noted that the two recent SLOCOG SB1 Congested Corridor grant proposals include expansion buses; should funding be granted, staff will present a budget amendment for consideration. The capital program also includes the March 29, 2019 Schematic Design estimated construction cost for the Bus Maintenance Facility project. These numbers will be revised during refinement of the project. Also of note is the significant amount included in FY22-23 for 40' fixed-route bus replacements. No LTF funds are currently programmed for capital projects in FY19-20, but do include the advisory number for FY20-21.

Conclusion and Staff Recommendation

Fiscal Year 2019-20 will be another challenging year, including financial barriers and the need to implement the long-planned facility related capital project. We look forward to working with our customers, the Board and other stakeholders in providing the highest quality of transportation services to residents of and visitors to our community. We believe that this budget reflects the path set by your Board in previous years and, although we would like to do more, we believe that this budget provides the optimum levels of service within the confines of existing limited resources.

The Staff recommends that the Board adopt the FY19-20 budget as presented.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MARCH 6, 2019
STAFF REPORT**

AGENDA ITEM: B-1

TOPIC: Fiscal Year 2019-20 Budget Assumptions

ACTION: Approve Budget Assumptions

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Approve Budget Assumptions to Enable Staff to Begin Development of Operating and Capital Budgets

BACKGROUND/DISCUSSION:

The following report outlines staff's recommended budget assumptions for the RTA's Fiscal Year 2019-20 Operating and Capital Budget, and it is the first step in the development of our operating budget and operating program. It should be noted that the RTA is again developing a two-year operating budget and five-year capital budget. As in past years, only the first year would be financially-constrained, while the out-years should be considered advisory. Upon the Board's guidance and approval of these assumptions, staff will prepare a detailed report along with preliminary budget numbers for presentation to the Executive Committee at their April 10th meeting prior to the final draft budget presentation to the Board in May.

KEY ISSUES

1. Address SoCo Transit's request to consolidate with the RTA.
2. State Transit Assistance (STA) funds are projected to be flat to the region but they are higher than FY17-18 due to the Senate Bill 1 – Road Repair and Accountability Act (SB-1) funds, which included augmented STA funds and State of Good Repair funds.
3. Local Transportation Funds (LTF) used for operating purposes are projected to be flat to the region.
4. Liability costs continue to escalate, despite the RTA's good safety record, especially general liability costs.
5. We continue to focus on Runabout costs, which had been escalating in recent years but have leveled off.
6. Address staffing and retention, in particularly in the Bus Operator classification.

7. Fuel costs continue to remain low; this also results in declining ridership and fares.

Mission Statement

The Mission of the RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens of and visitors to San Luis Obispo County.

Objectives and Revenue Impacts

- 1) Maintain service levels and hours of service that meet the standards of productivity and demand of our customers and communities through the effective and efficient delivery of RTA Fixed-Route and Runabout core services.
 - a) RTA received \$1,304,500 for RTA core services in STA funding, which includes \$517,450 in SB-1 State of Good Repair funding being used to fund the new RTA Bus Maintenance Facility project at 253 Elks Lane. Staff will work with SLOCOG staff to determine a realistic estimate for FY18-19.
 - b) Continue to monitor the results and impacts on ridership and fare revenue from the December 31, 2017 fare increase, both on RTA Fixed-Route and on the Runabout service, which included the establishment of a Runabout premium service fare.
 - c) The FY18-19 budget adopted in May 2018 included \$3,883,400 in LTF operating revenues. At that same meeting, the advisory FY19-20 LTF amount was \$4,598,870. Staff is still developing estimated annual FY18-19 expenses, which impacts the carryover amount that could reasonably be identified for the FY19-20 budget.
 - d) Federal Transit Administration (FTA) Sections 5307, 5311 and 5339 operating funding and capital funding for FY19-20 will be presented in the same format as previously presented in May 2018, taking into account preliminary projected revenues identified in the Fixing America's Surface Transportation (FAST) Act. Should the actual annual authorizations for FTA programs increase or decrease for any of these programs, staff would adjust these assumptions accordingly.
 - e) FTA Section 5307 operating funding from the Santa Maria Urbanized Area for RTA Route 10 will be budgeted based on commitments with Santa Barbara County Association of Governments (SBCAG) and the City of Santa Maria. This amount is likely to be lower than what was included in the projection for FY18-19 and staff continues discussions with SBCAG officials for Santa Maria UZA funding for RTA Route 10 operations.
 - f) Detailed miles/hours and span of service for each RTA core Fixed-Route and Runabout will be provided with the draft budget. For context, detailed budgets

based on miles/hours and span of service will also be provided separately for SLO County Services and North County Local Services. As a consolidation date is reviewed for SoCo Transit, staff will present a mock consolidated budget for review. Assuming consolidation is ultimately adopted, staff will present a budget amendment for adoption by the Board.

- g) Productivity of service during holiday time periods will be presented to the Board as part of the draft budget, specifically associated with the service provided the weeks of Christmas and New Years to determine if service levels should be reduced.
 - h) Staff will continue to research and evaluate new revenue resources should any potential shortfall in operating revenues arise. If we are unable to secure funding, staff would recommend that the Board consider adjusting the TDA allocation from the RTA jurisdictions and/or adjust service levels.
 - i) Due to changes in self-insured retention requirements, staff will review and provide recommendations regarding the RTA reserve policy, which was originally adopted in May 2014. Note: this item is being carried over to the FY19-20 due to staffing shortfalls during the current fiscal year not allowing adequate time to address this item.
- 2) Work with SLOCOG and our transit agency partners in the region to evaluate region-wide service efficiencies.
- a) Transit agencies across the country have experienced ridership declines due to the relatively low price of fuel and increasing private automobile ownership rates, which are affecting farebox recovery ratios. Other factors also include increasing costs due to the California minimum wage. These issues have caused farebox recovery ratios to decline for most transit agencies.
 - b) Review the tasks and financial impacts included in the SoCo Transit contract for administrative, financial, marketing, maintenance and dispatch services, and evaluate efficiencies with the RTA – including SoCo Transit’s request to consolidate into the RTA.
 - c) The RTA will work with SLOCOG staff and other transit providers to evaluate efficiencies in the provision of service throughout the county.
 - d) Staff will use the *2018-20 RTA Strategic Business Plan* as well as the *2016 Short Range Transit Plan* to evaluate potential efficiencies, and with Board concurrence, implement efficiencies.

- 3) Evaluate options and provide analysis on the 5-year capital improvement program and methods to fund these needs.
 - a) Staff will continue to work with SLOCOG to prioritize capital projects using the State of Good Repair STA portion of SB-1 funds. For FY17-18 and FY18-19, the RTA received funding for the design and engineering of the new RTA Bus Maintenance Facility on Elks Lane, as well as approximately \$59,000 that has been added to capital replacement reserves to match federal funds for three low floor Gillig buses to be delivered in the summer of 2020. These new SB-1 funds are an important source of revenues for the RTA and the other transit operators in our region. It directly impacts the RTA need for LTF to fund operations and the local match for capital projects by reducing local match needed for federal funds, and interest when financing for capital projects is needed.
 - b) Staff will complete the design, engineering, and permitting process for the long-term RTA Bus Maintenance Facility in late 2019. Assuming sufficient funding can be identified, the RTA will then conduct the construction services procurement in spring 2020, with construction mobilization to begin in late summer 2020.
- 4) Address projected changes in demand for Runabout service.
 - a) Runabout service hours and miles are projected to remain flat based on recent demand trends, particularly with the shift in Tri-Counties Regional Center ridership that began in February 2017. In FY13-14, the burgeoning demand would have required significant Runabout service level increases but, with a variety of measures implemented at the Board's direction, Runabout demand has decreased.
 - b) To ensure that only those persons truly eligible for Runabout service are initially registered or re-registered, staff will continue to conduct functional assessments as part of the Runabout application process. This process was added in early 2016. Staff will also provide mobility training for disabled persons who are able to use Fixed-Route services for some or all of their travel needs. Staff continue to work with groups such as the Paso Robles Independent Skills Program that have completed the RTA travel training review process and are now able to assist their clients with travel training.
 - c) Staff does not foresee needing to move forward with using supplemental taxicab services, but should future service expansions be required or if staffing shortages persist, staff will revisit this option.

Expenses Impacts

- 1) Fuel consumption and price will be budgeted conservatively; diesel fuel will be budgeted at \$3.30 per gallon. Included in the fuel line item will be diesel exhaust

fluid (DEF), used to lower diesel exhaust emissions on the newer Fixed-Route vehicles.

2) Insurance Expenses:

- a) CalTIP liability insurance premiums are projected to increase. The exact amount is not known at this time, as CalTIP actuaries are still working on May 1, 2019 through April 30, 2020 rates. Estimates will be available from CalTIP in time to include in the RTA April 2019 draft budget. Although the number of RTA losses based on mileage has been lower than the pool average, the pool has experienced significant negative claims development, and the pool is working to ensure the stability of the pool and ensure equity between all members by conducting an actuarial study on the application and formulas used in applying and calculating each agencies experience modification factor. More importantly, the California liability market continues to contract, which also increases costs.
- b) CalTIP vehicle physical damage will increase minimally due to the added asset value of newer vehicles in the fleet, namely the six new 40-foot buses and eight new cutaway vehicles that RTA received in replacement for vehicles that had exceeded their useful life during the FY18-19.
- c) Our annual Employment Risk Management Authority premium is estimated at \$27,000, with a \$50,000 self-insured retention. This self-insured retention does not currently have a reserve in place to cover it should a loss develop. As noted previously, staff hopes to bring a revised reserve policy to the Board in FY19-20 to address this reserve need.
- d) Workers compensation premiums through the CSAC Excess Insurance Authority are projected to increase, with the realization that workers compensation for transit services is especially challenging statewide as loss development trends in the state are not favorable. Staff will obtain a more refined estimate in early March. We continue to work with our employee committee that has evaluated workplace safety and has initiated a proactive program to address the number of claims and severity of the claims. The decline in FY18-19 was a result of these efforts, and although premiums are expected to rise, a significant portion of that increase is attributable to the increase in wages identified in the collective bargaining agreement that are triggered by the changes in the California minimum wage.
- e) Property insurance will increase due to the significant losses in the property insurance market, namely the wildfires in California.
- f) For budget-making purposes, staff is assuming a 6% annual increase for healthcare costs for each of the next two fiscal years.

3) Staffing Expenses:

- a) The new 4-year Collective Bargaining Agreement (CBA) was ratified in November 2017, with new wage scales that began January 1, 2018. The FY19-20 budget will include significant changes in wages and benefits, primarily due to the effects of changes to the California minimum wage program. Should the January 2020 minimum wage change be delayed by the Governor, staff would bring a budget amendment to the Board. The draft budget will assume the minimum wage change will be implemented as planned.
- b) The number of FY19-20 budgeted full-time equivalent (FTE) positions will remain the same as in FY18-19. As a reminder, the number of budgeted training department positions in FY18-19 was increased by 0.5 FTEs. It was in an effort to address Bus Operator staff shortages. This effort has proved helpful, even though staff hiring and retention continues to be a critical issue.
- c) For FY19-20, the overall number of budgeted positions for the North County and SLO County services will remain the same. It should be noted that the marginal costs and revenues the services will be treated in the budget the same way as prior years: as separate and distinct columns.
- d) An annual inflationary adjustment based on the December 2017 to December 2018 of 3.2% will be implemented in July 2019. The Operations Supervisor classification CPI increase adjustment will be implemented in January 2020, to coincide with Bus Operator wage scale adjustments identified in the CBA. Employees within the salary range for their position will be eligible for a step merit increase subject to performance assessments.

Proposed Budget Calendar

February 6	Detailed budget assumptions and revenue forecasts presented to Executive Committee
March 6	Obtain Board concurrence on proposed draft budget assumptions
March 6	Provide mid-year FY18-19 Budget data to Board (no additional budget amendments are being requested)
March 31	Based on feedback from Executive Committee, develop FY19-20 Budget
April 10	Present draft FY19-20 Budget to Executive Committee
April 17	Present final draft FY19-20 Budget to RTAC
May 1	Final Board Budget presentation; Board adoption of FY19-20 Budget

Staff Recommendation

Approve the budget assumptions and budget calendar so that a detailed work plan and budget may be developed.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
PROPOSED OPERATING REVENUE BUDGET FOR 2019/2020**

	2017/2018 COMBINED ACTUAL	2018/2019 ADOPTED OPERATING BUDGET	2018/2019 ADOPTED SLOCAT BUDGET	2018/2019 ADOPTED N. COUNTY BUDGET	2019/2020 PROPOSED OPERATING BUDGET	2019/2020 PROPOSED SLOCAT BUDGET	2019/2020 PROPOSED N. COUNTY BUDGET	2020/2021 PROJECTED OPERATING BUDGET	2020/2021 PROJECTED SLOCAT BUDGET	2020/2021 PROJECTED N. COUNTY BUDGET
FUNDING SOURCES:										
GENERAL RESERVES	2,357,470	1,747,520	143,078	174,480	2,502,930	100,900	163,890	1,648,570	111,070	174,300
1. ESTIMATED FUND BALANCE	2,357,470	1,747,520	143,078	174,480	2,502,930	100,900	163,890	1,648,570	111,070	174,300
2. LESS REQUIRED RESERVES FOR FISCAL YEAR										
CASH FLOW REQUIREMENTS PER TDA	1,551,680	1,558,790	100,900	163,890	1,648,570	111,070	174,300	1,777,780	120,110	199,090
	1,551,680	1,558,790	100,900	163,890	1,648,570	111,070	174,300	1,777,780	120,110	199,090
TOTAL	805,790	188,730	42,178	10,590	854,360	(10,170)	(10,410)	(129,210)	(9,040)	(24,790)
3. FUND BALANCE AVAILABLE										
NON TDA SOURCES										
FARES	1,437,854	1,263,280	33,320	104,090	1,228,770	49,450	106,170	1,253,350	50,440	108,290
SCT MANAGEMENT CONTRACT	119,270	124,660	-	-	122,650	-	-	126,660	-	-
COUNTY MANAGEMENT CONTRACT	85,230	90,130	-	-	88,680	-	-	91,580	-	-
NORTH COUNTY MANAGEMENT CONTRACT	41,850	43,740	-	-	43,030	-	-	44,440	-	-
INTEREST	19,636	12,150	490	-	52,360	-	-	52,360	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	418,547	395,080	109,170	-	601,700	206,000	160,810	601,700	206,000	166,000
RURAL TRANSIT FUND (Administration)	300,000	300,000	-	-	300,000	-	-	300,000	-	-
RURAL TRANSIT FUND (Operating Funds)	300,000	402,460	-	-	300,000	-	-	400,000	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	546,990	574,340	-	-	603,060	-	-	633,210	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating		873,200	-	-	534,305	-	-	534,310	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County)	1,076,610	878,400	-	249,540	919,820	-	262,021	963,310	-	275,120
FEDERAL TRANSIT ADM (FTA) (Section 5307-Sm) - Operating	349,490	366,960	-	-	385,310	-	-	404,580	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	513,050	536,200	-	-	560,510	-	-	586,040	-	-
CUESTA CONTRIBUTION ROUTE 12	66,080	75,220	-	-	84,670	-	-	89,990	-	-
SPECIAL EVENTS REVENUE/OTHER	136,551	-	-	40,580	-	-	40,580	-	-	-
4. TOTAL FUND BALANCE & NON TDA FUNDING	5,183,738	5,299,820	142,980	394,210	5,554,865	255,450	569,581	5,811,530	256,440	549,410
5. SUB TOTAL	5,989,528	5,488,550	185,158	404,800	6,409,225	245,280	559,171	5,682,320	247,400	524,620

FUNDING SOURCES:

TDA REQUIRED

- CITY OF ARROYO GRANDE
- CITY OF ATASCADERO
- CITY OF GROVER BEACH
- CITY OF MORRO BAY
- CITY OF PASO ROBLES
- CITY OF PISMO BEACH
- CITY OF SAN LUIS OBISPO
- COUNTY OF SAN LUIS OBISPO

Population Based

18%

49%

TDA REQUIREMENTS BEFORE 5311 EXCHANGE
LESS: RURAL TRANSIT FUND/5311 EXCHANGE

6.	NET TDA REQUIREMENTS	10,764,038	9,371,950	556,390	963,280	9,759,330	614,610	1,016,080	10,372,330	655,370	1,083,380
7.	TOTAL FUNDING SOURCES										
8.	FUNDING USES:										
	ADMINISTRATION	1,658,049	1,569,260	7,500	107,920	1,633,470	7,500	117,250	1,688,380	7,870	121,670
	INTEREST EXPENSE	19,249	11,640	-	-	-	-	-	-	-	-
	MANAGEMENT CONTRACTS	246,350	124,660	90,130	43,740	122,650	88,680	43,030	126,660	91,580	44,440
	SERVICE DELIVERY	7,889,800	7,573,670	436,910	800,240	7,907,710	493,740	843,950	8,454,450	530,880	904,660
	CONTINGENCY	-	92,720	21,850	11,380	95,500	24,690	11,850	102,840	25,040	12,610
9.	TOTAL FUNDING USES	9,813,448	9,377,950	556,390	963,280	9,759,330	614,610	1,016,080	10,372,330	655,370	1,083,380

2017/2018 COMBINED ACTUAL	2018/2019 ADOPTED OPERATING BUDGET	2018/2019 ADOPTED SLOCAT BUDGET	2018/2019 ADOPTED N. COUNTY BUDGET	2019/2020 PROPOSED OPERATING BUDGET	2019/2020 PROPOSED SLOCAT BUDGET	2019/2020 PROPOSED N. COUNTY BUDGET	2020/2021 PROJECTED OPERATING BUDGET	2020/2021 PROJECTED SLOCAT BUDGET	2020/2021 PROJECTED N. COUNTY BUDGET
226,679	227,552	-	-	203,346	-	-	273,489	-	-
394,767	396,446	-	-	353,596	-	-	475,567	-	-
171,271	172,409	-	-	153,940	-	-	207,041	-	-
137,073	138,076	-	-	119,235	-	-	160,365	-	-
969,332	407,287	-	558,480	358,273	-	456,909	481,858	-	558,760
104,588	105,609	-	-	93,465	-	-	123,705	-	-
783,153	789,588	-	-	699,194	-	-	940,378	-	-
2,485,857	2,149,434	371,232	-	1,903,361	369,330	-	2,559,917	407,970	-
5,272,720	4,386,600	371,232	558,480	3,884,410	369,330	456,909	5,224,320	407,970	558,760
(498,210)	(503,200)	-	-	(534,305)	-	-	(534,310)	-	-
4,774,510	3,883,400	371,232	558,480	3,350,105	369,330	456,909	4,690,010	407,970	558,760
10,764,038	9,371,950	556,390	963,280	9,759,330	614,610	1,016,080	10,372,330	655,370	1,083,380
1,658,049	1,569,260	7,500	107,920	1,633,470	7,500	117,250	1,688,380	7,870	121,670
19,249	11,640	-	-	-	-	-	-	-	-
246,350	124,660	90,130	43,740	122,650	88,680	43,030	126,660	91,580	44,440
7,889,800	7,573,670	436,910	800,240	7,907,710	493,740	843,950	8,454,450	530,880	904,660
-	92,720	21,850	11,380	95,500	24,690	11,850	102,840	25,040	12,610
9,813,448	9,377,950	556,390	963,280	9,759,330	614,610	1,016,080	10,372,330	655,370	1,083,380

	Actual Combined FY2017-18	Adopted Operating Budget FY 2018-19	Proposed Operating Budget FY 2019-20	Projected Operating Budget FY 2020-21
Administration and Service Delivery Totals				
Administration:				
Labor				
Labor - Administration Workers Comp	71,076	72,080	70,210	70,210
Miles	1,592,889	1,624,850	1,563,240	1,563,240
operations cost	910,006	894,050	879,630	908,410
operations cost	66,631	65,150	51,300	52,980
Property Insurance	433,799	458,500	476,920	496,080
operations cost	17,200	19,780	20,710	21,980
Professional Technical Services	77,984	98,480	112,860	127,450
operations cost	37,234	46,270	44,970	47,900
Operating Expense	271,349	265,450	292,950	307,100
Marketing and Reproduction	90,196	95,530	133,240	118,700
North County Management Contract	(41,850)	(43,740)	(43,030)	(44,440)
County Management Contract	(85,230)	(90,130)	(88,680)	(91,580)
SCT Management Contract	(119,270)	(124,660)	(122,650)	(126,660)
Total Administration	1,658,049	1,684,680	1,756,220	1,817,920
Service Delivery:				
Labor - Operations	3,945,608	4,556,490	5,086,120	5,475,320
Labor - Operations Workers Comp	450,826	440,830	347,120	373,680
Labor - Maintenance	966,370	1,033,450	1,121,220	1,207,690
Labor - Maintenance Workers Comp	131,938	129,010	101,580	109,410
Fuel	951,945	991,560	1,048,730	1,048,730
Insurance (Liability, Physical Damage, Employment Practices miles	639,240	720,500	677,570	724,970
Special Transportation (for SLOCAT)	45,834	43,900	44,900	48,340
Avila Trolley	51,973	61,750	63,590	68,460
Maintenance (parts, supplies, materials)	579,676	703,460	628,670	705,700
Maintenance Contract Costs	126,390	129,870	125,900	127,890
Total Operations	7,889,800	8,810,820	9,245,400	9,889,590
Contingency	-	125,950	132,040	140,490
Interest Expense	19,249	11,640	-	-
Management Contracts	246,350	258,530	254,360	262,680
TOTAL FUNDING USES	9,813,448	10,891,620	11,390,020	12,111,080

	Actual Capital Expenditures FY 2017-18	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	Projected Capital Budget FY 2023-24
Capital Expenditures							
Capital/Studies:							
Computer System Maintenance/Upgrades	40,183	43,830	46,020	48,320	50,740	53,280	55,940
Miscellaneous Capital							
Maintenance Equipment	17,452	-	-	-	-	-	-
Facility Improvements	16,701	25,310	-	-	-	-	-
Rotary Lift/Wireless Lift	-	-	-	-	-	-	-
Passenger Protection 1300 buses	-	-	-	-	-	-	-
Specialized Maintenance Tools	-	85,200	89,460	-	-	-	-
Desks and Office Equipment	4,472	10,000	-	6,600	-	-	-
Radios	-	-	-	-	-	-	-
Vehicle ITS/Camera System	102,138	61,370	-	-	-	-	-
Bus Stop Improvements/Bus Stop Solar Lighting	90,747	240,820	252,860	265,500	278,780	292,720	307,360
Bus Rehabilitation	-	-	-	-	-	-	-
Route/Match Dispatching Software/Call Back System	-	-	-	-	-	-	-
Vehicles	-	-	-	-	-	-	-
Support Vehicles	-	18,000	-	56,700	63,000	-	-
40' Coaches	-	3,140,380	-	631,800	1,326,700	4,875,600	-
Trolley replacement vehicles	-	-	-	-	-	253,300	-
Cutaway and Dial A Ride Vehicles	-	81,520	880,700	113,900	-	133,000	-
Runabout Vehicles	-	729,320	555,200	261,300	316,600	-	-
Total Capital Outlay	271,693	4,435,750	1,824,240	1,384,120	2,035,820	5,607,900	363,300
Loan Pay down	200,595	211,670	-	-	-	-	-
Short Range Transit Plans - Nipomo	-	22,750	-	-	-	-	-
Elks Lane Project	48,596	2,671,700	499,990	12,500,000	12,500,000	-	-
Paso Property Improvements	849,637	-	-	-	-	-	-
TOTAL FUNDING USES	1,370,521	7,341,870	2,324,230	13,884,120	14,535,820	5,607,900	363,300

	Total Adopted Budget FY 2018-19	Weekday			Saturday			Sunday			Total		
		Proposed Budget FY 2019-20	Projected Budget FY 2020-21										
Route 9													
Administration:													
Total Administration (Net of Contracts)													
Service Delivery:													
Labor - Operations	839,420	12,590	670	450	31,060	13,710	13,710	450	13,710	13,710	13,710	13,710	
Labor - Operations Workers Comp	81,210	59,310	3,160	2,120	3,160	64,590	64,590	2,120	64,590	64,590	64,590	64,590	
Labor - Maintenance	190,380	191,570	10,190	6,850	10,190	208,610	208,610	6,850	208,610	208,610	224,700	224,700	
Labor - Maintenance Workers Comp	23,770	17,360	920	620	920	18,900	18,900	620	18,900	18,900	20,360	20,360	
Fuel	225,330	217,870	12,610	8,520	12,610	239,000	239,000	8,520	239,000	239,000	239,000	239,000	
Insurance	163,980	140,430	8,130	5,490	8,130	154,050	154,050	5,490	154,050	154,050	164,830	164,830	
Maintenance (parts, supplies, materials)	156,180	126,950	7,350	4,970	7,350	139,270	139,270	4,970	139,270	139,270	156,330	156,330	
Maintenance Contract Costs	28,830	25,420	1,470	990	1,470	27,880	27,880	990	27,880	27,880	28,290	28,290	
Total Operations	1,709,100	1,647,920	90,080	60,820	1,798,620	1,798,620	1,798,620	60,820	1,798,620	1,798,620	1,921,770	1,921,770	
Capital/Studies:													
Total Capital Outlay	2,380,190	288,710	15,780	10,620	15,780	315,110	315,110	10,620	315,110	315,110	5,087,620	5,087,620	
Contingency	20,030	19,460	1,040	700	1,040	21,200	21,200	700	21,200	21,200	22,540	22,540	
Interest Expense	2,510	-	-	-	-	-	-	-	-	-	-	-	
TOTAL FUNDING USES	4,435,750	2,269,050	124,010	83,450	2,476,510	2,476,510	2,476,510	83,450	2,476,510	2,476,510	7,384,800	7,384,800	
TOTAL NON-CAPITAL EXPENDITURES	2,055,560	1,980,340	108,230	72,830	2,161,400	2,161,400	2,161,400	72,830	2,161,400	2,161,400	2,297,180	2,297,180	

		Total Adopted Budget FY 2018-19	Weekday Proposed Budget FY 2019-20	Saturday Proposed Budget FY 2019-20	Sunday Proposed Budget FY 2019-20	Total Proposed Budget FY 2019-20	Projected Budget FY 2020-21
Route 10							
	Hours	11,670	10,230	620	370	11,220	11,220
	Miles	371,440	323,240	19,690	11,870	354,800	354,800
		288,250	270,110	16,400	9,820	296,330	305,830
Administration:							
Total Administration (Net of Contracts)							
Service Delivery:							
Labor - Operations	hourly	706,270	706,110	42,790	25,540	774,440	833,710
Labor - Operations Workers Comp	hourly	68,330	48,190	2,920	1,740	52,850	56,900
Labor - Maintenance	hourly	160,190	155,660	9,430	5,630	170,720	183,890
Labor - Maintenance Workers Comp	hourly	19,990	14,100	850	510	15,460	16,660
Fuel	miles	222,120	212,570	12,950	7,810	233,330	233,330
Insurance	miles	161,630	137,020	8,350	5,030	150,400	160,910
Maintenance (parts, supplies, materials)	miles	153,960	123,860	7,540	4,550	135,950	152,610
Maintenance Contract Costs	miles	28,420	24,800	1,510	910	27,220	27,610
Total Operations		1,520,910	1,422,310	86,340	51,720	1,560,370	1,665,020
Capital/Studies:							
Total Capital Outlay		2,118,120	249,180	15,130	9,060	273,370	4,409,490
Contingency	hourly	16,850	15,810	960	570	17,340	18,450
Interest Expense	operations cost	2,120	-	-	-	-	-
TOTAL FUNDING USES		3,946,250	1,957,410	118,830	71,170	2,147,410	6,399,390
TOTAL NON-CAPITAL EXPENDITURES		1,828,130	1,708,230	103,700	62,110	1,874,040	1,989,900

	Total Adopted Budget FY 2018-19	Weekday Proposed Budget FY 2019-20	Saturday Proposed Budget FY 2019-20	Sunday Proposed Budget FY 2019-20	Total Proposed Budget FY 2019-20	Projected Budget FY 2020-21
Route 12, 14 and 15						
Hours	11,330	9,570	530	390	10,490	10,490
Miles	320,820	273,270	12,260	10,580	296,110	296,110
Administration (Net of Contracts)	268,360	244,160	12,680	9,790	266,630	275,350
Service Delivery:						
Labor - Operations	685,710	660,560	36,580	26,920	724,060	779,470
Labor - Operations Workers Comp	66,340	45,080	2,500	1,840	49,420	53,200
Labor - Maintenance	155,520	145,620	8,060	5,930	159,610	171,930
Labor - Maintenance Workers Comp	19,420	13,190	730	540	14,460	15,580
Fuel	191,850	179,710	8,060	6,960	194,730	194,730
Insurance	139,610	115,830	5,200	4,480	125,510	134,300
Maintenance (parts, supplies, materials)	132,970	104,710	4,700	4,050	113,460	127,370
Maintenance Contract Costs	24,550	20,970	940	810	22,720	23,050
Total Operations	1,415,970	1,285,670	66,770	51,530	1,403,970	1,499,630
Capital/Studies:						
Total Capital Outlay	1,971,960	225,240	11,700	9,030	245,970	3,970,060
Contingency	16,370	14,790	820	600	16,210	17,250
Interest Expense	2,050	-	-	-	-	-
TOTAL FUNDING USES	3,674,710	1,769,860	91,970	70,950	1,932,780	5,762,290
TOTAL NON-CAPITAL EXPENDITURES	1,702,750	1,544,620	80,270	61,920	1,686,810	1,792,230

	Total Adopted Budget FY 2018-19	Total Proposed Budget FY 2019-20	Projected Budget FY 2020-21
Runabout			
Hours	27,330	27,120	27,120
Miles	453,750	450,870	450,870
	554,860	597,220	618,320
Administration (Net of Contracts)			
Service Delivery:			
Labor - Operations	1,654,040	1,871,930	2,015,170
Labor - Operations Workers Comp	160,030	127,750	137,530
Labor - Maintenance	375,150	412,660	444,480
Labor - Maintenance Workers Comp	46,830	37,390	40,270
Fuel	271,340	296,500	296,500
Insurance	197,460	191,120	204,480
Maintenance (parts, supplies, materials)	188,080	172,770	193,940
Maintenance Contract Costs	34,720	34,600	35,080
Total Operations	2,927,650	3,144,720	3,367,460
Capital/Studies:			
Total Capital Outlay	790,020	609,080	303,130
Contingency	39,470	41,910	44,590
Interest Expense	4,960	-	-
TOTAL FUNDING USES	4,316,960	4,397,930	4,333,500
TOTAL NON-CAPITAL EXPENDITURES	3,526,940	3,783,850	4,030,370

	Adopted Budget FY 2018-19	Total Proposed Budget FY 2020-21	Projected Budget FY 2020-21
County Services			
Administration:			
Total Administration (Net of Contracts)	97,630	96,180	99,450
Service Delivery:			
Labor - Operations	194,140	239,950	258,310
Labor - Operations Workers Comp	18,780	16,380	17,630
Labor - Maintenance	44,030	52,900	56,980
Labor - Maintenance Workers Comp	5,500	4,790	5,160
Fuel	19,900	20,700	20,700
Insurance	13,410	14,940	15,990
Special Transit (Senior Vans, Incentives, etc)	43,900	44,900	48,340
Avila Trolley	61,750	63,590	68,460
Maintenance (parts, supplies, materials)	29,970	29,660	33,290
Maintenance Contract Costs	5,530	5,940	6,020
Total Operations	436,910	493,750	530,880
Capital/Studies:			
Total Capital Outlay	81,520	-	113,900
Contingency	21,850	23,530	25,040
Short Range Transit Plans - Nipomo	22,750	-	-
Interest Expense	-	-	-
TOTAL FUNDING USES	660,560	613,460	769,270
TOTAL NON-CAPITAL EXPENDITURES	556,390	613,460	655,370

RTA Staff Salary Schedule

Effective July 1, 2019

SLORTA POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Administrative Assistant	\$43,049.03	\$45,201.50	\$47,461.58	\$49,834.65	\$51,828.04	\$53,382.89	\$54,450.54
Accounting Technician	\$45,201.50	\$47,461.58	\$49,834.65	\$52,326.38	\$54,419.44	\$56,052.02	\$57,173.06
Transit Training Instructor	\$49,834.65	\$52,326.38	\$54,942.70	\$57,689.84	\$59,997.42	\$61,797.35	\$63,033.29
Transit Training Instructor/Mobility Specialist	\$49,834.65	\$52,326.38	\$54,942.70	\$57,689.84	\$59,997.42	\$61,797.35	\$63,033.29
Lead Supervisor	\$60,574.33	\$63,603.04	\$66,783.19	\$70,122.36	\$72,927.25	\$75,115.07	\$76,617.37
Human Resources Officer	\$62,088.68	\$65,193.12	\$68,452.77	\$71,875.41	\$74,750.44	\$76,992.95	\$78,532.80
Grants Administrator	\$62,088.68	\$65,193.12	\$68,452.77	\$71,875.41	\$74,750.44	\$76,992.95	\$78,532.80
Maintenance Supervisor	\$70,122.36	\$73,628.46	\$77,309.89	\$81,175.38	\$84,422.41	\$86,955.07	\$88,694.17
Manager, Marketing and Community Relations	\$71,875.41	\$75,469.17	\$79,242.64	\$83,204.77	\$86,532.97	\$89,128.94	\$90,911.52
Manager, Grants	\$71,875.41	\$75,469.17	\$79,242.64	\$83,204.77	\$86,532.97	\$89,128.94	\$90,911.52
Manager, Safety and Training	\$71,875.41	\$75,469.17	\$79,242.64	\$83,204.77	\$86,532.97	\$89,128.94	\$90,911.52
Manager, Maintenance and Facilities	\$85,234.16	\$89,495.87	\$93,970.66	\$98,669.20	\$102,615.96	\$105,694.44	\$107,808.34
Manager, Operations	\$98,669.20	\$103,602.66	\$108,782.78	\$114,221.92	\$118,790.80	\$122,354.52	\$124,801.61
Deputy Director/CFO	\$119,933.03	\$125,929.68	\$132,226.16	\$138,837.48	\$144,390.98	\$148,722.71	\$151,697.16

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San Luis Obispo Regional Transit Authority

Executive Committee Meeting

Draft Minutes 02/06/19

C-1

Members Present: Fred Strong, City of Paso Robles, **President**
John Peschong, District 1 Supervisor, **Vice President**
Ed Waage, City of Pismo Beach

Members Absent:

Staff Present: Geoff Straw, Executive Director
Nina Negranti, County Counsel
Chelsea Sperakos, Administrative Assistant

Also Present: Eric Greening
Pete Rodgers, SLOCOG Executive Director

1. **Call to Order and Roll Call:** **President Fred Strong** called the meeting to order at 12:00 PM. A silent roll call was taken and a quorum was present.
2. **Public Comments:** **Mr. Eric Greening** reinforcing his comment from SLOCOG Board, appreciates knowing his travel is safe even in difficult conditions.
3. **Information Items:**

A-1 Executive Director's Report (Receive): **Mr. Geoff Straw** informed the committee of the progress with the new bus maintenance facility. In anticipation of changing environmental laws, RTA will incorporate environmentally friendly equipment/features in the building design.

Estimates for the cost of building the facility will be shared with the Board as the design/engineering process continues.

The RTA will continue to work with SLO County on recruitment for Operations Manager, Human Resources Officer, and Accounting Technician positions. Multiple applications have been submitted for all positions.

4. Action Items

B-1 FY 19-20 Budget Assumptions (Approve): **Mr. Straw** noted that Mrs. Tania Arnold was in Monterey attending the unveiling of an ADA applicant evaluation facility, so he will be delivering budget assumptions in her place. Some key issues that the RTA is considering in this budget cycle are SCT consolidation, issues with retirement benefits, continued issues with liability costs, looking for legislative relief on liability costs, and joint transit electrification issues. The RTA will also continue to focus on Runabout costs, as well as staff recruitment and retention. We expect property insurance will increase due to significant losses in the property insurance market; we also will implement wage increases identified in the collective bargaining agreement. The RTA will not be asking for increases in the number of full time employees except for the training supervisor. **Mr. Straw** requested the committee to review and comment on the updates to the proposed budget calendar.

Committee Member Comment: None

Public Comment:

Mr. Eric Greening stated that he believes the RTA should keep driver compensation as high as possible and it is the best use of money. Passengers feel much safer if drivers don't have to moonlight or do overtime to keep a living wage.

Vice President Peschong moved to approve item B-1 and **Mr. Ed Waage** seconded. The motion passed by voice vote unanimously.

B-2 Zero-Emission Vehicle Purchase Policy (Approve)

Mr. Straw stated this policy presents an opportunity for multiple agencies to jointly work together, such as cooperatively developing on-route charging stations for battery electric buses (BEB). California has required all transit agencies be zero emission by 2040, and 25% of bus purchases must be zero emissions by 2026, and all bus purchases be zero emission 2029. BEBs makes the most sense for this county because hydrogen technology does not work yet. This policy will create a new standard of how we evaluate the purchase of and recharge buses.

Committee Member Comment: None

Public Comment:

Mr. Greening asked if the school districts are under the same policy, and if they are, can they be included in the discussion.

Mr. Straw responded that the school districts haven't been included yet.

Mr. Waage moved to approve item B-2 and **Vice President Peschong** seconded. The motion passed by voice vote unanimously.

5. Consent Agenda Items

C-1 Executive Committee Meeting Minutes 10/10/18 (Approve)

Ms. Nina Negranti stated that because none of the current committee members were at the previous RTA Executive Committee meeting, they will only be able to receive and file the minutes rather than approve them.

Mr. Waage moved to receive and file the Executive Committee Meeting Minutes from October 10, 2018 and **Vice President Peschong** seconded. The motion passed by voice vote unanimously.

6. Agenda Review:

Draft RTA Board Agenda 03/06/19

Committee Member Comment: None

Mr. Waage moved to approve the draft RTA Board Agenda for March 6, 2019 and **Vice President Peschong** seconded. The motion passed by voice vote unanimously.

7. Adjournment: President Strong adjourned RTA Executive Committee meeting at 12:32 PM.

Respectfully Submitted,

Acknowledged by,

Chelsea Fowler
Administrative Assistant

Fred Strong
RTA President 2019

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DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RTA BOARD MEETING
MINUTES OF MARCH 6, 2019
C-2

BOARD MEMBERS PRESENT:

ROBERT DAVIS, CITY OF MORRO BAY
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO (Vice President)
JEFF LEE, CITY OF GROVER BEACH
HEATHER MORENO, CITY OF ATASCADERO
JIMMY PAULDING, CITY OF ARROYO GRANDE
ANDY PEASE, CITY OF SAN LUIS OBISPO
FRED STRONG, CITY OF PASO ROBLES (President)
ED WAAGE, CITY OF PISMO BEACH

BOARD MEMBERS ABSENT:

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO
LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, DEPUTY DIRECTOR/CFO
OMAR MCPHERSON, GRANTS MANAGER
SHELLY HORTON, LEAD OPERATIONS SUPERVISOR
KIRK PERRY, BUS OPERATOR
DARLA NASSIF, OPERATIONS SUPERVISOR
NINA NEGRANTI, SAN LUIS OBISPO COUNTY COUNSEL
CHELSEA SPERAKOS, ADMINISTRATIVE ASSISTANT

CALL MEETING TO ORDER, ROLL CALL: **President Fred Strong** called the meeting to order at 8:30 AM. A roll call was taken and a quorum was present.

PUBLIC COMMENT:

Mr. Eric Greening continue to express gratitude for sense of safety traveling on transit in the weather we've been having. He stated that he has confidence in RTA staff to help him reach his destinations safely.

A. INFORMATION AGENDA

President Strong noted that items C-4 and D-1 would be pulled from the current agenda and would be addressed at a later date.

A-1 Executive Director's Report (Receive)

Mr. Geoff Straw presented Employee of the Quarter, **Mr. Kirk Perry**, to the Board for acknowledgement. **Mrs. Shelly Horton**, who is stepping up her role in Phil's absence, introduced **Mr. Perry** as a dedicated employee and we're pleased to have him. He is a Runabout bus operator who loves his job. **Mr. Straw** encouraged Board members to come to the next EOQ BBQ . Ms. Alison McCullough represented us at the statewide CalACT Bus Rodeo.

Final drawings for the Government Center improvement project are expected by March 15th, and RTA will bring construction bids to board May 1st. This project includes expanding sidewalk and plaza, more bus shelters, ticket vending machines, bike repair station, bike parking, real time signs.

There are three new bus operators in training, and RTA is still recruiting for four additional bus operator positions. Ms. Mary Gardener and Ms. Horton have taken over the interviewing process while RTA has been seeking a Human Resources Officer. Mr. Chris Lomeli has been promoted to Operations Supervisor, and there is one additional opening for Operations Supervisor. Token Transit has been working on the implementation of regional fares on its SmartPhone platform; the RTA is expecting to do a "soft rollout" at the end of March. Token Transit will reduce the need for ticket vending machines, which are expensive to purchase and maintain. The app will also be used by SoCo Transit, SLO Transit & Paso Express. The Short-Range Transit Plan for SoCo Transit and the rural Dial-A-Ride programs includes an on board survey for riders in order to receive feedback. The RTA has also presented transit service options to senior centers in conjunction with SLOCOG. A particularly useful service for seniors is the travel trainer program, which can help individuals practice riding.

The Bus Maintenance Facility design/engineering project is at 30% (schematic design), which will include a cost estimate when completed. The RTA expects to submit designs to SLO City Architecture Review Committee (ARC) in early April. The RTA has submitted a request to reallocate funds to the bus maintenance facility originally granted for the now-infeasible downtown transit center project, and the request has been initially declined by the federal government.

Antelope Valley Transit Authority hosted a tour and presentation of their facilities and the BYD Coach & Bus electric bus manufacturing plant. AVTA is the first California agency to commit to 100% battery electric buses (BEBs). RTA staff attended the event to gather information for our upcoming transition to BEBs. AVTA has been able to operate 50% of their fixed route current miles using BEBs. The initial capital and infrastructure costs are high, while the overall operating costs are more affordable over time.

A Special RTA Board Meeting will be scheduled on April 3rd. Staff will present a cost estimate for the bus maintenance facility, and the KNN Finance consultants will be in attendance to present funding gap alternatives. The updated staff for RTAC are **Chairperson Gamaliel Anguiano** and **Vice Chairperson Eric Greening**. The RTAC delegates for the ADA Appeals Committee remains e **Mr. Anguiano, Mr. Mark Dariz, and Ms. Janeen Burlingame**.

The RTA continues recruitment for the Operations Manager; the new Human Resources Officer will start on March 14th, and a conditional offer has been sent to the potential new Accounting Technician.

Ridership results show decline of 2.8% for fixed-route services, no change for Runabout, and positive productivity trends. Administrative costs are at 105.5 % of YTD budget, service delivery at 94.1% YTD due to rising fuel costs, lower vehicle maintenance costs, and pay increases identified in CBA. Farebox recovery ratio show fixed-route was 18.7%, and Runabout at 9.4%. The cost of fixed-route subsidy per passenger is \$7.53, while Runabout is per passenger is \$79.53.

Ms. Heather Moreno asked if the bus maintenance facility financing data was available to show any potential jurisdiction implications. **Mr. Straw** responded that this information is not yet available.

Mr. Ed Waage mentioned he is going to Washington DC and he could discuss the funding with Senator Feinstein. **Mr. Straw** said the Senator knows about the funding and she has a strong affinity for the project.

Public Comment:

Mr. Gary Kirkland commented that the governor is threatening to withhold SB1 funds. He warned against switching to electric buses because we would have a hard time finding the electricity to run them now that Diablo Canyon is closing.

President Strong commented that SB1 funds will be withheld if homeless improvements are not created, but funds will not be reallocated to other projects.

Ms. Moreno motioned to receive item A-1 and **Mr. Jeff Lee** seconded. The motion passed unanimously via voice vote.

B. ACTION AGENDA

B-1 FY19-20 Budget Assumptions (Approve)

Ms. Tania Arnold reminded the Board of the mission of the RTA, which is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens of and visitors to San Luis Obispo County. Some key issues staff is considering for this budget cycle are the SoCo Transit request to consolidate, State transit assistance funds, local transportation funds (generated from sales tax, prefer to use all other funds first), liability costs (number of claims has come down in the last few years), Runabout operating costs (free rides on fixed-routes to those who are certified), address staffing and retention, safety and training, fuel costs and impact on ridership fares.

The RTA does anticipate same federal funding that was received last year; some carryover items include reserves for insurance, region-wide efficiencies, the five-year capital plan, workers comp, non-union employee wages. **Ms. Arnold** presented the proposed budget calendar for consideration.

Ms. Moreno asked to evaluate revenue sources for the financial impact on jurisdictions.

Ms. Arnold replied that financial impacts on jurisdictions is not included a part of budget assumptions document. The RTA will be pursuing other sources of funding (such as grants) before requesting funding from jurisdictions. The Local Transportation Fund (LTF) allocations will be presented to the Board at the May 1st meeting, and Board members can expect a representative from KNN Finance to present funding alternatives for the bus maintenance facility at the Special Board Meeting on April 3rd.

Mr. John Peschong asked if the healthcare budget number was high enough to cover changing healthcare costs.

Ms. Arnold replied that, based on historical data, yes.

Public Comment:

Mr. Greening said the budget assumptions looks very close to what the RTAC approved. He wanted to mention that Prop 1B money is spent, and the virtue of SB1 is pay as you go, which takes responsibility for the current generation. The RTA has adopted a Short-Range Transit Plan, and proposed changes to Routes 9 & 10 are expensive. Just some things to consider for all jurisdictions.

President Strong wanted to clarify SB1 only requires every jurisdiction be zoned for affordable housing – not to build it.

Mr. Bruce Gibson motioned to approve item B-1 and **Mr. Waage** seconded. The motion passed unanimously via roll call vote.

B-2 Zero-Emission Vehicle Purchase Policy (Approve)

Mr. Straw stated that California requires all public transportation agencies to purchase 25% of their fleet as zero emission vehicles starting in 2026, and all purchases be zero emission beginning in 2029. Hydrogen fuel vehicles are complex and even more capital-intensive than BEBs, so it would not be a viable option for the RTA. Only full size buses will be required to be zero emission vehicles in 2026, but that smaller vehicles could be added at a later date. In our region, the Innovative Clean Transit (ICT) fleet rule also impacts Monterey-Salinas Transit and RTA's services in Santa Maria, so the RTA should look into collaborations with our regional partners to meet the new mandates. This policy allows agencies to group together to coordinate ICT compliance since our buses cross jurisdictional lines. Going forward, the Board is encouraged to consider a multiagency (SLOCOG, SLO Transit, etc.) agreement to share resources.

Vice President Peschong stated that he would be in favor of approval if purchasing electric buses save money in the long term.

Mr. Straw replied that electric buses are considered by some experts to be cheaper when the full life cycle cost is considered, but he believes there is not quite enough data to ensure it in our operating environment. The infrastructure will cost a lot upfront.

Mr. Lee asked if there any reporting requirements for 2021.

Mr. Straw replied that there is no new burden on the agency to collect information.

Ms. Andy Pease asked if there has been any research into the sources of electricity to charge the buses, specifically renewable energy at the site.

Mr. Straw stated there is no possible way to produce enough solar energy on our small site; AVTA bought 20 acres and put in solar panels, but solar requires the surface area of one football field to generate enough electricity for one bus. They have diesel generator as backup. The next step will be to look at overnight on-site/depot charging, or in-route recharging.

Discussion continued regarding electric buses.

Public Comment:

Mr. Kirkland stated there are 12 years left before the planet is destroyed, the state deadlines don't matter. Why don't we put solar panels on roof of bus or we won't have enough land for agriculture because of solar. He strongly recommended against using electric buses.

Mr. Greening stated that what's before Congress right now is not currently implemented and he appreciates the proactiveness of the policy. He suggested to utilize Cal Poly University for strategizing; the technology for the electric buses is developing and we can steer research that needs to happen. He recommends bus charging on-site, emphasizing that might help with allocation of funds.

Mr. Gamaliel Anguiano of SLO Transit stated there are a lot of unknowns in this realm and the rule has already passed. All transit agencies are in the same boat. Developing a joint bus group can be a win for individual jurisdictions.

Mr. Pete Rogers of SLOCOG stated that regional electrification programs do take money and could qualify as a regional benefit. He is looking to establish a good model for agency partnerships.

Mr. Straw stated that he is scheduling demonstrations with vendors' BEBs so that the Board members could experience the new technology firsthand.

Mr. Gibson motioned to approve item B-2 and **Mr. Adam Hill** seconded. The motion passed unanimously via roll call vote.

B-3 Annual Fiscal & Compliance Audit for Fiscal Year 2017-18 (Accept)

Ms. Arnold stated that auditors were on site in April and August and the results were good. The RTA will be soliciting bids for a new fiscal auditor after FY18-19.

Vice President Peschong motioned to approve item B-3 and **Ms. Moreno** seconded. The motion passed unanimously via roll call vote.

C. CONSENT AGENDA:

C-1 Executive Committee Meeting Minutes of October 10, 2018 (Information)

C-2 RTA Board Meeting Minutes of January 9, 2019 (Approve)

C-3 RTA Completed Internal Control Checklist (Accept)

C-5 Revision to Procurement Policy (Approve)

C-6 Authorize Procurement of Bus Garage Commissioning Services (Approve)

C-7 Declare Vehicles Surplus & Transfer to Local Agencies (Approve)

C-8 Authorize AB-617 Grant Application (Approve)

C-9 Authorize FTA Section 5311 Grant Application (Approve)

C-10 Authorize RFP to Lease 253 Elks Lane; Set Public Hearing to Open Bids (Approve)

C-11 Appoint Peter Rodgers as Designated Retirement Program Representative (Approve)

Mr. Waage motioned to approve item C1-C11 except the pulled item C-4 and **Mr. Gibson** seconded. The motion passed unanimously via roll call vote.

D. BOARD MEMBER COMMENTS: None

President Fred Strong adjourned the meeting at 9:57 AM.

Special RTA Board meeting on April 3, 2019 (following SLOCOG meeting) in Atascadero

Next regularly-scheduled RTA Board meeting on May 1, 2019

Respectfully Submitted, Chelsea Sperakos Administrative Assistant

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MAY 1, 2019
STAFF REPORT**

AGENDA ITEM: C-3

TOPIC: License Agreement for 253 Elks Lane

ACTION: Approve Resolution

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Execution of Short-Term License Agreement with City of San Luis Obispo

BACKGROUND/DISCUSSION:

The San Luis Obispo Regional Transit Authority purchased land in 2014 at 253 Elks Lane for its planned construction of a new Bus Maintenance Facility. While the project is currently in design/engineering, the fenced portion of the property is currently unused. The RTA sought bids from prospective licensees in March 2019, but we received no bids. Subsequently, the City of San Luis Obispo approached staff for a no-cost short-term license to park its fleet of SLO Transit buses while solar canopies are installed at the City Corp Yard. Staff supports a no-cost license arrangement as a demonstration of good will for a partner public transit operator. The attached License Agreement provides protections for both agencies and has been reviewed by both agency's counsel.

Staff Recommendation

Authorize the RTA Board President and RTA Counsel to execute the attached short-term license agreement.

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SHORT-TERM LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into between the San Luis Obispo Regional Transit Authority, a joint powers agency in the State of California (RTA), and the City of San Luis Obispo ("Licensee") with respect to the Premises hereinafter described.

WHEREAS, the RTA owns real property located at 253 Elks Lane in the City of San Luis Obispo, described as APN 053-041-071; and

WHEREAS, in accordance with California Government Code section 25526.6, the RTA may license or permit for use any real property of the RTA to a licensee in the manner and upon the terms and conditions as the board determines, upon a finding that the conveyance is in the public interest and that the land conveyed will not substantially conflict or interfere with the use of the property by the RTA; and

WHEREAS, it is in the best interest of the public for the RTA and Licensee to enter into a License Agreement to provide an equipment storage yard.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the RTA and Licensee (the Parties) agree as follows:

1. **Incorporation of Recitals**: The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this License Agreement as if set forth in full.
2. **Grant and Description of Premises**: the RTA, for and in consideration of the promises contained herein, grants to Licensee the nonexclusive right and privilege to use the fenced portion of the Premises for the purpose of vehicle and equipment storage.
3. **Condition of Premises**: The use of the Premises by Licensee shall, in itself, constitute acknowledgment that the Premises is in good and tenantable condition. Licensee agrees to accept the Premises in its existing condition, "as is," with no repairs, warranties or reports provided by the RTA. The RTA shall not be obligated to make any alterations, additions or betterment thereto.
4. **Term**: The Term of this License Agreement commences upon full execution of the License Agreement, with the RTA being the last party to sign (the Commencement Date) and shall expire on April 1, 2020 (Initial Term), with an option to extend as described in Paragraph 5 below.
5. **Mutual Option to Extend**: Within three (3) months prior to the expiration date of the Initial Term of the License Agreement, and with the mutual written consent of the RTA Executive Director, or Director's designee (Director) and Licensee, Licensee may notify the RTA, in writing, of its desire to extend the term of the License Agreement on a month-to-month basis not to exceed three (3) months (Extended Term). The right of the

RTA to negotiate with Licensee any extension of this License Agreement pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:

a. The License Agreement shall be in effect and Licensee shall not be in default at the time written notice is given and on the last day of the expiring Initial Term of the License Agreement;

b. Licensee shall not have incurred or received more than one written notice of default under the License Agreement during the then current License Agreement Term;

c. All parties must accept the terms and conditions of the Extended Term in writing prior to any effective extension. If the term of this License Agreement is not extended as provided in this Paragraph, this License Agreement and Licensee's right of possession shall terminate at the end of the Initial Term.

6. License Fee: Consideration for issuance of this License Agreement shall be Licensee's operation, maintenance and repair of the Premises to the RTA's standards or better in lieu of the RTA's obligation to do the same and a monthly license fee of \$0 (zero dollars) This no-cost license is offered to the Licensee to address the City of San Luis Obispo Transit Department's need for a temporary bus parking lot. The RTA has the right to enter and inspect the premises and direct Licensee to do specific operations and maintenance of the premises by a specified date.

7. Surrender: Except for modifications to be retained for the benefit of the RTA, at the RTA's discretion, as determined at the time of termination of this License Agreement, Licensee shall surrender the use of the Premises unto the RTA on the last day of the Initial Term, or any Extended Term, or sooner termination of this License Agreement in the same condition as when received at the sole cost and expense of Licensee, reasonable use and wear excepted.

8. Use of Premises and Obligation to Maintain Premises:

a. Licensee's use of the Premises shall at all times be in compliance with all laws including, but not limited to, federal and state Constitutions, federal and state statutes, implementing regulations, local ordinances and agency rulings whether or not these laws are enacted or promulgated as urgency measures under police powers or for health and safety reasons whether currently existing, amended or new enactments. Licensee expressly agrees at all times during the term of this License Agreement including any extensions or renewals, at its own cost and expense, to maintain and operate the entire fenced area and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of weeds, trash, garbage or obstruction of any kind, and in compliance with any and all

present and future laws, rules or regulations of any governmental authority, now or at any time during the term of this License Agreement in force, relating to sanitation or public health, safety or welfare.

b. Licensee shall be solely responsible for providing all services, equipment, supplies, and personnel for the construction, administration, staffing, operation, maintenance and repair of the Premises. Licensee shall comply with all labor laws and tax laws.

Any and all improvements, alterations, or additions, whether major or minor to be undertaken, shall be administered as directed in Paragraph 11 below.

9. Utility Improvements: Utility services may be installed by Licensee and all utility services will be separately metered. Said separate meters and utility services will be installed by Licensee at Licensee's sole cost and expense.

Licensee will contact Underground Service Alert (USA), a State agency, to facilitate the marking of the Premises where underground utility lines reside (electrical, gas, water, fiber-optic cables, etc.). Licensee will avoid underground utilities, as indicated by USA markings, when performing any improvements at the Premises.

Licensee agrees to work with the RTA to coordinate the installation of such utilities on the Premises as to minimize any destruction and/or disruption to the adjacent lessee (U-Haul dealership).

10. Ownership of Improvements: Title to improvements on the Premises at the License Agreement Commencement Date is retained by the RTA. This License Agreement is subject to any rights of ownership in the improvements. The ownership of any and all additional alterations, additions and approved improvements constructed by Licensee, if any, shall remain in Licensee until expiration, or sooner termination, of the Initial Term, including any Extended Term, of this License Agreement.

Upon termination of this License Agreement, all alterations, additions and improvements made in, to or on the Premises shall, without compensation to Licensee, become RTA property free and clear of all claims to or against them by Licensee or any third person, and Licensee shall defend and indemnify the RTA against all liability and loss arising from such claims or from the RTA's exercise of the rights conferred by this paragraph. Any and all additional improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon the RTA's request, Licensee shall remove those additions, alterations, signs or improvements as may be specified by the RTA, and repair and restore the Premises to a condition satisfactory to the RTA at Licensee's sole cost and expense prior to expiration of the License Agreement term. Should Licensee fail to remove

or dispose of the property as herein provided, the RTA may, at its election, consider such property abandoned or may dispose of same at Licensee's expense, and Licensee shall reimburse the RTA for said expense on demand. Also, at the expiration or earlier termination of this License Agreement, Licensee shall quit and surrender the Premises including real property improvements in a good state of repair, damage by matters over which Licensee has no control excepted, provided that such exculpatory provisions shall not extend to any risk which Licensee is required to insure against as provided herein.

11. Capital Improvements: Any and all improvements, alterations, or additions, including the improvements specified in Paragraph 8 and 9 above, whether major or minor, to be undertaken hereunder shall be administered as follows:

a. Licensee agrees to submit to the Director for review and approval, all plans including specifications, working drawings, and other information required by the Director, covering the improvement or proposed project. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of submittal to the City of San Luis Obispo and/or any other regulatory agency having jurisdiction over the Project. Additionally, if any of the improvements require a licensed contractor, Licensee shall submit verification of the appropriate California licensure, registration with the Department of Industrial Relations, and verification of sufficient insurance and bonding of the licensed contractor. If the Director, objects to all or any portion of the proposed plans, the Director shall state the objections specifically, and Licensee shall make the changes specified and resubmit the plans as revised for the Director's approval as herein provided.

Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by Licensee to be a waiver by the Director of Licensee's need to acquire building and construction permits including, but not limited to, required permits from the City of San Luis Obispo, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes. The approval of any plans by the Director shall constitute an action of the RTA in its proprietary capacity only and shall in no way excuse Licensee from complying with any laws, rules, regulations, and ordinances regarding the development and use of the Premises. Further, no approval by the Director shall limit the exercise of discretion in the review process by any City or County officer, board, or commission, or the RTA Board of Directors.

b. Upon issuance of a building permit from the City of San Luis Obispo, Licensee shall deliver to the RTA the Final Construction Drawings approved by the City.

c. Upon completion of construction of the any improvements and issuance of a Notice of Completion by the City of San Luis Obispo, Licensee shall deliver to the RTA the Final Plans approved by the City.

d. Director shall have the right to perform a final inspection of the Premises and if it is determined that the Premises is in compliance with the aforementioned terms and conditions, the Director shall issue a written statement of compliance acknowledging completion of the Project consistent with the terms of this License Agreement. Nothing herein shall be construed to be a waiver by the Director of Licensee's need to obtain final inspections and approvals from other required entities. Licensee shall protect the Premises from any lien or charges whatsoever, by reason of said capital improvements. Any improvements shall comply with current prevailing wage laws, as applicable. Licensee shall be solely liable for said compliance and shall defend and indemnify the RTA against any claim to the contrary.

e. Licensee shall be required to follow all applicable federal guidelines on performance security to ensure the improvements are constructed pursuant to any approved design. In the event legal action is required to enforce performance, Licensee will pay to the RTA its reasonable attorney's fees and costs as determined by a court of law.

12. Signs: Licensee, at its sole cost and expense, subject to prior written approval by Director may place signs on the Premises. Signs shall conform to any and all sign ordinances of the City of San Luis Obispo.

13. Licensee's Personal Property: Title to all personal property, moveable furniture, and movable equipment provided by Licensee will remain in Licensee's ownership. Furniture and equipment affixed to the real property in any way will be considered a capital improvement and will be subject to the terms of Paragraph 9 above. Upon the removal of personal property by Licensee, whether such removal is upon termination of this License Agreement or at any time prior thereto, Licensee will repair all damage to the Premises caused by the addition or removal of such property. The RTA will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of Licensee. If Licensee elects to attach personal property to the Premises that Licensee does not wish to be considered a capital improvement, a written request to exclude this personal property from capital improvements will be submitted to Director for written approval prior to installation of the personal property.

14. Equipment and Fixtures: The RTA shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the equipment, fixtures, furnishings, inventory, or other personal property of Licensee.

15. **Title:** Licensee hereby acknowledges that fee title to the Premises is vested in the RTA and hereby covenants and agrees never to challenge, contest or resist said title. Licensee may not acquire any right to the Premises by adverse possession or otherwise. The parties agree that the RTA is not transferring a leasehold interest in the Premises to Licensee by virtue of this License Agreement.

16. **RTA's Personal Property:** RTA shall retain title to all RTA's personal property at the Premises and Licensee will maintain said personal property during the term of this License Agreement. Any improvements hereafter added by the RTA, at the RTA's expense, will remain the personal property of the RTA.

17. **Utility Expenses:** Licensee shall pay, during the term of this License Agreement and any extensions or renewals thereof, all charges for utility services used on the Premises, including but not be limited to, water, sewer, trash, electric, gas, internet and telephone.

18. **Utility Conservation:** Licensee will not waste electricity or water and agrees to cooperate fully with the RTA to assure the most effective and economical use of utility services provided to the Premises.

19. **Janitorial:** Licensee shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Premises including rubbish and trash removal, and weed abatement at the Premises including along the frontages of Prado Road and Elks Lane.

20. **Maintenance and Repairs:** Licensee will be responsible for all costs of operations, maintenance and repairs to the Premises and any and all improvements, alterations and additions, including, but not limited to, landscaping, fencing, lighting (exterior and interior), electrical, gas, plumbing, heating and air conditioning, roofing, paint, windows, doors, landscaping, and asphalt. If within fifteen (15) days of written notification by the RTA, Licensee fails or neglects to commence maintenance and/or repair obligations as requested by the RTA, the RTA may, at its option, perform such necessary maintenance and/or repairs and bill Licensee for actual cost of said maintenance. Licensee shall promptly reimburse the RTA upon the RTA's written request.

In the event of an emergency, the RTA may take action on the Premises as may be required for the protection of persons or property, and Licensee will reimburse the RTA for the RTA's reasonable expenses related to the emergency action. Licensee shall, at all times and at Licensee's expense, do all things reasonably necessary to protect the Premises used by Licensee. Licensee shall not grant, with respect to the Premises, easements, rights-of-way, licenses or permits.

21. Safety: Licensee will immediately correct any unsafe condition of the Premises as well as any unsafe practices occurring thereon. Licensee will obtain emergency medical care for any member of the public who is in need thereof because of illness or injury. Licensee will operate the Premises in a manner to protect the health, safety, and welfare of the general public. Licensee agrees to take all reasonable precautions to protect the Premises from damage, theft, vandalism and other such hazards.

22. Employees of Licensee: All employees, agents, assignees and sub-lessees of Licensee will be appropriately licensed when required by law. All such employees, agents, assignees and sub-lessees will be employees, agents, or assignees of Licensee only and will not in any instance be, or be construed to be, employees, agents, or assignees of the RTA.

23. Smoke Free Workplace: Licensee shall comply with and observe any and all applicable statutes, ordinances, rules and regulations, including, those of the federal, state, municipal, County or other public authority regulating smoking on the Premises, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the RTA to conduct RTA business. Notwithstanding any smoking prohibition set forth by County ordinance, Licensee may request written approval of a designated smoking area by the County Public Health Officer, if permitted by law or statute.

24. Drug Free Workplace: Licensee and its employees will comply with all laws related to a drug free workplace. Neither Licensee nor its employees will unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, or amphetamines at any of Licensee's facilities or RTA's facilities or work sites.

25. Illegal Harassment Warranty: Licensee has a duty and obligation to fully train its employees regarding behavior prohibited by law that constitutes any illegal harassment, including but not limited to, discriminatory harassment, sexual harassment and gender harassment.

26. Licensee's Responsibility for Compliance: Licensee shall at all times observe and comply with, and shall cause all his agents, employees and sublessors to observe and comply with all present and future laws, statutes, ordinances, regulations, rules, resolutions, or other binding enactments of any governmental authority, now or at any time during the term of this License Agreement and any extensions thereof. If any future policies and procedures are passed by the RTA Board of Directors and said policy enactment has any impact fiscal or otherwise on Licensee, and if Licensee does not make a timely objection to the RTA during course of policy process, Licensee will be deemed to have

waived any right to object at a later time and waives all damages flowing therefrom. Licensee shall and does hereby assume responsibility for payment of any and all licenses applicable to Licensee's operation on the Premises.

27. Non-Discrimination: Licensee shall not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the Premises.

28. Americans With Disabilities Act: Licensee shall be responsible for new construction and any alterations to the Premises which are necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws.

29. Public Records: Any and all written information submitted to and/or obtained by the RTA from Licensee or any other person or entity having to do with or related to this License Agreement and/or the Premises, either pursuant to this License Agreement or otherwise, at the option of the RTA, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250 et seq.), as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Licensee hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under Licensee, any right or claim that any such information is not public record or that the same is trade secret or confidential information and hereby agrees to indemnify and hold harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by Licensee or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

30. Business Hours: It is understood and agreed that the hours of Licensee's business operations shall be defined in Licensee's permit with the City. If required by the City or another governmental/regulatory agency, Licensee shall propose idle reduction strategies, air pollution control strategies, and noise-reduction techniques in its permit that will go into effect at the time the permit is executed in order to reduce noise and/or pollution impacts.

31. Indemnification: To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the RTA and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Licensee's performance or attempted performance of any obligation or duty

provided for or relating to this License Agreement and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the RTA. It is the intent of the parties to provide the RTA the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this License Agreement and the remaining language shall be given full force and effect.

32. Insurance: Licensee shall obtain and maintain for the entire term of the License Agreement and Licensee shall not perform any work under this License Agreement until after Licensee has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Licensee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

a. Commercial Liability Insurance: Licensee shall maintain in full force and effect for the period covered by this License Agreement, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Licensee's operations in the performance of this License Agreement, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

- i. If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- ii. The policy must cover personal injury as well as bodily injury.
- iii. Blanket Contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

b. Workers' Compensation Insurance: In accordance with the provisions of sections 3700 et seq. of the California Labor Code, if Licensee has any employees, Licensee is required to be insured against liability for workers' compensation or to undertake self-insurance. Licensee agrees to comply with such provisions before

commencing the performance of this License Agreement.

c. **Primary Coverage.** For any claims related to this License Agreement, Licensee's insurance coverage shall be primary insurance as respect to the RTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the RTA, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

d. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the RTA.

e. **Waiver of Subrogation.** Licensee hereby grants to the RTA a waiver of any right to subrogation which any insurer of said Licensee may acquire against the RTA by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the RTA has received a waiver of subrogation endorsement from the insurer.

f. **Additional Insureds to Be Covered:** The commercial general liability policies shall name "San Luis Obispo Regional Transit Authority, its officers and employees" as additional insureds. The policy shall provide that the Licensee's insurance will operate as primary insurance and that no other insurance maintained by the RTA, or additional insureds will be called upon to contribute to a loss hereunder.

g. **Certification of Coverage:** Within fifteen (15) calendar days of the first day of the commencement date of this License Agreement, Licensee shall furnish the RTA with the following for each insurance policy required to be maintained by this License Agreement, and annually thereafter:

i. A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the RTA.

ii. A Workers' Compensation certificate of insurance must be provided.

iii. Upon written request by the RTA, the Licensee shall provide a copy of the complete insurance policy.

iv. Approval of Insurance by the RTA shall not relieve or decrease the extent to which the Licensee may be held responsible for payment of damages resulting from Licensee's services or operations pursuant to this License Agreement. Further, the RTA's act of acceptance of an insurance policy does not waive or relieve Licensee's

obligations to provide the insurance coverage required by the specific written provisions of this License Agreement.

33. Effect of Failure or Refusal: If Licensee fails or refuses to procure or maintain the insurance required by this License Agreement, or fails or refuses to furnish the RTA with the certifications required by subparagraph G above, the RTA shall have the right, at its option, to forthwith terminate the License Agreement for cause.

34. Taxes: As a qualified joint powers agency, the County Assessor's Office has determined that SLORTA shall not be liable for possessory interest taxes or personal property taxes.

35. Notices: Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail as follows:

To the Licensee at: Gamaliel Anguiano
City of San Luis Obispo
900 Palm Street
San Luis Obispo, CA 93401

To the RTA at: San Luis Obispo Regional Transit Authority
Attn: Executive Director
179 Cross Street
San Luis Obispo, CA 93401

The address to which the notices may be mailed as aforesaid by either party may be changed by written notice given by such party to the other as herein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

36. Termination and Breach: If any of the following occur, the Director shall have the right to terminate this License Agreement effective immediately for cause upon giving written notice to Licensee:

a. Licensee fails to perform its duties to the satisfaction of the Director including the accumulation of multiple less-significant instances of failure to perform in accordance with this License Agreement; or

b. Licensee fails to fulfill in a timely and professional manner its legal and contractual obligations under this License Agreement.

At the discretion of the Director, Licensee may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate possession of the Premises. The exercise of the remedies provided for in

this section shall be cumulative and in no way affect or replace other remedies available to the RTA.

37. Waiver of Claim: Licensee hereby unconditionally waives any claim against the RTA, its officers, agents or employees for damage or loss caused by any suit during the term of this License Agreement or in the future. Any action, proceeding or claim, directly or indirectly, attacking the validity of this License Agreement, or any part thereof, shall be the sole responsibility and liability of Licensee.

38. Limitation of Actions: Licensee shall have no other legal or equitable rights, entitlements or interests other than those expressly stated in this License Agreement. This will apply regardless of any information exchanged or representations made by RTA staff or others during negotiations, prior to execution, or after execution. No representation by RTA staff shall be binding unless said provision is in writing and signed by the RTA Board of Directors prior to the effective date.

39. Lost Revenue: If the Premises are closed for any reason including, but not limited to, war, armed conflict, public emergency, public nuisance, calamity, fire, earthquake, flood, act of God, strike, or similar act which shall prevent performance of this License Agreement in accordance with the rights and privileges granted herein, RTA shall not be liable to Licensee for any lost revenues. If Licensee's business is interrupted, the RTA shall not be liable to Licensee for any lost revenues or claims against Licensee from third parties including, but not limited, to Licensee's employees.

40. Eminent Domain: If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or quasi-public use or purpose, then the license given shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor. All compensation and damages awarded for such total taking shall belong to and be the sole property of the RTA. In the event that there shall be partial taking of the Premises during the term of this License Agreement under the power of eminent domain, this License Agreement shall terminate as to that the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this License Agreement shall at the RTA's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of the RTA. .

41. Destruction of Premises: Should any matter or condition beyond the control of the parties hereto, such as war, public emergency, or calamity, fire, earthquake, flood, act of God, strike, or any other labor disturbance prevent performance of this License Agreement in accordance with the rights and privileges granted herein, this License

Agreement shall immediately be terminated and the RTA shall be under no obligation to Licensee by reason of said matter or condition.

Should any aforementioned matter or condition create eligibility for Federal, State or any other governmental jurisdictional relief assistance and/or aid, both parties agree to take all reasonable steps necessary to procure such assistance and/or aid, in their respective capacities at the time of such application.

42. Hazardous Waste: Licensee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (Hazardous Materials Laws) relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, fuels, gasoline, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "Hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively Hazardous Materials). Licensee shall, except in the event of the RTA's sole negligence, indemnify, defend, protect and hold the RTA, each of the RTA's officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (a) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Licensee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, or about or from the Premises, or (b) Licensee's failure to comply with any Hazardous Materials law. Licensee's or the RTA's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up, or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Licensee and the RTA and shall survive the expiration or earlier termination of the term of this License Agreement. For purposes of the release and indemnity provisions hereof, any acts or omissions of the RTA, or by employees, agents, assignees, lessors, or sublessors of the RTA or others acting for or on behalf of the RTA (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to the RTA.

43. Storm Water Control Plan and Storm Water Management: Licensee shall adhere to the requirements of the State Water Resources Control Board (State Board)

that governs stormwater and non-stormwater discharges pertaining to the Premises. Activities performed on the Premises shall conform to all current and future requirements established by the State Board. Further, Licensee shall be responsible for developing a new Stormwater Pollution Prevention Plan (SWPPP) including a Spill Response Plan that is acceptable to the RTA and the City of San Luis Obispo, for Licensee's use of the Premises. In order to verify compliance with the measures in the SWPPP, the Licensee shall allow the RTA to inspect the Premises up to twice annually and will cooperate with the RTA to correct any violations to the SWPPP and fulfilling the reporting requirements to the State Board. Failure to correct any violation and/or cooperate with the RTA in fulfilling these requirements will be deemed a failure of performance as defined in section 37 of this agreement.

44. Severability: The invalidity of any provision of this License Agreement shall not affect the validity, enforceability of any other provisions of this License Agreement.

45. Law: This License Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this License Agreement shall be determined and governed by the laws of the State of California.

46. Venue: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this License Agreement.

47. Authority to Execute this License Agreement Any individual executing this License Agreement on behalf of Licensee represents and warrants that he/she is duly authorized to execute and deliver this License Agreement on behalf of the Licensee, and that this License Agreement is binding upon Licensee in accordance with its terms.

48. Waiver of License Agreement Terms: No waiver by either party at any time of any of the terms, conditions or covenants of this License Agreement shall be deemed as a waiver at any time thereafter of that same or of any other terms, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the RTA to re-enter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent than or thereafter accrued shall impair any such right, power or privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to Licensee shall be required to restore or revive after the waiver by the RTA of any default. No option, right, power, remedy or privilege of the RTA shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to the RTA by this License Agreement shall be deemed cumulative.

49. **Assignment of License Agreement:** Licensee will not assign, transfer, or delegate this License Agreement or any interest therein. Any attempt by Licensee to transfer this License Agreement will terminate it.

50. **Entire Agreement and Modifications:** This License Agreement and the attached Exhibits herein made a part of this License Agreement by reference, embodies the whole License Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this License Agreement must be in writing and executed by both Licensee and the RTA.

//////////NOTHING FURTHER EXCEPT SIGNATURES PAST THIS POINT////////
//////////

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement
this _____ day of _____, 2019.

**SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY**

LICENSEE

By:

President of the RTA Board of Directors

Legal Name of Organization:

City of San Luis Obispo

APPROVED BY THE BOARD OF
SUPERVISORS

This _____ day of _____, 2019

ATTEST:

Clerk of the RTA Board of Directors

By:

Authorized Representative

Date:

APPROVED AS TO FORM AND LEGAL
EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Date: _____

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MAY 1, 2019
STAFF REPORT**

AGENDA ITEM: C-4

TOPIC: 2019 Summer Youth Ride Free Program

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve Summer Youth Ride Free Program for 2019

BACKGROUND/DISCUSSION:

Direction is needed from the Board on whether or not to continue the RTA's participation in the countywide Summer Youth Ride Free (YRF) program for the eighth consecutive year. *Regional Rideshare*, the agency that promotes this program, has asked that the RTA honor the YRF program from June 8, 2019 through August 15, 2019.

Since summer 2014, the YRF program has been honored from middle-of-June through middle-of-August period in order to avoid an overlap with the academic year. In addition, the group size is limited so that a bus will not become overloaded and dissuade fare-paying passengers from riding; if the YRF group is greater than the agency-identified fare-free maximum, the remaining group members are required to pay. Staff has worked closely with the YMCA and other youth camp officials to train their on-bus chaperones to minimize service disruptions and to handle any fare responsibilities. This helped address the overcrowding issues that occurred in 2012 and 2013.

Historical ridership information for all fixed route providers in the county is provided in the table below. It is difficult to track the longer-term impact of participating in the YRF program, since it is not possible to determine the number of students boarding throughout the year in the absence of periodic surveys.

Benefits of extending the summer free ride program to K-12 youth have proven to be the following:

1. Easy to communicate.
2. Gets youth to try using transit and it instills an ethic of using transit in the future.
3. Increases access for kids to travel independently (and reduce parent taxiing).

YOUTH RIDE FREE RIDERSHIP								
	2011	2012	2013	2014	2015	2016	2017	2018
Morro Bay Transit	-	819	1,147	842	916	996	673	518
Paso Express	346	-	10,517	6,725	4,983	Included w/ RTA	Included w/ RTA	Included w/ RTA
RTA	6,974	30,820	39,058	25,835	27,467	24,374	20,779	20,017
SLO Transit	4,704	14,021	14,898	13,668	14,991	10,448	11,260	11,192
South County Transit	6,127	19,657	20,051	10,285	10,814	8,726	9,427	6,791
Total Ridership	18,151	64,498	87,684	59,369	60,267	43,548	42,139	38,518

Disadvantages include:

1. Small loss of cash fare revenue for non-group riders.
2. Increased passenger loads on some bus trips can degrade the riding experience for non-youth riders.
3. There remains the possibility that two or more unrelated groups attempt to board the bus on the same run, which would result in an overcrowding situation. However, the number of instances where that was a problem has greatly abated due to better coordination with youth activity agencies, and we expect the same cooperation this summer.

RTA will continue to require YMCA and other youth groups to pay when more than fifteen youth traveling together (plus two adult chaperones). For ease of boarding, and for budget and cash control issues, organizers for groups such as YMCA camps can continue to pre-purchase passes.

Staff will continue to track the response to the program by measuring:

1. Ridership is already tracked using a specific farebox key.
2. Customer feedback from youth and families taking advantage of the program (face-to-face interviews, Facebook and social media programs, texts, etc.).

Staff Recommendation

Continue to participate in this program for an eighth consecutive summer season, providing a similar reduced travel period that was provided last summer and a group policy requiring payment for more than ten youth traveling together.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: C-5

TOPIC: USDOT BUILD Funds

PRESENTED BY: Omar McPherson, Grants and Financial Manager

STAFF RECOMMENDATION: Adopt Resolution Authorizing Executive Director to Submit Application for BUILD Funds

BACKGROUND/DISCUSSION:

On April 16, 2019, the U.S. Department of Transportation (DOT) published a Notice of Funding Opportunity to apply for \$900 million in discretionary grant funding through the *Better Utilizing Investments to Leverage Development* (BUILD) Transportation Discretionary Grants program. This reflects a reduction of \$600 million in comparison to last year's NOFO.

BUILD grants are intended for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation. Projects for BUILD will be evaluated based on merit criteria that include safety, economic competitiveness, quality of life, environmental protection, state of good repair, innovation, partnership, and additional non-Federal revenue for future transportation infrastructure investments. Grant proposals are due on or before July 15, 2019.

The RTA Board has identified its planned new Bus Maintenance Facility as its highest-priority capital facility project. Based on 30% design/engineering estimates, the construction costs will be on the order of \$25 million. The RTA has secured \$9 million, so staff is seeking the Board's support to submit a grant proposal for the remaining \$16 million in construction costs. The grant application must include a resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by the DOT.

Staff Recommendation

Approve the attached resolution authorizing the Executive Director to submit a BUILD grant application for \$16 million for the RTA Bus Maintenance Facility.

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 19-_____**

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL
TRANSPORTATION ASSISTANCE AUTHORIZED BY BETTER UTILIZING
INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) TRANSPORTATION
DISCRETIONARY GRANTS PROGRAM**

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority by the United States Department of Transportation to award Federal financial assistance for transit projects; and

WHEREAS, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the San Luis Obispo Regional Transit Authority (RTA), and may require RTA to provide the local share of the project cost; and

WHEREAS, RTA has or will provide all annual certifications and assurances to the FTA required for the projects included in a grant application; and

WHEREAS, RTA as the Grantee will file and execute applications for BUILD discretionary funds required for a new Bus Maintenance Facility as its highest-priority capital facility project to the maximum extent allow to fund this facility.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of the San Luis Obispo Regional Transit Authority:

1. Authorize the Executive Director or designee to execute and file applications for Federal assistance on behalf of RTA with the FTA for Federal Assistance authorized by 49.U.S.C. Chapter 53, Title 23, United States Code, or other Federal statues authorizing a project administered by the FTA and has received concurrence from the San Luis Obispo Council of Government, San Luis Obispo, California, the MPO, to apply for Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program Assistance authorized by 49 U.S.C.
2. Authorize the Executive Director or designee to execute and file with its application the annual Certifications and Assurances required by the FTA before awarding a Federal assistance grant or cooperative agreement.
3. Authorize the Executive Director or designee to execute and file such applications, assurances or any other documents required by FTA for the purpose of complying with Title VI of the Civil Rights Act of 1964.

4. Authorize the Executive Director or designee to furnish such additional information as the FTA may require in connection with the program of projects identified in applications. A funding gap of \$18 million remains for construction of the planned new Bus Maintenance Facility.
5. The President of the RTA Board of Directors is authorized to execute grant and cooperative agreements with the FTA on behalf of RTA.

Upon motion of Director _____, seconded by Director _____, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 1st day of May 2019.

Fred Strong
President of the RTA Board of Directors

ATTEST:

Geoff Straw
RTA Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita Neal
County Counsel

By: _____
Nina Negranti
RTA Counsel

Dated: _____
(Original signature in BLUE ink)

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: C-6

TOPIC: FTA Section 5339(b) Grant Application

PRESENTED BY: Omar McPherson, Grants and Financial Manager

STAFF RECOMMENDATION: Adopt Resolution Authorizing Executive Director to Submit Application for FTA 5339(b) Bus & Bus Facilities Funds

BACKGROUND/DISCUSSION:

It is anticipated that the Federal Transit Administration (FTA) will soon publish a Notice of Funding Opportunity for the FTA Section 5339(b) Bus & Bus Facilities Infrastructure Investment Program. This program makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.

The RTA was successful in attaining \$6.3 million in the previous round of FTA Section 5339(b) funding, and staff is excited to submit another grant proposal for the next round. However, grant proposals will likely be due prior to the RTA Board's next scheduled meeting on July 10, 2019. As such, staff is seeking pre-authorization to apply for a second round of FTA Section 5339(b) funds to help bridge the funding gap for the planned new Bus Maintenance Facility project.

The RTA Board has identified its planned new Bus Maintenance Facility (BMF) as its highest-priority capital facility project. The 30% cost estimate for construction of the new facility indicates the need for \$25 million. The RTA has secured a total of \$9 million so far. Staff is seeking the Board's support to submit a grant proposal for the remaining \$16 million construction cost. The grant application must include a resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by the DOT.

Staff Recommendation

Approve the attached resolution authorizing the Executive Director to submit a discretionary FTA 5339(b) grant application for \$16 million for the RTA Bus Maintenance Facility.

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 19-_____**

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL
TRANSPORTATION ASSISTANCE AUTHORIZED BY FTA SECTION 5339(b) BUS &
BUS FACILITIES INFRASTRUCTURE INVESTMENT PROGRAM**

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority by the United States Department of Transportation to award Federal financial assistance for transit projects; and

WHEREAS, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the San Luis Obispo Regional Transit Authority (RTA), and may require RTA to provide the local share of the project cost; and

WHEREAS, RTA has or will provide all annual certifications and assurances to the FTA required for the projects included in a grant application; and

WHEREAS, RTA as the Grantee will file and execute applications for FTA Section 5339(b) discretionary funds required for a new Bus Maintenance Facility as its highest - priority capital facility project to the maximum extent allowed to fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of the San Luis Obispo Regional Transit Authority:

1. Authorize the Executive Director or designee to execute and file applications for Federal assistance on behalf of RTA with the FTA for Federal Assistance authorized by 49.U.S.C. Chapter 53, Title 23, United States Code, or other Federal statues authorizing a project administered by the FTA and has received concurrence from the San Luis Obispo Council of Government, San Luis Obispo, California, the MPO, to apply for FTA Section 5339(b) Discretionary Fund Program Assistance authorized by 49 U.S.C.
2. Authorize the Executive Director or designee to execute and file with its application the annual Certifications and Assurances required by the FTA before awarding a Federal assistance grant or cooperative agreement.
3. Authorize the Executive Director or designee to execute and file such applications, assurances or any other documents required by FTA for the purpose of complying with Title VI of the Civil Rights Act of 1964.
4. Authorize the Executive Director or designee to furnish such additional information as the FTA may require in connection with the program of projects identified in applications.

5. The President of the RTA Board of Directors is authorized to execute grant and cooperative agreements with the FTA on behalf of RTA.

Upon motion of Director _____, seconded by Director _____, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 1st day of May 2019.

Fred Strong
President of the RTA Board of Directors

ATTEST:

Geoff Straw
RTA Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita Neal
County Counsel

By: _____
Nina Negranti
RTA Counsel

Dated: _____
(Original signature in BLUE ink)

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: C-7

TOPIC: FTA Section 5339(c) Grant Application

PRESENTED BY: Omar McPherson, Grants and Financial Manager

STAFF RECOMMENDATION: Adopt Resolution Authorizing Executive Director to Submit Application for FTA 5339(c) Low or No Emission Grant Funds

BACKGROUND/DISCUSSION:

On March 18, 2019, the Federal Transit Administration (FTA) published a Notice of Funding Opportunity to apply for \$85 million in discretionary grant funding through the FTA Section 5339(c) Low or No Emission Grant Program. This program makes federal resources available to states and direct recipients for: (1) Purchasing or leasing low or no emission buses; (2) acquiring low or no emission buses with a leased power source; (3) constructing or leasing facilities and related equipment for low or no emission buses; (4) constructing new public transportation facilities to accommodate low or no emission buses; (5) or rehabilitating or improving existing public transportation facilities to accommodate low or no emission buses.

The RTA Board has identified its planned new Bus Maintenance Facility (BMF) as its highest-priority capital facility project. In addition, the Board adopted a zero emission purchasing policy to guide the implementation of new technologies to meet California's Innovative Clean Transit (ICT) fleet rule requirements. Based on the April 16, 2019 Programming and Master Plan Report for the BMF, the 2021 cost estimate for Phase 2 electrification of the BMF is \$1,482,204. That cost is estimated to increase to \$3,425,492 in 10 years when the RTA is required by the ICT to only purchase zero-emission buses, so completing the electrification during initial construction is preferred. In addition, the South County Transit program can most easily implement battery-electric buses (BEBs) due to its relatively flat terrain, mild weather, and low average daily travel miles per vehicle. Staff would include the purchase of two BEBs in the grant application to replace aging 2010 diesel-powered buses and related charging equipment at the Arroyo Grande parking yard.

Based on an assumed per bus cost (including charging equipment) of \$850,000 and the \$1,482,204 BMF improvements, this equates to a total request of approximately \$3.2 million. The grant application must include a resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by the DOT.

Staff Recommendation

Approve the attached resolution authorizing the Executive Director to submit a discretionary FTA 5339(c) grant application for the incremental cost of implementing the Phase 2 bus recharging infrastructure necessary to maintain and recharge battery-electric buses at its new Bus Maintenance Facility, and to purchase two battery-electric buses.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 19-_____**

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL
TRANSPORTATION ASSISTANCE AUTHORIZED BY FTA SECTION 5339(c) LOW
AND NO EMISSION GRANT PROGRAM**

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority by the United States Department of Transportation to award Federal financial assistance for transit projects; and

WHEREAS, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the San Luis Obispo Regional Transit Authority (RTA), and may require RTA to provide the local share of the project cost; and

WHEREAS, RTA has or will provide all annual certifications and assurances to the FTA required for the projects included in a grant application; and

WHEREAS, RTA as the Grantee will file and execute applications for FTA Section 5339(c) discretionary funds, to the maximum extent allowed to fund, required for Phase 2 bus electrification infrastructure as part of a new Bus Maintenance Facility, which has been identified as its highest -priority capital facility project.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of the San Luis Obispo Regional Transit Authority:

1. Authorize the Executive Director or designee to execute and file applications for Federal assistance on behalf of RTA with the FTA for Federal Assistance authorized by 49.U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the FTA and has received concurrence from the San Luis Obispo Council of Government, San Luis Obispo, California, the MPO, to apply for FTA Section 5339(c) Discretionary Fund Program Assistance authorized by 49 U.S.C.
2. Authorize the Executive Director or designee to execute and file with its application the annual Certifications and Assurances required by the FTA before awarding a Federal assistance grant or cooperative agreement.
3. Authorize the Executive Director or designee to execute and file such applications, assurances or any other documents required by FTA for the purpose of complying with Title VI of the Civil Rights Act of 1964.

4. Authorize the Executive Director or designee to furnish such additional information as the FTA may require in connection with the program of projects identified in applications.
5. The President of the RTA Board of Directors is authorized to execute grant and cooperative agreements with the FTA on behalf of RTA.

Upon motion of Director _____, seconded by Director _____, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 1st day of May 2019.

Fred Strong
President of the RTA Board of Directors

ATTEST:

Geoff Straw
RTA Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita Neal
County Counsel

By: _____
Nina Negranti
RTA Counsel

Dated: _____
(Original signature in BLUE ink)

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MAY 1, 2019
STAFF REPORT**

AGENDA ITEM: C-8

TOPIC: Contract Renewal - AGP Video Production of Board Meetings

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve Contract Renewal

BACKGROUND/DISCUSSION:

In April 2019, the SLOCOG Board approved a contract with AGP Video to televise all SLOCOG and RTA meetings with costs shared on a pro-rata basis. The terms of the existing contract provide video services for \$715/meeting (8:30 to 12:00), plus \$132/hour overtime for all overtime hours beyond the 3^{1/2}-hour length, and \$45/hour for additional technical consulting. RTA will pay \$150 per meeting for the Key Point Indexing (KPI) service with the renewed contract. The effective date of the existing contract is through June 30, 2018. The proposed new contract will run from July 2018 to June 2019 with an increase of \$35 in the base rate for meetings held at locations other than the County Board of Supervisors Chambers.

The contract reflects the existing agreement made by AGP Video. The annual cost of six (6) RTA meetings that are filmed is approximately \$5,225 (at \$715/mtg – 5 mtgs, 1 mtg at \$750 and KPI service of 6 meetings – with no overtime).

The meetings will continue to be broadcasted live and replayed on Channel 21 as well as being webcast on the Internet at www.slospan.org. The SLO-SPAN network, produced by AGP Video, is a public service of Charter Communications and provides televised access of government and other meetings held throughout the county. For schedule updates, check www.slospan.org, additional replays of meetings are cablecast as the schedule permits. Meeting tapes are available through local libraries.

Staff Recommendation

Approve contract with AGP Video to televise all RTA and SLOCOG meetings with costs shared on a pro-rata basis for FY19-20.

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AMENDMENT TO AGREEMENT TO PROVIDE VIDEO PRODUCTION SERVICES

San Luis Obispo Regional Transit Authority (hereinafter "RTA"), and AGP Video, a California corporation (hereinafter "Contractor") hereby amend the Agreement to Provide Video Production and Tape Distribution Services for RTA Board Meetings, dated May 2, 2018 ("Agreement"), as follows ("Amendment"):

RECITALS

WHEREAS, effective May 2, 2018, RTA entered into the Agreement with Contractor wherein Contractor agreed to provide video production and services for the term beginning July 1, 2018 through June 30, 2019; and

WHEREAS, Contractor has satisfactorily performed said services, and it is the desire of the County and Contractor to extend the Agreement for an additional two (2) year term, to June 30, 2021; and

WHEREAS, the parties desire to provide for future extensions of the Agreement by mutual written consent.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Section XI, Term of Agreement, is deleted in its entirety and replaced with the following:

"XI. TERM OF AGREEMENT.

The effective date of this Agreement shall be April 6, 2018. The term of this Agreement shall be July 1, 2018 through June 30, 2021. The term may be extended by mutual written agreement for three (3) addition alone (1) year terms. The RTA Executive Director shall have the authority to execute any extension as referenced herein."

2. All provisions of the Agreement not affected by this Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as set forth below.

ACCEPTED BY:

Fred Strong
President, San Luis Obispo Regional Transit Authority (RTA)
179 Cross Street, San Luis Obispo CA 93401 (805) 781-4833

Date

Nancy Castle
AGP Video
1600 Preston Lane, Morro Bay, CA 93442 (805) 772-2715

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

Nina Negranti
RTA Legal Counsel

Date

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: C-9

TOPIC: Surplus Equipment

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve Declaration of Equipment as Surplus, and Direct Staff to Dispose Through Auction or Salvage

BACKGROUND/DISCUSSION:

The RTA Purchasing Policy requires staff to determine if 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 Federal Transit Administration (FTA) funds, staff is directed to obtain pre-approval from FTA staff to determine how any FTA remaining value should be addressed.

Staff has determined that the RTA currently has no practical, efficient or appropriate use for the equipment presented in the table below, nor will it have such a use for the equipment in the near future. Based on the condition and age of all pieces of equipment discussed in this Staff Report, as well as a review of recent online sales of similar vehicles, staff declares that each of the pieces of equipment listed below has a value below \$5,000.

1. SEFAC mobile lifts – these lifts are over ten years old, and were formerly owned by South County Transit. SoCo Transit transferred this system to the RTA in 2011 when the RTA assumed all vehicle maintenance duties.
2. DPF Filter Cleaner – this Diesel Particulate Filter (DPF) was purchased used in 2014 from the Livermore-Amador Valley Transit Authority. However, we no longer operate vehicles that use the type of this DPF that this cleaner is designed to clean.

None of this equipment listed above was funded with FTA funds, so there is no need for FTA authorization to dispose of this equipment. Staff recommends that this equipment be sold through Ken Porter Auctions. If no bids are received, or if Ken Porter Auctions refuses to accept the equipment, staff would dispose of it through normal salvage procedures.

Staff Recommendation

Declare the equipment listed above as surplus, and dispose of same through auction or salvage.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: C-10

TOPIC: CalTIP Board of Directors

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve Title Change of Representative to the CalTIP Board of Directors and to Appoint an Alternate Member

BACKGROUND/DISCUSSION:

Physical Damage and Liability insurance for the RTA is provided by the California Transit Indemnity Pool (CalTIP). Membership in the CalTIP consortium provides the RTA with competitive and stable insurance rates. Additionally, unlike commercial insurance carriers, membership in CalTIP provides retro-active rate adjustments depending on each entity's loss record and the loss history of CalTIP as a whole. The RTA has benefited greatly from this practice each year since joining the consortium.

This is merely a housekeeping agenda item to update the title of the main representative, and to name an alternate.

Staff Recommendation

Approved the attached resolution.

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RESOLUTION NO. 19-_____

**A RESOLUTION OF THE GOVERNING BOARD OF
THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
A CALIFORNIA JOINT POWERS AGENCY, RESCINDING RESOLUTION NO. 12-06
WITH IMMEDIATE EFFECT AND APPOINTING A DIRECTOR AND AN ALTERNATE
TO THE CALIFORNIA TRANSIT INDEMNITY POOL JOINT POWERS AUTHORITY
(CAL TIP) BOARD OF DIRECTORS**

BE IT RESOLVED THAT:

1. Resolution No. 12-06 authorizing the execution of the Joint Powers Agreement of the California Transit Indemnity Pool (CalTIP) and Appointing Director and Alternate is hereby rescinded.
2. The position of Deputy Director/Chief Financial Officer is hereby appointed as the primary Board Member and the position of Operations Manager is hereby appointed as the Alternate Board Member to the CalTIP Board of Directors on behalf of the San Luis Obispo Regional Transit Authority.

Upon motion of Director _____, seconded by Director _____,
and on the following roll call, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby adopted this 1st day of May, 2019.

Fred Strong, President
San Luis Obispo Regional Transit Authority

ATTEST:

Geoff Straw, Executive Director

APPROVED AS BY FORM AND LEGAL EFFECT:

By: _____
Nina Negranti, RTA Counsel

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: C-11

TOPIC: County Auditor/Controller Services

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Approve Agreement for County Auditor/Controller Services

BACKGROUND/DISCUSSION:

Each fiscal year, the County of San Luis Obispo Auditor – Controller, Treasurer – Tax Collector’s office provides the RTA services related to general accounting, accounts payable, and accounting support. The attached services agreement notes their responsibilities as well as the responsibilities of the RTA, including to inform them of significant noncompliance, fraud and/or error immediately upon discovery.

Staff Recommendation

Approve the attached service agreement with the County of San Luis Obispo Auditor – Controller, Treasurer – Tax Collector for services during fiscal year 2019-2020 for \$5,778.

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COUNTY OF SAN LUIS OBISPO

AUDITOR - CONTROLLER • TREASURER - TAX COLLECTOR

James W. Hamilton, CPA Auditor-Controller • Treasurer-Tax Collector

Lydia J. Corr, CPA Assistant Auditor-Controller • Treasurer-Tax Collector

March 29, 2019

To the Board of Directors and Management
San Luis Obispo Regional Transit Authority (SLORTA)

We are pleased to confirm our understanding of the terms and costs of our services under this agreement for the 2019-2020 fiscal year.

Scope of Services

We will provide the following services:

1. **General Accounting** - includes use of the County's centralized accounting system and recording of financial system entries submitted by the agency. Transactions will be reviewed for authorization by appropriate agency personnel prior to processing. In addition, access to the accounting system's financial reports will be available to the agency as needed.
2. **Accounts Payable** - includes processing payment claims by warrant or ACH. Claims will be reviewed to validate two authorized agency signers have approved the payment prior to processing, recording and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditure is not part of this service agreement.
3. **Accounting Support** - includes recording your Agency's budget, ensuring expenditures do not exceed authorized budget, responding to routine inquiries, working with external auditors, and replying to bank confirmations.
4. **Term** - Our services and responsibility end on June 30, 2020.

Our Responsibilities

Notwithstanding, and in addition to, responsibilities assigned to the Auditor-Controller and Treasurer under the SLORTA JPA, our responsibility under this service agreement is to perform the services enumerated above. We will not audit accounting entries, payment claims or budget transactions, nor will we validate the appropriateness of accounting transactions or claims for

payment. Our service does not include annual preparation of 1099's or preparation of payroll reports.

Our services are not designed to detect instances of fraud, noncompliance with laws or regulations or significant errors; however, we will communicate to you any known and suspected fraud, noncompliance with laws or regulations or significant errors that come to our attention.

Your Responsibilities

You are responsible for (1) ensuring all transactions are submitted and/or approved by authorized staff, (2) reviewing all transactions prior to submittal to ensure appropriateness of the expenditure, compliance with laws or regulations and to check for significant errors and fraud, (3) retaining all source documents, and (4) providing all Board authorized budgets and budget amendments. You are encouraged to routinely provide accounting reports and payment registers to your Board for review.

You agree to inform us of significant noncompliance, fraud and/or errors immediately upon discovery.

For all services we provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, and/or experience to understand the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Annual Cost and Billing

The annual cost for the services identified above is \$5,778. Your agency will be billed by journal entry during the first quarter of the fiscal year for the entire annual costs. A copy of the journal entry will be provided to your agency

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarized the significant terms of our agreement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements.

Sincerely,



James W. Hamilton, CPA
Auditor-Controller-Treasurer-Tax Collector

Authorized Signature Director _____ Date _____

Authorized Signature Board Chair _____ Date _____

County of San Luis Obispo Government Center

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

May 1, 2019

STAFF REPORT

AGENDA ITEM: C-12

TOPIC: Title VI Plan Updates

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve the Updated Title VI Policy Statement and Plan

BACKGROUND/DISCUSSION:

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The RTA Title VI Policy was originally adopted by the RTA Board in September 2010. In order to maintain compliance with current Federal Transit Administration (FTA) regulations, there are various revisions and updates that are currently needed, as follows:

1. The Title VI Plan must now be a three-year plan instead of an annual plan.
2. The Limited English Proficiency (LEP) Plan is part of the Title VI Plan and is attached thereto for reference.

These two changes are based on the new Title VI regulations in FTA Circular 4702.1.B.

Staff Recommendation

Approve the updated Title VI Policy Statement and Plan as presented, including ratification of the Resolution in Appendix H.

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179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4472 Fax (805) 781-1291
www.slorta.org

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

TITLE VI PLAN

ADOPTED: May 1, 2019

AUGUST 1, 2019 – JULY 31, 2021

Contact Information:

Tania Arnold
Deputy Director/Chief Financial Officer
Office: 805.781.4397
tarnold@slorta.org

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:
Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San
Luis Obispo

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TITLE VI PLAN

I. PLAN STATEMENT

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The San Luis Obispo Regional Transit Authority is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

This plan was developed to guide the San Luis Obispo Regional Transit Authority in its administration and management of Title VI-related activities.

**Title VI Coordinator Contact information:
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
179 Cross Street, Suite A
San Luis Obispo, California 93401**

II. TITLE VI INFORMATION DISSEMINATION

Title VI information posters is prominently and publicly displayed in the San Luis Obispo Regional Transit Authority facility and on their revenue vehicles (a copy is in Appendix J). The name of the Title VI coordinator is available on the San Luis Obispo Regional Transit Authority website, at www.slorta.org. Additional information relating to nondiscrimination obligation can be obtained from the San Luis Obispo Regional Transit Authority Title VI Coordinator.

Title VI information is disseminated to San Luis Obispo Regional Transit Authority employees annually via the Employee Education form (see Appendix A) in payroll envelopes. This form reminds employees of the San Luis Obispo Regional Transit Authority's policy statement, and of their Title VI responsibilities in their daily work and duties.

During New Employee Orientation, new employees are informed of the provisions of Title VI, and the San Luis Obispo Regional Transit Authority's expectations to perform their duties accordingly.

All employees have been provided a copy of the Title VI Plan and are required to sign the Acknowledgement of Receipt (see Appendix B).

III. SUBCONTRACTS AND VENDORS

All subcontractors and vendors who receive payments from the San Luis Obispo Regional Transit Authority where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended.

Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

IV. RECORD KEEPING:

The Title VI Coordinator has maintained permanent records, which include, but are not limited to, signed acknowledgements of receipt from the employees indicating the receipt of the San Luis Obispo Regional Transit Authority's Title VI Plan, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations if any.

V. TITLE VI COMPLAINT PROCEDURES

How to file a Title VI Complaint?

The complainant may file a signed, written complaint up to thirty (30) days from the date of the alleged discrimination. The complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
- Other information that you deem significant.

The Title VI Complaint Form (see Appendix C) may be used to submit the complaint information. The complaint may be filed in writing with the San Luis Obispo Regional Transit Authority at the following address:

**Title VI Coordinator
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
179 Cross Street, Suite A
San Luis Obispo, California 93401**

NOTE: The San Luis Obispo Regional Transit Authority encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Title VI Coordinator as soon as possible, but no later than 30 days from the alleged date of discrimination.

What happens to the complaint after it is submitted?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the San Luis Obispo Regional Transit Authority will be directly addressed by the San Luis Obispo Regional Transit Authority. The San Luis Obispo Regional Transit Authority shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, the San

Luis Obispo Regional Transit Authority shall make every effort to address all complaints in an expeditious and thorough manner.

A letter of acknowledging receipt of complaint will be mailed within thirty (30) days (Appendix D). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

How will the complainant be notified of the outcome of the complaint?

The San Luis Obispo Regional Transit Authority will send a final written response letter (see Appendix E or F) to the complainant. In the letter notifying complainant that the complaint is not substantiated (Appendix F), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from the San Luis Obispo Regional Transit Authority, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the FTA. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

**Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, DC 20590**

VI. LIMITED ENGLISH PROFICIENCY (LEP) PLAN

San Luis Obispo Regional Transit Authority (RTA) has developed a Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to RTA services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English. This plan has detail procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates. In developing the plan RTA's determined the extent of obligation to provide LEP services, the RTA has undertaken the U.S. Department of Transportation four factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons eligible in the RTA service area who maybe served or likely to encounter an RTA program, activity, or service;
2. The frequency with which LEP individuals come in contact with an RTA service;
3. The nature and importance of the program, activity or service provided by the RTA to the LEP population; and
4. The resources available to RTA and overall costs to provide LEP assistance. See Appendix I for the LEP Plan.

VII. COMMUNITY OUTREACH

As an agency receiving federal financial assistance, we have made the following community outreach efforts:

The San Luis Obispo Regional Transit Authority holds public meetings bi-monthly. At these meetings the public is welcome to attend and share in discussion with a variety of Community Outreach discussions. Additionally, the San Luis Obispo Regional Transit Authority works with the other transit agencies in the service area and other stakeholder organizations to review and discuss the planning and have involvement in the decision making process. The San Luis Obispo Regional Transit Authority from time to time have do on-board survey hand-outs to customers for their feedback about a variety of issues.

The San Luis Obispo Regional Transit Authority submits to the California Department of Transportation and Federal Transit Administration annually an application for funding. The application requests funding for both capital and operating assistance. Part of the annual application is a public notice, which includes a 30-day public comment period.

VIII. ACTIVE INVESTIGATION, LAWSUIT OR COMPLAINT

The San Luis Obispo Regional Transit Authority has had no active investigations, lawsuits or complaints alleging discrimination on the basis of race, color or national origin.

IX. SUBRECIPIENTS MONITORING

Primary recipients shall ensure subrecipients are complying with Title VI. Subrecipient Title VI program shall be submitted every three years in line with the primary recipient's program. Subrecipients will also submit annual complaint logs to primary recipient which will be kept in an electronic storage device for further review by FTA as necessary.

X. BOARD DEMOGRAPHICS

RTA board of directors is all elected members. Therefore, this does not apply.

XI. EQUITY ANALYSIS FOR BUILDING SITE

An equity analysis was not required when RTA built the Tenant Improvements for the current operating and maintenance facility seven years ago. This was a pre-existing site that RTA lease and then did the Tenant Improvement without any federal funds. Therefore, this does not apply.

XII. RESOLUTION APPROVING TITLE VI PLAN

A copy of this resolution can be found in Appendix H of this Plan.

XIII. SERVICE STANDARDS

Vehicle Load Standards

RTA uses a standard of 1.5 ratio as the maximum vehicle load on a peak trip. The average of all loads during the peak operating period should not exceed vehicles' achievable capacities, which are 36 passengers for a 15' mini-bus, 55 passengers for low-floor 40-foot buses, and 63 passengers for standard 40-foot buses. The exact maximum passenger capacity may be affected by specific manufacturer's recommendations which may be different for certain vehicle types.

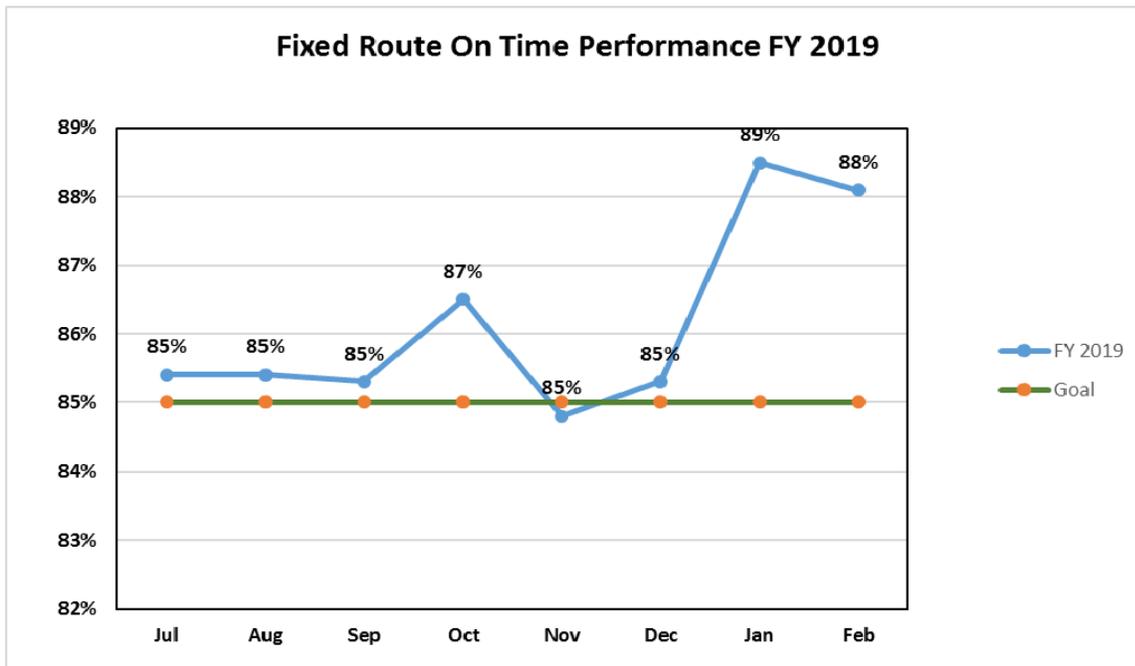
Vehicle Headway Standards

Service operates on regional trunk lines every 60 minutes (more frequently during peak a.m. and p.m. commute times) from early morning to late in the evening, five days a week, with the exception of the less populated North Coast Route #15. On weekends, service operates 5 times per day on Saturdays and 3 times per day on Sundays, throughout RTA's system.

Scheduling involves the consideration of a number of factors including: ridership productivity, transit/pedestrian friendly streets, density of transit-dependent population and activities, relationship to the Regional Transportation Plan, relationship to major transportation developments, land use connectivity, and transportation demand management.

On-Time Performance Standards

Fixed route service is considered on-time if at no point the bus is six or more minutes late. With the introduction of the ITS system in 2016, early departures are now being included in the metric. In addition, every published time-point is now being considered, which gave a more realistic and accurate numbers. The result of the increased accuracy is a decline in the performance metric, not necessarily in the overall service quality. The goal is now 85% or greater set by RTA's Strategy Business Plan after gaining more reliable information from the ITS system.



RTA continuously monitors on-time performance and system results are published and posted as part of monthly performance reports covering all aspects of operations.

Service Availability Standards

RTA try to distribute transit service so that 100% of all regional fixed route service are within a 3/4 mile walk of intercity bus transfer points.

XIII. SERVICE POLICIES

Vehicle Assignment Policy

Bus assignments take into account the operating characteristics of buses of various lengths, which are matched to the operating characteristics of the route. Local routes with lower ridership may be assigned 15-foot buses rather than the 35, 40 or 45-foot buses. Some routes requiring tight turns on narrow streets are operated with 35-foot rather than 40 or 45-foot buses.

All buses are also equipped with air conditioning, automated stop announcement systems and CAD/AVL systems.

Transit Amenities Policy

Installation of transit amenities along bus routes are based on the number of passenger boardings at stops and stations along those routes.

XV. RTA DOES MEET THE REMAINING CRITERIAS

Appendix A Employee Annual Education Form

Title VI Policy

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the San Luis Obispo Regional Transit Authority are expected to consider, respect, and observe this policy in their daily work and duties. If a citizen approaches you with a question or complaint, direct him or her to the Deputy Director/Chief Financial Officer who is the Title VI Coordinator.

In all dealings with citizens, use courtesy titles (i.e. Mr., Mrs., Ms., or Miss) to address them without regard to race, color or national origin.

Appendix B Acknowledgement of Receipt of Title VI Plan

I hereby acknowledge the receipt of the San Luis Obispo Regional Transit Authority's Title VI Plan. I have read the plan and am committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

Your signature

Print your name

Date

Appendix C TITLE VI COMPLAINT FORM

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” If you feel you have been discriminated against in transit services, please provide the following information in order to assist us in processing your complaint and sent it to:

Provide address here

Please print clearly:

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____(home) _____(cell) _____(work)

Person discriminated against: _____

Address of person discriminated against: _____

City, State, Zip Code: _____

Please indicate why you believe the discrimination occurred:

_____ Race

_____ Color

_____ National Origin

What was the date of the alleged discrimination? _____

Where did the alleged discrimination take place? _____

Please describe the circumstances as you saw it: _____

Please list any and all witnesses' names and phone numbers:

Have you previously filed a Title VI complaint with this agency?

Yes No

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

Federal Agency: _____

Federal Court _____

State Agency _____

State Court _____

Local Agency _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Please attach any documents you have which support the allegation. Then date and sign this form and send to the Title VI Coordinator at:

**Title VI Coordinator
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
179 Cross Street, Suite A
San Luis Obispo, California 93401**

Your signature

Date

Print your name

APPENDIX D Sample Letter Acknowledging Receipt of Complaint

Today's Date

Ms. Jo Doe
1234 Main St.
San Luis Obispo, California 93401

Dear Ms. Doe:

This letter is to acknowledge receipt of your complaint against the San Luis Obispo Regional Transit Authority alleging _____.

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning _____, or write to me at this address.

Sincerely,

**Title VI Coordinator
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
179 Cross Street, Suite A
San Luis Obispo, California 93401**

APPENDIX E Sample Letter Notifying Complainant that the Complaint Is Substantiated

Today's Date

Ms. Jo Doe
1234 Main St.
San Luis Obispo, California 93401

Dear Ms. Doe:

The matter referenced in your letter of _____ (date) against the San Luis Obispo Regional Transit Authority alleging Title VI violation has been investigated. (An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. *(If a hearing is requested, the following sentence may be appropriate.)* You may be hearing from this office, or from federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

**Title VI Coordinator
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
179 Cross Street, Suite A
San Luis Obispo, California 93401**

APPENDIX F Sample Letter Notifying Complainant that the Complaint Is Not Substantiated

Today's Date

Ms. Jo Doe
1234 Main St.
San Luis Obispo, California 93401

Dear Ms. Doe:

The matter referenced in your complaint of _____ (date) against the San Luis Obispo Regional Transit Authority alleging _____ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The San Luis Obispo Regional Transit Authority has analyzed the materials and facts pertaining to your case for evidence of the city's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to 1) appeal within seven calendar days of receipt of this final written decision from San Luis Obispo Regional Transit Authority, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor - TCR 1200 New Jersey Ave., SE Washington, DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

**Title VI Coordinator
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
179 Cross Street, Suite A
San Luis Obispo, California 93401**

APPENDIX G Samples of Narrative to be included in Posters to be Displayed in Revenue Vehicles and Facilities

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The San Luis Obispo Regional Transit Authority is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B. **If you feel you are being denied participation in or being denied benefits of the transit services provided by the San Luis Obispo Regional Transit Authority, or otherwise being discriminated against because of your race, color, national origin, gender, age, or disability, you may contact our office at:**

**Title VI Coordinator
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
179 Cross Street, Suite A
San Luis Obispo, California 93401**

For more information, visit our website at www.slorta.org

**APPENDIX H
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

RESOLUTION NO. 19-_____

RESOLUTION ADOPTING A TITLE VI POLICY STATEMENT AND PLAN

WHEREAS, The San Luis Obispo Regional Transit Authority (RTA) was formed to provide public transportation to all of the citizens of San Luis Obispo County; and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, RTA commits to assure that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any RTA program or activity regardless of the funding source; and

WHEREAS, RTA as the administrative agent for the City of Paso Robles, City of Atascadero, and City of Arroyo Grande and Grover Beach (South County Transit) receives Federal transportation funding;

WHEREAS, RTA receives Federal funding from other agencies that also have Title VI requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Luis Obispo Regional Transit Authority approves the proposed Title VI Policy Statement and Plan in order to meet Title VI and attendant federal requirements. The Deputy Director and CFO, in her capacity, will serve as the Title VI Coordinator and is authorized to revise and update the plan as necessary.

Upon motion of Director _____, seconded by Director _____, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 1st day of May 2019.

Fred Strong
President of the RTA Board

ATTEST:

Geoff Straw
Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Nina Negrati
RTA Counsel

Dated: _____
(Original signature in BLUE ink)

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)

Revised 5-1-19

Introduction

This Limited English Proficiency (LEP) Plan has been prepared to address San Luis Obispo Regional Transit Authority's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, Federal Transit Administration Circular 4702.1B dated October 1, 2012, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write or understands English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds.

Plan Summary

RTA has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by RTA. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, RTA undertook the U.S. Department of Transportation (U.S. DOT) four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a RTA program, activity or service.
2. The frequency with which LEP persons comes in contact with RTA programs, activities or services.
3. The nature and importance of programs, activities or services provided by RTA to the LEP population.
4. The resources available to RTA and overall cost to provide LEP assistance.

A summary of the results of the RTA four-factor analysis is in the following section.

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Four-Factor Analysis

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a RTA program, activity or service.

RTA staff reviewed the 2010-2015 America Community Survey Report and determined that 47,780 persons in San Luis Obispo County [18.2% of the population] speak a language other than English. Of this number, 10,271 persons [4%] have limited English proficiency; that is, they speak English “not well” or “not at all.”

In San Luis Obispo County, of those persons with limited English proficiency, 9,473 speak Spanish or Spanish Creole, 487 speak Asian and Pacific Island languages, and 174 speak other Indo-European languages.

2. The frequency with which LEP persons come in contact with RTA programs, activities or services.

RTA assessed the frequency with which staff and drivers have, or could have, contact with LEP persons. This includes documenting phone inquiries and surveying vehicle operators for requests for interpreters and translated documents. To date, the most frequent contact between LEP persons are with dispatchers. Translated documents have included postings on the buses, relating to fares and transit rules written in Spanish. All schedules and ride guides are also written in Spanish.

3. The nature and importance of programs, activities or services provided by RTA to the LEP population.

The largest proportion of LEP individuals in the RTA service area speaks Spanish. Three concentrated areas have been identified in San Luis Obispo County. The City of Paso Robles and City of Atascadero has 9.8% of adult speakers who speak English less than very well. The City of San Luis Obispo has 5.5% of adult speakers who speak English less than very well. And the City of Nipomo has 11.4% of adult speakers who speak English less than very well. Services provided by RTA that are most likely to encounter LEP individuals are the fixed route system which serves the general public and the demand-response (Dial-A-Ride) system which serves primarily senior and disabled persons.

4. The resources available to RTA and overall cost to provide LEP assistance.

RTA assessed its available resources that could be used for providing LEP assistance, including determining how much a professional interpreter and translation service would cost on an as needed basis, which of its documents would be the most valuable to be translated if the need should arise, and taking an inventory of available organizations that RTA could partner with for outreach and translation efforts. The amount of staff and vehicle operating training that might be needed was also considered. Based on the four-factor analysis, RTA developed its LEP Plan as outlined in the following section.

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Limited English Proficiency (LEP) Plan Outline

How RTA staff may identify a LEP person who needs language assistance:

1. Examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
2. Have a staff person greet participants as they arrive at RTA sponsored events. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English.
3. Have Census Bureau Language Identification Flashcards available at RTA meetings. This will assist RTA in identifying language assistance needs for future events and meetings.
4. Have Census Bureau Language Identification Flashcards on all transit vehicles to assist vehicle operators in identifying specific language assistance needs of passengers. If such individuals are encountered; vehicle operators will be instructed to try to obtain contact information to give to RTA's management for follow-up.
5. Vehicle operators and other front-line staff, like dispatchers, dial-a-ride schedulers, and service development planners, will be surveyed annually on their experience concerning any contacts with LEP persons during the previous year.

Language Assistance Measures

There are numerous language assistance measures available to LEP persons, including both oral and written language services. There are also various ways in which RTA staff responds to LEP persons, whether in person, by telephone or in writing.

- RTA will provide Hispanic Education and Outreach Programs which will continue to provide vital information to LEP groups on RTA programs and services;
- Network with local human service organizations that provide services to LEP individuals and seek opportunities to provide information on RTA programs and services;
- Provide a bilingual Community Outreach Coordinator at community events, public hearings and Board of Director meetings. Placement of statements in notices and publications that interpreter services are available for these meetings, with 48 hours advance notice per Brown Act;
- Survey bus drivers and other front-line staff, like dispatchers, dial-a-ride schedulers, and service development planners, bi-annually on their experience concerning any contacts with LEP persons during the previous year;

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

- Provide Language Identification Flashcards onboard the RTA fleet, in Road Supervisor vehicles and at transit systems administrative offices;
- Post the RTA Title VI Policy and LEP Plan on the agency website, www.slorta.org;
- Provide group travel training to LEP persons with the assistance of bilingual staff;
- Include language “Spanish a plus” on bus driver recruitment flyers and onboard recruitment posters;
- When an interpreter is needed for a language other than Spanish, in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers. A list of volunteers will need to be developed.

Staff Training

The following training will be provided to RTA staff:

1. Information on the RTA Title VI Procedures and LEP responsibilities
2. Description of language assistance services offered to the public
3. Use of Language Identification Flashcards
4. Documentation of language assistance requests
5. How to handle a potential Title VI/LEP complaint?

Outreach Techniques

When staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population. Interpreters may be available as needed.

Monitoring and Updating the LEP Plan

RTA will update the LEP as required by U.S. DOT. At minimum, the plan will be reviewed and updated when data from the 2019 America Community Survey Report is available, or when it is clear that higher concentrations of LEP individuals are present in the RTA service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed?
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether local language assistance programs have been effective and sufficient to meet the need
- Determine whether RTA’s financial resources are sufficient to fund language assistance resources needed

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

- Determine whether RTA has fully complied with the goals of this LEP Plan
- Determine whether complaints have been received concerning RTA's failure to meet the needs of LEP individuals

Dissemination of the RTA LEP Plan

A link to the RTA LEP Plan and the Title VI Procedures is included on the RTA website at www.slorta.org.

Any person or agency with internet access will be able to access and download the plan from the RTA website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the plan in translation which RTA will provide, if feasible.

Questions or comments regarding the LEP Plan may be submitted to the San Luis Obispo Regional Transit Authority, Title VI Coordinator:

San Luis Obispo Regional Transit Authority
179 Cross Street, Suite A
San Luis Obispo, CA 93401
Phone: 805-781-4833
Fax: 805-781-1291
Email: tarnold@slorta.org (Title VI Coordinator)

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: C-13

TOPIC: Memorandum of Understanding – Dental Program

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Approve MOU

BACKGROUND/DISCUSSION:

Effective January 1, 2019, the Regional Transit Authority transitioned to the CSAC Excess Insurance Authority (CSAC-EIA) dental insurance program, allowing the agency to obtain dental insurance for full time employees as part of a pool. This provided enhanced benefits in addition to a reduction in cost, both for the agency and employees.

Since that time, the CSAC-EIA has made revision to the Memorandum of Understanding for the dental program. As noted by CSAC-EIA: on May 17, 2018, the CSAC EIA Employee Benefits Committee, which governs the EIA Dental Program, approved, effective January 1, 2019, the implementation of a Dental Health Maintenance Organization (DHMO) Program segment to be offered through Delta Dental. The EIA Dental MOU was adopted on October 26, 2009 and has never been amended. With the addition of a new dental program segment, it has been determined by EIA Counsel that the EIA Dental Program MOU must be amended to include a definition of the DHMO segment and the requirements for participation. Given the time that has transpired since adoption, the amended MOU not only includes the DHMO update, but also includes updates to the EIA's standard MOU language.

Staff Recommendation

Approve the attached Memorandum of Understanding – Dental Program with CSAC-EIA and RTA in order to continue to participate in the CSAC EIA dental program.

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MEMORANDUM OF UNDERSTANDING DENTAL PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between the CSAC Excess Insurance Authority (hereinafter “Authority”) and the participating members of the Dental Program (hereinafter “Members”) that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the Dental Program (hereinafter “Program”).
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereinafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
3. **PROGRAM COVERAGE SEGMENTS.** The Program is formed for the purpose of establishing dental coverage under the following Program coverage segments:
 - a. Self-Insured Segment
 - b. Fixed-Rate Preferred Provider Organization (PPO) Pooled Segment
 - c. Fully-Insured Dental Health Maintenance Organization (DHMO) Segment
4. **PROGRAM COMMITTEE.** The Employee Benefits Committee (hereinafter “Committee”) shall consist of nine (9) members. Except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the Program and its Members, including but not limited to, approval of new Members, premium/rate setting, addition of new Program segments and/or services, claims review, and amending the Memorandum. A majority of members of the Committee must be Members of the Program.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions. The Committee may delegate any or all of this authority as deemed appropriate.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the

Agreement and Article VI of the Bylaws of the Authority (hereinafter referred to as the "Bylaws"). Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

5. **PREMIUM.** Participating Member rates/premiums shall be established by Delta Dental of California (hereinafter "Delta Dental") in consultation with the Program underwriters, actuaries, and the Committee. The participating Members, in accordance with the Program premium provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the Program in which they participate. Premiums will vary based on Member segment participation, benefit plan coverage, Member employee/retiree participation, and claims experience.
6. **MEMBERSHIP.** Membership in the Program consists of participation in one or more of the following:
 - a. A "Self-Insured" Member is defined as a Member who participates in the group purchase Program for administrative services only and is fully responsible for their own dental Program; and/or
 - b. A "Fixed-Rate PPO" Member is defined as a Member who joins the Program and is part of the self-insured Fixed-Rate PPO pool; and/or
 - c. A "Fully-Insured DHMO" Member is defined as a Member who joins the Program and is part of the fully insured DHMO pool.
7. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. Participation in the Program may be in one or more of the following segments; the Self-Insured Pool, the Fixed-Rate PPO Pool, and/or the DHMO pool. A Member shall be entitled to participate in the Program until they have withdrawn in accordance with the provisions of paragraph 16 of this Memorandum.
8. **RENEWALS.** All Program renewal rate action will be approved by the Committee with assistance from Program underwriters, actuaries, and Delta Dental. Fixed-Rate PPO Pool Members that have Legacy Premium Stabilization Funds (see paragraph 10.a.) may use those funds to offset renewal rate increases.
9. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least thirty (30) days prior to the effective date of any such change.

Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the

Committee, any Member that fails to pay an invoice when due and as billed may be given a ten (10) day written notice of cancellation.

10. **PREMIUM STABILIZATION FUNDS.** Premium Stabilization Funds as set forth apply only to Fixed-Rate PPO segment Members.
 - a. Legacy Premium Stabilization Fund. Delta Dental Members who are fully insured with Delta Dental are required to have their stabilization funds (if any) transferred to the EIA upon entry into the Fixed-Rate PPO Program segment. These funds will be accounted for individually for the Member's use. The Member may use their Legacy Premium Stabilization Funds to buy down their renewal or request a full disbursement from the Authority. If the Member leaves the Program with a fund balance remaining, those funds remain in the Program and the Member has no equity rights to those funds
 - b. Program Premium Stabilization Fund. The Program Stabilization Fund shall consist of accumulated excess reserves (in excess of the required Incurred But Not Reported (IBNR) and Claims Fluctuation Margin (CFM) requirements) generated by the Program with all years combined on a go forward basis. The Committee shall have authority to determine the use of these funds. These funds are not Member specific and they are separate from the Legacy Premium Stabilization Funds.
11. **STABILIZATION INTEREST.** Interest generated by both premium stabilization funds are available for the Committee to use for any purpose, including administrative fees, rate offsets, or claim payments.
12. **DIVIDENDS AND ASSESSMENTS (Applicable to Fixed-Rate PPO Members Only).** Should the Fixed-Rate PPO Program segment not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
 - a. Any dividends or assessments shall be based upon the preceding three (3) years' of percentage of contributions for losses for Fixed-Rate PPO Pooled Members only.
 - b. Self-Insured and DHMO segments are not eligible for dividends or assessments.
13. **APPROVAL OF NEW MEMBERS – APPLICATION TO THE PROGRAM.** Any public entity wishing to become a Member of the Program shall make application to and be approved by a majority vote of the Committee in a manner prescribed by them. The Committee has developed underwriting guidelines that outline

specific criteria for accepting new Members. Program underwriting guidelines are available by request to the Authority.

14. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by Delta Dental to each individual Member. Coverage shall be governed in accordance with these documents. Any changes to the benefits, as determined by the Member, are subject to Delta Dental, Committee, actuarial, and/or other consultants' pricing requirements.
15. **CLAIMS ADMINISTRATION.** The Committee shall authorize the retention of the services of Delta Dental to provide claims services for the Program.
16. **WITHDRAWAL.** Withdrawal of a Member from the Program shall be as follows:
 - a. Fixed-Rate PPO and DHMO Pool Members. After becoming a participant in the Program, a Fixed-Rate PPO and/or DHMO Pool Member may withdraw from the Program at the end of a policy year only if they provide the Authority with sixty (60) days written notice prior to the end of the policy year.
 - b. Self-Insured Member. After becoming a participant in the Program, a Self-Insured Member may withdraw from the Program at the end of their specific policy year by giving the Authority sixty (60) days written notice prior to the end of their specific policy year.
17. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as a liaison with the Authority and Delta Dental and between the Member and the Authority's and Delta Dental's designated representative.
18. **RESOLUTION OF DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the "Agreement."
19. **ADMINISTRATION COSTS.** The Authority shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the Program shall be determined through the Authority's budget process. The source of the funds for the Program will be administrative charges, interest earnings, or a combination of both.
20. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

- 21. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
- 22. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee upon ninety (90) days advance written notice of the proposed amendments to the Members and county counsels. Each Member shall approve of any amendment by signature on the Memorandum by a Member's designated representative, or alternate, who shall have authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time provided by the Committee, the Member will be deemed to have withdrawn from the Program on the next annual renewal date.
- 23. **EFFECTIVE DATE OF AGREEMENT.** This Memorandum shall become effective on the first effective date of coverage for the Member, or upon approval by the Employee Benefits Committee of any amendment, whichever is later.
- 24. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed the Memorandum as of the date set forth below.

Dated: 4/9/19



CSAC Excess Insurance Authority
Michael D. Fleming, Chief Executive Officer

Dated: _____

Name (printed)

Signature

Member Entity

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 6, 2019

STAFF REPORT

AGENDA ITEM: C-14

TOPIC: Solar Canopies

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Executive Director to Seek Letters of Interest for Solar Canopies at New Bus Maintenance Facility

BACKGROUND/DISCUSSION:

The expansive area needed for the planned new RTA Bus Maintenance Facility (BMF) provides an opportunity to generate on-site solar electricity, thereby reducing the emissions of greenhouse gases from electricity generation. The BMF project, which was submitted for SLO City Architectural Review Commission review in late March 2019, identified solar panels installed on the building roof, as well as on top of canopies that would also provide weather protection for transit vehicles.

Based on comments from our BMF design/engineering team, led by Stantec Architecture, the timing is optimal to solicit interest from solar system design-build firms. The resulting system could then be included in the construction project so that RTA bus service would not be impacted by installing solar panels in the future. The City of San Luis Obispo is currently in the final planning stages to install solar arrays in the City Corp Yard, including on top of canopies under which SLO Transit buses would park.

Several different funding mechanisms could be pursued, including financing the purchase and installation of an RTA-owned solar system. However, based on the tight budget for the BMF project, an RTA-owned system may not be financially feasible. Another option would be to install the system through a Power Purchase Agreement, under which a third-party would finance/install the system and would collect fees for our electrical use to finance it. The two principal drawbacks of this arrangement are a proclivity by developers to specify an oversized system and/or volatility in future per kilowatt electrical rates. Another option is leasing space on the building roof to companies looking to generate solar power. Because deciding on the best course of action is not included as part of the Stantec scope of services, staff is recommending that we solicit letters of interest from solar panel providers to help us better understand impacts of differing solar generation and financing models.

Staff Recommendation

Authorize the RTA Executive Director to issue a request for letters of interest in providing solar panels on the building roof and/or construction of solar-mounted canopies.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2019

STAFF REPORT

AGENDA ITEM: C-15

TOPIC: Job Descriptions for Non-Union Positions

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Approve Revised Job Descriptions for Non Union Positions

BACKGROUND/DISCUSSION:

During Fiscal Year 2018-19 the RTA has or will recruit for new employees in the following non-union openings:

- Accounting Technician – Administration
- Grants Administrator and Grants/Finance Manager
- Human Resources Officer
- Operations Manager
- Operations Supervisor

These positions became open due to the departure of employees during the fiscal year. It should be noted that the RTA is currently funded for only the Grants/Finance Manager position in the current budget, although we will simultaneously recruit for both the Grants Administrator and Grants/Finance Manager positions; should the RTA not find a suitable candidate for the Grants/Finance position, the Grants Administrator position will be filled.

Staff Recommendation

Approve the enclosed job descriptions.

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**San Luis Obispo Regional Transit Authority
Job Description**

JOB TITLE: Accounting Technician - Administration
DEPARTMENT: Finance and Administration
REPORTS TO: Deputy Director/CFO
FLSA STATUS: Non-Exempt, At-Will
EFFECTIVE DATE: January 2, 2019

JOB SUMMARY

Under the direction of the Deputy Director/CFO, perform a variety of accounting duties related to General Accounting including: 1) Accounts Payable processing; 2) Accounts Receivable processing; 3) Journal entry processing; 4) Journal entry posting; 5) Fixed Asset accounting; 6) Fare revenue collection and reconciliation; and 7) back-up of other administrative and accounting staff. The duties and responsibilities include the application of both manual and computerized accounting procedures and reconciliation functions and oral and written communication skills.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Demonstrated customer service experience requiring a very high level of diplomacy and professionalism.
- Ability to use tact and diplomacy to effectively handle a broad range of high level and sensitive interpersonal situations with diverse personalities, and to respond appropriately to conflicts and problems.
- Must have ability to clearly answer routine questions and to be able to analyze and reconcile a variety of accounts and resolve operating and procedural problems.
- Excellent computer skills and proficiency with a variety of computer applications including word-processing, spreadsheets, databases, on-line systems, Internet as well as online calendaring and email.
- Must operate a 10-key calculator by touch.
- Knowledge and understanding of: basic arithmetic; financial record-keeping methods, procedures, and practices; and general office procedures.
- Familiarity with, or ability to learn, governmental financial record-keeping methods.
- Must work independently and perform financial or statistical work of moderate difficulty rapidly and accurately.
- Experience in an enterprise financial management or maintenance work order computerized environment including the processing of journal entries, establishing new accounts, and extensive reconciliation is required.
- Ability to review financial documents for accuracy, completeness, validity, and adherence to standards.
- Ability to interpret, communicate, and apply policies and procedures.
- Demonstrated ability to maintain a high degree of confidentiality. Ability to exercise discretion and judgment in carrying out responsibilities.
- Ability to initiate, establish, and foster communication and teamwork by maintaining a positive, cooperative, productive work atmosphere in and outside a public agency with

the ability to establish and maintain effective working relationships within a diverse population and with those from various cultural backgrounds

- Excellent organizational and time management skills with the ability to set own priorities to coordinate multiple assignments with fluctuating and time-sensitive deadlines.
- Working knowledge of or ability to quickly learn infrastructure, policies and procedures.
- Excellent communication skills; ability to effectively communicate information in a clear and understandable manner, both verbally and in writing.
- Thorough knowledge of English grammar, spelling and punctuation

QUALIFICATIONS

To perform this job successfully, must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Methods, procedures and terminology used in professional accounting work
- Financial and statistical record-keeping techniques
- Budgeting practices regarding preparation monitoring and control
- Financial analysis and projection techniques
- Operation of a computer and assigned software
- Effective oral and written communication and interpersonal skills

EDUCATION and/or EXPERIENCE

- Associates Degree in Accounting is preferred.
- The equivalent of five years of progressively responsible experience in maintaining or reviewing general accounting records.
- Familiarity with accounting principles and accounting systems.
- Demonstrated skills in an institutional environment utilizing a customer-oriented and service-centered attitude.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands to fingers, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk; sit; climb or balance and stoop, kneel, crouch, or crawl. The employee must regularly lift and /or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include Close vision, Distance vision, Peripheral vision, Depth perception and Ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this job, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; performs highly detailed work; deals with multiple concurrent tasks; and interacts with others encountered in the course of work.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. May work out in the field when needed. May require availability to work a flexible schedule.

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**San Luis Obispo Regional Transit Authority
Job Description**

JOB TITLES: Grants Administrator, and Grants/Finance Manager
DEPARTMENT: Administration and Finance
REPORTS TO: Deputy Director/CFO
FLSA STATUS: Non-Exempt, At-Will
EFFECTIVE DATE: April 24, 2019

JOB SUMMARY

The Grants Administrator and Grants/Finance Manager series performs professional and technical work related to service planning and the administration of grants. Primary duties include the collection and reporting of performance data for federal, state and local funding partners, preparation and filing of grant applications, and developing quarterly reports.

In addition to the primary duties listed above, the Grants/Finance Manager assists in the oversight and administration of accounting functions, budget preparation and contract management oversight.

Either position reports directly to the Deputy Director/CFO.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Administer grant application, reimbursement, and reporting progress of grants as required by the respective grants. Included but not limited to:
 - FTA 5307 for the four small urbanized areas served by the RTA
 - FTA 5339 Bus and Bus Facilities
 - FTA 5311 and 5311(F)
 - Rural Transit Fund Grant
 - SLOAPCD grants (MOVER, AB617, etc.)
- Administer NTD reporting.
- Attend training, conferences, and workshops as directed for improving grants management, and budgeting strategies and techniques.
- Assist in developing RFP/contracts for procurement projects.

Additional Essential Duties and Responsibilities for Grants/Finance Manager

- Ensure all staff adheres to the RTA procurement policy, specifically when it pertains to FTA and state grants.

- Supervise Accounting Technician – Administration, who performs the following tasks:
 - Oversee Accounts Payables process, including occasional review of and processing of invoices for payment using SAP accounting software.
 - Administer GFI Genfare software and fare revenue reconciliation.
 - Oversee Accounts Receivable process, including review of bank deposits.
- Research and compile data for inclusion in planning studies and reports.
- Assist in administering the agency’s federal Title VI and DBE programs.

QUALIFICATIONS

- Principles of accounting and finance
- Principles of grant preparation and administration
- Principles of report writing
- Analytical methods and techniques for data gathering and analysis for budget preparation and planning efforts
- Basic governmental functions related to grants administration and public transportation
- Knowledge of federal, state and local transportation laws, policies, funding mechanisms and legislation related to grants administration and preparation

To perform this job successfully, must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- A Bachelor of Arts degree in accounting, finance, public or business administration, planning or related field.
- A minimum of three years’ experience in the preparation and administration of Federal and State transportation grants.
- Experience in the development and oversight of operating and capital budgets.
- Experience in optimizing grant funding and knowledge of federal and state funding mechanisms.
- Understanding of federal, state and local laws, requirements, and mandates related to the preparation and administration of grants.
- The Grants/Finance Manager must have a minimum of three years’ experience directly managing grants administrator and/or accounting technician staff persons.
- The Grants Administrator may substitute five years’ experience administering Federal and State grants in lieu of a Bachelor of Arts degree.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is regularly required to use hands to finger, handle, or feel, reach with hands and arms, and talk or hear. The employee is frequently required to stand for prolonged periods of time, walk, sit, climb or balance, and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include normal visual range with or without correction; close vision, distance vision, peripheral vision, depth perception, and ability to adjust focus. Specific hearing abilities required are normal audio range with or without correction.

MENTAL DEMANDS

While performing the duties of this job, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; performs highly detailed work; deals with multiple concurrent tasks; and interacts with others encountered in the course of work.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. May work out in the field when needed. May require availability to work a flexible schedule, including occasional evenings or weekends.

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San Luis Obispo Regional Transit Authority
Job Description

JOB TITLE: Human Resources Officer
DEPARTMENT: Administration
REPORTS TO: Deputy Director/Chief Financial Officer
FLSA STATUS: Exempt, At-Will
EFFECTIVE DATE: January 2, 2019

JOB SUMMARY

Under the direction of the Deputy Director/Chief Financial Officer, performs a variety of activities involved in personnel management activities; performs a wide variety of administrative and analytical services in the risk management program, including payroll; employee-related insurance, employee safety, workers' compensation and employee benefit programs; and perform other related work as required. This position reports to the Deputy Director/Chief Financial Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Works on all types of employee insurance coverage including health insurance, disability insurance, life insurance, unemployment insurance and worker's compensation insurance; act as RTA's liaison with third party administrators;
- Organizes employee recruitment and retention programs, including conducting interviews and hiring employees, and recommending disciplinary actions;
- Assists with employee counseling concerning disciplinary issues, personnel problems, grievances and appeals in both a collective bargaining environment and a non-organized labor environment;
- Manages employee leave program including the management of FMLA and the disability interactive process;
- Manages the payroll process and prepares management reports;
- Investigates complaints of discrimination and harassment;
- May assist in the training and development of administrative staff members;
- Ensures human resources activities comply with established standards, policies, procedures, legal and legislative requirements;
- Ensures proper and timely resolution of office, personnel, and business issues, conflicts and discrepancies;
- Assists in the formulation and development of human resources policies, procedures and programs;
- Participates in the preparation and maintenance of a variety statistics, records, reports and files; and
- Communicates with other departments, businesses, governmental agencies and the employee union to exchange information, coordinate activities and resolve issues or concerns related to the human resources activities of the agency.

DISTINGUISHING CHARACTERISTICS

Factors affecting the position allocation include: level and complexity of work, independence of action and decision making, and supervision received and exercised. Incumbents, under general supervision, perform or assist in the performance of a wide range of duties including: payroll; insurance claims monitoring and benefits administration; making preliminary recommendations on insurance benefits, workers' compensation, and risk management programs; recruitment, wage and salary administration.

EMPLOYMENT STANDARDS

Knowledge of basic principles of risk management; principles and practices of personnel administration; effective interviewing practices; recruitment, selection and retention processes.

Ability to coordinate, evaluate and promote a wide variety of benefit programs; interpret laws and regulations; accumulate and analyze data and complete comprehensive reports; understand, interpret and apply personnel laws, rules, regulations, standards and procedures; collect data, analyze its objectivity, present it clearly and prepare sound recommendations and reports; establish effective working relationships; communicate effectively both orally and in writing.

EDUCATION/EXPERIENCE

Graduation from an accredited four-year college or university with a degree in business administration, personnel administration, safety or industrial engineering, human development or a closely related field, and two years of experience at a professional level performing a wide variety of administrative and business management activities.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, manipulate, handle, feel or operate objects, tools or controls; reach with hands and arms; and perform repetitive movements of hands or wrists. The employee is regularly required to bend and twist at the neck, reach with hands and arms. Occasional standing, walking, overhead reaching and lifting up to 50 pounds unaided is required. Specific visual abilities required for this job include close vision, distance vision, and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this job, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems;

uses math and mathematical reasoning; performs highly detailed work; deals with multiple concurrent tasks; and interacts with others encountered in the course of work.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. May work out in the field when needed. May require availability to work a flexible schedule.

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**San Luis Obispo Regional Transit Authority
Job Description**

JOB TITLE: Operations Manager
DEPARTMENT: Operations
REPORTS TO: Executive Director
FLSA STATUS: Exempt, At-Will
EFFECTIVE DATE: December 17, 2018

JOB SUMMARY

Provides department level planning, management and leadership to the Operations Department, while supporting the goals and objectives of the RTA and its subsidiary operations (Paso Express, South County Transit, and rural services funded by SLOCAT). Responsible for the supervision of all Operations staff, performing administrative tasks, and developing and managing programs, policies and procedures to ensure that RTA consistently provides high quality customer service. While the Safety/Training Manager and Lead Supervisor report directly to the Operations Manager, the Operations Manager is ultimately accountable for all Operations Department personnel, including employees who serve in passenger service operations, dispatch, safety, training, and customer service positions. The Operations Manager reports to the Executive Director, and serves on the Director's four-person Executive Team.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assists the Administration Department to select, train, motivate and evaluate assigned personnel, including staff represented under a collective bargaining agreement (CBA); ensures that Supervisors understand all provisions in the CBA as well as employee policies, rules and regulations for bargaining unit employees; works with employees on performance issues; responds to staff questions and concerns; effectively recommends and implements disciplinary and other personnel actions.
- Assists in the development and implementation of goals, objectives, policies, and priorities for departmental functions and activities.
- Develops, analyzes and evaluates existing and proposed transit policies and procedures to ensure that RTA, its subsidiary operations and any contractors are in compliance with all federal, state and local regulations, laws and mandates.
- Assists in the development of procurement documents and grant proposals for various technical projects and programs, and review subsequent proposals submitted by vendors.
- Assists in developing and managing the department's annual budget; directs the forecast of funds needed for staffing, equipment, materials, and supplies.
- Administers various contracts for DOT Alcohol and Substance Abuse reporting and overall program compliance.
- Plans, coordinates and directs the safety, training and incident prevention program; establishes annual safety and training goals; oversees the driver safety awards

recognition program; serves as the DMV Administrator for the Employer Testing Program; oversees Bus Operator training staff members.

- Manages risk and investigations relating to customer comments, collisions and passenger injuries. Completes all reporting and participates in litigation proceeding that might be required after an incident.
- Responsible for overall operations planning, including the design and development of schedules, blocks, runs and paddles; assists with the development of route maps and public timetables for internal and external use.
- Participates in Board of Directors meetings and other public engagement activities throughout the area; prepares and presents various operations performance related reports.
- Manages the GPS-based Intelligent Transportation Systems data for planning and reporting purposes.
- Performs related duties as assigned by the Executive Director.

QUALIFICATIONS

To perform this job successfully, must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must have knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the transit operations function.
- Policies, procedures and terminology related to the transit/transportation field.
- Operations and services provided by a public transit agency.
- Transit planning and operations practices, including route scheduling and run cutting using automated scheduling and operator management software and/or CAD/AVL system.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles of clear, effective and professional report writing.
- Principles of budget preparation and control.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to transit operations, including training/safety, drug and alcohol testing, Americans with Disabilities Act, and labor relations.
- Terms and conditions within labor agreements relevant to workforce managed.
- Methods and techniques of evaluating operational efficiencies and making recommendations for improvements.
- Operational characteristics of vehicles and equipment used by public transit agencies.

- Principles and practices related to the safe, efficient and effective transportation of a diverse range of passengers.
- Driving safety regulations and Vehicle Code provisions governing the work.
- Managerial principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Techniques for providing a high level of customer service.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation including computers and software relevant to the work performed.

EDUCATION AND EXPERIENCE

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree from an accredited four-year college or university with major coursework in transportation management or logistics, business administration, public administration or a related field, and six (6) years' increasingly responsible professional transit program experience, including two (2) years in a management capacity.

PHYSICAL AND MENTAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, manipulate, handle, feel or operate objects, tools or controls; reach with hands and arms; and perform repetitive movements of hands or wrists. The employee is regularly required to bend and twist at the neck, reach with hands and arms. Occasional standing, walking, overhead reaching and lifting up to 50 pounds unaided is required. Specific visual abilities required for this job include close vision, distance vision, and the ability to adjust focus.

Mental Demands

While performing the duties of this job, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; performs highly detailed work; deals with multiple concurrent tasks; and interacts with others encountered in the course of work.

Work Environment:

The employee works in an office environment where the noise level is usually quiet. May work out in the field when needed. May require availability to work a flexible schedule.

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San Luis Obispo Regional Transit Authority
Job Description

JOB TITLE: Operations Supervisor
DEPARTMENT: Operations
REPORTS TO: Lead Operations Supervisor
FLSA STATUS: Non-Exempt, At-Will
EFFECTIVE DATE: July 1, 2018

JOB SUMMARY

Under the direction of the Lead Operations Supervisor, Operations, this position is responsible for the safe and efficient delivery of RTA/SCT Fixed Route, Trolley, County Dial-a-Ride and Runabout services to RTA/SCT customers and the communities that we serve. This position combines responsibility for the dispatch, road supervision, and operations support functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plans, organizes, schedules, and assigns work for daily service delivery; ensures standard operating and safety procedures are observed; coordinates vehicle usage requirements with maintenance and safety/training departments and/or outside vendors/contractors; maintains Class B CDL with passenger and air brake endorsements for backup bus operation as needed;
- Conducts field investigation for all accidents and incidents and works with the Manager of Safety and Training on accident/incident investigation and follow-up with bus operators; follow company accident investigation and reporting protocol
- Ensures that the quality of daily service delivery meets or exceeds RTA/SCT's performance standards; Conducts field observation of service and ensures that service quality exceeds RTA/SCT service standards. Ensures that all work rules, policies and operating bulletins are enforced; Sets up detours based on field observations and scheduled events and works with dispatch on appropriate detours and schedule adjustments and dissemination of pertinent information to RTA/SCT customers;
- Investigates and responds to customer comments; responsible for addressing customer inquiries in the field and the resolution of customer comments and issues that arise during the course of field observations.

QUALIFICATIONS

To perform this job successfully, a candidate must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

- Analytical - Uses intuition and experience to complement data; Designs work flows and procedures. Design - Generates creative solutions.
- Problem Solving - Identifies and resolves problems in a timely manner; Develops alternative solutions; Works well in group problem solving situations.
- Technical Skills - Assesses own strengths and weaknesses; Pursues training and

development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others. Customer Service - Responds to requests for service and assistance.

- Versed in all aspects of RTA/SCT operations and other area transit agencies;
- Oral Communication - Speaks clearly and persuasively; Listens and gets clarification; Responds well to questions.
- Team Work - Balances team and individual responsibilities; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives.
- Written Communication - Writes clearly and informatively; Fosters good relations with and encourages collaboration and mutual respect; Able to read and interpret written information.
- Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Gives appropriate recognition to others.
- Managing People - Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Improves processes, products and services.
- Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.
- Visionary Leadership - Inspires respect and trust.
- Cost Consciousness - Works within approved budget and minimizes overtime; Develops and implements cost saving measures; Conserves organizational resources.
- Diversity - Shows respect and sensitivity for cultural differences;
- Ethics - Works with integrity and ethically; Upholds organizational values.
- Organizational Support - Follows policies and procedures; Supports organization's goals and values.
- Adaptability - Able to deal with frequent change, delays, or unexpected events.
- Dependability - Commits to long hours of work when necessary to reach goals; schedule may include working early morning/late evenings and weekends; Completes tasks on time or notifies appropriate person with an alternate plan. Innovation
- Innovation - Develops innovative approaches and ideas. Judgment - Exhibits sound and accurate judgment; Makes timely decisions.
- Planning/Organizing - Organizes or schedules other people and their tasks. Professionalism - Reacts well under pressure; Treats others with respect and consideration regardless of their status or position.
- Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance.
- Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

EDUCATION and/or EXPERIENCE

- Associate Degree (A.A.) or equivalent from a two-year college or technical school preferred.
- Transit Safety Institute certifications in instruction and/or accident investigation preferred.
- Three years related experience and/or training.
- Equivalent combination of education and experience.

Language Ability:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence.

Math Ability:

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills:

To perform this job successfully, an individual should have knowledge of Word Processing software; Spreadsheet software; Inventory software; Internet software and Database software.

Certificates and Licenses:

Must obtain an active California Class B driver's license with appropriate endorsements within 6 months of appointment and maintain licensure throughout employment; Must pass a DOT physical and drug alcohol screen.

Supervisory Responsibilities:

Directly supervises RTA/SCT Fixed Route, Trolley and Runabout Operators; Carries out supervisory responsibilities in accordance with the organization's vision policies and applicable laws. Responsibilities include supervising and counseling employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to work near moving mechanical parts and fumes or airborne particles. The employee is occasionally exposed to toxic or caustic chemicals; outdoor weather conditions and risk of electrical shock. The noise level in the work environment is usually moderate to loud.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands to fingers, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk; sit; climb or balance and stoop, kneel, crouch, or crawl. The employee must regularly lift and /or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include Close vision, Distance vision, Peripheral vision, Depth perception and Ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this job, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; performs highly detailed work; deals with multiple concurrent tasks; and interacts with others encountered in the course of work.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. May work out in the field when needed. May require availability to work a flexible schedule.