



## RTA BOARD AGENDA

Wednesday, March 4, 2015  
BOARD OF SUPERVISORS' CHAMBERS  
COUNTY GOVERNMENT CENTER  
1055 Monterey Street, San Luis Obispo, California 93401  
RTA starts at 8:30 am

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

# Addendum: Supplemental Information

**President: Debbie Arnold**

**Vice President: Jan Howell Marx**

Board Members:

Frank Mecham (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)  
Jim Guthrie (Arroyo Grande)

Tom O'Malley (Atascadero)  
John Shoals (Grover Beach)  
Jamie Irons (Morro Bay)  
Fred Strong (Paso Robles)  
Shelly Higginbotham (Pismo Beach)  
Jan Howell Marx (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 781-4472. Please note that 48 hours advance notice will be necessary to honor a request.

### CALL TO ORDER AND ROLL CALL

**PUBLIC COMMENTS:** This portion of the agenda is reserved for any members of the public to directly address the San Luis Obispo Regional Transit Authority (RTA) 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 Present RTA Group Photograph to Past President Higginbotham (Recognition)
- A-2 Executive Director's Report (Receive)

### B. ACTION AGENDA

- B-1 Fiscal Year 2016 and 2017 Budget Assumptions (Action)
- B-2 Extend Lease for RTA Operating Facility at 179 Cross St., San Luis Obispo Through 2022 With One Additional Amendment (Action) **Supplemental information—First amendment to lease.**

**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 October 15, 2014 (Approve)
- C-2 RTA Board Meeting Minutes of January 7, 2015 (Approve)
- C-3 Draft RTAC Meeting Minutes of January 15, 2015 (Approve)
- C-4 Contract with Sunrise Consulting for ITS Project Management (Approve)
- C-5 Resolution Authorizing Executive Director to Submit Application for FTA 5311 Funds (Approve)
- C-6 Transfer of RTA Vehicle Number 1106 to SLO Transit (Approve)

**D. CLOSED SESSION:** The RTA Board shall recess into closed session for a conference with Legal Counsel regarding:

- Conference with Labor Negotiator (CA Government Code Section 54957.6(a))
  - Negotiating Party: Debbie Arnold
  - Unrepresented Employee: Executive Director

**E. BOARD MEMBER COMMENTS**

Next regularly-scheduled RTA Board meeting on May 6, 2015

**FIRST AMENDMENT TO LEASE  
B-2**

This First Amendment to Lease ("First Amendment") is made the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between LTC/SLO, LTD., a California Limited Partnership ("Lessor") and San Luis Obispo Regional Transit Authority, a Joint Powers Authority ("Lessee"); and is effective as of the date signed by the President of the San Luis Obispo Regional Transit Authority ("Effective Date").

WITNESSETH:

**WHEREAS**, Lessor and Lessee entered into that certain lease dated September 1, 2006 and fully executed on October 18, 2006 ("Lease"), wherein Lessee leased, pursuant to the terms and conditions set forth therein, the premises commonly known as 179 Cross Street, San Luis Obispo, California ("Premises"); and

**WHEREAS**, the Commencement Date of the Lease was January 1, 2007 and the Original Term of the Lease is for ten years and two months from the Commencement Date and expires on February 28, 2017, ("Expiration Date"); and

**WHEREAS**, the parties now wish to extend the lease and amend certain provisions of it as described herein this First Amendment.

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

1. Paragraphs 1.3 and 3.1 through 3.4 (Term) of the Lease are hereby deleted in their entirety and replaced with the following:

**3. Term.** The Original Term of the lease commenced on January 1, 2007 and expires on February 28, 2017. As evidenced by the parties' mutual execution of this First Amendment to Lease, an extension to the Original Term has been agreed to and exercised by the parties. The extension will commence on March 1, 2017 and shall continue for 60 months until February 28, 2022 unless otherwise terminated pursuant to provisions of the Lease or this First Amendment to Lease.

**3.1 Early Termination By Lessee.** At its option, beginning January 1, 2019, and continuing thereafter, Lessee may deliver notice of its intent to terminate the Lease prior to its expiration. Such early termination will be effective 13 months following: (i) Lessee's delivery of such notice; and (ii) Lessee's payment to Lessor of an early termination penalty of 5 months of Rent with the Base Rent at the then-current rental rate at the same time the notice is delivered.

2. A new paragraph 65 is added as follows:

**65. Base Rent Commencing July 1, 2016.**

Commencing on July 1, 2016, and upon expiration of each 12 months thereafter, Base Rent shall be adjusted based on any change in the Consumer Price Index for All Urban Consumers as set forth by the Bureau of Labor Statistics of the Department of Labor for "All Items" within the Los Angeles-Riverside-Orange County area in the preceding 12 month period. In no event shall the Base Rent decrease, and the parties agree that the monthly Base Rent increase shall not be less than 1.5% in comparison to the previous year, nor more than 5.0% in comparison to the previous year. Paragraph 64, above, shall become null and void when replaced by this paragraph 65 on July 1, 2016.

3. Except as set forth herein, all other terms and conditions in the Lease shall remain in full force and effect. In the event any term or condition herein conflicts with any other provision in the Lease, the term and condition herein shall control.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date signed below.

**LESSOR**

LTC/SLO, LTD.,

a California Limited Partnership

By: Cornerstone Development, LLC,  
its General Partner

By: \_\_\_\_\_  
Richard H. Paul, Jr.  
Manager Member

Dated: \_\_\_\_\_

**LESSEE**

San Luis Obispo Regional Transit Authority  
a Joint Powers Agency

By: \_\_\_\_\_  
Debbie Arnold  
President

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Geoff Straw  
San Luis Obispo Regional Transit Authority  
Executive Director

Dated: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL EFFECT:**

By: \_\_\_\_\_

Timothy McNulty, Esq.  
Counsel to San Luis Obispo Regional Transit Authority

Dated: \_\_\_\_\_