



RTA BOARD AGENDA

Wednesday, May 7, 2025 at 10:00 AM

NOTE START TIME

**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: Jimmy Paulding

Board Members:

Vice President: Carla Wixom

John Peschong (First District – SLO County)
Bruce Gibson (Second District – SLO County)
Dawn Ortiz-Legg (Third District – SLO County)
Jimmy Paulding (Fourth District – SLO County)
Heather Moreno (Fifth District – SLO County)
Aileen Loe (Arroyo Grande)

Heather Newsom (Atascadero)
Cassi Dee (Grover Beach)
Carla Wixom (Morro Bay)
Fred Strong (Paso Robles)
Ed Waage (Pismo Beach)
Erica Stewart (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) by contacting the RTA offices at (805)541-2228 x4833. Please note that 48 hours advance notice will be necessary to honor a request.

RTA, de acuerdo con la Ley de Estadounidenses con Discapacidades (ADA), acomodará a las personas que requieran una modificación de la adaptación para participar en esta reunión. RTA también se compromete a ayudar a las personas con dominio limitado del inglés a acceder a los servicios públicos esenciales de la agencia y a la información pública en español. Para solicitar una adaptación, por favor llame al (805)541-2228 x4833. Requerimos al menos 48 horas de anticipación para proporcionar adaptaciones razonables.

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.

EMPLOYEE RECOGNITION

- Employee of the Quarter
- Employee who Attained 10 Year Award

A. CONSENT AGENDA:

- A-1 Draft RTA Executive Committee Meeting Minutes April 2, 2025 (Information)
- A-2 RTA Board Meeting Minutes of March 5, 2025 (Approve)
- A-3 RTAC Minutes of January 16, 2025 and Draft for April 10, 2025 (Information)

- A-4 Agreement for County Auditor/Controller Services (Approve)
- A-5 Updated RTA Title VI Policy and DBE Program (Approve)
- A-6 Contract Renewal – AGP Video Production of Board Meetings (Approve)
- A-7 RTAC Bylaws Revisions (Approve)
- A-8 Procure Trolley; Declare Four Vehicles Surplus (Approve)
- A-9 Agreement with Token Transit for Mobile Ticketing Services (Approve)
- A-10 Arroyo Grande Park-Out Facility Lease Extension (Approve)
- A-11 Vehicle Loan Agreement with ModelOne for e-Van (Approve)
- A-12 Procurement of Classification and Compensation/Benefits Study (Approve)
- A-13 Update to the RTA Drug and Alcohol Policy (Approve)
- A-14 Procure Phase 2 Electric Vehicle Servicing Equipment (Approve)

B. INFORMATION AGENDA:

- B-1 Executive Director’s Report (Receive)

C. ACTION AGENDA:

- C-1 PUBLIC HEARING – Adopt Short-Range Transit Plan, and Consider Proposed Fare and Service Changes (Approve)
- C-2 Fiscal Year 2025-26 Operating and Capital Budget (Approve)

D. CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)
Agency designated representatives: Geoff Straw, Executive Director
Employee organization: Teamsters Local Union No. 986

BOARD MEMBER COMMENTS

The next regularly-scheduled RTA Board meeting is scheduled for July 9, 2025



San Luis Obispo Regional Transit Authority

Executive Committee Meeting

Minutes 4/2/2025

A-1

Members Present: Jimmy Paulding, District 4 Supervisor, **President**
Carla Wixom, City of Morro Bay, **Vice President**
Fred Strong, City of Paso Robles, **Past President**

Members Absent: None

Staff Present: Geoff Straw, Executive Director
Tania Arnold, Deputy Director/CFO
Anthony Kalvans, Administrative Assistant
Jenna Morton, RTA Counsel

Public Present: Eric Greening

1. **Call to Order and Roll Call: President Paulding** called the meeting to order at 11:25 a.m. and roll call was taken. A quorum was present.

2. **Public Comment:**
Mr. Eric Greening opened his comment by saying that he is always impressed with RTA. He then raised a concern regarding the road construction impacting bus service through downtown Atascadero. **Mr. Straw** said that the RTA is currently working with Atascadero city staff regarding the construction.

3. **Closed Session:** None

4. **Consent Items**
A-1 Executive Committee Meeting Minutes of December 11, 2024 (Approve)
Public Comment:
There was no public comment given on this item.

Mr. Paulding motioned to approve, seconded by **Mr. Strong**. There was a unanimous consensus of those present to approve the meeting minutes as is.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
JIMMY PAULDING	X		
FRED STRONG	X		
CARLA WIXOM	X		

5. **Information Items:**

B-1 Executive Director’s Report (Verbal, Receive)

Mr. Straw started his report by informing the committee of the status update for the projects related to the electric battery bus program. He also highlighted that the Short-Range Transit Plan (SRTP) outreach is ongoing and that a grant for electric buses is being held up due to staffing issues at the federal level.

Mr. Paulding said that he was contacted by New Tech High School in Nipomo regarding changes to Route 10 and mentioned that he was doing a town hall where the RTA could join and address those concerns.

Ms. Wixom asked about the ridership for the 8:33pm Route 10 Southbound trip.

Public Comment:

No public comment was received regarding this item.

6. **Action Items:**

C-1 Fiscal Year 2025-26 Operating and Capital Budget (Approve)

Ms. Arnold presented the RTA budget and noted the combined budget for all services the RTA operates is included. It was also noted that staff anticipates adding one additional express trip to Route 9 and 10.

Public Comment:

No public comment was received regarding this item.

Mr. Strong motioned to approve, seconded by **Mr. Paulding**. There was a unanimous consensus of those present to approve Action Item C-1 as is.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
JIMMY PAULDING	X		
FRED STRONG	X		
CARLA WIXOM	X		

C-2 Procurement of Classification and Compensation/Benefits Study (Approve)

Mr. Straw presented the item and noted that the RTA has never done a comprehensive compensation study. The study would cover CBA employees as well, with the goal to benchmark with other agencies.

Public Comment:

No public comment was received regarding this item.

Mr. Paulding motioned to approve, seconded by **Ms. Wixom**. There was a unanimous consensus of those present to approve Action Item C-2 as is.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
JIMMY PAULDING	X		
FRED STRONG	X		
CARLA WIXOM	X		

May 7th, 2025, Draft RTA Board Agenda

Mr. Straw presented the draft agenda and said that item A-14 would be split into A-14 and A-15.

Mr. Paulding asked if the proposed service changes will be on the agenda. **Mr. Straw** said that they would be under item C-1.

Public Comment:

Mr. Greening said that he was glad that the 8:33 Route 10 Southbound departure may not get eliminated.

Mr. Paulding motioned to approve the draft agenda. Seconded by **Mr. Strong**. The motion passed unanimously of those present.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
JIMMY PAULDING	X		
FRED STRONG	X		
CARLA WIXOM	X		

7. Adjournment

The meeting was adjourned at 11:50 AM.

Next RTA Executive Committee Meeting: **June 4, 2025**

Respectfully Submitted,

Acknowledged by,

Anthony Kalvans
Administrative Assistant

Jimmy Paulding
RTA Board President 2025

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DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
BOARD MEETING MINUTES OF MARCH 5, 2025
A-2

BOARD MEMBERS PRESENT:

KASSI DEE, CITY OF GROVER BEACH
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
AILEEN LOE, CITY OF ARROYO GRANDE
HEATHER NEWSOM, CITY OF ATASCADERO
JIMMY PAULDING, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (President)
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO
ERICA STEWART, CITY OF SAN LUIS OBISPO
FRED STRONG, CITY OF PASO ROBLES (Past President)
ED WAAGE, CITY OF PISMO BEACH
CARLA WIXOM, CITY OF MORRO BAY (Vice President)

BOARD MEMBERS ABSENT:

HEATHER MORENO, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO
DAWN ORTIZ-LEGG, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, DEPUTY DIRECTOR/CFO
JON ANSOLABEHERE, SAN LUIS OBISPO COUNTY COUNSEL
ANTHONY KALVANS, ADMINISTRATIVE ASSISTANT
ANDY WYLY, MAINTENANCE AND FACILITIES MANAGER
MARY GARDNER, MARKETING AND COMMUNITY RELATIONS MANAGER
SHELLY HORTON, LEAD OPERATIONS SUPERVISOR
MADISON BENDER, BUS OPERATOR

CALL MEETING TO ORDER, ROLL CALL: Vice President Wixom called the meeting to order at 9:32 AM. Roll call was taken, and a quorum was present.

PUBLIC COMMENT:

Mr. Eric Greening submitted an electronic comment to the RTA regarding his support for the items on the agenda and his opposition to reducing bus service on Route 10.

EMPLOYEE RECOGNITION:

Mr. Straw introduced RTA Lead Operations Supervisor Shelly Horton to present the Employee of the Quarter. **Mrs. Shelly Horton** introduced Bus Operator Madison Bender. **Ms. Bender** said she loved working at RTA and believes that the service provided is important for the community, especially Runabout. **Mr. Straw** noted that Ms. Bender has been working at RTA for over two years and has been nominated almost every quarter.

Mr. Straw also recognized Bus Operator Sylvia Medina for 20 years of service, including no collisions, and Carol Woodard for 10 years of service. In addition, **Mr. Straw** recognized both Luis Trejo and Stephanie Wiggins for earning an Outstanding Achievement Award.

Public Comment:

There was no public comment received for this item.

A. CONSENT AGENDA:

- A-1 RTA Executive Committee Meeting Minutes December 11, 2024 (Information)
- A-2 Joint SLOCOG/RTA Board Meeting Minutes of January 8, 2025 (Approve)
- A-3 RTA Board Meeting Minutes of January 8, 2025 (Approve)
- A-4 2025 Summer Youth Ride Free Program (Approve)
- A-5 Employment Agreement with Executive Director (Approve)
- A-6 Authorize Revised SB125 Cooperative Agreement and Contactless Fare Program Agreements (Approve)
- A-7 Authorize Agreement for Bus Engine Replacements (Approve)
- A-8 Authorize Agreement for Bus Charging & Electrification Study Services (Approve)
- A-9 Mid-Year FY24-25 Strategic Business Plan Results (Receive)
- A-10 Authorize Procurement of CAD/AVL System for Demand Response Services (Approve)

Public Comment:

There was no public comment received regarding this item.

Board Member Gibson made a motion to approve consent agenda item A-1 through A-10 with the proposed changes, and **Board Member Waage** seconded the motion. The motion passed unanimously of those present via roll call vote.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
KASSI DEE	X		
BRUCE GIBSON	X		
AILEEN LOE	X		
HEATHER MORENO			X
HEATHER NEWSOM	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING (President)	X		
JOHN PESCHONG	X		
ERICA STEWART	X		
FRED STRONG (Past President)	X		
ED WAAGE	X		
CARLA WIXOM (Vice President)	X		

B. INFORMATION AGENDA:

B-1 Executive Director’s Report (Receive)

Mr. Straw presented a slide show highlighting major RTA updates. He touched on the timeline for consolidating Morro Bay Transit and Atascadero Dial-A-Ride into the RTA, the positive progress in Bus Operator recruitment, the ongoing capital projects, and the growing bus ridership. **Mr. Straw** specifically noted that ridership for RTA’s Regional Routes is up 6.7% over last year, and Paso Robles local fixed-routes are up 25% over pre-pandemic numbers.

Vice President Wixom thanked Mr. Straw for the report.

Board Member Aileen Loe asked if the ridership subsidy is paid for by the federal government. **Mr. Straw** said subsidies are paid for by local, state, and federal funds.

Public Comment:

There was no public comment received regarding this item.

B-2 Battery-Electric Bus Operational Results (Receive)

Mr. Straw presented the background of the Battery Electric Buses (BEBs) and displayed a chart comparing the financial costs between the BEBs and the diesel fleet. He noted that both the older diesel buses and the BEBs cost more to operate than the newer diesel buses in the fleet, but he also noted that the customers like the BEBs more and they have better on-time performance.

Vice President Wixom thanked Mr. Straw for the report.

Board Member Loe was curious about the maintenance costs and noticed that the costs improved over time. **Mr. Straw** stated that he expects costs to be lower for the BEBs as maintenance and operations staff become more familiar with the buses, and by managing energy consumption better during peak power demand periods.

Public Comment:

There was no public comment received regarding this item.

B-3 Summary of Short-Range Transit Plans Working Papers (Receive)

Mr. Straw introduced **Ms. Genevieve Evans** from LSC Transportation Consultants, and **he** gave a brief introduction regarding the purpose of a Short-Range Transit Plan (SRTTP).

Ms. Evans expanded on the introduction and gave an overview of the recommendations. She explained that there are both financially constrained and a financially unconstrained portions in the Plan. Some of the recommendations that were financially constrained included increasing midday service to Cal Poly on Route 9 Southbound, introducing school tripper service in Paso Robles and South County, and bringing back Route A service in Paso Robles on Saturday.

Ms. Evans went over the recommendations for the RTA's fare structure. The fare structure recommendation included streamlining bus fares, eligibility verification for discounted bus fares, and transitioning to the Cal-ITP contactless fare-capping system.

Ms. Evans then explained that the capital plan recommendations include fleet replacement, and new transfer points in San Luis Obispo and South County. It was noted that an improved South County transfer point would allow all South County Routes and RTA Route 10 to potentially meet at the same place. In addition, a new San Luis Obispo transfer would allow all routes serving the city to meet at the same time.

Vice President Wixom thanked staff for the report.

Board Member Erica Stewart said that she was supportive of the transit center concept and loved the idea of contactless payments. However, she raised concerns about the unbanked and underbanked, and wanted to make sure that the cash options were still available. **Mr. Straw** said paying by cash would still be available for the regular bus fare.

Board Member Loe asked about the City of Santa Maria not electing to pass through the FTA funds. **Mr. Straw** said that that happened in April of 2024. A discussion ensued about what Santa Maria Transit is considering.

Board Member Paulding asked if there was anything that can be done as a stop-gap measure for the Route 10 service reductions. **Mr. Straw** said that the RTA can conduct outreach and solicit feedback, which would be discussed under item C-4.

Public Comment:

There was no public comment received regarding this item.

C. ACTION AGENDA:

C-1 Fiscal Year 2025-26 Budget Assumptions (Approve)

Ms. Tania Arnold presented the budget assumptions. She noted that State Transit Assistance funding is down 15%. She touched on the uncertainties that the RTA faces including construction on Highway 101, liability insurance costs, and federal funding. Among key issues, she noted that implementing the SRTP, fully incorporating Morro Bay and Atascadero into the RTA, and assisting SLOCOG with SeniorWAV were on the list.

Vice President Wixom thanked staff for the report.

Public Comment:

There was no public comment received regarding this item.

Board Member Strong made a motion to approve action agenda item C-1 and **Board Member Stewart** seconded the motion. The motion passed unanimously of those present via roll call vote.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
KASSI DEE	X		
BRUCE GIBSON	X		
AILEEN LOE	X		
HEATHER MORENO			X
HEATHER NEWSOM	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING (President)	X		
JOHN PESCHONG			X
ERICA STEWART	X		
FRED STRONG (Past President)	X		
ED WAAGE	X		
CARLA WIXOM (Vice President)	X		

C-2 Agreement to Operate Atascadero Dial-A-Ride Services (Approve)

Mr. Straw provided background on Atascadero’s Dial-A-Ride service. He noted that Bus Operator interviews would be happening in March and consolidation to take effect on June 22nd, 2025.

Public Comment:

There was no public comment received regarding this item.

Vice President Wixom thanked Mr. Straw for the report.

Board Member Heather Newsom made a motion to approve action agenda item C-2 and **Board Member Bruce Gibson** seconded the motion. The motion passed unanimously of those present via roll call vote.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
KASSI DEE	X		
BRUCE GIBSON	X		
AILEEN LOE	X		
HEATHER MORENO			X
HEATHER NEWSOM	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING (President)	X		
JOHN PESCHONG			X
ERICA STEWART	X		
FRED STRONG (Past President)	X		
ED WAAGE	X		
CARLA WIXOM (Vice President)	X		

C-3 Environmental Documentation for Inductive Charging Stations (Approve)

Mr. Straw provided background regarding the need for inductive charging stations due to the long distances traveled by RTA intercity buses. He noted several locations that the RTA is looking at for inductive charging including the Paso Robles Transit Center, SLO Government Center, Morro Bay Transit Center, Santa Maria Transit Center, and the RTA’s bus maintenance facility.

Mr. Straw asked the Board to accept the notice of exemption, file the notice with the county, and proceed with project development.

Vice President Wixom thanked Mr. Straw for the report.

Board Member Kassi Dee asked where the power for the inductive chargers would come from. **Mr. Straw** said that power would come from the grid, although we expect challenges working in the public rights-of-way.

Public Comment:

There was no public comment received regarding this item.

Board Member Ed Waage made a motion to approve action agenda item C-3 and **Board Member Dee** seconded the motion. The motion passed unanimously of those present via roll call vote.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
KASSI DEE	X		
BRUCE GIBSON	X		
AILEEN LOE	X		
HEATHER MORENO			X
HEATHER NEWSOM	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING (President)	X		
JOHN PESCHONG			X
ERICA STEWART	X		
FRED STRONG (Past President)			X
ED WAAGE	X		
CARLA WIXOM (Vice President)	X		

C-4 Public Participation Process – Fare and Service Changes (Approve)

Mr. Straw gave an overview of the RTA fares. He noted that the last fare change was in 2017 and previously proposed changes in 2020 were shelved due to the COVID pandemic.

Mr. Straw proposed a multi-pronged approach for outreach including public workshops across the region, pop up meetings at transit centers, social media, and on-bus notices. He said that comments will be summarized and presented at the May 7th public hearing. He also asked for additional ideas.

Vice President Wixom thanked Mr. Straw for the report.

Board Member Loe asked if there would be an opportunity for a workshop in Arroyo Grande. **Mr. Straw** said he can reach out to the City Councils.

Board Member Stewart noted that workshops are not always the most attended and asked about additional ways to reach out to the public including talking with low-income providers, flyers, bilingual outreach, and Cal Poly. **Mr. Straw** said that he could work with CAPSLO and noted the work that RTA does with Marlene Cramer at Cal Poly to get information out to their students.

Board Member Dee thanked staff for their hard work and noted how long it currently takes for people to get from Grover Beach and Oceano to San Luis Obispo. **Mr. Straw** said that improvements could be realized with the SRTP recommended consolidated transit center.

President Paulding said he was looking forward to engaging with the public.

Public Comment:

There was no public comment received regarding this item.

Board Member Waage made a motion to approve action agenda item C-4 and **Board Member Fred Strong** seconded the motion. The motion passed unanimously of those present via roll call vote.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
KASSI DEE	X		
BRUCE GIBSON	X		
AILEEN LOE	X		
HEATHER MORENO			X
HEATHER NEWSOM	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING (President)	X		
JOHN PESCHONG			X
ERICA STEWART	X		
FRED STRONG (Past President)	X		
ED WAAGE	X		
CARLA WIXOM (Vice President)	X		

D. CLOSED SESSION ITEMS: CONFERENCE WITH LEGAL COUNSEL

There were no items on the closed session agenda for the Board to review.

E. BOARD MEMBER COMMENTS:

There were no Board member comments given.

The meeting was adjourned at 11:03 AM.

Next regularly scheduled RTA Board meeting is **May 7, 2025**.

Respectfully Submitted,

Acknowledged by,

Anthony Kalvans, Administrative Assistant

Jimmy Paulding, RTA President 2025

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
REGIONAL TRANSIT ADVISORY COMMITTEE
JANUARY 16, 2025
APPROVED MINUTES
C-1

Members Present:

Janeen Burlingame	Morro Bay Transit
Marlene Cramer	Cal Poly (in at 2:25pm)
Mark Dariz	Runabout/DAR Representative
Eric Greening	Fixed Route Representative
Omar McPherson (<i>Chair</i>)	South County Transit (SCT)
Mary Gardner	City of Paso Robles

Members Absent:

Josh Roberts	County of San Luis Obispo
Vacant	Cuesta College
Anel Perez	Atascadero Transit
Alex Fuchs (<i>Vice Chair</i>)	SLO Transit
Todd Katz	Fixed Route Alternate Rep.

Staff Present:

Geoff Straw	RTA
Tania Arnold	RTA
Anthony Kalvans	RTA
Lance Okuno	SLOCOG

- 1. CALL MEETING TO ORDER, ROLL CALL:** Chair Omar McPherson called the meeting to order at 2:05 PM and roll call was taken. A quorum was not established at time of roll call. Quorum was later established at 2:25pm.
- 2. PUBLIC COMMENTS:**
There were no public comments given for items not on the agenda.
- 3. ELECTION OF OFFICERS: Elect RTAC Chair & Vice Chair 2025**
Mr. Eric Greening nominated Mr. Omar McPherson for Chairperson and **Ms. Mary Gardner** seconded the nomination. A voice vote was taken, and the motion was approved by unanimous consent of those present.

Chair McPherson nominated Mr. Alex Fuchs for Vice Chairperson and **Ms. Gardner** seconded the nomination. A voice vote was taken, and the motion was approved by unanimous consent of those present.
- 4. Annual ADA Appeal Committee Assignment**
Chair McPherson: introduced the item and said that there have been no application appeals.

Mr. Eric Greening moved to keep the ADA committee members the same. The motion was seconded by **Mr. Mark Dariz**. A voice vote was taken, and the motion was approved by unanimous consent of those present.

A. INFORMATION AGENDA ITEMS:

A-1 Executive Director's Report (Verbal, Receive)

Mr. Geoff Straw introduced his report and gave an overview on the status of the battery electric buses. He specifically highlighted that the RTA was taking a cautious approach and watching costs. He noted that the RTA has five more battery electric buses on order.

Mr. Straw also noted some operational updates including efforts to replace the legacy dispatching software and CalITP fare capping program. In addition, he noted that the RTA's personalized trip plans were a success.

Ms. Janeen Burlingame asked if the regions status of being a tech desert will improve. **Mr. Straw** said that it will as more agencies switch over to newer technology.

Mr. Greening asked if the RTA has specialists to work on the battery electric buses. **Mr. Straw** noted that all employees are trained to work on the buses and that RTA sets high standards.

A-2 Member Comments / Reports from Jurisdictions (Receive)

Mr. Greening thanked the Bus Operators for their hard work, and asked if the Margarita stop on the route 9 had reopened since road construction finished. **Mr. McPherson** said yes. **Mr. Greening** also brought up the county hazard mitigation plan and expressed his concern about transit dependent riders being stranded during an emergency. A discussion ensued between the RTAC members about ideas and strategies to support transit dependent riders during emergencies.

Ms. Marlene Cramer reported that Cal Poly is working on a circulation plan to accommodate future campus growth. She also asked about the impacts that the Grand Avenue road diet has had on route on-time performance. **Mr. McPherson** noted that the road diet has increased travel times in and out of campus. A discussion ensued regarding what could be done to protect the routes on time performance.

A-3 Discuss Short Range Transit Plan (Verbal)

Mr. Straw introduced the item and said that SLO Transit has just finished all their working papers while RTA is almost done with a review of the marketing paper coming shortly. He cautioned that there will not be drastic changes to the RTA's service, however staff is looking at bringing back express trips.

Mr. Straw also said that with the consolidation of Morro Bay Transit with RTA on June 1st there will be additional work done to consider the Morro Bay SRTP elements.

Mr. Greening noted that the SRTP talked about the route 12 going down Los Osos Valley Road and highlighted the RTA's historical route 13. The route 13 operated on that corridor and ended at Higuera and Suburban.

A discussion ensued about RTA's route 12 and Cuesta College's new bus stop.

A-4 Review FY24-25 Budget Assumptions and Discuss FY25-26 Budget Calendar (Receive)

Ms. Tania Arnold introduced the item and said that there will be a summary page that will explain all the service that the RTA is operating and noted that the budget format will be reconciled with the SRTP's recommendations. **Ms. Arnold** highlighted some major spending categories in the budget including fuel and insurance. She noted that fuel costs have been lower with the new vendor and that insurance costs will be a risk factor as the value of buses continues to increase.

A discussion ensued about electric bus efficiency and operational performance in the cold weather.

B. ACTION AGENDA ITEMS:

There were no action items for the Committee to consider.

C. CONSENT AGENDA ITEMS:

C-1 RTAC Minutes of January 18, 2024 (Approve)

C-2 RTAC Minutes of March 13, 2024 (Approve)

C-3 RTAC Minutes of June 5, 2024 (Approve)

C-4 RTAC Minutes of October 16, 2024 (Approve)

Mr. Greening said that the minutes were great and had only some minor corrections. **Ms. Cramer** also noted in the minutes the spelling of the MTC chair should be David Figueroa.

Mr. Greening made a motion to approve the minutes with changes, **Mr. Dariz** seconded the motion. A voice vote was taken, and the motion was approved by unanimous consent of those present.

D. ADJOURNMENT AND COMMITTEE COMMENTS:

Mr. McPherson adjourned the meeting at 3:42 p.m.

Next Meeting: April 10, 2025

Future Meeting Date: July 17, 2025, October 16, 2025, and January 15, 2026

Respectfully Submitted,

Acknowledged by,

Anthony Kalvans
Administrative Assistant

Omar McPherson
RTAC Chairperson 2025

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
REGIONAL TRANSIT ADVISORY COMMITTEE

APRIL 10, 2025

DRAFT MINUTES

C-1

Members Present:

Janeen Burlingame	Morro Bay Transit (in at 2:07pm)
Marlene Cramer	Cal Poly
Mark Dariz	Runabout/DAR Representative
Eric Greening	Fixed-Route Representative
Alex Fuchs (<i>Vice Chair</i>)	SLO Transit
Todd Katz	Fixed-Route Representative (Alternate)
Omar McPherson (<i>Chair</i>)	South County Transit (SCT)
Christopher Mutshnick	Cuesta College
Catherine Piatti	City of Paso Robles
Darcy Price	Atascadero Transit

Members Absent:

Anna Montgomery	County of San Luis Obispo
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Staff Present:

Tania Arnold	RTA
Anthony Kalvans	RTA
Lance Okuno	SLOCOG

1. **CALL MEETING TO ORDER, ROLL CALL:** Chair Omar McPherson called the meeting to order at 2:01 PM. Roll call was taken, and a quorum was established.
2. **PUBLIC COMMENTS:**
There were no public comments given for items not on the agenda.
3. A. INFORMATION AGENDA ITEMS:

A-1 Deputy Director/CFO's Report (Verbal, Receive)

Ms. Tania Arnold introduced her report and gave an overview of the ongoing consolidation efforts with Morro Bay Transit and the Atascadero Dial-A-Ride. She also noted that hiring is moving forward in a positive direction.

Ms. Arnold discussed the electric charging study is moving forward and discussed the budget impacts.

Mr. Greening welcomed the news about the Atascadero Dial-A-Ride consolidation and asked if the RTA will be working on coordination between Route 9 and the Dial-A-Ride. **Ms. Arnold** said that the RTA plans to keep everything status quo for both Atascadero and Morro Bay services until the RTA can determine how the systems currently function and then will work with the jurisdictions on changes, if any, based on the data the RTA has received.

A-2 Member Comments / Reports from Jurisdictions (Receive)

Ms. Marlene Cramer reported that Cal Poly is preparing for their open house and noted that 7,000 people RSVP'd to attend. Grand Avenue will temporarily be closed between Vista Grande and the Kennedy Library for their parade. The closures will mean that SLO Transit and RTA will have to reroute their buses routes that serve the campus.

Ms. Catherine Piatti reported that the Paso Robles bus pass outlet has been moved from the City Hall Annex to City Hall itself.

Mr. Mark Dariz reported that the City of Atascadero hopes to have its road construction finished before their tamale festival.

Mr. Greening expressed his concerns about unpredictability coming from the federal government and its impact on transit.

Mr. Alex Fuchs reported that SLO Transit's Short Range Transit Plan will go before their Council next week, with their finance plan going before the Council in June. He also noted that six new Gillig buses are almost ready for delivery, and that April 25th is National Get on Board Day.

Mr. Christopher Mutshnick introduced himself as the Cuesta College representative and said that the main administration building is on track to be open in the fall. It was noted that the Cuesta College bus stop will shift to the front of the campus once the building opens.

Ms. Janeen Burlingame said that Morro Bay is working on transitioning their bus service into RTA and a short range transit plan.

Ms. Darcy Price said that she is excited for Atascadero's Dial-A-Ride to join RTA.

A-3 Discuss Proposed Service & Fare Changes (Verbal)

Ms. Arnold introduced the item and noted that staff, including Operations Supervisors are handing out information and surveys at bus stops. She noted that over one hundred responses have been received to date and highlighted some of the initial feedback that has been received when discussing the proposal with riders. She also noted that paper bus passes will continue to be available, even with the proposed service and fare changes.

Mr. Greening made a comment about SLO Transit's B loops and connectivity with the RTA, which is included in the SLO Transit SRTP. He also said that he hopes RTA will keep the 8:33pm Route 10 southbound trip, even if it only goes to Nipomo. He also said that he is glad cash will still be an option under the new fare system; noting that the proposed fare change will reduce the need for riders to carry coins. **Mr. Greening** also inquired about how the proposed fare changes will impact Runabout fares. **Mr. McPherson** noted that the fare changes would only impact Runabout trips that are region based, while local trips would remain unchanged.

Mr. Fuchs asked when the survey period would close. **Ms. Arnold** said that April 24th is the tentative last day and if surveys are received after, they will be noted in the presentation to the Board on May 7th.

B. ACTION AGENDA ITEMS:

B-1 Fiscal Year 2025-26 Operating and Capital Budget (Recommend)

Ms. Arnold introduced the operating and capital budget and noted that the RTA is waiting on the Federal Transit Administration to approve grants but staff does anticipate the grants moving forward based on conversations with FTA Region 9 staff.

Ms. Arnold highlighted key issues impacting the budget. These issues include construction on Highway 101, liability costs, Runabout operational costs, and staffing and retention.

Ms. Arnold highlighted the major fund sources for RTA. She noted that State Transit Assistance funding (STA) is down, Local Tax Funding (LTF) is also down, and Federal funding is solid at this moment. **Ms. Arnold** went on to discuss that the RTA was looking at implementing the constrained version of the Short-Range Transit Plan.

Mr. Todd Katz asked what specifically LTF funding is. **Ms. Arnold** said it is a portion of sales tax funding.

Mr. Greening asked if Morro Bay and Atascadero Transit employees who transfer to work for RTA will be part of the upcoming Union contract. **Ms. Arnold** said yes they would be part of the union contract, and that they will have protected status for their current route bids for the first year after consolidation.

Ms. Arnold explained the RTA's budget formatting and the revision to the federal capital revenue breakdown, that it is designed to align with SLOCOG's formatting.

Mr. Greening made a motion to approve item B-1, **Mr. Fuchs** seconded the motion. The motion passed unanimously of those present via roll call vote.

B-2 Proposed RTAC Bylaws Revisions (Recommend)

Ms. Arnold introduced the Bylaw revisions noting that the RTAC has struggled to meet quorum requirements. The revisions will address those quorum challenges and clean up wording throughout the document. One change that she highlighted was adding SLOCOG as a member of the RTAC.

Mr. Greening expressed his support for the revisions and asked for clarification between the appointing authority and the title of the designated member.

A discussion ensued regarding whether the RTAC needed a member to directly represent seniors or other groups. **Ms. Arnold** noted existing appointing authorities have multiple alternates represent them.

Mr. Greening made a motion to approve item B-2, **Ms. Cramer** seconded the motion. A voice vote was taken, and the motion was approved by unanimous consent of those present.

C. CONSENT AGENDA ITEMS:

C-1 RTAC Minutes of January 16, 2025 (Approve)

Mr. Greening made a motion to approve the minutes, **Ms. Burlingame** seconded the motion. A voice vote was taken, and the motion was approved by unanimous consent of those present.

D. ADJOURNMENT AND COMMITTEE COMMENTS:

Mr. McPherson adjourned the meeting at 3:16 p.m.

Next Meeting: July 17, 2025

Future Meeting Date: October 16, 2025, and January 15, 2026

Respectfully Submitted,

Acknowledged by,

Anthony Kalvans
Administrative Assistant

Omar McPherson
RTAC Chairperson 2025

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 7, 2025

STAFF REPORT

AGENDA ITEM: A-4

TOPIC: Agreement for County Auditor/Controller Services

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Authorize Board President and Executive Director to Execute the 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. Last fiscal year, the annual rate was \$6,922; the rate for FY25-26 is proposed at \$7,157 – an annual increase of 3.4%.

Staff Recommendation

Authorize the RTA Board President and Executive Director execute the agreement for County Auditor/Controller Services.

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April 1, 2025

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 2025-2026 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, 2026.

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 \$7,157. The cost increase over the prior year is attributed to a change in the Consumer Price Index (CPI-U) of 3.4%, based on the Los Angeles-Long Beach-Anaheim region and using July as a base month. 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 _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 7, 2025

STAFF REPORT

AGENDA ITEM:

A-5

TOPIC:

Updated RTA Title VI Policy and DBE Program

PRESENTED BY:

Tania Arnold, Deputy Director and CFO

STAFF RECOMMENDATION:

- 1. Approve the updated Title VI Policy Statement and Plan as Presented, Including Ratification of the Resolution in Appendix J.**
- 2. Authorize the Executive Director to Approve the Updated DBE Plan as Presented.**

BACKGROUND/DISCUSSION ON TITLE VI:

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 Statement and Plan was originally adopted by the RTA Board in September 2010 to meet Federal Transit Administration (FTA) regulations. In order to maintain compliance with current FTA regulations, a transit agency's Title VI Plan must be updated every three (3) years. The RTA Board last approved an updated Plan at its May 4, 2022 meeting.

The Title VI regulations can be found in [FTA Circular 4702.1.B](#). Attached is a clean version of the updated Title VI Policy, as well as a red-lined version to assist in identifying track changes from the previously adopted policy.

BACKGROUND/DISCUSSION ON DBE:

In September 2010, the RTA's initial Disadvantaged Business Enterprise (DBE) Program was adopted to meet FTA regulations. The FTA DBE program now has two tier designations, and the RTA falls under Tier 1. Tier I recipients are those recipients that will award prime contracts exceeding a cumulative total value of \$670,000 in FTA funds in a federal fiscal year, excluding transit vehicle purchases, pursuant to Section 1101(b) of the Transportation Equity Act for the 21st Century and 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

In order to maintain compliance with current FTA regulations, there are various revisions and updates that are needed, including adding a policy statement that is signed and dated by the Executive Director, steps to foster small business participation, steps the agency will take if the DBE goal is not met in a given year, and that appeals be sent to the US DOT within ninety (90) days of the decision being issued.

Staff Recommendation

1. Approve the updated Title VI Policy Statement and Plan as presented, including ratification of the Resolution in Appendix J.
2. Authorize the Executive Director to approve the updated DBE plan as presented.



253 Elks Lane
San Luis Obispo, CA 93401
(805) 541-2228 Fax (805) 781-1291
www.slorta.org

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

TITLE VI PLAN

ADOPTED: (pending May 7, 2025~~4, 2022~~)

AUGUST 1, 2025~~2~~ – JULY 31, 2028~~4~~

Contact Information:

Tania Arnold
Deputy Director/Chief Financial Officer
Office: 805.781.4833
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 (RTA) 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 RTA 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
253 Elks Lane
San Luis Obispo, California 93401**

II. TITLE VI INFORMATION DISSEMINATION

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

Title VI information is disseminated to the RTA employees annually via the Employee Education form (see Appendix A) in payroll envelopes. This form reminds employees of the RTA'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 RTA'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 RTA 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 RTA'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 [Procedures and Forms](#) are available in both [English](#) and [Spanish](#) on the RTA Civil Rights website:- <http://www.slorta.org/about-rta/civil-rights-information/> (See Appendix C). [These forms](#) may be used to submit the complaint information. The complaint may be filed in writing with the RTA at the following address:

**Title VI Coordinator
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
253 Elks Lane
San Luis Obispo, California 93401**

NOTE: The RTA 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. This form is also available on the RTA website.

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 RTA will be directly addressed by the RTA. The RTA 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 RTA shall make every effort to address all complaints in an expeditious and thorough manner.

1. 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.
2. The RTA will advise the US Department of Transportation within thirty (30) days of receipt of the allegations. The following information will be included in the notification:
 - a. Name, address and phone number of the complainant
 - b. Names(s) and address(es) of the alleged discriminating official(s)
 - c. Basis of the complaint (i.e. race, color or national origin)
 - d. Date when the alleged discrimination took place
 - e. Date when complaint was received by the RTA
 - f. A statement of the complaint
 - g. Other agencies (state, local or federal) where the complaint has been filed
 - h. An explanation of the planned investigative process that the RTA plans to take to resolve the issue in the complaint
3. Within forty-five (45) days of the receipt of the complaint, the Title VI Coordinator will conduct an investigation of the allegation and, based on the information obtained, will offer a recommendation for action in a report to the Executive Director. The complaint should be resolved in an informal way when possible and which will be recorded in the summarized report of the findings.
4. Within sixty (60) days of the receipt of the complaint, the Title VI Coordinator 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 RTA, 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 sixty (60) working days of receipt of such complaints, if not sooner. A copy of the final written response will be provided to the US Department of Transportation.

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**

What is the tracking system?

The RTA's Title VI Coordinator will maintain a Complaint Intake Log for all Title VI complaints received establishing the race, color, or national origin or protected class of the complainant; the identity of the recipient; the nature of the complaint; the date of the investigation, lawsuit, or complaint; a summary of the allegations; the status of the investigation, lawsuit or complaint; and actions taken in response to the investigation, lawsuit or complaint. This log will be maintained electronically in accordance with FTA guidance at the RTA offices and will be available for review.

VI. LIMITED ENGLISH PROFICIENCY (LEP) PLAN

The 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 K for the LEP Plan.

Vital documents, as defined by the Federal Transit Administration (FTA), and are considered vital by the RTA, are those documents that provide access to essential services and include but are not limited to schedules, ride guides and public hearing notices. The Title VI complaint form and notice of a person's rights under Title VI are also considered vital documents. All vital documents translated into Spanish will be available via the RTA's website, by mail, or in person at the RTA's office.

VII. COMMUNITY OUTREACH/PUBLIC PARTICIPATION PLAN

As a recipient of Federal transportation funding from the FTA, the RTA is required to develop a Public Participation Plan (PPP) in accordance with 49 U.S.C Section 5307. The RTA, in collaboration with the San Luis Obispo Council of Governments (SLOCOG), informs the public of service changes and other important activities which pertain to the RTA's service through a specific dissemination process. The following outlines the strategies and procedures that the RTA uses to encourage and include public participation in its decision-making process.

The RTA 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 RTA 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 RTA from time to time have on-board survey hand-outs to customers for their feedback about a variety of issues.

Public Hearing and Comment Period for Fare Increase or Major Service Change

The RTA shall maintain an open and participative process including the consideration of public comment before any fare increase or major service change. The RTA has a policy and procedure for public comment regarding fare or service changes which is included in Appendix H.

Public Noticing Requirements

Public notices shall inform the public of proposed actions which initiated the public comment process, how comments will be received, and, if applicable, the locations, dates, and times of scheduled public hearings or workshops. Prior to any public hearing or comment period, a public notice will be prepared and sent to the local media. At a minimum, this legal notice will be published in the local newspaper of general circulation. The RTA will also post a copy of the public notice, along with dates and times of any public hearing or workshop, on the RTA's public website. In addition, notices may be posted on any bus or transit facility to further inform the public of an opportunity to participate in any fare increase or major service change decision making process. Transit riders of routes proposed for adjustment will be further notified of the public comment process by an appropriate combination of on-vehicle flyers, posters, pamphlets, electronic rider alerts, e-mails, and other available means as determined by staff for each scenario.

Scheduling Public Hearing or Workshop Locations and Times

As funding allows, transit service adjustments that have system-wide implications may require multiple public meeting times and locations in order to maximize convenience to riders that are affected. To the greatest extent possible, public meetings will be scheduled at locations in proximity to the area(s) affected by the proposed adjustments, and in proximity to regular bus routes. All facilities utilized for public workshop will be accessible to persons with disabilities. All major service changes and fare adjustments shall be adopted at a public hearing of the RTA Board.

When proposed service adjustments will affect only a limited area, efforts will be made to schedule the meeting at a location near the affected area. Meetings will be scheduled to begin at a convenient time, usually midday and/or early evenings.

Procedure for Conducting Public Workshops

Comment forms will be offered to attendees at any public hearing or workshop to register their presence and desire to speak, or as an alternate method of providing their written comments. Public workshops will begin with a welcome and introduction of staff present. The purpose, proceedings, and proposed actions which necessitated the public hearings will be explained for clarification. When the explanation of proposed actions is completed, the public will be invited

to offer their comments. All persons wishing to comment will have the opportunity to do so. This offering will precede the close of the public workshop.

Documentation of Public Hearings

Official records of the RTA’s public workshops on fare increases, major service changes, or any unmet transit needs will be generated and presented to the Board of the RTA and SLOCOG at a regularly scheduled meeting. Records of all public comments will be maintained on file.

Addressing Public Comments Received

All comments, received either in writing or verbally during a public hearing, workshop, or comment period, or as otherwise conveyed to the RTA prior to an established date for the Board’s decision regarding any proposed major service change or fare increase, will be entered into the public record of the comment process. Staff will evaluate and analyze all relevant comments received to see whether they are reasonable to meet.

Outreach to Engage Minority and Limited English Proficient Populations

The RTA will continue assessing the language needs of citizens in its service area. To the greatest extent possible, to elicit public participation from minority and Limited English Proficient (LEP) populations, the RTA will engage in the following outreach activities:

- Schedule meetings at times and locations that are convenient and accessible for minority and LEP communities
- Employ different meeting sizes and formats
- Coordinate with the community- and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities
- Consider radio, television, or newspaper ads on stations and in publications that serve LEP populations
- Provide opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.

Summary of Outreach Efforts Made Since Last Title VI Program Submission

Below is a summary of specific outreach efforts made in the last three years (since the last Title VI Program submission):

~~January 2020—Public Hearing on South County Transit Short Range Transit Plan~~

~~February 2020—participate in SLOCOG Public Hearing: Unmet Transit Needs~~

~~March 2020—Customer perception survey completed with over 500 responses~~

~~April 2020—Public Hearing to declare COVID-19 Fiscal Emergency~~

~~April 2020—Public Hearing with the San Luis Obispo County Board of Supervisors for the RTA incurring indebtedness for the purposes of financing the new bus maintenance facility~~

~~February 2021—participate in SLOCOG Public Hearing: Unmet Transit Needs~~

~~February 2022—participate in SLOCOG Public Hearing: Unmet Transit Needs~~

- ~~February 2023 – participate in SLOCOG Public Hearing: Unmet Transit Needs~~

~~•~~

- [September 2023 – Public Hearing regarding the 2024-2026 DBE Goal Methodology](#)
- [October 2023 – Customer perception survey completed in English and Spanish with about 200 responses](#)
- [November 2023 – Short Range Transit Plan stakeholder workshop](#)
- [January 2024 – Short Range Transit Plan stakeholder workshop](#)
- [February 2024 – participate in SLOCOG Public Hearing: Unmet Transit Needs](#)
- [March 2024 – Joint meeting of the Regional Transit Advisory Committee with the San Luis Obispo Mass Transportation Committee on the Short-Range Transit Plan Update](#)
- [June 2024 – Public Outreach on the Short-Range Transit Plan Update in the Nipomo, and the Cities of Paso Robles and San Luis Obispo](#)
- [June 2024 – Joint meeting of the Regional Transit Advisory Committee with the San Luis Obispo Mass Transportation Committee on the Short-Range Transit Plan Update](#)
- [October 2024 – Joint meeting of the Regional Transit Advisory Committee with the San Luis Obispo Mass Transportation Committee on the Short-Range Transit Plan Update](#)
- [February 2025 – participate in SLOCOG Public Hearing: Unmet Transit Needs](#)
- [May 2025 – \(scheduled\) Public Hearing on Fare and Service Changes](#)
- Ongoing - Annual Budget Public Hearings

The RTA 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.

The RTA relies upon the SLOCOG, the Metropolitan Planning Organization (MPO) to meet the public participation requirements for the Federal Transportation (FTA) Program of Projects (POP).

VIII. ACTIVE INVESTIGATION, LAWSUIT OR COMPLAINT

The RTA 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.

Subrecipients shall submit Title VI Programs to the primary recipient from whom they receive funding, in order to assist the primary recipient in its compliance efforts, on a schedule to be determined by the primary recipient. In the event an entity receives funds from more than one primary recipient, the subrecipient shall submit Title VI Programs to all primary recipients from which it receives funds. Chapters III, IV, V, and VI and appendices detail the specific information that shall be included in Title VI Programs, based on recipient characteristics.

The RTA recognizes the need to monitor their subrecipients' compliance with the FTA circular. The RTA does pass funding to a subrecipient, the City of Atascadero. This relationship necessitates compliance monitoring, which is conducted annually and noted on the subrecipient site visit monitoring form. The City of Atascadero Title VI program was adopted in 2019. Effective June 22, 2025, the City of Atascadero is consolidating service into the RTA and will no longer be a subrecipient.

Subrecipient Assistance and Monitoring

The RTA conducts the following subrecipient procedures and protocols to facilitate subrecipient compliance with [FTA Circular 4702.1B](#):

The Grants department will notify subrecipient management of applicable policies and procedures and provide instructions and timelines for how the RTA staff will monitor subrecipients' Title VI compliance in accordance with the FTA circular. The procedures state that the RTA staff will provide any assistance requested to assist subrecipient's full implementation of their program by:

- notifying the subrecipients of their responsibilities;
- offering resources and information as needed, and provide technical assistance as requested, to support subrecipient's development of a Title VI program, including staff support from the RTA;
- checking in monthly until the subrecipient's Title VI program is adopted by their governing body; and
- conducting annual compliance checks to verify subrecipient's compliance with their Title VI program.

X. BOARD DEMOGRAPHICS

RTA Board of Directors is all elected members. Therefore, this does not apply.

~~XI. EQUITY ANALYSIS FOR BUILDING SITE~~

~~The RTA current bus maintenance facility located at 253 Elks Lane, San Luis Obispo, CA 93401 and during the planning process, the RTA completed the Equity Analysis which was adopted by the RTA Board on July 10, 2019 which included a public hearing. See Appendix L for the full analysis.~~

~~The Executive Summary of that Equity Analysis states:~~

~~Prior to constructing new facilities, recipients of federal transportation funding must consider how the location of a proposed facility may impact the affected minority and low-income community. While the impacts of constructing and operating a facility need to be environmentally analyzed for potential impacts, the selection of the site location must also be scrutinized to ensure that the site was selected in a non-discriminatory manner.~~

~~As required by Title VI of Civil Rights Act of 1964, the RTA has conducted a Fixed Facility Equity Analysis intended to ensure that the location of the planned new Bus Maintenance Facility was selected without regard to race, color, or national origin. In addition, as required under Executive Order 12898 *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, staff has completed a parallel review to ensure minority and low-income populations are not disproportionately affected by the selection of the preferred site.~~

~~Along with data and studies undertaken as part of the environmental review process, the RTA has determined that the selection of the proposed Bus Maintenance Facility site at 253 Elks Lane in San Luis Obispo would not result in a disparate impact to minority or low-income populations.~~

XII. RESOLUTION APPROVING TITLE VI PLAN

A copy of this resolution can be found in Appendix J 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, and 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. Demand Response (DR) does not have load standard but the RTA's procedure is we try to maximize boarding whenever possible to increase efficiencies.

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. DR service does not allow any passenger to be on a vehicle in a single trip more than two hours. The dispatch software parameter is set to flag dispatchers if a trip is close to, or will exceed, the two hour limits.

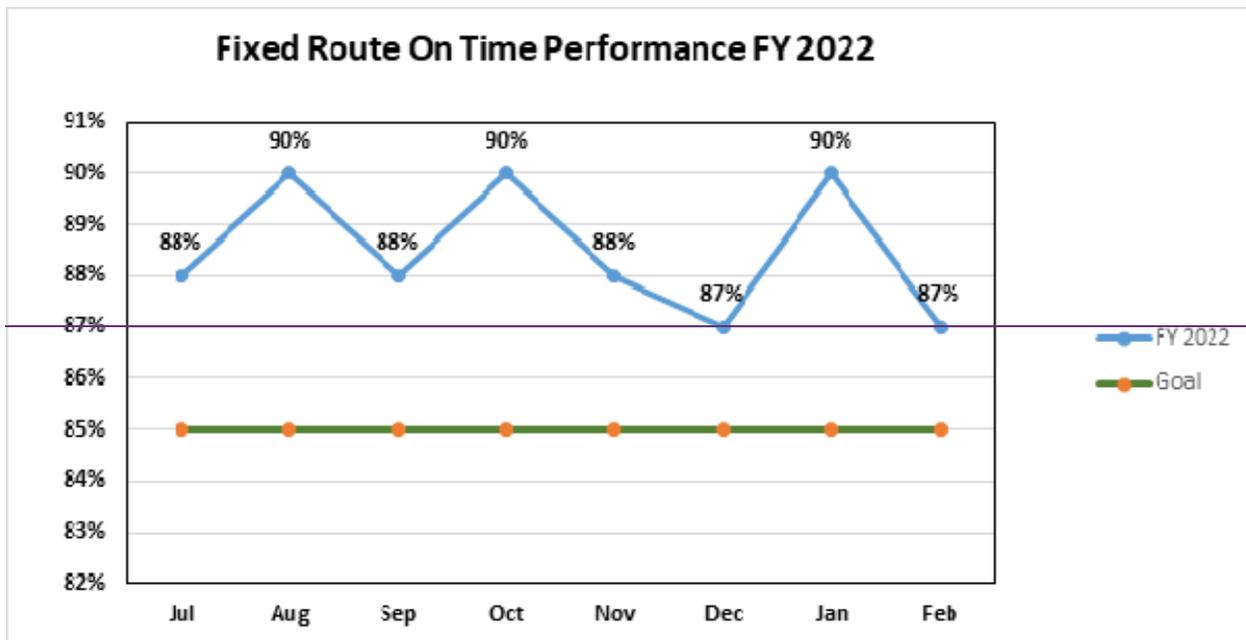
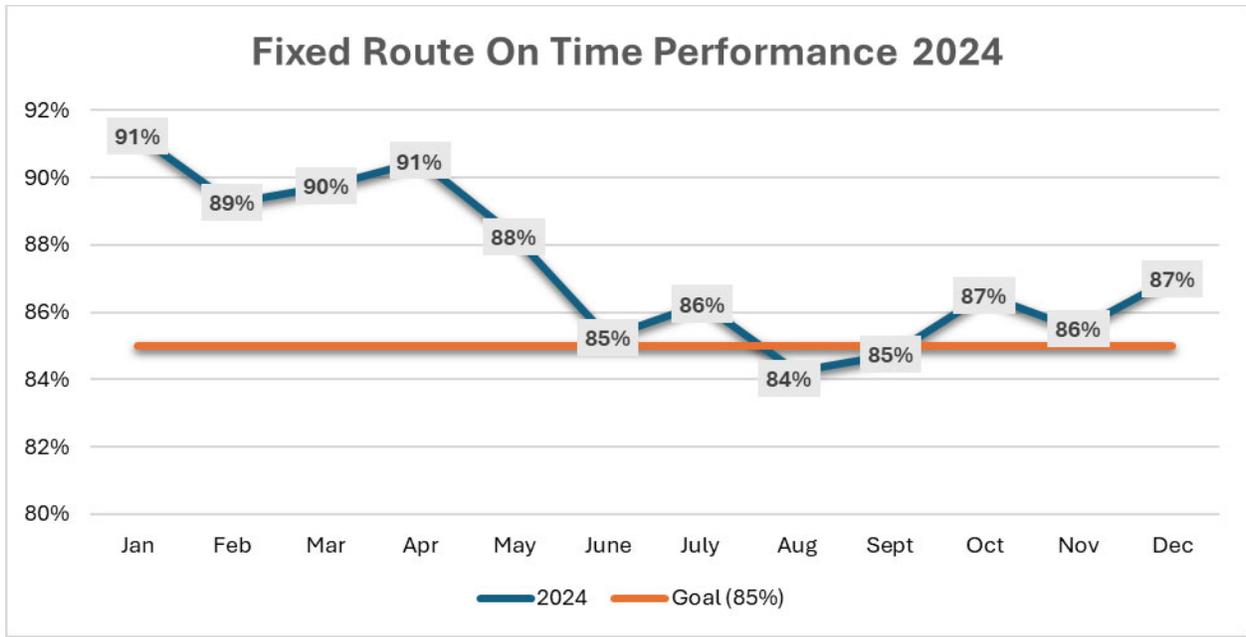
Scheduling involves the consideration of a number of factors including: ridership productivity, transit/pedestrian friendly streets, density of transit-dependent population and activities, relationship to the Regional Transportation Plan, relationship to major transportation developments, land use connectivity,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

On-Time Performance Standards (OTP)

Fixed route on-time performance service is defined as no later than six (6) minutes from any time point in the published schedule, ~~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 following On-Time Performance (OTP) standards identified in the RTA's Strategic Business Plan (SBP) shall apply to regularly-scheduled / year-round fixed-route services and shall be 85% or greater.

~~The goal is now 85% or greater set by RTA's Strategy Business Plan (SBP) after gaining more reliable information from the ITS system. In 2024, the RTA has met its goal with an average of 87% OTP and of 85% and will look at adjusting the SBP standard to 90% in an effort to work at continuing to improving the timeliness of its service.~~



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

DR 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 ~~2024~~^{FY 22}, achieving an overall OTP result of ~~998.4%~~^{998.4%}. Staff will continue to monitor Runabout's OTP to ensure we continue to achieve this strong result.

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

Fixed Route 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 fixed route buses are equipped with air conditioning, next stop LCD screens, automated stop announcement systems and computer-aided design (CAD) and automatic vehicle locator (AVL) systems.

DR bus assignment take into account the characteristics of the pick-up and drop-off location for each client and whether the clients have a mobility device or not. The DR service is provide in two types of vehicle; Low Floor Minivans and Ford F250 Cutaways.

Transit Amenities Policy

Installation of transit amenities along fixed route bus routes are based on the number of passenger boardings and alightings at bus stops and stations along those routes. DR service does not have specific bus stop locations with transit amenities, however RTA drivers provide a visual assessment and any hazards are ~~but an assessment is done and~~ reported to dispatch if there are any safety issues when a passenger is ~~we~~ picked up or dropped-off ~~passenger~~. These issues are then inputted into our dispatch system and it is noted on each drivers manifest the service that location.

XV. RTA DOES MEET THE REMAINING CRITERIAS

Demographic and service profile maps and charts

Demographic ridership and travel patterns, collected by surveys

Results of their monitoring program and report, including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis

A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy

Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis

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 RTA 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 _____ Local Court _____

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
253 Elks Lane
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
253 Elks Lane
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
253 Elks Lane
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 (RTA) 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 RTA 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 the RTA, 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
253 Elks Lane
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 states: “No person in the United States 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.”

San Luis Obispo Regional Transit Authority (RTA) respects civil rights and operates its programs and services without regard to race, color or national origin. RTA is committed to complying with Title VI requirements in all of its programs and services. For more information on the Title VI transit obligations, contact RTA as listed below.

Making a Title VI Complaint

Any person who believes he/she has been subjected to discrimination in the delivery of or access to public transportation services on the basis of race, color, or national origin, may file a complaint with the San Luis Obispo Regional Transit Authority. Such complaint must be filed in writing with RTA no later than 30 days after the alleged discrimination. For information on how to file a complaint, contact RTA as listed below.~~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
253 Elks Lane
San Luis Obispo, California 93401**

For more information, visit our website at www.slorta.org or contact the Title VI Coordinator at (805) 781-4833.

Appendix H **POLICY AND PROCEDURES FOR PUBLIC COMMENT REGARDING FARE OR SERVICE CHANGES**

ORIGINALLY ADOPTED: September 8, 2012

REVISION DATE: March 7, 2018

The San Luis Obispo Regional Transit Authority (RTA) recognizes the importance of considering public input prior to implementing changes to fares and/or service levels. The RTA hereby establishes procedures through which public input shall be solicited and considered. These procedures comply with Federal Transit Administration (FTA) regulations for federally supported transit projects. The RTA transit system is supported in part through funds available through the FTA.

Staff would begin the process of proposing changes by working with City Manager(s) and/or County Public Works officials in affected jurisdictions to identify problems, to develop alternatives, and to ultimately determine the optimal solution(s). This is particularly important in cases where fixed route buses would travel along corridors not currently served or where bus stop changes are being proposed.

The RTA requires solicitation of public comment for the following types of fare or major service changes:

Fare Changes: Any fare increase or decrease is considered a major change and requires solicitation and consideration of public comments.

Fixed Route Service Changes: A change in fixed route transit service is considered a major change if any of the following pertain to the change:

Major Service Restructuring or Realignment: Significant restructuring or realignment of service would include changes to routes that affect at least 25% of the existing route mileage, or relocation or elimination of the existing timed transfer points. Installation of a new bus stop or elimination of existing bus stop is not considered a major service restructuring or realignment.

Major Service Reduction: A major service reduction includes an increase in service headways, decrease in daily operating hours or span of service, or reduction in service days.

ADA Paratransit (Runabout) Service Changes: A change in Runabout service is considered a major change if any of the following pertain to the change:

Service Reduction: A major service reduction is defined as any reduction in span of service (operating hours), reduction in days on which service is available, or reduction in the area served by Runabout.

Service Availability: A major change in service availability is defined as the introduction of revised eligibility criteria for access to the service or introduction of significant changes in procedures for service participation (e.g., introduction of a more rigorous application process).

In all cases defined above, the RTA shall adhere to the following procedures to solicit public input:

- Begin the process of proposing changes by working with City Manager(s) and/or County Public Works officials in affected jurisdictions to determine the optimal solution(s). This is particularly important in cases where fixed route buses would travel along corridors not currently served or where bus stop changes are being proposed.
- Schedule informational meetings to solicit public comment at the Transit Centers during busy boarding times (preferable to busy departure times) and talk to fixed route riders. Staff will include informational materials available for take-away if relevant.
- Inform fixed route riders about upcoming changes on LCD screens on-board the buses, on social media and company website, as well as at top (30) bus stops with email and phone options for feedback. Where appropriate staff will include an online survey for more guided questions and opportunities for analysis.
- Post announcements on fixed route buses and Runabout vans in both English and Spanish.
- Inform group ticket purchasers of changes via phone discussions, including Department of Social Services, school district offices, senior centers, Chamber of Commerce.
- Inform other transit agencies (Morro Bay, SLO Transit, Atascadero, SMAT).
- Schedule a public hearing by the RTA Board of Directors.
- Publish an advertisement in a newspaper or print addition with general local distribution (SLO Tribune, New Times) announcing the public hearing no less than five (5) days prior to the date of the meeting.
- Post announcements of the public hearing in all RTA fixed route or Runabout vehicles at least five (5) days prior to the date of the meeting.
- Present proposed changes at City Councils in affected areas of the County. Present at the County Board of Supervisors as applicable.
- Send letter to Runabout riders who used the service in the previous six months if the change would affect these riders.

- If a fare change is proposed, staff would include information on the “Purchase Passes” section of the RTA webpage.
- Receive and document comments via telephone, email, US mail, text or delivered in person.
- Report in summary format all information received in the public comment process to the RTA Board of Directors as part of the hearing process.

Appendix I Title VI Public Poster

Posters are in all vehicles and the administrative office. They are printed on ledger sized paper (11" x 17") for most locations.

Title VI Policy:



Title VI of the Civil Rights Act of 1964 states: "No person in the United States 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."

San Luis Obispo Regional Transit Authority (RTA) respects civil rights and operates its programs and services without regard to race, color or national origin. RTA is committed to complying with Title VI requirements in all of its programs and services. For more information on the Title VI transit obligations, contact RTA as listed below:

Making a Title VI Complaint

Any person who believes he/she has been subjected to discrimination in the delivery of or access to public transportation services on the basis of race, color, or national origin, may file a complaint with the San Luis Obispo Regional Transit Authority. Such complaint must be filed in writing with RTA no later than 30 days after the alleged discrimination. For information on how to file a complaint, contact RTA as listed below:

CFO/Deputy Director San Luis Obispo Regional Transit Authority
253 Elks Lane, San Luis Obispo, California 93401 (805) 781-4833



Title VI Policy

Title VI of the Civil Rights Act of 1964 states: "No person in the United States 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."

San Luis Obispo Regional Transit Authority (RTA) respects civil rights and operates its programs and services without regard to race, color or national origin. RTA is committed to complying with Title VI requirements in all of its programs and services. For more information on the Title VI transit obligations, contact RTA as listed below.

Making a Title VI Complaint

Any person who believes he/she has been subjected to discrimination in the delivery of or access to public transportation services on the basis of race, color, or national origin, may file a complaint with the San Luis Obispo Regional Transit Authority. Such complaint must be filed in writing with RTA no later than 30 days after the alleged discrimination. For information on how to file a complaint, contact RTA as listed below.

CFO Deputy Director San Luis Obispo Regional Transit Authority
253 Elks Lane, San Luis Obispo, California 93401 805-781-4833

Póliza del Título VI:



Derechos Civiles del Acta de estados de 1964, ninguna persona en los Estados Unidos podrá ser excluida de participar en programas que reciben asistencia financiera Federal, o negar beneficios o ser sujetos a discriminación por causa de raza, color, o origen nacional.

El sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA) respeta los derechos civiles y administra sus programas y servicios sin consideración a raza, color o origen nacional. El sistema de tránsito de San Luis Obispo Regional Transit Authority(RTA) está comprometido a cumplir en todos sus programas con los requicitos del Título VI.

Para más información de las obligaciones de Tránsito del Título VI comuníquese con el sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA) de acuerdo a la información siguiente:

Para presentar una queja del Título VI:

Qualquier persona que cree que ha sido discriminada en el servicio de o acceso a los servicios de transportación pública a base de raza, color o origen nacional, puede presentar una queja con el sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA). Dicha queja puede ser presentada por escrito con RTA a no más tardar de 30 días después de la supuesta discriminación. Para información como presentar una queja, comuníquese con RTA a la información siguiente:

CFO/Deputy Director, San Luis Obispo Regional Transit Authority
253 Elks Lane, San Luis Obispo, California 93401, 805-781-4833

Póliza del Título VI



Derechos Civiles del Acta de estados de 1964, ninguna persona en los Estados Unidos podrá ser excluida de participar en programas que reciben asistencia financiera Federal, o negar beneficios o ser sujetos a discriminación por causa de raza, color, o origen nacional.

El sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA) respeta los derechos civiles y administra sus programas y servicios sin consideración a raza, color o origen nacional. El sistema de tránsito de San Luis Obispo Regional Transit Authority(RTA) está comprometido a cumplir en todos sus programas con los requicitos del Título VI.

Para más información de las obligaciones de Tránsito del Título VI comuníquese con el sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA) de acuerdo a la información siguiente.

Para presentar una queja del Título VI

Qualquier persona que cree que ha sido discriminada en el servicio de o acceso a los servicios de transportación pública a base de raza, color o origen nacional, puede presentar una queja con el sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA). Dicha queja puede ser presentada por escrito con RTA a no más tardar de 30 días después de la supuesta discriminación. Para información como presentar una queja, comuníquese con RTA a la información siguiente.

CFO Deputy Director San Luis Obispo Regional Transit Authority
253 Elks Lane, San Luis Obispo, California 93401 805-781-4833

RESOLUTION ADOPTING A TITLE VI POLICY STATEMENT AND PLAN

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. 252-_____

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, The 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, The 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, The 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 74th day of ~~May 2025~~September 2022.

Resolution No. 22 _____

~~Jimmy Paulding~~Edward Waage
President of the RTA Board of Directors

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Jenna Morton, Legal Counsel
San Luis Obispo Regional Transit Authority

Dated: _____
(Original signature in BLUE ink)

Appendix K

Limited English Proficiency (LEP) Plan Revised 5-1-~~2025~~19

Introduction

This Limited English Proficiency (LEP) Plan has been prepared to address San Luis Obispo Regional Transit Authority's (RTA) 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.

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 ~~20232010~~-2015 America Community Survey Report and determined that ~~48,19447,780~~ persons in San Luis Obispo County [~~17.9~~18.2% of the population] speak a

language other than English. Of this number, ~~16,090~~10,271 persons [6.04%] 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, ~~11,847~~9,473 speak Spanish or Spanish Creole, ~~1,742~~487 speak Asian and Pacific Island languages, and ~~1,466~~174 speak other Indo-European languages and 1,035 speak other 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. In the norther urbanized area, ~~t~~The City of Paso Robles and City of Atascadero has ~~119.8%~~ of adult speakers who speak English less than very well. In the central urbanized area, ~~t~~The City of San Luis Obispo has ~~35.5%~~ of adult speakers who speak English less than very well. And in the south urbanized area, the community of Oceano has 13.8% and Grover Beach City of Nipomo has ~~13.2~~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 number 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 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 a 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;

- 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 [next2019](#) America Community Survey Report is available, or when it is clear that higher concentrations of LEP individuals are present in the RTA service area. [The LEP plan is included in the RTA’s Title VI program and updates will be included in the next submission to the FTA by June 1, 2025.](#) 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
- 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
253 Elks Lane
San Luis Obispo, CA 93401
Phone: 805-781-4833
Fax: 805-781-1291
Email: tarnold@slorta.org (Title VI Coordinator)

~~Appendix L — Equity Analysis for Planned New Bus Maintenance Facility Adopted July 10, 2019~~

~~I. Executive Summary~~

~~Prior to constructing new facilities, recipients of federal transportation funding must consider how the location of a proposed facility may impact the affected minority and low income community. While the impacts of constructing and operating a facility need to be environmentally analyzed for potential impacts, the selection of the site location must also be scrutinized to ensure that the site was selected in a non-discriminatory manner.~~

~~As required by Title VI of Civil Rights Act of 1964, the RTA has conducted a Fixed Facility Equity Analysis intended to ensure that the location of the planned new Bus Maintenance Facility was selected without regard to race, color, or national origin. In addition, as required under Executive Order 12898 *Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations*, staff has completed a parallel review to ensure minority and low-income populations are not disproportionately affected by the selection of the preferred site.~~

~~Along with data and studies undertaken as part of the environmental review process, the RTA has determined that the selection of the proposed Bus Maintenance Facility site at 253 Elks Lane in San Luis Obispo would not result in a disparate impact to minority or low income populations.~~

~~II. Background~~

~~TITLE VI AND ENVIRONMENTAL JUSTICE REQUIREMENTS~~

~~Under Title VI of the Civil Rights Act of 1964, 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. As a recipient of federal funds, the RTA is required to conduct a Fixed Facility Equity Analysis, highlighted in both the federal Title VI guidance¹ and under Title 49 of the Code of Federal Regulation² that is intended to ensure that the location is selected without regard to race, color, or national origin. This analysis must also “give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result.”~~

~~In addition, Executive Order 12898³ *Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations* requires DOT recipients to undertake analyses to ensure adverse impacts do not disproportionately impact minority and low income~~

¹ FTA Circular C4702.1B

² Title 49 CFR Section 21.9(b)(3) and Appendix C, Section (3) (iv)

³ FTA Circular 4703.1

communities. It should be stressed that disproportionately high and adverse effects, not population size, are the bases for environmental justice. While the minority or low-income population in an area may be small, this does not eliminate the possibility of a disproportionately high and adverse effect of a proposed action. Although we present population size in a latter part of this report, the environmental reviews completed to identify and address impacts/mitigations under the California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) are an important element of this evaluation.

POLICIES

The RTA has developed policies and procedures to satisfy all requirements established by federal guidance under FTA Circulars C4702.1B and 4703.1. The RTA's policies were established so that no person would be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity provided by the RTA. The policies also provide for meaningful access to programs for persons with Limited English Proficiency (LEP). The RTA provides public notice of its policy to uphold and assure full compliance with Title VI on their agency website (<https://www.slorta.org/about-rta/civil-rights-information/#title>).

Information regarding the RTA's Title VI policies and the procedures for filing civil rights complaints are provided in English and Spanish.

PROJECT CONTEXT

The RTA is a Joint Powers Authority created by a Joint Powers Agreement with the County of San Luis Obispo, and the Cities of Arroyo Grande, Atascadero, Paso Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo. Pursuant to section 6500 et seq. of the California Government Code, a Joint Powers Authority is established when two or more public agencies by agreement jointly exercise any power common to the contracting agencies. The purpose of the Joint Powers Agreement is to enable the RTA to exercise the common powers of the member agencies to own, operate, and administer a county-wide public transportation system within the boundaries and over the territory within the jurisdiction of the Joint Powers Authority. Specifically, the RTA manages regional fixed route and paratransit services throughout San Luis Obispo County and is contracted by the County of San Luis Obispo and the City of Paso Robles to operate and provide services in the unincorporated areas and the Paso Express fixed route and Paso Robles Dial A Ride services. Five fixed route services run throughout the region from as far north as San Miguel and San Simeon to as far south as Orcutt in Santa Barbara County.

In January 2015, the RTA completed the *Siting Analysis Report*, which provided a summary of the RTA's need for a long-term transit administration, operations, and maintenance facility. The report was intended to inform the RTA Board of Directors and the public, and for the RTA Board of Directors to provide RTA staff with direction, regarding the next steps to develop the project. The *Siting Analysis Report* includes a review of the RTA operations and system needs, and a brief review of several alternative sites considered for the facility.

As described in the *Siting Analysis Report* presented to the RTA Board of Directors at its January 7, 2015 meeting, the RTA has determined that the existing transit administration, operations, and maintenance facility in the City of San Luis Obispo will not support expansions in regional transit service and is inadequate to support existing services efficiently. The existing facility does not contain enough bus maintenance bays, sufficient storage space for batteries and tires, or any potential expansion space. The existing facility is also located at 179 Cross Street, several miles from the downtown San Luis Obispo transit center located at corner of Palm Street and Osos Street, resulting in increased travel costs and poor customer service (Refer to Figure 3). As detailed on page B-2-8 and explained in the *Siting Analysis Report*, RTA staff determined the necessary size (in square feet) of each functional area for the maintenance facility using the *Transit Garage Planning Guidelines* model (SG Associates, Inc. 1987). This information was then presented to the RTA Property Subcommittee, which was comprised of two elected Board of Directors members and supported by RTA staff and technical staff members from the City of San Luis Obispo.

SITE SELECTION CONSIDERATIONS

As detailed in the *Siting Analysis Report*, the site selected for development of a permanent operating base for the RTA should meet several criteria. The site should:

Be located reasonably close to the points at which fixed route buses begin and end revenue service.

Be large enough to support development of required facilities (about 6.0 acres gross area).

Be reasonably level, so that extensive grading is not required.

Have provision of communications, water, electric and sewer service, or access to same.

Be free of hazardous wastes or be capable of remediation at low cost.

Be in an area of compatible land uses (preferably industrial or commercial).

The first criterion—location with respect to the start and end points of revenue service—is necessary to minimize non-revenue (“deadhead”) vehicle miles and vehicle hours. It should be noted that deadhead operating costs occur daily for the life of the facility. Excess deadhead costs can become large over time and can affect the ability to provide service. The RTA route operations now and projected in the future are concentrated in the San Luis Obispo area, while park-outs will be provided in Paso Robles, Arroyo Grande and Cambria to meet local transportation needs. A facility site within or immediately adjacent to the San Luis Obispo urbanized area is therefore necessary, in order to minimize deadhead costs.

~~There are a number of factors indicating that the appropriate site is located in the southern portion of San Luis Obispo, or to the west of San Luis Obispo along State Route 1, for the following reasons:~~

~~All of the parcels within or adjacent to the City of San Luis Obispo that are zoned Office, Service-Commercial or Manufacturing are located to the south, relatively close to the Airport.~~

~~A parcel along State Route 1 between San Luis Obispo and Morro Bay might also be largely compatible with surrounding uses.~~

~~While property costs tend to be lower the further one travels from San Luis Obispo city limits, deadhead costs would increase the further a facility is located from the downtown transit center located at Osos/Palm.~~

~~In addition, travel time reliability also tends to decline the further one travels to/from downtown San Luis Obispo. This has been quantitatively demonstrated in the SLOCOG 2014 US-101 Mobility Study.~~

~~For these reasons, the search of potential sites was confined to southern/southeastern San Luis Obispo and to land near the County Corporation Yard at Kansas Street / State Route 1.~~

Potential Sites Examined

~~A list of potential sites to be examined was developed by RTA staff and reviewed by the RTA Property Subcommittee. The Subcommittee was originally formed during development of the 2006 SLOCOG *Moving Toward the Efficiencies of Synergy: Operating Plan and Financial Analysis for a Coordinated Transit Maintenance and Dispatch Facility* report. The Subcommittee continued to meet when it became clear that the RTA's current 2.7 acre leased site at 179 Cross Street in San Luis Obispo would not meet long-term needs of the region.~~

~~A total of twelve sites were originally identified by the Subcommittee, and these candidate sites were then reviewed with local real-estate professionals and Public Works staff from the city and county. The following eight sites in the City of San Luis Obispo were found to be potentially adequate for current service levels but too small for future planned service levels:~~

- | | |
|---|---|
| 1. — 2950 Broad Street (3.3 acres) | 5. — 4100 Vachell Street (2.6 acres) |
| 2. — 3450 Broad Street (3.5 acres) | 6. — 2923 & 3021 So. Higuera St. (2.7 acres) |
| 3. — 2885 South Higuera Street (2.9 acres) | 7. — Orcutt St. at Duncan St. (3.2 acres) |
| 4. — 284 South Higuera Street (2.9 acres) | 8. — 201 Bridge Street (3.4 acres) |

~~Based on those evaluations, the twelve original sites were narrowed down to four sites. All of the remaining four sites currently have proper zoning of either Public Facility, Manufacturing, or Office. Only the Prado site is located in an identified 100-year floodplain. The four sites can be described as:~~

~~Kansas at State Route 1 in unincorporated San Luis Obispo County (6 acres)
125 Venture Drive in the City of San Luis Obispo (9.3 acres)
4880 Broad Street in the City of San Luis Obispo (5.7 acres)
40 Prado Road in the City of San Luis Obispo (10 acres)—more recently referred to as 253 Elks Lane~~

~~Based on a number of factors presented in the *Site Consideration for a RTA Long Term Garage Facility* document presented to the RTA Board of Directors in January 2015, the 40 Prado Road site was determined to be the most centrally located and economically feasible option that had the fewest impacts on residential areas and vulnerable populations. This document further explains the reasoning for selecting 40 Prado as the preferred site as it relates to impacts to minority and low-income occupants.~~

~~PUBLIC PROCESS ON SITE SELECTION~~

~~Before taking the site selection to the public, it was necessary to ensure that the site would be available, cost effective, and eligible to receive grant funds or loans for development. As a result, conducting aspects of the site development such as seeking funding, consulting with local planning agencies regarding the ability to construct on the site, and considering the impacts to minority and low-income communities has delayed engaging the public at large until it was clear that the site should be further considered. Along with the analysis of adverse impacts to minority residents and businesses, as well as low-income populations, the public engagement process set the stage for environmental clearance.~~

~~ENVIRONMENTAL CLEARANCE TIMELINE AND/OR ACTIVITIES~~

~~The preferred site at 40 Prado is associated with an Initial Study Mitigated Negative Declaration (IS/MND) report that was certified by the RTA Board of Directors in September 2017. Additional technical studies are currently being undertaken to document conditions and related data that has changed since the date the original IS/MND was certified, resulting in reduced impacts. More specifically, the RTA has reduced the building size and eliminated two core functions originally identified in the IS/MND (on-site liquid fueling and automated bus wash system). As such, the IS/MND is currently undergoing amendments that will be incorporated into amended state (CEQA) and federal (NEPA) environmental review documents in summer 2019.~~

~~III. Project Description~~

~~The September 2017 IS/MND report envisioned construction of an approximately 45,000 square foot, two-story combined administration headquarters and bus maintenance building on the eastern portion of the approximately 6.5-acre project site. However, after further master planning and preliminary engineering efforts, in March 2019 the building has been reduced from two stories to one, equating to roughly 29,000 square feet. As such, all three functions—~~

administration, bus operations and maintenance — will all be located on one floor, and will include maintenance bays, large and small parts storage, clean room workspace (for high-tech components servicing), offices, a conference room, and employee restrooms, showers, and lockers. The remainder of the project site would be developed for outdoor circulation, storage, servicing, and inspection. The proposed on-site parking would accommodate approximately 67 public transit buses and vans as well as 84 employee and visitor vehicles. In total the developed area proposed for the project remains approximately 4.2 acres. The remaining 2.3 acres is anticipated to be used for the future Prado Road overpass and Elks Lane re-alignment. Construction of the project would require development of the proposed building to withstand a 100-year flood level event.

PREFERRED SITE LOCATION

As described in the September 2017 IS/MND report, the project site is a 6.5-acre parcel (Assessor's Parcel Number [APN] 053-041-071), located at 253 Elks Lane adjacent to the intersection of Elks Lane and Prado Road, in the City of San Luis Obispo, California. The site is regionally accessible from United States Highway 101 (U.S. 101) which runs in the north-south direction, parallel to Elks Lane, west of the site. The project site is within the floodplain of San Luis Obispo Creek located to the east of the site.

The site is currently occupied by a small U-Haul facility, including a building and parking lot, in the southwest corner of the site. The remainder of the property is vacant with scattered ruderal vegetation and most recently used as a leased employee parking/carpool/vanpool center for a distant multi-year construction project. Thus, most of the site was graded and paved for a parking and transportation use. One high-voltage electric power transmission tower is located near the center of the site.

The project site parcel is designated Office in the City of San Luis Obispo General Plan Land Use Element. The site is also located within the General Plan's Sunset Drive-In Theater/Prado Road Area Special Focus Area. According to the City's Zoning Map, the project site is zoned Office with a Planned Development overlay (O-PD). The project site is also located in the San Luis Obispo County Regional Airport Land Use Plan Safety Area S-1b, which has been substituted by City overrule for the requirements of the Airport Overlay Zone which are outlined in Chapter 17.57 of the City's Zoning Regulations (Zoning Regulations Section 17.22.010.B).

Existing uses surrounding the site include the following:

West: Elks Lane and U.S. 101, which run in the north-south direction parallel to Elks Lane, are located to the west of the project site. The U.S. 101 northbound on-ramp from Prado Road is located near the southwest corner of the site and runs parallel to the western boundary of the site connecting Prado Road to U.S. 101. Beyond U.S. 101 are a variety of commercial uses zoned Commercial Retail with a Planned Development overlay (C-R-PD).

North: The Sunset Drive In Theater is located north of the project site with a mobile home park and the San Luis Cemetery (also known as the International Order of Odd Fellows and Lawn Cemeteries) beyond. This area has a General Plan designation of Community Commercial and is zoned Community Commercial with a Special Focus overlay (C-C-SF).

East: To the east of the project site is the recently completed Community Action Partnership of San Luis Obispo (CAPSLO) Homeless Services Center. Next to this lot is a storage yard with three existing structures. Two residential structures are located at the east end of the storage yard. A bus stop is planned for the area adjacent to the CAPSLO Homeless Services Center to be served primarily by the municipal transit operator (SLO Transit). The area is zoned Office with a Special Focus overlay (O-SF).

South: The City of San Luis Obispo's corporation yard, which includes the Water Reclamation and Resources Facility (WRRF), is located across Prado Road, directly south of the project site, in the Public Facility (PF) zone. The SLO Transit (local fixed route system) bus maintenance facility is also located within the City's corporation yard. The U.S. 101 northbound off-ramp to Prado Road extends from U.S. 101 in the north-south direction parallel to western boundary of the City's corporation yard property.

IV. Site Selection Process

The RTA closely followed its Environmental Evaluation Policy to complete the CEQA IS/MND Report. The Policy was adopted by the RTA Board of Directors at its May 4, 2016 meeting. While the Policy primarily focuses on environmental reviews required under CEQA, it also provides direction to staff when developing environmental reviews required under the National Environmental Protection Act (NEPA), including requests for Categorical Exclusions (CE) such as the one submitted to the Federal Transit Administration for the Bus Maintenance Facility on September 7, 2017. The Policy identifies public outreach and agency coordination steps, including coordinating input through the State Clearinghouse agency outreach process, County Clerk notification responsibilities, and other outreach requirements.

A draft copy of the CE request and of the draft CEQA IS/MND Report were presented to the RTA Board at its July 12, 2017 meeting. At that meeting, the RTA Board directed staff to open the minimum 30-day public comment period, and to schedule a September 6, 2017 public hearing to consider certifying the CEQA Mitigated Negative Declaration finding. The RTA published notice of the public hearing in The Tribune newspaper on August 23, 2017; this publication has the highest circulation in the county. Working with SLO City Planning Department officials, we sent notification of the public hearing via postcards to persons living within 1,000 feet of the property. Finally, notice of the public hearing was posted at the project site, on our website and on the LCD information screens inside each RTA bus. The State Clearinghouse assigned our project SCH number 2017071040, and the public comment period was officially recognized from July 20, 2017 through August 18, 2017. As detailed in an August 21, 2017 letter from Scott

~~Morgan, Director of the State Clearinghouse, no comments were submitted by any of the responding agencies through the State Clearinghouse process.~~

~~The RTA Board conducted a public hearing on September 6, 2107. Staff provided a summary of public agency and citizen input received, as well as a list of slight language and graphics revisions that were included in the final CEQA IS/MND Report. No persons provided oral or written testimony during the Public Hearing. The RTA Board of Directors voted 11 to 0 in favor of:~~

~~Certifying the CEQA finding,~~

~~Authorizing the RTA Executive Director to submit the NEPA Categorical Exclusion request letter, and~~

~~Authorizing the RTA Executive Director to solicit proposals for design/engineering services for the RTA Bus Maintenance Facility Project.~~

~~The RTA publicized the final/amended CEQA IS/MND Report with the County Clerk for 30 days, which completed our CEQA obligations per State law. The County Clerk notice also referenced the fact that the final CEQA Report is posted on our website.~~

SITE SELECTION GOALS AND RESULTS

~~In January 2015, the RTA Board accepted the *Siting Analysis Report*, which included evaluations of site functionality, site efficiency and site development. The RTA then competitively procured Environmental Planning Services in February 2016, led by a team from Rincon Consultants to develop the CEQA and NEPA reports. Over the ensuing 15 months, the RTA worked with our consultants, public agency representatives and adjoining neighbors to evaluate any potential impacts of the proposed project. In particular, we worked closely with City of SLO, SLO County Air Pollution Control District, County Regional Airport, and Tribal representatives. A total of fifteen mitigation measures were identified to avoid impacts during preconstruction (four measures), construction (ten measures) and post-construction/operations (one measure). None of the impacts of the new facility would result in avoidable discriminatory impacts based on race, color, or national origin, nor disproportionate impacts on low income populations.~~

~~The goals below include the evaluative measures within each CEQA category. The 40 Prado location (Census Tract Block Group 111.03-2) was selected as the preferred site based on how well it performed against the goals developed by the Property Subcommittee and presented in the *Siting Analysis Report*; the other three alternative site were evaluated but ultimately rejected.~~

V. Analysis of Adverse Impacts & Effects on Minority and Low-Income Populations

As referenced in the September 2017 IS/MND, the preferred 40 Prado location has been analyzed for impacts in the following 18 areas required under CEQA:

- | | |
|------------------------------------|--|
| 1. Aesthetics | 10. Land Use Planning |
| 2. Agricultural & Forest Resources | 11. Mineral Resources |
| 3. Air Quality | 12. Noise |
| 4. Biological Resources | 13. Population & Housing |
| 5. Cultural Resources | 14. Public Services |
| 6. Geology & Soils | 15. Transportation |
| 7. Greenhouse Gas Emissions | 16. Tribal Cultural Resources |
| 8. Hazards & Hazardous Materials | 17. Utility & Service Systems |
| 9. Hydrology & Water Quality | 18. Mandatory Findings of Significance |

In addition, the RTA conducted a parallel evaluation of impacts as they relate to areas covered under NEPA. Following certification of the IS/MND, the RTA submitted a request for a Categorical Exclusion (CE) to the FTA Region 9 office on September 7, 2017. The FTA provided a concurrence letter on September 29, 2017. The CE letter details the analysis of potential impacts in the following 16 areas required under NEPA:

- Metropolitan Planning & Air Quality Conformity
- Land Use & Zoning
- Traffic & Parking Impacts
- Carbon Monoxide, PM2.5 and PM10 Hot Spots
- Historic & Cultural Resource Impacts
- Noise & Vibration Impacts
- Acquisitions & Relocations
- Hazardous Materials
- Community Disruption & Environmental Justice Analysis
- Use of 4(f) Resources
- Impacts on Wetlands
- Floodplain Impacts
- Impacts on Water Quality, Navigable Waterways, and Coastal Zones
- Impacts on Ecologically Sensitive Areas & Endangered Species
- Impacts on Safety & Security
- Impacts Caused by Construction

The conclusion under both CEQA and NEPA analyses is that the proposed project will have a less than significant impact that would cause substantial adverse effects on human beings, either directly or indirectly. The IS/MND commits the RTA to implement a range of Preconstruction, Construction, and Post-Construction/Operations mitigations to ensure any adverse impacts are addressed. Although some construction noise and vibration may occur during daylight hours, overall impacts associated with operation of the project on the site would remain similar to current conditions and consistent with the planned use at the site.

For the purposes of environmental justice analysis, federal agencies are required to identify whether a proposed project will possibly have disproportionately high and adverse effects on minority or low income populations within the proposed project vicinity. The proposed project vicinity, or the affected environment for the environmental justice analysis, consists of the proposed project site and adjacent census blocks. For the purposes on this analysis, an impact is considered to be significant and require mitigation if it would result in any of the following:

Impact 1. Substantially affect employment, industry, or commerce, including requiring the displacement of businesses or farms;

Impact 2. Substantially affect property values or the local tax base;

Impact 3. Substantially, disproportionately affect minority, low income, elderly, disabled, transit-dependent, or other specific interest group(s); or

Impact 4. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.

Based on all four of these impact areas, the proposed project will not result in any adverse socioeconomic and environmental justice effects. Additionally, the proposed project would have a beneficial effect to the minority communities in the project vicinity by providing additional employment opportunities.

METHODOLOGY AND DATA USE

Although the project is deemed to have no significant adverse impact to the environment, it is important to further determine if any of the less than significant impacts identified in the IS/MND report would disproportionately impact minority or low income populations near the preferred site. To determine the presence of minority and low income populations near the four alternative sites, we compiled information at both the 2010 U.S. Census block group level and the 2017 American Community Survey census tract level. A **block group** is a cluster of census blocks, and generally have populations between 600 and 3,000 people; a **census tract** is a cluster of block groups with populations generally between 1,500 and 8,000 people. However, if too few sample cases are reported at the block group level, then that data is not available. This was the case when attempting to evaluate populations living below poverty at the block group level. So all of the data presented for the four alternative sites reflects census tract information; we also present statewide, county and city data for comparison.

Using mapping software, a 1000 foot buffer was drawn around each alternative site that was considered to determine each potentially impacted census tract. Residents falling within the buffer were included for analysis. While 1000 feet may appear to be a fairly large area, it represents a conservative approach to analysis, as it identifies potential impact areas that may be greater than actually would be impacted. The reader will remember that postcards were

sent to all persons living within 1,000 feet during the IS/MND public comment period. No input was received from persons identifying as low income, although we worked directly with Tribal interests to identify how to mitigate cultural resources that might be discovered during ground-disturbing activities. No other input was received from communities identifying as a minority population.

As shown in Table 2 below, the population in poverty in the census tract that includes the preferred site at 40 Prado (15.6%) is well below the entire City of San Luis Obispo (32.4%), although it is slightly higher than the countywide proportion (13.8%). The proportion is roughly the same as the statewide average (15.1%).

The minority population percentages of three of the four alternative site locations are higher than either the City or the County of San Luis Obispo as a whole, although the proportion of all four sites are well below the statewide average.

Location	Population in Poverty	Poverty Percentage	Minority Population	Minority Percentage
<i>Preferred Site: 40 Prado</i> (Census Tract 113.02)	436	15.6%	407	27.9%
Alt Sites 1 & 2: 125 Venture Dr & 4880 Broad (Census Tract 115.03)	400	11.0%	340	15.3%
Alt Site 3: Kansas @ SR-1 (Census Tract 115.04)	38	5.2%	395	29.8%
City of San Luis Obispo	14,899	32.4%	7,180	15.3%
County of San Luis Obispo	36,420	13.8%	39,535	14.1%
State of California	5,773,408	15.1%	15,375,605	39.4%

Source: 2013-2017 American Community Survey 5-Year Estimates

To get a better understanding of minority communities in the area that includes the preferred 40 Prado site, staff evaluated race at the much more detailed 2010 Census block group level. We discovered a relatively high proportion of Hispanic or Latino residents live near the preferred 40 Prado site: 23.0% in Census Tract 111.03 Block Group 2. In comparison, 14.7% of City residents and 20.8% of County resident reported their race as Hispanic or Latino. The statewide average is much higher at 37.6%. Staff mailed a copy of this analysis to the Promotores Collaborative on June 27, 2019 and invited representatives to provide comments in writing or in person at the July 10th public hearing.

VI. Conclusions

In accordance with both federal and state environmental law and federal guidance, the RTA has conducted focused environmental impact evaluations for the proposed Bus Maintenance Facility Project. This has included both technical studies and analyses associated with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), as well as a qualitative site selection evaluation and public review that is required by Title VI of the Civil Rights Act of 1964.

~~Based upon the analyses conducted, the proposed project would not result in significant impacts to the environment. Additionally, based on the qualitative site selection evaluation and public review of the proposed sites, the site was chosen without regard to race, color or national origin, nor are low income communities disproportionately impacted.~~



253 Elks Lane
San Luis Obispo, CA 93401
(805) 541-2228 Fax (805) 781-1291
www.slorta.org

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

TITLE VI PLAN

ADOPTED: (pending May 7, 2025)

AUGUST 1, 2025 – JULY 31, 2028

Contact Information:

Tania Arnold
Deputy Director/Chief Financial Officer
Office: 805.781.4833
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 (RTA) 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 RTA 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
253 Elks Lane
San Luis Obispo, California 93401**

II. TITLE VI INFORMATION DISSEMINATION

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

Title VI information is disseminated to the RTA employees annually via the Employee Education form (see Appendix A) in payroll envelopes. This form reminds employees of the RTA'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 RTA'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 RTA 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 RTA'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 Procedures and Forms are available in both English and Spanish on the RTA Civil Rights website: <http://www.slorta.org/about-rta/civil-rights-information/> (See Appendix C). These forms may be used to submit the complaint information. The complaint may be filed in writing with the RTA at the following address:

**Title VI Coordinator
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
253 Elks Lane
San Luis Obispo, California 93401**

NOTE: The RTA 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. This form is also available on the RTA website.

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 RTA will be directly addressed by the RTA. The RTA 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 RTA shall make every effort to address all complaints in an expeditious and thorough manner.

1. 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.
2. The RTA will advise the US Department of Transportation within thirty (30) days of receipt of the allegations. The following information will be included in the notification:
 - a. Name, address and phone number of the complainant
 - b. Names(s) and address(es) of the alleged discriminating official(s)
 - c. Basis of the complaint (i.e. race, color or national origin)
 - d. Date when the alleged discrimination took place
 - e. Date when complaint was received by the RTA
 - f. A statement of the complaint
 - g. Other agencies (state, local or federal) where the complaint has been filed
 - h. An explanation of the planned investigative process that the RTA plans to take to resolve the issue in the complaint
3. Within forty-five (45) days of the receipt of the complaint, the Title VI Coordinator will conduct an investigation of the allegation and, based on the information obtained, will offer a recommendation for action in a report to the Executive Director. The complaint should be resolved in an informal way when possible and which will be recorded in the summarized report of the findings.
4. Within sixty (60) days of the receipt of the complaint, the Title VI Coordinator 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 RTA, 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 sixty (60) working days of receipt of such complaints, if not sooner. A copy of the final written response will be provided to the US Department of Transportation.

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**

What is the tracking system?

The RTA's Title VI Coordinator will maintain a Complaint Intake Log for all Title VI complaints received establishing the race, color, or national origin or protected class of the complainant; the identity of the recipient; the nature of the complaint; the date of the investigation, lawsuit, or complaint; a summary of the allegations; the status of the investigation, lawsuit or complaint; and actions taken in response to the investigation, lawsuit or complaint. This log will be maintained electronically in accordance with FTA guidance at the RTA offices and will be available for review.

VI. LIMITED ENGLISH PROFICIENCY (LEP) PLAN

The 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 K for the LEP Plan.

Vital documents, as defined by the Federal Transit Administration (FTA), and are considered vital by the RTA, are those documents that provide access to essential services and include but are not limited to schedules, ride guides and public hearing notices. The Title VI complaint form and notice of a person's rights under Title VI are also considered vital documents. All vital documents translated into Spanish will be available via the RTA's website, by mail, or in person at the RTA's office.

VII. COMMUNITY OUTREACH/PUBLIC PARTICIPATION PLAN

As a recipient of Federal transportation funding from the FTA, the RTA is required to develop a Public Participation Plan (PPP) in accordance with 49 U.S.C Section 5307. The RTA, in collaboration with the San Luis Obispo Council of Governments (SLOCOG), informs the public of service changes and other important activities which pertain to the RTA's service through a specific dissemination process. The following outlines the strategies and procedures that the RTA uses to encourage and include public participation in its decision-making process.

The RTA 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 RTA 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 RTA from time to time have on-board survey hand-outs to customers for their feedback about a variety of issues.

Public Hearing and Comment Period for Fare Increase or Major Service Change

The RTA shall maintain an open and participative process including the consideration of public comment before any fare increase or major service change. The RTA has a policy and procedure for public comment regarding fare or service changes which is included in Appendix H.

Public Noticing Requirements

Public notices shall inform the public of proposed actions which initiated the public comment process, how comments will be received, and, if applicable, the locations, dates, and times of scheduled public hearings or workshops. Prior to any public hearing or comment period, a public notice will be prepared and sent to the local media. At a minimum, this legal notice will be published in the local newspaper of general circulation. The RTA will also post a copy of the public notice, along with dates and times of any public hearing or workshop, on the RTA's public website. In addition, notices may be posted on any bus or transit facility to further inform the public of an opportunity to participate in any fare increase or major service change decision making process. Transit riders of routes proposed for adjustment will be further notified of the public comment process by an appropriate combination of on-vehicle flyers, posters, pamphlets, electronic rider alerts, e-mails, and other available means as determined by staff for each scenario.

Scheduling Public Hearing or Workshop Locations and Times

As funding allows, transit service adjustments that have system-wide implications may require multiple public meeting times and locations in order to maximize convenience to riders that are affected. To the greatest extent possible, public meetings will be scheduled at locations in proximity to the area(s) affected by the proposed adjustments, and in proximity to regular bus routes. All facilities utilized for public workshop will be accessible to persons with disabilities. All major service changes and fare adjustments shall be adopted at a public hearing of the RTA Board.

When proposed service adjustments will affect only a limited area, efforts will be made to schedule the meeting at a location near the affected area. Meetings will be scheduled to begin at a convenient time, usually midday and/or early evenings.

Procedure for Conducting Public Workshops

Comment forms will be offered to attendees at any public hearing or workshop to register their presence and desire to speak, or as an alternate method of providing their written comments. Public workshops will begin with a welcome and introduction of staff present. The purpose, proceedings, and proposed actions which necessitated the public hearings will be explained for clarification. When the explanation of proposed actions is completed, the public will be invited

to offer their comments. All persons wishing to comment will have the opportunity to do so. This offering will precede the close of the public workshop.

Documentation of Public Hearings

Official records of the RTA’s public workshops on fare increases, major service changes, or any unmet transit needs will be generated and presented to the Board of the RTA and SLOCOG at a regularly scheduled meeting. Records of all public comments will be maintained on file.

Addressing Public Comments Received

All comments, received either in writing or verbally during a public hearing, workshop, or comment period, or as otherwise conveyed to the RTA prior to an established date for the Board’s decision regarding any proposed major service change or fare increase, will be entered into the public record of the comment process. Staff will evaluate and analyze all relevant comments received to see whether they are reasonable to meet.

Outreach to Engage Minority and Limited English Proficient Populations

The RTA will continue assessing the language needs of citizens in its service area. To the greatest extent possible, to elicit public participation from minority and Limited English Proficient (LEP) populations, the RTA will engage in the following outreach activities:

- Schedule meetings at times and locations that are convenient and accessible for minority and LEP communities
- Employ different meeting sizes and formats
- Coordinate with the community- and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities
- Consider radio, television, or newspaper ads on stations and in publications that serve LEP populations
- Provide opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.

Summary of Outreach Efforts Made Since Last Title VI Program Submission

Below is a summary of specific outreach efforts made in the last three years (since the last Title VI Program submission):

- February 2023 – participate in SLOCOG Public Hearing: Unmet Transit Needs
- September 2023 – Public Hearing regarding the 2024-2026 DBE Goal Methodology
- October 2023 – Customer perception survey completed in English and Spanish with about 200 responses
- November 2023 – Short Range Transit Plan stakeholder workshop
- January 2024 – Short Range Transit Plan stakeholder workshop
- February 2024 – participate in SLOCOG Public Hearing: Unmet Transit Needs
- March 2024 – Joint meeting of the Regional Transit Advisory Committee with the San Luis Obispo Mass Transportation Committee on the Short-Range Transit Plan Update

- June 2024 – Public Outreach on the Short-Range Transit Plan Update in the Nipomo, and the Cities of Paso Robles and San Luis Obispo
- June 2024 – Joint meeting of the Regional Transit Advisory Committee with the San Luis Obispo Mass Transportation Committee on the Short-Range Transit Plan Update
- October 2024 – Joint meeting of the Regional Transit Advisory Committee with the San Luis Obispo Mass Transportation Committee on the Short-Range Transit Plan Update
- February 2025 – participate in SLOCOG Public Hearing: Unmet Transit Needs
- May 2025 – (scheduled) Public Hearing on Fare and Service Changes
- Ongoing - Annual Budget Public Hearings

The RTA 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.

The RTA relies upon the SLOCOG, the Metropolitan Planning Organization (MPO) to meet the public participation requirements for the Federal Transportation (FTA) Program of Projects (POP).

VIII. ACTIVE INVESTIGATION, LAWSUIT OR COMPLAINT

The RTA 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.

Subrecipients shall submit Title VI Programs to the primary recipient from whom they receive funding, in order to assist the primary recipient in its compliance efforts, on a schedule to be determined by the primary recipient. In the event an entity receives funds from more than one primary recipient, the subrecipient shall submit Title VI Programs to all primary recipients from which it receives funds. Chapters III, IV, V, and VI and appendices detail the specific information that shall be included in Title VI Programs, based on recipient characteristics.

The RTA recognizes the need to monitor their subrecipients’ compliance with the FTA circular. The RTA does pass funding to a subrecipient, the City of Atascadero. This relationship necessitates compliance monitoring, which is conducted annually and noted on the subrecipient site visit monitoring form. The City of Atascadero Title VI program was adopted in 2019. Effective June 22, 2025, the City of Atascadero is consolidating service into the RTA and will no longer be a subrecipient.

Subrecipient Assistance and Monitoring

The RTA conducts the following subrecipient procedures and protocols to facilitate subrecipient compliance with [FTA Circular 4702.1B](#):

The Grants department will notify subrecipient management of applicable policies and procedures and provide instructions and timelines for how the RTA staff will monitor subrecipients' Title VI compliance in accordance with the FTA circular. The procedures state that the RTA staff will provide any assistance requested to assist subrecipient's full implementation of their program by:

- notifying the subrecipients of their responsibilities;
- offering resources and information as needed, and provide technical assistance as requested, to support subrecipient's development of a Title VI program, including staff support from the RTA;
- checking in monthly until the subrecipient's Title VI program is adopted by their governing body; and
- conducting annual compliance checks to verify subrecipient's compliance with their Title VI program.

X. BOARD DEMOGRAPHICS

RTA Board of Directors is all elected members. Therefore, this does not apply.

XI. RESOLUTION APPROVING TITLE VI PLAN

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

XII. 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, and 55 passengers for low-floor 40-foot buses. The exact maximum passenger capacity may be affected by specific manufacturer's recommendations which may be different for certain vehicle types. Demand Response (DR) does not have load standard but the RTA's procedure is to maximize boarding whenever possible to increase efficiencies.

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. DR service does not allow any passenger to be on a vehicle in a single trip more than two hours. The

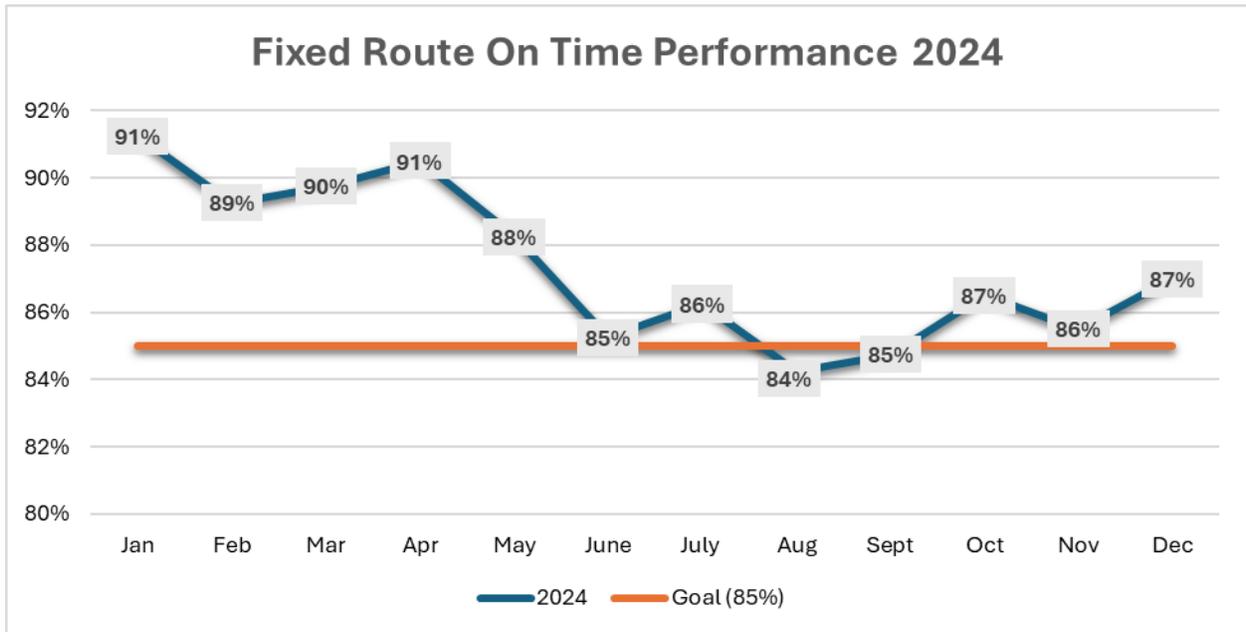
dispatch software parameter is set to flag dispatchers if a trip is close to, or will exceed, the two hour limit.

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 (OTP)

Fixed route on-time performance is defined as no later than six (6) minutes from any time point in the published schedule.. The following On-Time Performance (OTP) standards identified in the RTA’s Strategic Business Plan (SBP) shall apply to regularly-scheduled / year-round fixed-route services and shall be 85% or greater.

In 2024, the RTA has met its goal with an average of 87% OTP and will look at adjusting the SBP standard to 90% in an effort to continue improving the timeliness of its service.



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

DR 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 2024, achieving an overall OTP result of 99%. Staff will continue to monitor Runabout’s OTP to ensure we continue to achieve this strong result.

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

Fixed Route 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 fixed route buses are equipped with air conditioning, next stop LCD screens, automated stop announcement systems and computer-aided design (CAD) and automatic vehicle locator (AVL) systems.

DR bus assignment take into account the characteristics of the pick-up and drop-off location for each client and whether the clients have a mobility device or not. The DR service is provide in two types of vehicle; Low Floor Minivans and Ford F250 Cutaways.

Transit Amenities Policy

Installation of transit amenities along fixed route bus routes are based on the number of passenger boardings and alightings at bus stops along those routes. DR service does not have specific bus stop locations with transit amenities, however RTA drivers provide a visual assessment and any hazards are reported to dispatch if there are any safety issues when a passenger is picked up or dropped-off. These issues are then input into our dispatch system and it is noted on each drivers manifest the service that location.

XV. RTA DOES MEET THE REMAINING CRITERIAS

Demographic and service profile maps and charts

Demographic ridership and travel patterns, collected by surveys

Results of their monitoring program and report, including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis

A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy

Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis

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 RTA 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 _____ Local Court _____

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
253 Elks Lane
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
253 Elks Lane
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
253 Elks Lane
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 (RTA) 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 RTA 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 the RTA, 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
253 Elks Lane
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 states: “No person in the United States 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.”

San Luis Obispo Regional Transit Authority (RTA) respects civil rights and operates its programs and services without regard to race, color or national origin. RTA is committed to complying with Title VI requirements in all of its programs and services. For more information on the Title VI transit obligations, contact RTA as listed below.

Making a Title VI Complaint

Any person who believes he/she has been subjected to discrimination in the delivery of or access to public transportation services on the basis of race, color, or national origin, may file a complaint with the San Luis Obispo Regional Transit Authority. Such complaint must be filed in writing with RTA no later than 30 days after the alleged discrimination. For information on how to file a complaint, contact RTA as listed below.

**Title VI Coordinator
Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
253 Elks Lane
San Luis Obispo, California 93401**

For more information, visit our website at www.slorta.org or contact the Title VI Coordinator at (805) 781-4833.

Appendix H **POLICY AND PROCEDURES FOR PUBLIC COMMENT REGARDING FARE OR SERVICE CHANGES**

ORIGINALLY ADOPTED: September 8, 2012

REVISION DATE: March 7, 2018

The San Luis Obispo Regional Transit Authority (RTA) recognizes the importance of considering public input prior to implementing changes to fares and/or service levels. The RTA hereby establishes procedures through which public input shall be solicited and considered. These procedures comply with Federal Transit Administration (FTA) regulations for federally supported transit projects. The RTA transit system is supported in part through funds available through the FTA.

Staff would begin the process of proposing changes by working with City Manager(s) and/or County Public Works officials in affected jurisdictions to identify problems, to develop alternatives, and to ultimately determine the optimal solution(s). This is particularly important in cases where fixed route buses would travel along corridors not currently served or where bus stop changes are being proposed.

The RTA requires solicitation of public comment for the following types of fare or major service changes:

Fare Changes: Any fare increase or decrease is considered a major change and requires solicitation and consideration of public comments.

Fixed Route Service Changes: A change in fixed route transit service is considered a major change if any of the following pertain to the change:

Major Service Restructuring or Realignment: Significant restructuring or realignment of service would include changes to routes that affect at least 25% of the existing route mileage, or relocation or elimination of the existing timed transfer points. Installation of a new bus stop or elimination of existing bus stop is not considered a major service restructuring or realignment.

Major Service Reduction: A major service reduction includes an increase in service headways, decrease in daily operating hours or span of service, or reduction in service days.

ADA Paratransit (Runabout) Service Changes: A change in Runabout service is considered a major change if any of the following pertain to the change:

Service Reduction: A major service reduction is defined as any reduction in span of service (operating hours), reduction in days on which service is available, or reduction in the area served by Runabout.

Service Availability: A major change in service availability is defined as the introduction of revised eligibility criteria for access to the service or introduction of significant changes in procedures for service participation (e.g., introduction of a more rigorous application process).

In all cases defined above, the RTA shall adhere to the following procedures to solicit public input:

- Begin the process of proposing changes by working with City Manager(s) and/or County Public Works officials in affected jurisdictions to determine the optimal solution(s). This is particularly important in cases where fixed route buses would travel along corridors not currently served or where bus stop changes are being proposed.
- Schedule informational meetings to solicit public comment at the Transit Centers during busy boarding times (preferable to busy departure times) and talk to fixed route riders. Staff will include informational materials available for take-away if relevant.
- Inform fixed route riders about upcoming changes on LCD screens on-board the buses, on social media and company website, as well as at top (30) bus stops with email and phone options for feedback. Where appropriate staff will include an online survey for more guided questions and opportunities for analysis.
- Post announcements on fixed route buses and Runabout vans in both English and Spanish.
- Inform group ticket purchasers of changes via phone discussions, including Department of Social Services, school district offices, senior centers, Chamber of Commerce.
- Inform other transit agencies (Morro Bay, SLO Transit, Atascadero, SMAT).
- Schedule a public hearing by the RTA Board of Directors.
- Publish an advertisement in a newspaper or print addition with general local distribution (SLO Tribune, New Times) announcing the public hearing no less than five (5) days prior to the date of the meeting.
- Post announcements of the public hearing in all RTA fixed route or Runabout vehicles at least five (5) days prior to the date of the meeting.
- Present proposed changes at City Councils in affected areas of the County. Present at the County Board of Supervisors as applicable.
- Send letter to Runabout riders who used the service in the previous six months if the change would affect these riders.

- If a fare change is proposed, staff would include information on the “Purchase Passes” section of the RTA webpage.
- Receive and document comments via telephone, email, US mail, text or delivered in person.
- Report in summary format all information received in the public comment process to the RTA Board of Directors as part of the hearing process.

Appendix I Title VI Public Poster

Posters are in all vehicles and the administrative office. They are printed on ledger sized paper (11" x 17") for most locations.

Title VI Policy

Title VI of the Civil Rights Act of 1964 states: "No person in the United States 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."

San Luis Obispo Regional Transit Authority (RTA) respects civil rights and operates its programs and services without regard to race, color or national origin. RTA is committed to complying with Title VI requirements in all of its programs and services. For more information on the Title VI transit obligations, contact RTA as listed below.

Making a Title VI Complaint

Any person who believes he/she has been subjected to discrimination in the delivery of or access to public transportation services on the basis of race, color, or national origin, may file a complaint with the San Luis Obispo Regional Transit Authority. Such complaint must be filed in writing with RTA no later than 30 days after the alleged discrimination. For information on how to file a complaint, contact RTA as listed below.

**CFO Deputy Director San Luis Obispo Regional Transit Authority
253 Elks Lane, San Luis Obispo, California 93401 805-781-4833**

Póliza del Título VI

Derechos Civiles del Acta de estados de 1964, ninguna persona en los Estados Unidos podrá ser excluida de participar en programas que reciben asistencia financiera Federal, o negar beneficios o ser sujetos a discriminación por causa de raza, color, o origen nacional.

El sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA) respeta los derechos civiles y administra sus programas y servicios sin consideración a raza, color o origen nacional. El sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA) está comprometido a cumplir en todos sus programas con los requisitos del Título VI.

Para más información de las obligaciones de Tránsito del Título VI comuníquese con el sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA) de acuerdo a la información siguiente.

Para presentar una queja del Título VI

Qualquier persona que cree que ha sido discriminada en el servicio de o acceso a los servicios de transportación pública a base de raza, color o origen nacional, puede presentar una queja con el sistema de tránsito de San Luis Obispo Regional Transit Authority (RTA). Dicha queja puede ser presentada por escrito con RTA a no más tardar de 30 días después de la supuesta discriminación. Para información como presentar una queja, comuníquese con RTA a la información siguiente.

**CFO Deputy Director San Luis Obispo Regional Transit Authority
253 Elks Lane, San Luis Obispo, California 93401 805-781-4833**

**Appendix J RESOLUTION ADOPTING A TITLE VI POLICY
STATEMENT AND PLAN**

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. 25-_____

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, The 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, The 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, The 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 7th day of May 2025.

Jimmy Paulding
President of the RTA Board of Directors

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Jenna Morton, Legal Counsel
San Luis Obispo Regional Transit Authority

Dated: _____
(Original signature in BLUE ink)

Appendix K

Limited English Proficiency (LEP) Plan Revised 5-1-2025

Introduction

This Limited English Proficiency (LEP) Plan has been prepared to address San Luis Obispo Regional Transit Authority's (RTA) 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.

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 2023 America Community Survey Report and determined that 48,194 persons in San Luis Obispo County [17.9% of the population] speak a language other than

English. Of this number, 16,090 persons [6.0%] 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, 11,847 speak Spanish or Spanish Creole, 1,742 speak Asian and Pacific Island languages, and 1,466 speak other Indo-European languages and 1,035 speak other 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. In the norther urbanized area, the City of Paso Robles has 11% of adult speakers who speak English less than very well. In the central urbanized area, the City of San Luis Obispo has 3% of adult speakers who speak English less than very well. And in the south urbanized area, the community of Oceano has 13.8% and Grover Beach has 13.2% 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 number 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 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 a 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;

- 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 next America Community Survey Report is available, or when it is clear that higher concentrations of LEP individuals are present in the RTA service area. The LEP plan is included in the RTA’s Title VI program and updates will be included in the next submission to the FTA by June 1, 2025. 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
- 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
253 Elks Lane
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 Disadvantaged Business Enterprise Program

Objectives/Policy Statement

The San Luis Obispo Regional Transit Authority (RTA) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 [Code of Federal Regulations \(CFR\) Part 26](#). The RTA has received Federal financial assistance from the DOT and as a condition of receiving this assistance, the RTA has signed an assurance that it will comply with 49 CFR Part 26 [and the 2024 DBE Final Rule effective May 9, 2024](#).

It is the policy of the RTA to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the RTA's policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; ~~and~~
6. [To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by RTA;](#)
7. [To assist the development of firms so that they can compete successfully in the marketplace outside the DBE program; and-](#)
- ~~6-8.~~ [To Administer the DBE Program in close coordination with the various departments within RTA so as to facilitate the successful implementation of the DBE Program.](#)

The Executive Director has designated Deputy Director/CFO as the DBE Liaison Officer. In that capacity, the DBE Liaison Officer is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the RTA in its financial assistance agreements with the DOT.

[The complete DBE Program is available for review at RTA's website:](#)
<https://www.slorta.org/about-rta/civil-rights-information/>

The RTA has disseminated this policy to the Board of the RTA and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform [or are interested in performing](#) work for ~~us~~[the RTA](#) on DOT-assisted contracts

Geoff Straw, Executive Director

~~Executive Director~~

Date

SUBPART A – GENERAL REQUIREMENTS

Objectives

The objectives are found in the policy statement on the first page of this Program.

Applicability

The San Luis Obispo Regional Transit Authority (RTA) is the recipient of Federal transit funds authorized by Titles I, III, V and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Pub. L. 105-178. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144; Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405; ~~and~~ Fixing America’s Surface Transportation Act (FAST Act), Pub. L. No. 114-94, 129 Stat. 1312; and Divisions A and C of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 .

Definitions

The RTA will adopt the definitions contained in 49 CFR Part 26.5.

The term “Bidders” as used in this document means both Bidders or Proposers, as applicable. The term “Bid” as used in this document means both Bids or Proposals, as applicable.

Non-discrimination Requirements

The RTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the RTA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Record Keeping Requirements

For federally-assisted solicitations, the DBELO will collect, review, and track prime and subcontractor information including:

1. Bidders list information about all DBEs and non-DBEs that bid as prime contractors and subcontractors (including unsuccessful prime contractors and subcontractors) on each of RTA's federally-assisted contracts. Information collected must be submitted with bids or initial responses to negotiated procurements.
2. Prime and subcontractor awards and commitments (submitted by the successful contractor at time of bid).
3. DBE awards and commitments (submitted by the successful contractor at time of bid).
4. Payments to prime contractors, progress payments and final payment at the close of contract.
5. Payments to DBE contractors, subcontractors, and suppliers.

The DBELO will collate these records for the purpose of submitting Uniform Reports of DBE Awards or Commitments and Payments to DOT no later than the deadlines specified above. Detailed procedures for completing Semi-Annual Uniform Reports are contained in RTA's DBE Procedures Manual.

Subrecipients that receive DOT pass-through awards will report DBE participation to RTA semi-annually using the Uniform Report of DBE Awards/Commitments and Payments. These reports will capture DBE participation for DOT-assisted contracts awarded by subrecipients and actual DBE attainments based on payments made to DBEs on DOT-assisted contracts within the respective reporting period. Subrecipients will comply with these requirements until all contracts awarded with DOT funds are completed, award funds are exhausted, and/or award funds are returned to RTA. For subrecipients that do not submit a Uniform Report directly to the FTA, RTA will incorporate the subrecipient's DBE data into its own Uniform Report.

~~The RTA will report DBE participation to the relevant operating administration, FTA using the Uniform Report of DBE Awards or Commitments and Payments, found in Appendix B to the DBE regulation.~~

Uniform Reports of DBE Awards/Commitments and Payments

The RTA's DBELO or designee shall submit for FTA review and approval, a semiannual Uniform Report of DBE Awards or Commitments and Payments. In conformance with FTA direction the Authority will submit reports through FTA's Transit Award Management System (TrAMS) by June 1 and December 1 of each federal fiscal year.

The reports shall list the RTA's and any subrecipient's dollar value of DBE participation for U.S. DOT-assisted contracts and subcontracts awarded and closed and shall demonstrate the RTA's progress toward reaching the FTA-approved overall/triennial DBE goal. All dollar amounts reported will reflect the federal share of such contracts. The report will identify the federally assisted contract numbers, NAICS codes identified for each DBE on each contract awarded, and dollar amount awarded to each certified DBE through the use of race conscious methods and race neutral methods. The Uniform Report will further capture the names of DBE contractors that performed work and the work categories/trades performed, dollar value of contracts, number of firms that were listed at commitment but replaced (as well as an explanation for the

replacement); and number of firms decertified during the reporting period. Pursuant to DBE Program regulations, the RTA will also report DBE participation and payments on ongoing contracts.

The RTA will adhere to the following reporting period based on the Federal Fiscal Year

- Reporting period: October 1st through March 31st report due June 1st
- Reporting period: April 1st through September 30th due December 1st

~~The RTA will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders' list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.~~

~~We will collect bidder's list information through the use of California's Uniform Certification Program certification information and also a contract clause requiring prime bidders to report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts.~~

Assurances

The RTA has signed the FTA Master Agreement that includes the following assurances, applicable to all DOT-assisted contracts and their administration:

Federal Financial Assistance Agreement Assurance:

The RTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RTA of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance:

We will ensure that the following clause is placed in every DOT-assisted subrecipient agreement and third party contract ~~contract and subcontract~~(modified only as necessary to identify the affected parties or agreement) and will obtain the

agreement of each of its subrecipients, third party contractors, and third party subcontractors to include the following assurance in every subagreement and third party contract it signs:

The subrecipient, each third party contractor, and each third party subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26. The subrecipient, third party contractors, and third party subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable. Failure by the subrecipient, third party contractor, and third party subcontractor, and any of its third party contractors or third party subcontractors to carry out the requirements of this provision is a material breach of this agreement, third party contract, or third party subcontract, as applicable. The following remedies, or such other remedy as SacRT deems appropriate, include, but are not limited to, withholding progress payments, assessing sanctions, liquidated damages, and/or disqualifying the subrecipient, third party contractor, or third party subcontractor from future bidding as non-responsible. The subrecipient, third party contractors, and third party subcontractors must include these requirements in each contract or subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties or agreement.~~The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.~~

SUBPART B – ADMINISTRATIVE REQUIREMENTS

DBE Program Updates

The RTA will continue to carry out this program until all funds from DOT financial assistance have been expended. The RTA will provide DOT updates representing significant changes in the program as they occur. The RTA understands that all changes must be approved prior to implementation.

DBE Liaison Officer

The RTA has designated the following individual as its DBE Liaison Officer

(DBELO):

Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
~~179 Cross Street~~ 253 Elks Lane
San Luis Obispo, CA 93401

Phone: (805) ~~781-4397~~ 541-2228 x4397

~~FAX~~ax: (805) 781-1291

Email: tarnold@slorta.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the RTA complies with all provisions of 49 CFR Part 26. However, all RTA executives, management and staff share in the responsibility for making RTA's DBE Program a success and must give their full cooperation to the DBELO in the implementation of this Program. Implementation of the DBE Program has the same priority as all other legal obligations incurred by RTA as contained within its financial assistance agreement with the U.S. DOT. The DBELO has direct, independent access to the Executive Director concerning DBE program matters. The DBELO devotes a portion of their time to the DBE Program. The DBELO is also responsible for all procurements and contracting activities utilizing Federal funds. An organization chart displaying the DBELO's position in the organization is found in Attachment A to this Program.

The DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials, executives, management and staff. Duties and responsibilities of the DBELO include the following:

1. Develops, implements, and updates this DBE Program Plan. Ensures that RTA's management team is aware of the policy and commitment to DBE participation and achievement. Advises RTA's Executive Director on DBE matters and achievement.
- ~~1.~~2. Gathers and reports statistical data and other information as required.
- ~~2.~~3. Reviews third party contracts and purchase requisitions for compliance

with this program.

- ~~3.4.~~ Works with all departments to determine projected Annual Anticipated DBE Participation Level.
- ~~4.5.~~ Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
- ~~5.6.~~ Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
- ~~6.7.~~ Participates in pre-bid meetings.
- ~~7.8.~~ Advises the Executive Director and Board on DBE matters and DBE race-neutral issues.
- ~~8.9.~~ Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
- ~~9.10.~~ Plans and participates in DBE training seminars.
- ~~10.11.~~ Provides outreach to DBEs and community organization to fully advise them of contracting opportunities.

DBE Financial Institutions

It is the policy of the RTA to investigate services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. A list of financial institutions can be obtained from the State of California, Department of General Services, Office of Small Business Certification and Resources, and the website for the Federal Reserve Board www.federalreserve.gov/releases/mob to identify minority-owned banks derived from the Consolidated Reports of Condition and income filed quarterly by banks (FFIEC 031 through 041). The DBELO will continue to use these sources to continue to solicit minority-owned banks to participate in the RTA's DBE Program. ~~To date, the DBELO has identified the following minority-owned financial institutions, which offer services in California: BORREGO SPRINGS Bank NA, EASTERN INTL Bank, COMMUNITY CMRC Bank, and OMNI Bank NA.~~

The RTA shall also encourage its prime contractors to use the services of DBE financial institutions.

Prompt Payment Mechanism

Prompt Payment:

The RTA will include the following clause in each DOT-assisted prime contract:

- With each application for payment for construction contracts, Contractor must submit to RTA an unconditional waiver and release upon progress payment executed by the subcontractors that were due payment from the previous partial payment. For each application for payment for non-construction contracts, the Contractor must submit to RTA a certification, signed by an officer or managing agent of the Contractor, attesting that all subcontractors have been previously paid all amounts due them from prior progress

payments within 30 days after Contractor's receipt of such progress payments. Failure to submit either the unconditional waiver and release or certification with a payment application, as applicable, will be the grounds to reject that payment application.

- That Contractor must make progress payments to its subcontractors not later than 30 days after the receipt of each progress payment from RTA (49 CFR 26.29(a)). Contractor's obligations under this section may be enforced by a subcontractor who has not been paid in the manner provided in this section.

RTA will include the following information in DOT-assisted prime contracts with a DBE requirement:

- With each application for payment the Contractor must submit reports summarizing DBE activity and payments, and release of retention. Before final contract payment is authorized by RTA, Contractor must submit a final DBE activity and payments report. This report shows for each DBE the contract amount, the amount paid to the DBE this report, and the total amount paid the DBE to date.

~~The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from receipt of each payment the prime contract receives from the RTA. Any delay or postponement of the payment from the above referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontracts.~~

Return of Retainage

RTA will release prime contractor retention for completed subcontractor work subject to the following conditions. When Contractor deems that a particular subcontractor's work is satisfactorily completed, Contractor must certify to RTA in writing, with its next application for payment, that the subcontractor's work is satisfactorily completed, and must include in its Contractor's application for payment an invoice for partial release of retention withheld under the Contract to the extent of that portion of the subcontract not previously paid by RTA to Contractor. Contractor's invoice must identify the full amount of the subcontract, less any progress payments previously made by RTA for any portion of the subcontract. In addition, Contractor must submit, with each application for partial release of retention to a subcontractor, an unconditional waiver and release upon final payment, executed by the subcontractor that all their work is satisfactorily completed. Failure to submit such unconditional waivers with a request for partial release of retention will be the grounds to reject that payment application. The form of unconditional waiver and release will be provided by RTA.

Monitoring and Enforcement

RTA has an established procedure and contract language to monitor and enforce that prompt payment and return of retainage is in fact occurring. Requests for partial payment applications for DOT-assisted contracts prepared by staff must be reviewed by the RTA DBELO or his/her delegate to verify that prompt payment and release of retainage contract requirements are satisfied.

Dispute Resolution: DBE firms that wish to report a prime contractor for non-payment may contact RTA's DBELO for assistance with the dispute. The DBELO will investigate complaints within 10 business days and, if necessary, require the prime contractor to provide corrective action. If the dispute remains unresolved after 30 days, RTA may withhold payment to the prime contractor until compliance is met.

Directory

~~The RTA maintains a directory identifying all firms eligible to participate as DBEs. The RTA maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firms has been certified to perform as DBE. We will revise the directory in accordance with UCP database changes. The directory may be found at:~~

~~http://www.dot.ca.gov/hq/bep/find_certified.htm~~

SacRT is a Non-Certifying Member (NCM) of the California Unified Certification Program (UCP). SacRT uses the California UCP DBE directory maintained by Caltrans ("Directory") that identifies all firms eligible to participate as DBEs. The Directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The Directory is revised and updated daily by Caltrans. The DBE Database may be accessed directly at: <https://californiaucp.dbesystem.com>.

Overconcentration

Overconcentration analysis is a monitoring mechanism to ensure that overconcentration can be identified and adequately addressed to ensure that DBEs were not over-utilized in specific areas to the exclusion of non-DBE firms. Overconcentration exists when DBE firms are so overconcentrated in a certain type of work (as determined by NAICS code) as to unduly burden the opportunity of non-DBE firms to participate in this type of work.

RTA has not identified that overconcentration exists in the types of work that DBEs perform on RTA contracts.

RTA will evaluate overconcentration every 3 years during the triennial DBE goal-setting process. RTA will analyze the types of work (by NAICS code) that have been awarded to DBE subcontractors on FTA-assisted contracts that included a race-conscious DBE goal during the previous triennial period. The analysis will compare the availability of DBEs to the availability of non-DBEs in RTA's relevant geographic market area for the identified type of work. This analysis will be performed by comparing the number of DBEs listed in the California Unified Certification Program (CUCP) DBE Directory in RTA's Market Area to the number of firms listed in the US Census County Business Patterns data in RTA's Market Area. For the purposes of the overconcentration analysis, RTA's Market Area will be defined as the counties in Caltrans District 5: Monterey, San Luis Obispo, Santa Cruz, San Benito, Santa Barbara.

If DBE overutilization for any NAICS code exceeds 175%, RTA will determine that DBE overconcentration exists, and appropriate action will be taken to address this overconcentration.

If an overconcentration of DBEs is identified, RTA will notify the CUCP and will submit a plan of action to FTA aimed at eliminating the overconcentration. This plan may include, but not be limited to, incentive programs, technical assistance, contractual consultation, marketing, or other appropriate steps to aid in promoting DBE work in other NAICS codes. RTA may also consider varying the use of contract goals in accordance with §26.51 to ensure that non-DBEs are not prevented from competing for subcontracts, by declining to set a contract-specific goal in specific trades or specialty areas (as documented in NAICS Codes) that have been identified to demonstrate overconcentration, and, not include these NAICS Codes in the calculations for setting RTA's Triennial DBE Goals.

FTA must review RTA's determination of overconcentration and approve any measures designed to address the issue. Once approved by FTA, the actions to be taken will become part of RTA's DBE program.

~~If the DBELO determines that DBE participation is so over-concentrated in certain types of work or contracting opportunities that it unduly burdens the participation of non-DBEs in that type of work, the DBELO will develop appropriate measures to address the over-concentration. The DBELO will seek approval of such measures from FTA and, at that time, the measures will become a part of this Program. Currently, the RTA is unaware of any types of work that have a burdensome over-concentration of DBE participation.~~

Bidders List

DBE Bidders List—recipients would enter into an online USDOT system of data about companies bidding on contracts or subcontracts, such as company name, DBE or non-DBE status, fields of work bid and related NAICS codes, etc.

49 CFR §26.11(c) requires the RTA to create and maintain a Bidders List.- All U.S. DOT-assisted contracts shall include a contract clause requiring all prime bidders/proposers to submit a completed Bidders List to the RTA, for their firm and for all firms (DBE and non-DBE) that submitted a bid, proposal or quote, to the prime bidder/proposer on U.S. DOT-assisted contracts, including firms who were contracted by the prime bidder. The Bidders List shall, at a minimum, contain the following information for each firm:

1. Firm name
2. Firm DBE certification status (DBE or non-DBE)
3. Firm address including ZIP code
4. Firm phone #
5. Firm email
6. Age of the firm
7. Race and gender demographic for the firm's majority owner
8. NAICS code applicable to each scope of work the firm sought to perform in its bid
9. Contract or subcontract amount
10. Contact name and title
11. Type of product/service provided
12. Range of annual gross receipts

The Bidders List shall be collected from all bidders/proposers with their bids or initial proposal response as a part of the RTA's federally assisted procurement and solicitation process.

The RTA will use this information to assist in establishing the RTA's market area and as a resource in allowing the use of the Bidders List approach in calculating the RTA's contract-specific and overall DBE goals.

The RTA will submit the Bidders List to a centralized U.S. DOT database as prescribed by the FTA within the timelines established.

Business Development Programs

The RTA does not operate a business development or mentor-protégé program at the present time. If the RTA implements such a program in the future, the RTA will describe the rationale for having the program element, the specific provisions of the element (e.g. who is eligible to participate, how the program element works, and how interested persons would obtain information about the program element). At the time of a decision to implement a business development or mentor- protégé program, the DBELO will seek approval of such program from FTA and, at that time, the program will become part of the overall DBE program.

Monitoring and Enforcement Mechanisms

The RTA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under ~~our~~ own legal authorities, including responsibility determinations in future contracts. Attachment C lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also provide monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by DBEs. This will be accomplished by regular visits to jobsites and interviews of the personnel performing work.
4. RTA will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award. With each application for payment, the contractor must submit reports summarizing DBE activity and payments. Before final contract payment is authorized by RTA, contractor must submit a final DBE activity and payments report. This report shows, for each DBE, the contract amount, the amount paid the DBE this report, and the total amount paid the DBE to date.
5. RTA will perform compliance reviews of contract payments to DBEs. The review of payments to DBE subcontractors will be conducted to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.
- ~~4. We will keep a running tally of actual payment to DBE firms for work committed to them at the time of contract award.~~

Small Business Participation

The RTA will implement a Small Business Element to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors in direct response to regulatory requirements, 49 CFR Part 26.39.

While the RTA has historically utilized race and general neutral strategies to promote and advance Small Business participation efforts as a part of the RTA's DBE Program implementation efforts, this element of the program serves to unify in a singular location these important efforts.

The RTA will implement the following mechanisms to ensure compliance with 49 CFR Part 26.

1. On prime contracts not having contract goals, we will require the prime contractor to provide subcontracting opportunities that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
2. In multi-year design build contracts or other large contracts we will require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small business, including DBEs, can reasonably perform.
3. To meet the portion of our overall goal we project to meet through race-neutral measures, we will ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
4. We will identify alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint venture consisting of small businesses, including DBEs, to compete for and perform prime contracts.

For the purposes of capturing Small Business utilization, the RTA adheres to the U.S. Department of Transportation's Small Business definition for what constitutes a Small Business Enterprise.

This Small Business Element will include, but is not limited to the following assertive, active and effective strategies:

- A. The RTA will continue to conduct regular reviews of procurements, to assess opportunities for unbundling (breaking out scopes of work/services to facilitate small business prime contracting opportunities). The RTA believes that including the participation of procurement staff in scheduled reviews will increase accountability of the RTA's procurement options and decisions and in doing so will ultimately improve contracting opportunities for Small Business Enterprises at the prime level.
- B. The RTA will notify and as part of its pre-proposal and pre-bid meetings process prior to submission of bids and proposals, a recommendation stating that prime contractors shall create subcontract opportunities when no DBE goal has been set for that procurement. The DBELO shall participate in all pre-bid and pre-proposal meetings to assure this information is made a part of the procurement process to encourage and establish small business concerns.
- C. The RTA will establish a small business set aside to be incorporated within FTA funded

procurements under competitive conditions under \$100,000. Under the definition of a small business concern this would mean, with respect to firms seeking to participate as DBE's in DOT-assisted contracts, a small business concern as defined pursuant to Section of the Small Business Act and Small Business Administration regulations implementing it (13 CFR, Part 121) that also does not exceed the cap on average annual gross receipts specified in 26.65(b).

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Set-asides or Quotas

The RTA does not use quotas in any way in the administration of this DBE program.

Overall Goals

In accordance with Section 26.45(f) the RTA will submit its triennial overall DBE goal to the Federal Transit Administration on August 1 of the year specified by FTA. The DBE goal is calculated using the two-step process described in the “Tips for Goal Setting” guidance provided by USDOT. Please see the RTA Goal Setting Methodology for additional information.

The RTA will also request use of project-specific DBE goals as appropriate, and/or will establish project specific DBE goals as directed by FTA. Before establishing the three year overall goal, the RTA obtains information concerning the availability for disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs and the RTA’s efforts to establish a level playing field for the participation of DBEs.

The RTA will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our office for 30 days following the date of the notice, and informing the public that the RTA will accept comments on the goals for 45 days from the date of notice. This notice will be published in the Tribune or the New Times. Normally, we will issue this notice by June 1 of the year of goal submission. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to DOT will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc., used to develop the goal; a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in media outlets listed above.

We will begin using our three-year goal on October 1 of the calendar year following the August 1 submission to FTA, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

If the awards and commitments shown on the RTA Uniform Report at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the RTA will:

- A. Analyze in detail the reasons for the difference between the overall goal and awards and commitments in that fiscal year;
- B. Establish specific steps and milestones to correct the problems identified in the analysis and to enable the RTA to fully meet the goal for the new fiscal year;

The RTA will retain the analysis and corrective actions for three years and make it available to FTA on request for their review.

Meeting the Overall Goals and Accountability

If the awards and commitments shown on RTA’s Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the RTA DBELO must, in accordance with 49 CFR Section 26.47(c), conduct a Shortfall Analysis and:

1. Analyze in detail what efforts RTA made in attempting to meet the goal, what reasons may have played a role in the shortfall and caused the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the shortfall analysis; and
3. Submit the Shortfall Analysis Report and corrective plan to FTA within 90 days of the end of the affected fiscal year.

Transit Vehicle Manufacturers Goals

The RTA will require each Transit Vehicle Manufacturer (TVM), as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the RTA may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of this program.

FTA’s certified list of TVMs is posted on the FTA website at:

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>

As required in Section 26.49(a)(4), within 30 days of making an award RTA will submit notification to FTA the name of the successful bidder, and the total dollar value of the TVM contract. RTA will submit the required post-award TVM report online at <https://www.surveymonkey.com/r/vehicleawardreportsurvey>. To confirm notification of TVM award has been made to FTA, RTA will create a “print screen” of the notification of TVM award and keep a copy of the print screen in the procurement file to document that the requirement was met.~~The RTA will submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant-agreement.~~

Overall Goals/Contract Goals

The RTA will meet the maximum feasible portion of its overall goal using race-neutral

means of facilitating DBE participation. In order to do so, the RTA will:

- Encourage participation of DBEs in pre-bid conferences;
- Outreach to DBE trade associations to provide information on the RTA contracting opportunities;
- Solicit support of DBE trade associations to distribute bid announcements including bid specifications;
- Encourage DBEs to discuss their capabilities with prime contractors at pre-bid conferences.

The RTA will use contract goals to meet any portion of the overall goal the RTA does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

The RTA will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g. type and location of work, availability of DBEs to perform the particular type of work.)

The RTA will express our contract goals as a percentage of total amounts of DOT-assisted contracts.

As a transit agency operating in California and covered by the decision of the U.S. Court of Appeals for the Ninth Circuit in the case of *Western Sates Paving Co., Inc. v. Washington State DOT*, the RTA will not adopt race-conscious measures of DBE participation prior to the implementation of a disparity study.

In order to ensure that the RTA's DBE Program will be narrowly tailored to overcome the effects of discrimination, the RTA will adjust the estimated breakout of race neutral and race conscious participation as needed to reflect actual DBE participation (see Part 26.51(f)) and we will track and report race neutral and race conscious participation separately. For reporting purposes, race neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

Data will be maintained separately on DBE achievements in those contracts with and without contract goals, respectively.

Good Faith Efforts Procedure

Award of Contracts with a DBE Contract Goal

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, the RTA will not award the contract to a bidder who does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

Information to be Submitted

The RTA treats bidder/offeree's compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerees to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Evaluation of Good Faith Efforts

RTA treats bidder compliance with good faith efforts' requirements as a matter of responsibility.

The RTA DBELO, in collaboration with other RTA staff, is responsible for determining whether a bidder that has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible. In accordance with 49 CFR Section 26.53 and Appendix A, Guidance Concerning Good Faith Efforts, the following is a list of types of actions which RTA will consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Sources Sought Notices and/or Requests for Proposals, written notices

or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
4. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract goal. Another practice considered an insufficient good faith effort is the rejection of the DBE

because its quotation for the work was not the lowest received. However, nothing in this paragraph will be construed to require the bidder or prime contractor to accept unreasonable quotes to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBEs.

~~The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.~~

~~The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.~~

~~We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.~~

~~Information to be Submitted~~

~~The RTA treats bidder/offeror's compliance with good faith efforts' requirements as a matter of responsiveness.~~

~~Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:~~

- ~~1. The names and addresses of DBE firms that will participate in the contract;~~
- ~~2.1. A description of the work that each DBE will perform;~~
- ~~3.1. The dollar amount of the participation of each DBE firm participating;~~
- ~~4.1. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;~~
- ~~5.1. Written and signed confirmation from the DBE that it is participating in the contract as~~

~~provided in the prime contractors commitment; and
6.1. If the contract goal is not met, evidence of good faith efforts.~~

Administrative Reconsideration

Within two business days of being informed by the RTA that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Geoff Straw, Executive Director
~~179 Cross Street 253 Elks Lane~~
San Luis Obispo, CA 93401
(805) ~~781-541-2228~~ x4465

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts When a DBE is Terminated/Replaced on a Contract with Contract Goals

The RTA requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without the RTA's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to the RTA its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the RTA prior to consideration of the request to terminate. The DBE will then have five days to respond and advise the RTA of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, the RTA will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The RTA will require the prime contractor to notify the DBELO immediately of the DBE's inability or unwillingness to perform and provide reasonable

documentation.

In this situation, the prime contractor will be required to obtain the RTA's prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the RTA's contracting office will issue an order stopping all or part of the payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

DBE Performance Plan (DPP) Requirement for Design-Build Procurements

The RTA recognizes that certain modifications are necessary to adapt the DBE Program for use in connection with Design-Build projects and will therefore follow the prescribed regulatory U.S. DOT requirements and subsequently published guidance.

Prime contractors/consultants responding to a Request for Proposal (RFP) for design build procurements are required to submit a comprehensive and open-ended DBE Performance Plan (DPP) with their proposal.

- i. The DPP must clearly specify the types of work the prime contractor/consultant will solicit from DBEs and provide a detailed timeline for when actual subcontracting opportunities will come to fruition.
- ii. The Authority will rigorously monitor the prime contractor/consultants' compliance with the DPP throughout the life of the contract to ensure alignment with project progress and fulfillment of DBE participation commitments. Failure to adhere to the DPP may result in corrective actions or other contractually specified remedies.
- iii. Any revisions to the DPP must be formally documented and agreed upon in writing by the Authority to maintain accountability and alignment with project requirements.

Additionally, the contract boilerplate requirements shall be reviewed for further guidance and detailed provisions related to the DPP and DBE compliance. These requirements provide critical information to ensure the DPP remains consistent with the evolving scope and progress of the project.

Sample Bid Specification

The requirement of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the San Luis Obispo Regional Transit Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of

this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of _____ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Counting DBE Participation

The RTA will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. _____

1. When a DBE participates in a contract, RTA will count only the value of the work actually performed by the DBE toward DBE goals.
2. When a DBE performs as a participant in a joint venture, RTA will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
3. RTA will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.
4. RTA will use the following factors in determining whether a DBE trucking company is performing a commercially useful function (Disadvantaged Business Enterprises (DBE) Trucking Verification form:
 - a. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. The DBE receives full credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate DOT operating administration.
 - f. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
 - g. For purposes of determining whether a DBE trucking company is performing a commercially useful function, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
5. RTA must determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction

expediter) on a contract-by-contract basis. Prior to award of a contract, RTA will use the FTA's new pre-award tool to assist in evaluating whether a firm is a regular dealer or distributor: <https://www.transportation.gov/DBEBP>. RTA will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- a. **DBE Manufacturer:** If the materials or supplies are obtained from a DBE manufacturer, RTA will count 100% of the cost of the materials or supplies toward DBE goals.
 - b. **DBE Regular Dealer:** If the materials or supplies are purchased from a DBE regular dealer, RTA will count 60% of the cost of the materials or supplies toward DBE goals.
 - c. **DBE Distributor:** If the materials or supplies are purchased from a DBE distributor, RTA will count 40% of the cost of the materials or supplies toward DBE goals.
 - d. **DBE Intermediaries (e.g. Brokers):** With respect to materials or supplies purchased from a DBE that is neither a manufacturer, a regular dealer, nor a distributor (e.g., packagers, brokers, manufacturer's representatives, or others that arrange, facilitate, or expedite transactions), RTA will count only the reasonable amount of fees or commissions charged for assistance in the procurement of the materials and supplies, delivery fees, transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided RTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. RTA will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
6. If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 Subpart D Certification Standards, at the time of the execution of the contract, RTA will not count the firm's participation toward any DBE goals, except as provided for in 49 CFR Section 26.87(i).
 7. RTA will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward RTA's overall goal.
 8. RTA will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

DBE Supplier Definitions from 49 CFR 26.55

Manufacturer (49 CFR 26.55(e)(1): "...a manufacturer is a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product."

Regular Dealers with establishments (49 CFR 26.55(e)(2)(ii): "...a regular dealer is a firm that

owns (or leases) and operates a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business.”

Regular Dealers of Bulk Items (49 CFR 26.55(e)(2)(iv)(B)): “A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in paragraph (e)(2)(ii) of this section if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers’ distribution equipment must be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.”

Distributor (49 CFR 26.55(e)(3)): “... neither maintains sufficient inventory or uses its own distribution equipment for the products in question,... A distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer’s facility), making it liable for any loss of damage not covered by the carrier’s insurance.”

SUBPARTS D & E – CERTIFICATION

Certification Process

The RTA will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

~~Olivia Fonseca~~ David DeLuz
Caltrans
Deputy Director of Civil Rights
1823 14 Street
Sacramento, CA 95811
(916) 324-1700
Toll-Free (866) 810-6346
DBE.Certification@dot.ca.gov

Certification application forms and documentation requirements are found at:

<https://dot.ca.gov/programs/civil-rights/dbe-certification-information>
<http://www.dot.ca.gov/hq/bep/>

Unified Certification Programs

The RTA is a member of the Unified Certification Program (UCP) administered by California Department of Transportation (Caltrans). The UCP will meet all of the requirements of this section. The following is a description of the UCP:

The California Unified Certification Program (CUCP) provides “one-stop shopping” certification services to small, minority and women businesses seeking to participate in the United States Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) Program. Certification services are offered to businesses seeking to obtain either DBE or airport concessionaire disadvantaged business enterprise (ACDBE) status.

As mandated by USDOT in the DBE Program, Final Rule 49 Code of Federal Regulations (CFR), Part 26, all public agencies that receive USDOT federal financial assistance must participate in a statewide unified certification program. These public agencies, commonly referred to as “recipients” of USDOT funds, include municipalities, counties, special districts, airports, transit agencies, and the State Department of Transportation (Caltrans).

The California Unified Certification Program (CUCP) went into effect on January 1, 2002. It is a “One-Stop Shopping” certification program that eliminates the need for a DBE or ACDBE firm to

_obtain certifications from multiple agencies within the State. A business certified as a DBE or ACDBE through the CUCP is automatically accepted by all USDOT recipients in California.

The CUCP is charged with the responsibility of overseeing the certification activities performed by various certifying agencies, and compiling and maintaining a single Statewide database of certified DBEs. The Database is intended to expand the use of DBE and ACDBE firms by maintaining complete and current information on those businesses and the projects and services they can provide to all USDOT recipients in California. Select the "Directory" link on the stop to access the Statewide database.

The CUCP certifying agencies are responsible for certifying DBE firms. You only need to apply for DBE certification at one agency. If your firm meets the General Criteria for DBE certification as provided on the Application Package, submit your completed application, along with the requested documentation, to one of the Certifying Agencies serving the geographical area where your firm has its principal place of business.

Procedures for Certification Decisions

Any firm or complainant may appeal a Caltrans UCP's decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation
Office of Civil Rights Certification Appeals Branch
1200 New Jersey Ave. SE
West Building, 7th, ~~7th~~ Floor
Washington, D.C. 20590

We will promptly implement any DOT certification appeal decision affecting the eligibility of DBEs for our DOT-assisted contracting (e.g. certify a firm if DOT has determined that our denial of its application was erroneous).

Those wishing to file an appeal must send a letter to the Department within 90 days of the date of the recipient's final decision, including information and setting forth a full and specific statement as to why the decision is erroneous, what significant fact that the recipient failed to consider, or what provisions of this Part the recipient did not properly apply. The Department may accept an appeal filed later than 90 days after the date of the decision if the Department determines that there was good cause for the late filing of the appeal or in the interest of justice.

SUBPART F – COMPLIANCE AND ENFORCEMENT

RTA will enforce contract compliance with the DBE requirements, in accordance with 49 CFR Section 26.107.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of any DOT-assisted contract. The contractor shall carry out applicable requirements of 49 CFR, part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state and local law as applicable in the State of California.

The statement below is included in all Requests for Proposals (RFPs):

The Proposals received become the exclusive property of the San Luis Obispo Regional Transit Authority (RTA). At such time as a contract award is made by the RTA, all Proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal which are trade secrets as the term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." The RTA shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked if disclosure is deemed required by law or by an order of a court. Proposals that indiscriminately identify all or most of the Proposal as exempt from disclosure without justification may be found technically unacceptable.

The statement below is included in all Invitations for Bids (IFBs):

The Bids received become the exclusive property of the San Luis Obispo Regional Transit Authority (RTA). At such time the RTA publishes its Board agenda containing a recommended action concerning a contract award, all Bids submitted in response to this IFB shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Bid which are trade secrets as that term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET", "CONFIDENTIAL" or "PROPRIETARY."

The RTA shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked if disclosure is deemed required by law or by an order of a court. Bids that indiscriminately identify all or most of the Bid as exempt from disclosure without justification may be found technically unacceptable.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the RTA or DOT. This reporting requirement also extends to any certified DBE subcontractor.

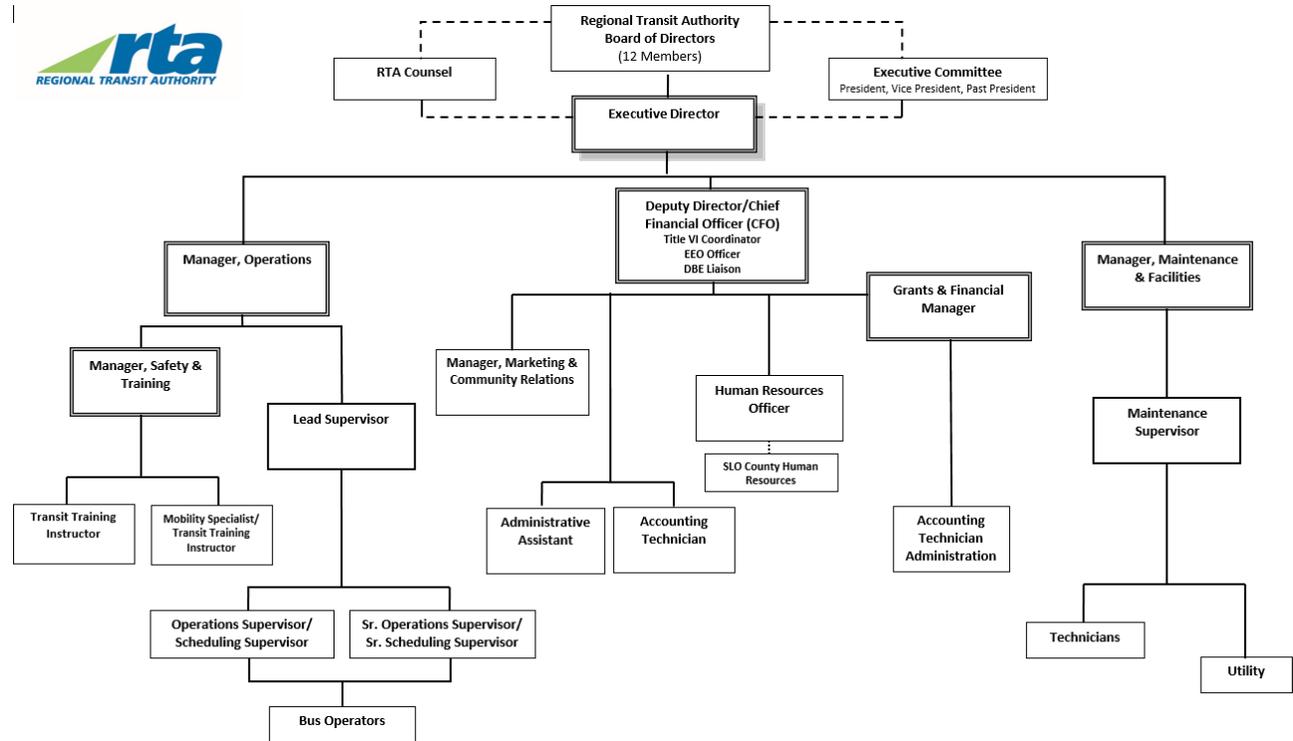
We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

Attachment A	Organizational Chart
Attachment B	DBE Directory
Attachment C	Monitoring and Enforcement Mechanisms
Attachment D	Breakout of Estimated

ATTACHMENT A

DBE ORGANIZATION CHART



The RTA does not maintain additional staff to support the DBE Liaison Officer (DBELO) activities. Various divisions report their project information and provide annual updates to the DBELO for reporting annually to FTA.

ATTACHMENT B

DBE Directory

Please reference the California Department of Transportation DBE Database:

https://caltrans.dbesystem.com/http://www.dot.ca.gov/hq/bep/find_certified.htm

ATTACHMENT C

Monitoring and Enforcement Mechanisms

The RTA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

The following regulations, provisions, and contract remedies are available to the RTA in the event of non-compliance with the DBE regulations by a contractor in its procurement activities:

1. DBE
 - A. The RTA has established a DBE Program pursuant to 49 CFR Part 26. The requirements and procedures of the RTA's DBE Program are hereby incorporated by reference into this Contract. Failure by any Party to carry out the RTA's DBE Program procedures and requirements or applicable requirements of 49 CFR Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or other such appropriate administrative remedy. Each Party shall ensure that compliance with the RTA's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.
 - B. The Contractor agrees that it will take necessary and reasonable steps to ensure that DBEs as defined in 49 CFR Part 26 have a fair opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract. Neither the Contractor nor any of its sub-contractors shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in termination of this Contract or such other remedy as the RTA deems appropriate. The Contractor agrees that it will adapt and use the race-neutral means identified in 49 CFR Part 26.51(b) as appropriate for application to services under this Contract and will, to the maximum extent feasible, undertake these means of encouraging race neutral participation in the performance of its work. Each subcontract the Contractor signs with a sub-contractor will include the above statement.
 - C. The Contractor will be required to demonstrate that it has undertaken "good faith efforts" to achieve DBE participation as that term is defined in Section 26.5 of Title 49 of the Code of Federal Regulations and in accordance with the guidance provided in Appendix A to Part 26 of Title 49. The Contractor's failure to make good faith efforts shall be considered a material breach of the Agreement, and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 CFR Part 26.107.

2. Prompt Payment

- A. Within thirty (30) calendar days from receipt by the RTA of an invoice for each payment described in this Section and upon notification to the Contractor by the RTA that Contractor has performed the professional services necessary for payment, the RTA will pay Contractor the amount due. Neither payment of amounts due by the RTA nor acceptance of any such payment by the Contractor shall constitute a waiver of any claim for errors or omission in invoices or payments.
- B. No later than thirty (30) days after receiving payment from the RTA for work satisfactorily performed by any of its sub-contractors for series rendered arising out of or related to this Agreement, the Contractor shall make full payment to its sub-contractors of all compensation due and owing under the relevant subcontract agreement, unless executed by the RTA for good cause pursuant to provisions set out below.
- C. The Contractor may only delay or postpone any payment obligation to any of its sub-contractors for services rendered arising out of or related to this Agreement where, in the RTA's sole estimation, good cause exists for such a delay or postponement. All such determinations on the RTA's part that good cause exists for the delay or postponement of the Contractor's payment obligation to its sub-contractors must be made in writing prior to the time when payment to the sub-contractor's would have been otherwise due by the Contractor.

3. Performance Requirement

- A. The Contractor shall, at all times during the term of the Contract, perform all of its professional services in accordance with appropriate prevailing professional practice standards; and shall furnish all labor, supervision, material and supplies necessary therefor. Notwithstanding the provisions of any drawings, technical specifications or other data by the RTA, the Contractor shall have the responsibility of supplying all items and details to perform the professional services specified in this Contract.
- B. The Contractor shall perform all of its professional services in its own name and as an independent Contractor, and not in the name of, or as an agent for, the RTA. Under the terms of the Contract, the Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than the RTA representatives, assisting in the performance of its services. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be

responsible for its own acts and those of its subordinates, employees, and any and all sub-contractors during the term of the Contract.

- C. The Contractor shall prepare, complete, and submit to the RTA the necessary reports, plans, specifications and the supporting data required to complete the Scope of Work set forth in this Contract.

4. Indemnification

The Contractor agrees to indemnify, defend, indemnify and hold harmless the RTA against any claims, losses, costs, liability or damages in any way related to a claim that the RTA is violating Federal, state, or local laws, or any contractual provisions, relating to copyrights, trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. The Contractor shall bear all costs arising from the use if patented, copyrighted, trade secret or trademarked materials, equipment, devices or processes used on or incorporated in the services provided and works produced under this Agreement. In case such materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, the Contractor, at its expense, shall (a) secure for the RTA's right to continue using the materials, equipment, devices or processes by suspension of any injunction or by procuring a license or licenses for the RTA; or (b) modify the materials, equipment, devices, or processes so that they become non-fringing. This covenant shall survive the termination of this Agreement.

5. Disputes

- A. Any dispute between the Contractor and the RTA relating to the implementation or administration of the Contract shall be resolved in accordance with this Section.
- B. The Parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor and the RTA's representative. If the dispute remains unresolved 15 days after it first arises, the Contractor may request that the RTA's representative issue a recommended decision on the matter in dispute. The RTA's representative shall issue the recommended decision in writing and provide a copy to the Contractor.
- C. The recommended decision of the RTA's representative will become final unless, within 15 days of receipt of such recommended decision, the Contractor submits a written request for review to the RTA Executive Director. In connection with any such review, the Contractor and the RTA's representative shall be afforded an opportunity to be heard and to offer evidence on the issues presented. If the dispute remains unresolved after review by the Director of Transit Services, either party may seek resolution through referral to non-binding mediation. If such mediation is unsuccessful, either party may seek judicial resolution of the

dispute in an appropriate Court of the State of California. Any party seeking resolution through the Courts of the State of California must, as a condition precedent to the commencement of litigation, demonstrate that it has made a good faith effort to resolve the dispute through the use of non-binding mediation.

- D. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with performance in accordance with the Contract and the recommended decision of the RTA's representative.

6. Subcontracting

- A. The Contractor will not enter into any subcontract except with the prior review and written approval of the RTA. The Contractor shall be fully responsible for all work performed by any sub-contractor.
- B. Any approval of a subcontract shall not be construed as making the RTA a party to such subcontract, giving the sub-contractor privity of contract with the RTA, or subjecting the RTA to liability of any kind to any sub-contractor.
- C. All subcontracts will incorporate in full all appropriate conditions and terms as set forth in this Contract.

7. Compliance with Laws and Permits

In any of the following cases, the RTA shall have the right to cancel the Contract without expense to the RTA: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State of California or the United States. This Section shall not be construed to limit the RTA's right to terminate the Contract for convenience or default.

8. Cancellation of Contract

In any of the following cases, the RTA shall have the right to cancel the Contract without expense to the RTA: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State of California or the United States. This Section shall not be construed to limit the RTA's right to terminate the Contract for convenience or default.

9. Termination for Default

- A. Subject to the provisions of subsection C of this Section, the RTA may terminate

the whole or party of the Contract in any one of the following circumstances:

- If the Contractor fails to provide the services in the manner required by the Contract;
- If the Contractor fails to perform any of the provisions of the Contract in accordance with its terms; or
- If the Contractor fails to make progress in the prosecution of the work under the Contract so as to endanger such performance.

B. In the event that the RTA terminates the Contract in whole or in part as provided in Subsection A of this Section, the RTA may procure, upon such terms and in such manner as the RTA may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the RTA for costs associated with the termination of the Contract, the procurement of replacement services by the RTA, any excess costs of such similar supplies or services, and any increase in the total Contract cost as result of the reprocurement of services from the date of termination to the expiration date of the original Contract. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Contractor and the RTA are subject to resolution pursuant to Section 11.

C. If the RTA determines that an event of default under this Section has occurred, it shall immediately notify the Contractor in writing and provide the Contractor with thirty (30) days in which to provide a plan to cure such default including a timetable for accomplishing the cure. The RTA must approve the plan and the timetable, which approval shall not be unreasonably withheld. If the Contractor fails to cure in accordance with its plan and timetable, the RTA may declare the Contractor to be in default and terminate the Contract in whole or in part.

D. Except as otherwise provided, settlement of claims by the Contractor under this termination Section shall be in accordance with the provisions set forth in 48CFR Part 49, as amended from time to time.

10. False or Fraudulent Statement and Claims

By executing this Contract the Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties under the program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. 3801 *et seq.*), and implementing Department of Transportation regulations set forth at 49 CFR Part 31.

ATTACHMENT D

Breakout of Estimated

Race Neutral & Race Conscious Participation

The San Luis Obispo Regional Transit Authority (RTA) will meet the maximum feasible portion of its overall goal by using race neutral means of facilitating DBE participation. The RTA uses the following race neutral means to increase DBE participation:

- Encourage participation of DBE's in pre-bid conferences
- Outreach to DBE trade associations to provide information on the RTA contracting opportunities
- Solicit support of DBE trade associations to distribute bid announcements including bid specifications
- Encourage DBE's to discuss their capabilities with prime contractors at pre-bid conferences

As a transit agency operating in California and covered by the decision of the U.S. Court of Appeals for the Ninth Circuit in the case of *Western States Paving Co., Inc. v. Washington State DOT*, the RTA will not adopt race conscious measures of DBE participation prior to the implementation of a disparity study.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

The RTA will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

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**San Luis Obispo Regional Transit Authority
Disadvantaged Business Enterprise Program**

Objectives/Policy Statement

The San Luis Obispo Regional Transit Authority (RTA) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 Code of Federal Regulations (CFR) Part 26. The RTA has received Federal financial assistance from the DOT and as a condition of receiving this assistance, the RTA has signed an assurance that it will comply with 49 CFR Part 26 and the 2024 DBE Final Rule effective May 9, 2024.

It is the policy of the RTA to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the RTA's policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by RTA;
7. To assist the development of firms so that they can compete successfully in the marketplace outside the DBE program; and
8. To Administer the DBE Program in close coordination with the various departments within RTA so as to facilitate the successful implementation of the DBE Program.

The Executive Director has designated Deputy Director/CFO as the DBE Liaison Officer. In that capacity, the DBE Liaison Officer is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the RTA in its financial assistance agreements with the DOT.

The complete DBE Program is available for review at RTA's website:

<https://www.slorta.org/about-rta/civil-rights-information/>

The RTA has disseminated this policy to the Board of the RTA and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform or are interested in performing work for the RTA on DOT-assisted contracts

Geoff Straw, Executive Director

Date

SUBPART A – GENERAL REQUIREMENTS

Objectives

The objectives are found in the policy statement on the first page of this Program.

Applicability

The San Luis Obispo Regional Transit Authority (RTA) is the recipient of Federal transit funds authorized by Titles I, III, V and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Pub. L. 105-178. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144; Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405; Fixing America's Surface Transportation Act (FAST Act), Pub. L. No. 114-94, 129 Stat. 1312; and Divisions A and C of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 .

Definitions

The RTA will adopt the definitions contained in 49 CFR Part 26.5.

The term "Bidders" as used in this document means both Bidders or Proposers, as applicable. The term "Bid" as used in this document means both Bids or Proposals, as applicable.

Non-discrimination Requirements

The RTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the RTA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Record Keeping Requirements

For federally-assisted solicitations, the DBELO will collect, review, and track prime and subcontractor information including:

1. Bidders list information about all DBEs and non-DBEs that bid as prime contractors and subcontractors (including unsuccessful prime contractors and subcontractors) on each of RTA's federally-assisted contracts. Information collected must be submitted with bids or initial responses to negotiated procurements.

2. Prime and subcontractor awards and commitments (submitted by the successful contractor at time of bid).
3. DBE awards and commitments (submitted by the successful contractor at time of bid).
4. Payments to prime contractors, progress payments and final payment at the close of contract.
5. Payments to DBE contractors, subcontractors, and suppliers.

The DBELO will collate these records for the purpose of submitting Uniform Reports of DBE Awards or Commitments and Payments to DOT no later than the deadlines specified above. Detailed procedures for completing Semi-Annual Uniform Reports are contained in RTA's DBE Procedures Manual.

Subrecipients that receive DOT pass-through awards will report DBE participation to RTA semi-annually using the Uniform Report of DBE Awards/Commitments and Payments. These reports will capture DBE participation for DOT-assisted contracts awarded by subrecipients and actual DBE attainments based on payments made to DBEs on DOT-assisted contracts within the respective reporting period. Subrecipients will comply with these requirements until all contracts awarded with DOT funds are completed, award funds are exhausted, and/or award funds are returned to RTA. For subrecipients that do not submit a Uniform Report directly to the FTA, RTA will incorporate the subrecipient's DBE data into its own Uniform Report.

Uniform Reports of DBE Awards/Commitments and Payments

The RTA's DBELO or designee shall submit for FTA review and approval, a semiannual Uniform Report of DBE Awards or Commitments and Payments. In conformance with FTA direction the Authority will submit reports through FTA's Transit Award Management System (TrAMS) by June 1 and December 1 of each federal fiscal year.

The reports shall list the RTA's and any subrecipient's dollar value of DBE participation for U.S. DOT-assisted contracts and subcontracts awarded and closed and shall demonstrate the RTA's progress toward reaching the FTA-approved overall/triennial DBE goal. All dollar amounts reported will reflect the federal share of such contracts. The report will identify the federally assisted contract numbers, NAICS codes identified for each DBE on each contract awarded, and dollar amount awarded to each certified DBE through the use of race conscious methods and race neutral methods. The Uniform Report will further capture the names of DBE contractors that performed work and the work categories/trades performed, dollar value of contracts, number of firms that were listed at commitment but replaced (as well as an explanation for the replacement); and number of firms decertified during the reporting period. Pursuant to DBE Program regulations, the RTA will also report DBE participation and payments on ongoing contracts.

The RTA will adhere to the following reporting period based on the Federal Fiscal Year

- Reporting period: October 1st through March 31st report due June 1st
- Reporting period: April 1st through September 30th due December 1st

Assurances

The RTA has signed the FTA Master Agreement that includes the following assurances, applicable to all DOT-assisted contracts and their administration:

Federal Financial Assistance Agreement Assurance:

The RTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RTA of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance:

We will ensure that the following clause is placed in every DOT-assisted subrecipient agreement and third party contract (modified only as necessary to identify the affected parties or agreement) and will obtain the agreement of each of its subrecipients, third party contractors, and third party subcontractors to include the following assurance in every subagreement and third party contract it signs:

The subrecipient, each third party contractor, and each third party subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26. The subrecipient, third party contractors, and third party subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable. Failure by the subrecipient, third party contractor, and third party subcontractor, and any of its third party contractors or third party subcontractors to carry out the requirements of this provision is a material breach of this agreement, third party contract, or third party subcontract, as applicable. The following remedies, or such other remedy as SacRT deems appropriate, include, but are not limited to, withholding progress payments, assessing sanctions, liquidated damages, and/or disqualifying the subrecipient, third party

contractor, or third party subcontractor from future bidding as non-responsible. The subrecipient, third party contractors, and third party subcontractors must include these requirements in each contract or subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties or agreement.

SUBPART B – ADMINISTRATIVE REQUIREMENTS

DBE Program Updates

The RTA will continue to carry out this program until all funds from DOT financial assistance have been expended. The RTA will provide DOT updates representing significant changes in the program as they occur. The RTA understands that all changes must be approved prior to implementation.

DBE Liaison Officer

The RTA has designated the following individual as its DBE Liaison Officer

(DBELO):

Deputy Director/Chief Financial Officer
San Luis Obispo Regional Transit Authority
253 Elks Lane
San Luis Obispo, CA 93401
Phone: (805) 541-2228 x4397
Fax: (805) 781-1291
Email: tarnold@slorta.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the RTA complies with all provisions of 49 CFR Part 26. However, all RTA executives, management and staff share in the responsibility for making RTA's DBE Program a success and must give their full cooperation to the DBELO in the implementation of this Program. Implementation of the DBE Program has the same priority as all other legal obligations incurred by RTA as contained within its financial assistance agreement with the U.S. DOT. The DBELO has direct, independent access to the Executive Director concerning DBE program matters. The DBELO devotes a portion of their time to the DBE Program. The DBELO is also responsible for all procurements and contracting activities utilizing Federal funds. An organization chart displaying the DBELO's position in the organization is found in Attachment A to this Program.

The DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials, executives, management and staff. Duties and responsibilities of the DBELO include the following:

1. Develops, implements, and updates this DBE Program Plan. Ensures that RTA's management team is aware of the policy and commitment to DBE participation and

- achievement. Advises RTA's Executive Director on DBE matters and achievement.
2. Gathers and reports statistical data and other information as required.
 3. Reviews third party contracts and purchase requisitions for compliance with this program.
 4. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
 5. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
 6. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
 7. Participates in pre-bid meetings.
 8. Advises the Executive Director and Board on DBE matters and DBE race-neutral issues.
 9. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
 10. Plans and participates in DBE training seminars.
 11. Provides outreach to DBEs and community organization to fully advise them of contracting opportunities.

DBE Financial Institutions

It is the policy of the RTA to investigate services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. A list of financial institutions can be obtained from the State of California, Department of General Services, Office of Small Business Certification and Resources, and the website for the Federal Reserve Board www.federalreserve.gov/releases/mob to identify minority-owned banks derived from the Consolidated Reports of Condition and income filed quarterly by banks (FFIEC 031 through 041). The DBELO will continue to use these sources to continue to solicit minority-owned banks to participate in the RTA's DBE Program.

The RTA shall also encourage its prime contractors to use the services of DBE financial institutions.

Prompt Payment Mechanism

Prompt Payment:

The RTA will include the following clause in each DOT-assisted prime contract:

- With each application for payment for construction contracts, Contractor must submit to RTA an unconditional waiver and release upon progress payment executed by the subcontractors that were due payment from the previous partial payment. For each application for payment for non-construction contracts, the Contractor must submit to RTA a certification, signed by an officer or managing agent of the Contractor, attesting that all subcontractors have been previously paid all amounts due them from prior progress

payments within 30 days after Contractor's receipt of such progress payments. Failure to submit either the unconditional waiver and release or certification with a payment application, as applicable, will be the grounds to reject that payment application.

- That Contractor must make progress payments to its subcontractors not later than 30 days after the receipt of each progress payment from RTA (49 CFR 26.29(a)). Contractor's obligations under this section may be enforced by a subcontractor who has not been paid in the manner provided in this section.

RTA will include the following information in DOT-assisted prime contracts with a DBE requirement:

- With each application for payment the Contractor must submit reports summarizing DBE activity and payments, and release of retention. Before final contract payment is authorized by RTA, Contractor must submit a final DBE activity and payments report. This report shows for each DBE the contract amount, the amount paid to the DBE this report, and the total amount paid the DBE to date.

Return of Retainage

RTA will release prime contractor retention for completed subcontractor work subject to the following conditions. When Contractor deems that a particular subcontractor's work is satisfactorily completed, Contractor must certify to RTA in writing, with its next application for payment, that the subcontractor's work is satisfactorily completed, and must include in its Contractor's application for payment an invoice for partial release of retention withheld under the Contract to the extent of that portion of the subcontract not previously paid by RTA to Contractor. Contractor's invoice must identify the full amount of the subcontract, less any progress payments previously made by RTA for any portion of the subcontract. In addition, Contractor must submit, with each application for partial release of retention to a subcontractor, an unconditional waiver and release upon final payment, executed by the subcontractor that all their work is satisfactorily completed. Failure to submit such unconditional waivers with a request for partial release of retention will be the grounds to reject that payment application. The form of unconditional waiver and release will be provided by RTA.

Monitoring and Enforcement

RTA has an established procedure and contract language to monitor and enforce that prompt payment and return of retainage is in fact occurring. Requests for partial payment applications for DOT-assisted contracts prepared by staff must be reviewed by the RTA DBELO or his/her delegate to verify that prompt payment and release of retainage contract requirements are satisfied.

Dispute Resolution: DBE firms that wish to report a prime contractor for non-payment may contact RTA's DBELO for assistance with the dispute. The DBELO will investigate complaints within 10 business days and, if necessary, require the prime contractor to provide corrective action. If the dispute remains unresolved after 30 days, RTA may withhold payment to the prime contractor until compliance is met.

Directory

SacRT is a Non-Certifying Member (NCM) of the California Unified Certification Program (UCP). SacRT uses the California UCP DBE directory maintained by Caltrans (“Directory”) that identifies all firms eligible to participate as DBEs. The Directory lists the firm’s name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The Directory is revised and updated daily by Caltrans. The DBE Database may be accessed directly at: <https://californiaucp.dbesystem.com>.

Overconcentration

Overconcentration analysis is a monitoring mechanism to ensure that overconcentration can be identified and adequately addressed to ensure that DBEs were not over-utilized in specific areas to the exclusion of non-DBE firms. Overconcentration exists when DBE firms are so overconcentrated in a certain type of work (as determined by NAICS code) as to unduly burden the opportunity of non-DBE firms to participate in this type of work.

RTA has not identified that overconcentration exists in the types of work that DBEs perform on RTA contracts.

RTA will evaluate overconcentration every 3 years during the triennial DBE goal-setting process. RTA will analyze the types of work (by NAICS code) that have been awarded to DBE subcontractors on FTA-assisted contracts that included a race-conscious DBE goal during the previous triennial period. The analysis will compare the availability of DBEs to the availability of non-DBEs in RTA’s relevant geographic market area for the identified type of work. This analysis will be performed by comparing the number of DBEs listed in the California Unified Certification Program (CUCP) DBE Directory in RTA’s Market Area to the number of firms listed in the US Census County Business Patterns data in RTA’s Market Area. For the purposes of the overconcentration analysis, RTA’s Market Area will be defined as the counties in Caltrans District 5: Monterey, San Luis Obispo, Santa Cruz, San Benito, Santa Barbara.

If DBE overutilization for any NAICS code exceeds 175%, RTA will determine that DBE overconcentration exists, and appropriate action will be taken to address this overconcentration.

If an overconcentration of DBEs is identified, RTA will notify the CUCP and will submit a plan of action to FTA aimed at eliminating the overconcentration. This plan may include, but not be limited to, incentive programs, technical assistance, contractual consultation, marketing, or other appropriate steps to aid in promoting DBE work in other NAICS codes. RTA may also consider varying the use of contract goals in accordance with §26.51 to ensure that non-DBEs are not prevented from competing for subcontracts, by declining to set a contract-specific goal in specific trades or specialty areas (as documented in NAICS Codes) that have been identified to demonstrate overconcentration, and, not include these NAICS Codes in the calculations for setting RTA’s Triennial DBE Goals.

FTA must review RTA's determination of overconcentration and approve any measures designed to address the issue. Once approved by FTA, the actions to be taken will become part of RTA's DBE program.

Bidders List

DBE Bidders List—recipients would enter into an online USDOT system of data about companies bidding on contracts or subcontracts, such as company name, DBE or non-DBE status, fields of work bid and related NAICS codes, etc.

49 CFR §26.11(c) requires the RTA to create and maintain a Bidders List. All U.S. DOT-assisted contracts shall include a contract clause requiring all prime bidders/proposers to submit a completed Bidders List to the RTA, for their firm and for all firms (DBE and non-DBE) that submitted a bid, proposal or quote, to the prime bidder/proposer on U.S. DOT-assisted contracts, including firms who were contracted by the prime bidder. The Bidders List shall, at a minimum, contain the following information for each firm:

1. Firm name
2. Firm DBE certification status (DBE or non-DBE)
3. Firm address including ZIP code
4. Firm phone #
5. Firm email
6. Age of the firm
7. Race and gender demographic for the firm's majority owner
8. NAICS code applicable to each scope of work the firm sought to perform in its bid
9. Contract or subcontract amount
10. Contact name and title
11. Type of product/service provided
12. Range of annual gross receipts

The Bidders List shall be collected from all bidders/proposers with their bids or initial proposal response as a part of the RTA's federally assisted procurement and solicitation process.

The RTA will use this information to assist in establishing the RTA's market area and as a resource in allowing the use of the Bidders List approach in calculating the RTA's contract-specific and overall DBE goals.

The RTA will submit the Bidders List to a centralized U.S. DOT database as prescribed by the FTA within the timelines established.

Business Development Programs

The RTA does not operate a business development or mentor-protégé program at the present time. If the RTA implements such a program in the future, the RTA will describe the rationale for

having the program element, the specific provisions of the element (e.g. who is eligible to participate, how the program element works, and how interested persons would obtain information about the program element). At the time of a decision to implement a business development or mentor- protégé program, the DBELO will seek approval of such program from FTA and, at that time, the program will become part of the overall DBE program.

Monitoring and Enforcement Mechanisms

The RTA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment C lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also provide monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by DBEs. This will be accomplished by regular visits to jobsites and interviews of the personnel performing work.
4. RTA will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award. With each application for payment, the contractor must submit reports summarizing DBE activity and payments. Before final contract payment is authorized by RTA, contractor must submit a final DBE activity and payments report. This report shows, for each DBE, the contract amount, the amount paid the DBE this report, and the total amount paid the DBE to date.
5. RTA will perform compliance reviews of contract payments to DBEs. The review of payments to DBE subcontractors will be conducted to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Small Business Participation

The RTA will implement a Small Business Element to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude

small business participation in procurements as prime contractors or subcontractors in direct response to regulatory requirements, 49 CFR Part 26.39.

While the RTA has historically utilized race and general neutral strategies to promote and advance Small Business participation efforts as a part of the RTA's DBE Program implementation efforts, this element of the program serves to unify in a singular location these important efforts.

The RTA will implement the following mechanisms to ensure compliance with 49 CFR Part 26.

1. On prime contracts not having contract goals, we will require the prime contractor to provide subcontracting opportunities that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
2. In multi-year design build contracts or other large contracts we will require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small business, including DBEs, can reasonably perform.
3. To meet the portion of our overall goal we project to meet through race-neutral measures, we will ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
4. We will identify alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint venture consisting of small businesses, including DBEs, to compete for and perform prime contracts.

For the purposes of capturing Small Business utilization, the RTA adheres to the U.S. Department of Transportation's Small Business definition for what constitutes a Small Business Enterprise.

This Small Business Element will include, but is not limited to the following assertive, active and effective strategies:

- A. The RTA will continue to conduct regular reviews of procurements, to assess opportunities for unbundling (breaking out scopes of work/services to facilitate small business prime contracting opportunities). The RTA believes that including the participation of procurement staff in scheduled reviews will increase accountability of the RTA's procurement options and decisions and in doing so will ultimately improve contracting opportunities for Small Business Enterprises at the prime level.
- B. The RTA will notify and as part of its pre-proposal and pre-bid meetings process prior to submission of bids and proposals, a recommendation stating that prime contractors shall create subcontract opportunities when no DBE goal has been set for that procurement. The DBELO shall participate in all pre-bid and pre-proposal meetings to assure this information is made a part of the procurement process to encourage and establish small business concerns.

- C. The RTA will establish a small business set aside to be incorporated within FTA funded procurements under competitive conditions under \$100,000. Under the definition of a small business concern this would mean, with respect to firms seeking to participate as DBE's in DOT-assisted contracts, a small business concern as defined pursuant to Section of the Small Business Act and Small Business Administration regulations implementing it (13 CFR, Part 121) that also does not exceed the cap on average annual gross receipts specified in 26.65(b).

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Set-asides or Quotas

The RTA does not use quotas in any way in the administration of this DBE program.

Overall Goals

In accordance with Section 26.45(f) the RTA will submit its triennial overall DBE goal to the Federal Transit Administration on August 1 of the year specified by FTA. The DBE goal is calculated using the two-step process described in the "Tips for Goal Setting" guidance provided by USDOT. Please see the RTA Goal Setting Methodology for additional information.

The RTA will also request use of project-specific DBE goals as appropriate, and/or will establish project specific DBE goals as directed by FTA. Before establishing the three year overall goal, the RTA obtains information concerning the availability for disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs and the RTA's efforts to establish a level playing field for the participation of DBEs.

The RTA will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our office for 30 days following the date of the notice, and informing the public that the RTA will accept comments on the goals for 45 days from the date of notice. This notice will be published in the Tribune or the New Times. Normally, we will issue this notice by June 1 of the year of goal submission. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to DOT will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc., used to develop the goal; a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in media outlets listed above.

We will begin using our three-year goal on October 1 of the calendar year following the August 1 submission to FTA, unless we have received other instructions from DOT. If we establish a

goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

If the awards and commitments shown on the RTA Uniform Report at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the RTA will:

- A. Analyze in detail the reasons for the difference between the overall goal and awards and commitments in that fiscal year;
- B. Establish specific steps and milestones to correct the problems identified in the analysis and to enable the RTA to fully meet the goal for the new fiscal year;

The RTA will retain the analysis and corrective actions for three years and make it available to FTA on request for their review.

Meeting the Overall Goals and Accountability

If the awards and commitments shown on RTA's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the RTA DBELO must, in accordance with 49 CFR Section 26.47(c), conduct a Shortfall Analysis and:

1. Analyze in detail what efforts RTA made in attempting to meet the goal, what reasons may have played a role in the shortfall and caused the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the shortfall analysis; and
3. Submit the Shortfall Analysis Report and corrective plan to FTA within 90 days of the end of the affected fiscal year.

Transit Vehicle Manufacturers Goals

The RTA will require each Transit Vehicle Manufacturer (TVM), as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the RTA may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of this program.

FTA's certified list of TVMs is posted on the FTA website at:

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>

As required in Section 26.49(a)(4), within 30 days of making an award RTA will submit notification to FTA the name of the successful bidder, and the total dollar value of the TVM contract. RTA will submit the required post-award TVM report online at

<https://www.surveymonkey.com/r/vehicleawardreportsurvey>. To confirm notification of TVM

award has been made to FTA, RTA will create a “print screen” of the notification of TVM award and keep a copy of the print screen in the procurement file to document that the requirement was met.

Overall Goals/Contract Goals

The RTA will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. In order to do so, the RTA will:

- Encourage participation of DBEs in pre-bid conferences;
- Outreach to DBE trade associations to provide information on the RTA contracting opportunities;
- Solicit support of DBE trade associations to distribute bid announcements including bid specifications;
- Encourage DBEs to discuss their capabilities with prime contractors at pre-bid conferences.

The RTA will use contract goals to meet any portion of the overall goal the RTA does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

The RTA will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g. type and location of work, availability of DBEs to perform the particular type of work.)

The RTA will express our contract goals as a percentage of total amounts of DOT-assisted contracts.

As a transit agency operating in California and covered by the decision of the U.S. Court of Appeals for the Ninth Circuit in the case of *Western Sates Paving Co., Inc. v. Washington State DOT*, the RTA will not adopt race-conscious measures of DBE participation prior to the implementation of a disparity study.

In order to ensure that the RTA’s DBE Program will be narrowly tailored to overcome the effects of discrimination, the RTA will adjust the estimated breakout of race neutral and race conscious participation as needed to reflect actual DBE participation (see Part 26.51(f)) and we will track and report race neutral and race conscious participation separately. For reporting purposes, race neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm’s

DBE status in making the award.

Data will be maintained separately on DBE achievements in those contracts with and without contract goals, respectively.

Good Faith Efforts Procedure

Award of Contracts with a DBE Contract Goal

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, the RTA will not award the contract to a bidder who does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

Information to be Submitted

The RTA treats bidder/offeree's compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerees to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Evaluation of Good Faith Efforts

RTA treats bidder compliance with good faith efforts' requirements as a matter of responsibility.

The RTA DBELO, in collaboration with other RTA staff, is responsible for determining whether a bidder that has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible. In accordance with 49 CFR Section 26.53 and Appendix A, Guidance Concerning Good Faith Efforts, the following is a list of types of actions which RTA will consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Sources Sought Notices and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
4. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph will be construed to require the bidder or prime contractor to accept unreasonable quotes to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBEs.

Administrative Reconsideration

Within two business days of being informed by the RTA that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Geoff Straw, Executive Director
253 Elks Lane
San Luis Obispo, CA 93401
(805) 541-2228 x4465

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with

our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The RTA will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts When a DBE is Terminated/Replaced on a Contract with Contract Goals

The RTA requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without the RTA's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to the RTA its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the RTA prior to consideration of the request to terminate. The DBE will then have five days to respond and advise the RTA of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, the RTA will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete it work on a contract with another certified DBE, to the extent needed to meet the contract goal. The RTA will require the prime contractor to notify the DBELO immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the prime contractor will be required to obtain the RTA's prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the RTA's contracting office will issue an order stopping all or part of the payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

DBE Performance Plan (DPP) Requirement for Design-Build Procurements

The RTA recognizes that certain modifications are necessary to adapt the DBE Program for use in connection with Design-Build projects and will therefore follow the prescribed regulatory U.S. DOT requirements and subsequently published guidance.

Prime contractors/consultants responding to a Request for Proposal (RFP) for design build procurements are required to submit a comprehensive and open-ended DBE Performance Plan (DPP) with their proposal.

- i. The DPP must clearly specify the types of work the prime contractor/consultant will solicit from DBEs and provide a detailed timeline for when actual subcontracting opportunities will come to fruition.
- ii. The Authority will rigorously monitor the prime contractor/consultants' compliance with the DPP throughout the life of the contract to ensure alignment with project progress and fulfillment of DBE participation commitments. Failure to adhere to the DPP may result in corrective actions or other contractually specified remedies.
- iii. Any revisions to the DPP must be formally documented and agreed upon in writing by the Authority to maintain accountability and alignment with project requirements.

Additionally, the contract boilerplate requirements shall be reviewed for further guidance and detailed provisions related to the DPP and DBE compliance. These requirements provide critical information to ensure the DPP remains consistent with the evolving scope and progress of the project.

Sample Bid Specification

The requirement of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the San Luis Obispo Regional Transit Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of _____ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Counting DBE Participation

The RTA will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

1. When a DBE participates in a contract, RTA will count only the value of the work actually performed by the DBE toward DBE goals.
2. When a DBE performs as a participant in a joint venture, RTA will count a portion of the

total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

3. RTA will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.
4. RTA will use the following factors in determining whether a DBE trucking company is performing a commercially useful function (Disadvantaged Business Enterprises (DBE)

Trucking Verification form:

- a. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. The DBE receives full credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate DOT operating administration.
 - f. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
 - g. For purposes of determining whether a DBE trucking company is performing a commercially useful function, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
5. RTA must determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expediter) on a contract-by-contract basis. Prior to award of a contract, RTA will use the FTA's new pre-award tool to assist in evaluating whether a firm is a regular dealer or distributor: <https://www.transportation.gov/DBEBP>. RTA will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- a. **DBE Manufacturer:** If the materials or supplies are obtained from a DBE manufacturer, RTA will count **100%** of the cost of the materials or supplies toward DBE goals.
 - b. **DBE Regular Dealer:** If the materials or supplies are purchased from a DBE regular dealer, RTA will count **60%** of the cost of the materials or supplies toward DBE goals.
 - c. **DBE Distributor:** If the materials or supplies are purchased from a DBE distributor, RTA will count **40%** of the cost of the materials or supplies toward DBE goals.
 - d. **DBE Intermediaries (e.g. Brokers):** With respect to materials or supplies purchased from a DBE that is neither a manufacturer, a regular dealer, nor a distributor (e.g., packagers, brokers, manufacturer’s representatives, or others that arrange, facilitate, or expedite transactions), RTA will count only the reasonable amount of fees or commissions charged for assistance in the procurement of the materials and supplies, delivery fees, transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided RTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. RTA will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
6. If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 Subpart D Certification Standards, at the time of the execution of the contract, RTA will not count the firm's participation toward any DBE goals, except as provided for in 49 CFR Section 26.87(i).
 7. RTA will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward RTA’s overall goal.
 8. RTA will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

DBE Supplier Definitions from 49 CFR 26.55

Manufacturer (49 CFR 26.55(e)(1): “...a manufacturer is a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.”

Regular Dealers with establishments (49 CFR 26.55(e)(2)(ii): “...a regular dealer is a firm that owns (or leases) and operates a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business.”

Regular Dealers of Bulk Items (49 CFR 26.55(e)(2)(iv)(B)): “A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in paragraph (e)(2)(ii) of this section if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers’ distribution equipment must be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.”

Distributor (49 CFR 26.55(e)(3)): “... neither maintains sufficient inventory or uses its own distribution equipment for the products in question,... A distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer’s facility), making it liable for any loss of damage not covered by the carrier’s insurance.”

SUBPARTS D & E – CERTIFICATION

Certification Process

The RTA will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

David DeLuz
Caltrans
Deputy Director of Civil Rights
1823 14 Street
Sacramento, CA 95811
(916) 324-1700
Toll-Free (866) 810-6346
DBE.Certification@dot.ca.gov

Certification application forms and documentation requirements are found at:
<https://dot.ca.gov/programs/civil-rights/dbe-certification-information>

Unified Certification Programs

The RTA is a member of the Unified Certification Program (UCP) administered by California Department of Transportation (Caltrans). The UPC will meet all of the requirements of this section. The following is a description of the UCP:

The California Unified Certification Program (CUCP) provides “one-stop shopping” certification services to small, minority and women businesses seeking to participate in the United States Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) Program. Certification services are offered to businesses seeking to obtain either DBE or airport concessionaire disadvantaged business enterprise (ACDBE) status.

As mandated by USDOT in the DBE Program, Final Rule 49 Code of Federal Regulations (CFR), Part 26, all public agencies that receive USDOT federal financial assistance must participate in a statewide unified certification program. These public agencies, commonly referred to as “recipients” of USDOT funds, include municipalities, counties, special districts, airports, transit agencies, and the State Department of Transportation (Caltrans).

The California Unified Certification Program (CUCP) went into effect on January 1, 2002. It is a “One-Stop Shopping” certification program that eliminates the need for a DBE or ACDBE firm to obtain certifications from multiple agencies within the State. A business certified as a DBE or ACDBE through the CUCP is automatically accepted by all USDOT recipients in California.

The CUCP is charged with the responsibility of overseeing the certification activities performed by various certifying agencies, and compiling and maintaining a single Statewide database of certified DBEs. The Database is intended to expand the use of DBE and ACDBE firms by maintaining complete and current information on those businesses and the projects and services they can provide to all USDOT recipients in California. Select the “Directory” link on the stop to access the Statewide database.

The CUCP certifying agencies are responsible for certifying DBE firms. You only need to apply for DBE certification at one agency. If your firm meets the General Criteria for DBE certification as provided on the Application Package, submit your completed application, along with the requested documentation, to one of the Certifying Agencies serving the geographical area where your firm has its principal place of business.

Procedures for Certification Decisions

Any firm or complainant may appeal a Caltrans UCP’s decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation
Office of Civil Rights Certification Appeals Branch
1200 New Jersey Ave. SE
West Building, 7th Floor
Washington, D.C. 20590

We will promptly implement any DOT certification appeal decision affecting the eligibility of DBEs for our DOT-assisted contracting (e.g. certify a firm if DOT has determined that our denial of its application was erroneous).

Those wishing to file an appeal must send a letter to the Department within 90 days of the date of the recipient's final decision, including information and setting forth a full and specific statement as to why the decision is erroneous, what significant fact that the recipient failed to consider, or what provisions of this Part the recipient did not properly apply. The Department may accept an appeal filed later than 90 days after the date of the decision if the Department determines that there was good cause for the late filing of the appeal or in the interest of justice.

SUBPART F – COMPLIANCE AND ENFORCEMENT

RTA will enforce contract compliance with the DBE requirements, in accordance with 49 CFR Section 26.107.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of any DOT-assisted contract. The contractor shall carry out applicable requirements of 49 CFR, part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state and local law as applicable in the State of California.

The statement below is included in all Requests for Proposals (RFPs):

The Proposals received become the exclusive property of the San Luis Obispo Regional Transit Authority (RTA). At such time as a contract award is made by the RTA, all Proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal which are trade secrets as the term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." The RTA shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked if disclosure is deemed required by law or by an order of a court. Proposals that indiscriminately identify all or most of the Proposal as exempt from disclosure without justification may be found technically unacceptable.

The statement below is included in all Invitations for Bids (IFBs):

The Bids received become the exclusive property of the San Luis Obispo Regional Transit Authority (RTA). At such time the RTA publishes its Board agenda containing a recommended action concerning a contract award, all Bids submitted in response to this IFB shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Bid which are trade secrets as that term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET", "CONFIDENTIAL" or "PROPRIETARY." The RTA shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked if disclosure is deemed required by law or by an order of a court. Bids that indiscriminately identify all or most of the Bid as exempt from disclosure without justification may be found technically unacceptable.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the RTA or DOT. This reporting requirement also extends to any certified DBE subcontractor.

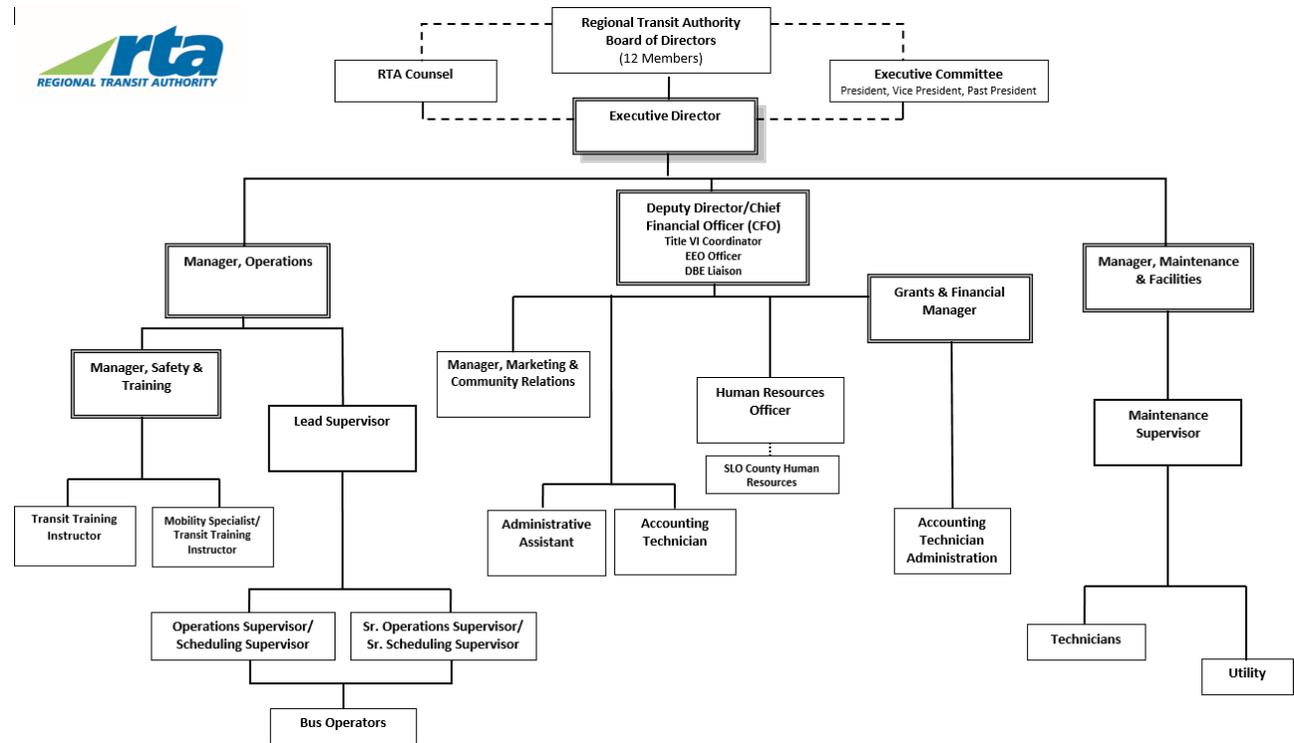
We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

Attachment A	Organizational Chart
Attachment B	DBE Directory
Attachment C	Monitoring and Enforcement Mechanisms
Attachment D	Breakout of Estimated

ATTACHMENT A

DBE ORGANIZATION CHART



The RTA does not maintain additional staff to support the DBE Liaison Officer (DBELO) activities. Various divisions report their project information and provide annual updates to the DBELO for reporting annually to FTA.

ATTACHMENT B

DBE Directory

Please reference the California Department of Transportation DBE Database:

<https://caltrans.dbesystem.com/>

ATTACHMENT C

Monitoring and Enforcement Mechanisms

The RTA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

The following regulations, provisions, and contract remedies are available to the RTA in the event of non-compliance with the DBE regulations by a contractor in its procurement activities:

1. DBE
 - A. The RTA has established a DBE Program pursuant to 49 CFR Part 26. The requirements and procedures of the RTA's DBE Program are hereby incorporated by reference into this Contract. Failure by any Party to carry out the RTA's DBE Program procedures and requirements or applicable requirements of 49 CFR Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or other such appropriate administrative remedy. Each Party shall ensure that compliance with the RTA's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.
 - B. The Contractor agrees that it will take necessary and reasonable steps to ensure that DBEs as defined in 49 CFR Part 26 have a fair opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract. Neither the Contractor nor any of its sub-contractors shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in termination of this Contract or such other remedy as the RTA deems appropriate. The Contractor agrees that it will adapt and use the race-neutral means identified in 49 CFR Part 26.51(b) as appropriate for application to services under this Contract and will, to the maximum extent feasible, undertake these means of encouraging race neutral participation in the performance of its work. Each subcontract the Contractor signs with a sub-contractor will include the above statement.
 - C. The Contractor will be required to demonstrate that it has undertaken "good faith efforts" to achieve DBE participation as that term is defined in Section 26.5 of Title 49 of the Code of Federal Regulations and in accordance with the guidance provided in Appendix A to Part 26 of Title 49. The Contractor's failure to make good faith efforts shall be considered a material breach of the Agreement, and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 CFR Part 26.107.

2. Prompt Payment

- A. Within thirty (30) calendar days from receipt by the RTA of an invoice for each payment described in this Section and upon notification to the Contractor by the RTA that Contractor has performed the professional services necessary for payment, the RTA will pay Contractor the amount due. Neither payment of amounts due by the RTA nor acceptance of any such payment by the Contractor shall constitute a waiver of any claim for errors or omission in invoices or payments.
- B. No later than thirty (30) days after receiving payment from the RTA for work satisfactorily performed by any of its sub-contractors for series rendered arising out of or related to this Agreement, the Contractor shall make full payment to its sub-contractors of all compensation due and owing under the relevant subcontract agreement, unless executed by the RTA for good cause pursuant to provisions set out below.
- C. The Contractor may only delay or postpone any payment obligation to any of its sub-contractors for services rendered arising out of or related to this Agreement where, in the RTA's sole estimation, good cause exists for such a delay or postponement. All such determinations on the RTA's part that good cause exists for the delay or postponement of the Contractor's payment obligation to its sub-contractors must be made in writing prior to the time when payment to the sub-contractor's would have been otherwise due by the Contractor.

3. Performance Requirement

- A. The Contractor shall, at all times during the term of the Contract, perform all of its professional services in accordance with appropriate prevailing professional practice standards; and shall furnish all labor, supervision, material and supplies necessary therefor. Notwithstanding the provisions of any drawings, technical specifications or other data by the RTA, the Contractor shall have the responsibility of supplying all items and details to perform the professional services specified in this Contract.
- B. The Contractor shall perform all of its professional services in its own name and as an independent Contractor, and not in the name of, or as an agent for, the RTA. Under the terms of the Contract, the Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than the RTA representatives, assisting in the performance of its services. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be

responsible for its own acts and those of its subordinates, employees, and any and all sub-contractors during the term of the Contract.

- C. The Contractor shall prepare, complete, and submit to the RTA the necessary reports, plans, specifications and the supporting data required to complete the Scope of Work set forth in this Contract.

4. Indemnification

The Contractor agrees to indemnify, defend, indemnify and hold harmless the RTA against any claims, losses, costs, liability or damages in any way related to a claim that the RTA is violating Federal, state, or local laws, or any contractual provisions, relating to copyrights, trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. The Contractor shall bear all costs arising from the use if patented, copyrighted, trade secret or trademarked materials, equipment, devices or processes used on or incorporated in the services provided and works produced under this Agreement. In case such materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, the Contractor, at its expense, shall (a) secure for the RTA's right to continue using the materials, equipment, devices or processes by suspension of any injunction or by procuring a license or licenses for the RTA; or (b) modify the materials, equipment, devices, or processes so that they become non-fringing. This covenant shall survive the termination of this Agreement.

5. Disputes

- A. Any dispute between the Contractor and the RTA relating to the implementation or administration of the Contract shall be resolved in accordance with this Section.
- B. The Parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor and the RTA's representative. If the dispute remains unresolved 15 days after it first arises, the Contractor may request that the RTA's representative issue a recommended decision on the matter in dispute. The RTA's representative shall issue the recommended decision in writing and provide a copy to the Contractor.
- C. The recommended decision of the RTA's representative will become final unless, within 15 days of receipt of such recommended decision, the Contractor submits a written request for review to the RTA Executive Director. In connection with any such review, the Contractor and the RTA's representative shall be afforded an opportunity to be heard and to offer evidence on the issues presented. If the dispute remains unresolved after review by the Director of Transit Services, either party may seek resolution through referral to non-binding mediation. If such mediation is unsuccessful, either party may seek judicial resolution of the

dispute in an appropriate Court of the State of California. Any party seeking resolution through the Courts of the State of California must, as a condition precedent to the commencement of litigation, demonstrate that it has made a good faith effort to resolve the dispute through the use of non-binding mediation.

- D. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with performance in accordance with the Contract and the recommended decision of the RTA's representative.

6. Subcontracting

- A. The Contractor will not enter into any subcontract except with the prior review and written approval of the RTA. The Contractor shall be fully responsible for all work performed by any sub-contractor.
- B. Any approval of a subcontract shall not be construed as making the RTA a party to such subcontract, giving the sub-contractor privity of contract with the RTA, or subjecting the RTA to liability of any kind to any sub-contractor.
- C. All subcontracts will incorporate in full all appropriate conditions and terms as set forth in this Contract.

7. Compliance with Laws and Permits

In any of the following cases, the RTA shall have the right to cancel the Contract without expense to the RTA: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State of California or the United States. This Section shall not be construed to limit the RTA's right to terminate the Contract for convenience or default.

8. Cancellation of Contract

In any of the following cases, the RTA shall have the right to cancel the Contract without expense to the RTA: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State of California or the United States. This Section shall not be construed to limit the RTA's right to terminate the Contract for convenience or default.

9. Termination for Default

- A. Subject to the provisions of subsection C of this Section, the RTA may terminate

the whole or party of the Contract in any one of the following circumstances:

- If the Contractor fails to provide the services in the manner required by the Contract;
- If the Contractor fails to perform any of the provisions of the Contract in accordance with its terms; or
- If the Contractor fails to make progress in the prosecution of the work under the Contract so as to endanger such performance.

B. In the event that the RTA terminates the Contract in whole or in part as provided in Subsection A of this Section, the RTA may procure, upon such terms and in such manner as the RTA may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the RTA for costs associated with the termination of the Contract, the procurement of replacement services by the RTA, any excess costs of such similar supplies or services, and any increase in the total Contract cost as result of the reprocurement of services from the date of termination to the expiration date of the original Contract. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Contractor and the RTA are subject to resolution pursuant to Section 11.

C. If the RTA determines that an event of default under this Section has occurred, it shall immediately notify the Contractor in writing and provide the Contractor with thirty (30) days in which to provide a plan to cure such default including a timetable for accomplishing the cure. The RTA must approve the plan and the timetable, which approval shall not be unreasonably withheld. If the Contractor fails to cure in accordance with its plan and timetable, the RTA may declare the Contractor to be in default and terminate the Contract in whole or in part.

D. Except as otherwise provided, settlement of claims by the Contractor under this termination Section shall be in accordance with the provisions set forth in 48CFR Part 49, as amended from time to time.

10. False or Fraudulent Statement and Claims

By executing this Contract the Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties under the program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. 3801 *et seq.*), and implementing Department of Transportation regulations set forth at 49 CFR Part 31.

ATTACHMENT D

Breakout of Estimated

Race Neutral & Race Conscious Participation

The San Luis Obispo Regional Transit Authority (RTA) will meet the maximum feasible portion of its overall goal by using race neutral means of facilitating DBE participation. The RTA uses the following race neutral means to increase DBE participation:

- Encourage participation of DBE's in pre-bid conferences
- Outreach to DBE trade associations to provide information on the RTA contracting opportunities
- Solicit support of DBE trade associations to distribute bid announcements including bid specifications
- Encourage DBE's to discuss their capabilities with prime contractors at pre-bid conferences

As a transit agency operating in California and covered by the decision of the U.S. Court of Appeals for the Ninth Circuit in the case of *Western States Paving Co., Inc. v. Washington State DOT*, the RTA will not adopt race conscious measures of DBE participation prior to the implementation of a disparity study.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

The RTA will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 7, 2025

STAFF REPORT

AGENDA ITEM: A-6

TOPIC: Contract Renewal – Video Taping of Board Meetings

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Authorize the Executive Director to Execute a Contract Extension with AGP Video to Televisе All RTA and SLOCOG Meetings with Costs Shared on a Pro-Rata Basis

BACKGROUND/DISCUSSION:

The SLOCOG and RTA’s staff and our video contractor are working cooperatively to develop a revised agreement that reflects the flexibility needed for today’s public meetings in addition to addressing the uncertainty related to the technology revisions occurring to the County Board of Supervisor Chambers. The revised agreement among the RTA, SLOCOG and AGP Video will provide a work plan and identify costs to conduct video recording of all meetings. The typical annual cost to video six bi-monthly RTA meetings (typically includes July, September, November, January, March, and May) is approximately \$6,650-\$8,400 (six meetings at \$750-\$1,000 each, and the Key Point Indexing (KPI) Service to archive six meetings at \$200 each, with no overtime). The low end of the range reflects an in-person only meeting; while the high end of the range reflects the cost of a true hybrid meeting (members attending in person and online via video conferencing).

The RTA Board has approved previous contracts with AGP Video to televise all RTA meetings with costs shared on a pro-rata basis with SLOCOG. The contracts provided video services and KPI service for each regular Board meeting. The SLOCOG Board will consider approval separately at their June 4, 2025 meeting.

The meetings will continue to be broadcast live and replayed on Channel 21, as well as being webcast on the Internet at www.slo-span.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. Additional replays of meetings are cablecast as the schedule permits and are located online at www.slo-span.org. Meeting recordings can be provided to the public by AGP for a cost.

Staff Recommendation

Authorize the Executive Director to execute a contract extension with AGP Video to televise all RTA and SLOCOG meetings with costs shared on a pro-rata basis.

**AGREEMENT TO PROVIDE VIDEO PRODUCTION AND MEDIA DISTRIBUTION
SERVICES FOR RTA BOARD MEETINGS FOR FISCAL YEAR
2025/2026**

THIS AGREEMENT is entered into by and between the San Luis Obispo Regional Transit Authority (hereinafter referred to as "RTA") and AGP Video, a California Corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, effective July 1, 2022, RTA entered into the Agreement with Contractor wherein Contractor agreed to provide video production and services for the term beginning July 1, 2022 through June 30, 2023; 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 one (1) year term, to June 30, 2026; 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 I, Scope of Work, Part A, will have the dates modified to read as follows:

"Without exception Contractor will provide gavel-to-gavel, unedited coverage of all regular RTA meetings held from July 1, 2025 through June 30, 2026."

2. Section IV, Compensation, will have the pay structure modified to read as follows:

- "Virtual Meeting: no on-site presence, completely remote: \$750 for production \$200 for streaming and archiving: \$950
- On-site meeting, with or without remote participation audio and video: \$800 production; \$200 for streaming and archiving with KPI = \$1000"

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

"The effective date of this Agreement shall be July 1, 2025. The term of this Agreement shall be July 1, 2025 through June 30, 2026. The term may be extended by mutual written agreement for two (2) additional one (1) year terms. The RTA Executive Director shall have the authority to execute any extension as referenced herein."

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

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

ACCEPTED BY:

Jimmy Paulding
President, San Luis Obispo Regional Transit Authority (RTA)
253 Elks Lane, San Luis Obispo CA 93401 (805) 541-2228

Date

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

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

RTA Legal Counsel

Date

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MAY 7, 2025
STAFF REPORT**

AGENDA ITEM: A-7

TOPIC: RTAC Bylaws Revision

PRESENTED BY: Geoff Straw, Executive Director

RTAC RECOMMENDATION: Recommend Approval of the Amended RTAC Bylaws

STAFF RECOMMENDATION: Approve the Amended RTAC Bylaws

BACKGROUND/DISCUSSION:

The primary roles of the Regional Transit Advisory Committee (RTAC) is to advise the RTA Board on transit issues that affect the region including, but not limited to, the coordination and consolidation of transit services, service changes, proposed budget, transit planning, and performance audit findings. In addition, the RTAC serves as the review committee for appeals by Runabout applicants/users. The initial RTA Bylaws were adopted in May 2006, with amendments by the RTA Board in May 2012 and May 2016.

Staff is recommending that the RTAC Bylaws be amended to specifically address the quorum challenges encountered over the past few years, including the addition of one voting representative from the San Luis Obispo Council of Governments. Other small editing changes are also recommended as depicted in the line-out version attached to this staff report.

Staff presented the proposed amendments to the RTAC at its April 10th meeting. As indicated in Agenda Item A-3 (RTAC draft minutes), the RTAC unanimously supports the amended RTAC Bylaws. On April 30th, the South County Transit Committee appointed the RTA Operations Manager as the primary representative and the RTA Maintenance and Facilities Manager as the alternate representative for the fixed-route services operated in South County. Agenda Item A-3 also lists current RTAC members

Staff continues to support each appointing agency having alternates, with no limit on the number of alternates, with the consideration that only one vote would count if multiple representatives participate during the meeting.

Staff Recommendation for the Board:

Approve the amended RTAC Bylaws.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
REGIONAL TRANSIT ADVISORY COMMITTEE BYLAWS

~~Adopted – May 4, 2016~~
~~Revised – May 7, 2025~~

ARTICLE I

FUNCTIONS

The purpose of the Regional Transit Advisory Committee (RTAC) is to improve the quality, efficiency and effectiveness of regional public transit services provided by the San Luis Obispo Regional Transit Authority (RTA). RTAC shall also review agenda items for transit issues, and provide comment and recommendations and other such advice as may be requested by ~~SLORTA~~the RTA.

A major function of the RTAC is to review issues of operational and financial significance presented by appropriate RTA staff members. The review by the RTAC may include a recommendation that will become part of the staff agenda reports presented to the RTA Boards of Directors.

Specific functions of RTAC for the RTA are:

- A. To advise on transit issues that affect the region including, but not limited to, the coordination and consolidation of transit services, service changes, proposed budget, transit planning, and performance audit findings.
- B. To serve as the Paratransit Appeals Board (PAB), as follows:
 - 1. Purpose: The purpose of the PAB is to review and determine paratransit eligibility upon the appeal of an initial denial of Runabout services by RTA staff. Service denials are based on Americans with Disabilities Act of 1990 (ADA) eligibility requirements and the Runabout No-Show Policy. Service denials based on a violation of a transit agency's Passenger Codes of Conduct will not be reviewed by the PAB. The PAB will be organized and trained by the RTA Mobility Specialist. However,
 - 2. PAB Membership: Three RTAC members and one alternate will be chosen by the full RTAC at its first meeting each calendar year to serve on the PAB. Neither the RTA Mobility Specialist nor anyone in the RTA decision making chain of command may serve as a voting member of the PAB.
 - 3. Voting: A simple majority vote of the PAB will either confirm or overturn the denial of Runabout service. Based on ADA guidelines, the decision of the PAB will be final.

ARTICLE II

RTAC MEMBERSHIP

Section 1 – Membership Regular members, representing various public transit interests, shall be appointed to the RTAC as follows:

- A. One representative from each JPA jurisdiction separately funded transit service, per the Appointing Authorities Agencies listed in Exhibit “A”. ~~(Alternatively, Arroyo Grande, the County of San Luis Obispo, Grover Beach and Pismo Beach may choose to appoint one representative from the SCT JPA South County service area.)~~
- B. One representative of fixed-route transit users
- C. One representative of ADA paratransit users
- D. One representative of Cuesta College
- E. One representative of California Polytechnic State University
- E.F. One representative of the San Luis Obispo Council of Governments (SLOCOG)

Section 2 – Voting Each representative shall have one vote. All decisions shall be supported by a vote of the majority membership.

Section 3 – Alternates and Absences As part of the appointment process, RTA staff shall seek ~~both a one~~ primary and ~~at least one an~~ alternate member from each ~~appointing agency~~ Appointing Agency. The ~~appointing agency~~ Appointing Agency will be notified by RTA staff within 30 days of each occurrence when the jurisdiction is not represented at a regularly scheduled meeting. In the event of three consecutive absences by either its primary or alternate representative(s), RTA staff shall inquire in writing if a new representative from the ~~appointing agency~~ Appointing Agency should be appointed to serve the remainder of the term.

Section 4 – Terms Members shall serve a term of 4 years, except separately funded transit operator service members, who shall serve without regard to such term limits. ~~Initial appointments will be for either 2-year or 4 year terms, chosen by lot at the first meeting, to stagger term expiration dates.~~ Members representing fixed-route and paratransit users may be reappointed for additional terms.

~~**Section 5 – Appointments** Appointments to the RTAC shall be made by the appointing agencies shown on Exhibit A, in accordance with each agency's procedures for such appointments. The RTA Board of Directors shall ratify all appointments.~~

ARTICLE III

OFFICERS

Section 1 – Officers The officers of the RTAC shall be a Chair and a Vice-Chair.

Section 2 – Election of Officers The Chair and Vice-Chair shall be chosen annually by a majority vote of the RTAC membership present at the first meeting of each calendar year to assume responsibility at the second meeting of the year.

Section 3 – Vacancies A mid-term vacancy in an office shall be filled by a majority vote of committee members present at the next regular meeting. The newly elected officer shall serve the remainder of the term.

Section 4 – Duties of Officers

A. Chair

1. To preside at all meetings of the RTAC.
2. To call meetings of the RTAC in accordance with these Bylaws.
3. To see that all actions of the RTAC are properly taken.
4. To appoint subcommittees.
5. To review, amend if necessary, and approve the agenda for RTAC meetings.

B. Vice-Chair

1. To perform all duties and responsibilities of the Chair during the temporary absence or disability of the Chair, or on permanent absence of the Chair, until a new Chair is selected.
2. To assist the Chair in the conduct of RTAC business.

Section 5 – Staff Support

RTA staff support shall be provided to perform the following duties:

1. Keep the minutes of all meetings.
2. Give or serve all notices to appointing agencies and members required by these Bylaws.
3. Prepare an agenda for each ~~meeting, and~~ meeting and send it to the Chair one week prior to the meeting.
4. Be ~~custodiana~~ custodian of RTAC records.
5. Provide training to the PAB on the Runabout eligibility appeals process.

ARTICLE IV

MEETINGS

Section 1 – Meetings Meetings shall be scheduled no less than quarterly and prior to the RTA Board meetings in sufficient advance of the finalization of the RTA agendas that RTAC recommendations can be included on the staff reports. Additional meetings may be scheduled as needed.

Section 2 – Quorum A quorum shall consist of six members of the Committee. No formal action shall be taken in the absence of a quorum, except to adjourn the meeting to a later date.

Section 3 – Notice A written copy of the agenda and related staff reports for each meeting shall be given to members at least 3 working days prior to the meeting.

Section 4 – Proceedings Except as otherwise provided in these Bylaws, all meetings of the RTAC should be conducted in accordance with the Brown Act and Robert's Rules of Order, Newly Revised.

ARTICLE V

SUB-COMMITTEES

The Chair shall appoint the members and determine the duties of Sub-Committees, as directed by the RTAC. Sub-Committees shall make and submit recommendations to the full Committee for appropriate action.

ARTICLE VI

EFFECTIVE DATE

These Bylaws and any amendments shall become effective upon adoption by the RTAC and ratification by RTA Board of Directors.

EXHIBIT A

RTA REGIONAL TRANSPORTATION ADVISORY COMMITTEE

<u>SEPARATELY FUNDED</u> TRANSIT REPRESENTATIVES	APPOINTING AGENCY
San Luis Obispo Transit	City of San Luis Obispo
Morro Bay <u>Local</u> Transit Services	City of Morro Bay
Atascadero <u>Local</u> Transit Services	City of Atascadero
Paso Robles <u>Local</u> Transit Services	City of Paso Robles

County Transit Services	County of San Luis Obispo
Fixed-Route Services in South County Transit	SCT Board of Directors <u>South County Transit Committee</u>
<u>USER REPRESENTATIVE MEMBERS</u>	APPOINTING AGENCY
Dial-A-Ride Paratransit Representative-User	RTA Board of Directors
Fixed-Route Representative-User	RTA Board of Directors
<u>OTHER ENTITIES</u>	APPOINTING AGENCY
<u>Regional Transportation Representative</u>	<u>SLOCOG Executive Director</u>
Cuesta College <u>Representative</u>	Cuesta College
Cal Poly Representative	California Polytechnic State University

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 7, 2025

STAFF REPORT

AGENDA ITEM: A-8

TOPIC: Procure Trolley; Declare Four Vehicles Surplus

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION:

- 1) Authorize the Executive Director to Issue a Purchase Order to Hometown Trolley for One Trolley at a Cost Not to Exceed \$280,354.06, and
- 2) Declare Four Vehicles Surplus, and Authorize the Executive Director to Dispose of Vehicles Through Auction or Salvage.

BACKGROUND/DISCUSSION:

This staff report outlines the purchase of one rubber-tired Trolley vehicle, and the declaration of surplus of three vehicles that were transferred to the RTA as part of the Atascadero Dial-A-Ride consolidation.

Procure Replacement Trolley Vehicle

The RTA secured funds to purchase a replacement gasoline-powered rubber-tired Trolley for services funded by the County of San Luis Obispo. This vehicle will be purchased from the FTA-approved State of Georgia Department of Administrative Services' Vehicle Purchasing Cooperative (Contract No. 99999-SBD-SBD0000212-002) at contracted pricing levels for purchase orders issued prior to June 1, 2025. Once the purchase order is issued, it will take approximately 16 months for manufacturing and delivery.

FTA will fund replacement of rubber-tired Trolleys after seven years or 200,000 miles of revenue service, whichever comes first. This model year 2010 vehicle has well surpassed its useful life in years at time of replacement but not miles.

ID#	Mileage	Make	Model	Seating	Year	VIN
1013	111,733	Hometown Trolley	Double K	28+2 WC	2011	1F66F5DY7B0A04333

**Mileage as of 3/03/2025*

The total project cost of vehicle replacement is \$280,354.06 and will be funded with \$224,284 in FTA Section 5307 funds and \$56,070.06 in STA funds used as local match. The RTA will ensure that this procurement complies with all Buy America and other applicable FTA procurement requirements, and will also be compliant with Americans with Disabilities Act and Clean Air Act standards.

Declaration of Surplus

The RTA has recently executed an agreement to consolidate Atascadero Dial-A-Ride services into the RTA. Under this agreement, the RTA will assume full operation and administration of local transit services as well as responsibility for vehicle procurement, maintenance, and disposal at the end of each vehicle's economically useful life.

The Atascadero Dial-A-Ride program currently has an active fleet of four revenue service vehicles and one non-revenue support minivan. In addition, one model year 2025 Ford Transit van has been delivered but not yet placed into revenue service. The RTA has analyzed the operational needs in Atascadero under consolidation, and our maintenance staff has inspected the vehicles. We have identified the three vehicles below for disposal. FTA will fund replacement of medium-size medium-duty vehicles after seven years or 200,000 miles and non-revenue vehicles after four years or 100,000 miles. These three vehicles have surpassed their FTA useful life in years but not miles.

ID#	Mileage*	Make	Model	Seating	Year	VIN
A-10 ¹	74,285	Dodge	Grand Caravan	2 + 1 WC	2013	2C4RDGBGXDR787212
A-27 ²	83,008	Ford E450	StarCraft Allstar	16 + 2 WC	2015	1FDFE4FSXEDB20055
A-28	61,018	Ford E450	StarCraft Allstar	16 + 2 WC	2017	1FDFE4FS3HDC33737

*Mileage as of 1/10/2025

¹ A-10 is a non-revenue support vehicle donated by the RTA to the Atascadero Dial-A-Ride Program on 6/11/2021

² A-27 replaced by vehicle #A-31 (Ford Transit high roof van) delivered in October 2024

Staff has determined that the RTA would have no practical, efficient or appropriate use for the replaced Trolley or the transferred Atascadero Dial-A-Ride vehicles, nor will it have a use for these vehicles in the future. Due to the vehicles' advanced age, the four vehicles identified in the two tables above are regularly experiencing mechanical failures and it would not be prudent to undertake further repairs to keep these vehicles as part of the active fleet. Any net proceeds from the sale of the Trolley will be held in a reserve account to be used for future County-funded transit capital projects. Net proceeds from the sale of the vans would be held in a separate reserve account for future capital projects in Atascadero.

Staff recommends that the four vehicles be sold through an existing contract with JJ Kane Auctions, or salvaged if JJ Kane Auctions deems the value to be too low to cover the towing and auction fees. Per the RTA Purchasing Policy, should a vehicle's net sale price be greater than \$5,000, staff is required to return any remaining federal interest back to the FTA.

Staff Recommendation

- 1) Authorize the Executive Director to issue a purchase order to Hometown Trolley for one gasoline-powered Trolley at a cost not-to-exceed \$280,354.06.
- 2) Declare four vehicles surplus, and authorize the Executive Director to dispose of through auction or salvage.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 7, 2025

STAFF REPORT

AGENDA ITEM: A-9

TOPIC: Agreement with Token Transit for Mobile Ticketing Services

PRESENTED BY: Tania Arnold, Deputy Director

STAFF RECOMMENDATION: Authorize the Executive Director to Execute an Agreement with Token Transit for Mobile Ticketing Services

BACKGROUND/DISCUSSION:

In conjunction with SLO Transit, the region implemented the Token Transit mobile ticketing app in 2018, which allowed riders to buy fare media that is instantly available, the ability to pay for fares with credit cards, and having more places to buy fare media – which is especially helpful at night and on weekends when municipal outlets are closed. Token Transit is headquartered in San Francisco, California, and was founded by a team of former Google and Apple employees who are dedicated to building products that make using public transportation easy and accessible for everyone. Token Transit offers a simple, secure, cost-effective way for small and mid-sized transit agencies to let riders purchase fares with their phones. Although this did not eliminate the need for municipal pass outlets or the Ticket Vending Machine located at the Government Center passenger facility, it has greatly improved the customer experience.

Now that the region is transitioning to the Cal-ITP contactless fare-capping system, staff is requesting authorization from the RTA Board to enter into contract with Token Transit for a five-year program to continue to offer a contactless mobile ticketing fare that allows sharing of pre-paid fare media (i.e., a parent sending passes to their children) across smart devices. The fares purchased with the Token Transit app will have QR Codes that will be embedded in the fare media in the app and be usable on the Cal-ITP readers.

If approved, staff will initiate a public outreach campaign once the Cal-ITP contactless fare readers are installed to raise awareness about the new process (scanning a QR Code instead of using the existing on-bus beacons). The customer interface for the app would remain simple: customers download the app from Google Play or the App Store, set up their accounts, and then purchase passes. When ready to ride, customers activate the prepaid tickets shortly before boarding.

The cost associated with the integration of the QR Codes and integration with the Cal-ITP contactless fare system is being covered by the SB125 funding awarded to SLOCOG and allocated to the RTA as part of the cooperative agreement amendment approved at the March 2025 RTA Board meeting.

Staff Recommendation

Authorize the Executive Director to execute an agreement with Token Transit for Mobile Ticketing Services.



Agency Order Terms 2025-03-09

These Agency Order Terms 2025-03-09 are for the purchase by Agency of a subscription to the Services specified below. Provision of the Services is subject to the Master Platform Terms and any additional terms referenced below and incorporated herein (these Agency Order Terms together with the Master Platform Terms, may be referred to as the "Agreement") between the customer specified below ("Agency") and Token Transit, Inc. ("TT"). These Agency Order Terms are effective, upon signature of both Agency and TT (the "Agency Order Terms Effective Date").

These Agency Order Terms 2025-03-09 supplement (e.g., by adding Additional Services) any prior Agency Order Terms documents and such prior Agency Order Terms documents remain in full force and effect except as supplemented by these Agency Order Terms 2025-03-09, unless otherwise indicated below.

Agency Name: San Luis Obispo Regional Transit Authority	Agency Physical Address: 253 Elks Lane, San Luis Obispo, CA 93401 Agency Billing Address (if different than physical address):
Primary Agency Contact: Name: Tania Arnold Email: tarnold@slorta.org Phone: 805-541-2228 x4397	Invoice Contact: Name: Accounting Email: accounting@slorta.org Phone: 805-541-2228 x4834
Services (descriptions in Section 1 of the Master Platform Terms): Agency's Target Service Launch Date (as the parties may amend in writing, email to suffice): <u>September 1, 2025</u> Territory: United States Core: included (required)	
Fees: QR Scanning Integration with Kuba: \$600/vehicle in Year 1, \$650/vehicle in Year 2, and \$700/vehicle in Year 3, Year 4, and Year 5 with initial annual fee due within thirty (30) days of the Service Launch Date and subsequent annual fees due within thirty (30) days of the annual renewal date. Passes: Fees are calculated as follows: For each transaction for use on Agency's transit system during the Term, TT will retain a Passes Fee of (i) 8% of the gross total proceeds of the transaction processed by the Services for each transaction that is greater than or equal to \$2.00 and (ii) \$.06 + 7% of the gross total proceeds of the transaction processed by the Services for each transaction that is less than \$2.00. Technical Services (if applicable): All fees indicated do not include any taxes, if applicable, which are the sole responsibility of Agency.	
Master Platform Terms: https://agency.tokentransit.com/legal/agency-master-platform-terms-20240403.pdf The Master Platform Terms govern Agency's use of TT's platform services, and include reference to the terms of service between Agency and the third-party payment processor responsible for processing and settling payments to Agency. By entering into this Agreement, Agency is agreeing to those terms of service. The Master Platform Terms version referenced above supersedes and replaces any prior agreement (including any prior version of the Master Platform Terms) between Agency and TT, if any.	
Additional Terms (if applicable): <ul style="list-style-type: none"> Agency has a contract with Kuba to provide QR Code Readers. Agency has installed or will install QR Code Readers on all required vehicles. Agency will provide Kuba with the complete Token Transit QR Code Specification and Kuba will implement the specification. Kuba will be responsible for implementation and maintenance of the QR code scanning functionality including approving or denying the QR code according to the Token Transit specification and any validation data reporting. Section 5.1 (Confidential Information) of the Master Platform Terms is amended by adding the following sentence at the end of Section 5.1: "For the avoidance of doubt, 'Confidential Information' does not include this Agreement or any attachments, exhibits, or addenda." Section 8.2 (Agency Indemnification) of the Master Platform Terms is amended by deleting provisions (b) through (e) and replacing them in their entirety with the following: "(b) any unauthorized use or disclosure of TT Rider Data by Agency; (c) Agency's obligations pursuant to or claims arising out of the Payment Processor terms of service; or (d) breach of Agency's obligation with respect to Additional Services." Section 9.1 (Disclaimer of Damages) of the Master Platform Terms is amended by adding the following at the end of the section: "The foregoing limitations on liability shall not apply to either Party's willful misconduct, fraud, or gross negligence." Section 10.1 (Term) part (a) of the Master Platform Terms is amended by replacing "twelve (12)" months with "five (5) years". 	



- Section 11.1 (Notice of Modification) is amended by adding the following at the end of Section 11.1: “Upon receiving notice of modifications, Agency may elect to terminate the Agreement immediately for convenience if such modifications are materially adverse to Agency, notwithstanding Section 10.2 (Termination).”
- Section 12.1 (Applicable Law and Jurisdiction) is amended by replacing San Francisco with “San Luis Obispo County”.

No terms included in any purchase order, acknowledgment or other non-TT ordering document shall apply to the Services. The pricing and Services presented in these Agency Order Terms are TT confidential information (to the maximum extent permitted under applicable law). All fees indicated above do not include any taxes, if applicable, which are the sole responsibility of Agency.

[SIGNATURES ON NEXT PAGE]



By signing below, the parties through their duly authorized representatives agree to the terms as documented in these Agency Order Terms.

Token Transit, Inc. (TT)	San Luis Obispo RTA (Agency)
By: Name: Title: Date:	By: Name: Title: Date:



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Token Transit
 2261 Market Street STE 5999
 San Francisco, CA 94114
 415-918-6770

Quote

Submitted on 4/23/25

Token Transit Contact

Zack Browne
 zachary@tokentransit.com
 608-770-5514

Project Name

Token Transit Fare Collection -
 Early Customer Pricing

Quote for

QR Scanning
 Integration with Kuba
 & Mobile Ticketing

To:

San Luis Obispo RTA

Project Term Length

5 Years

Start Date

September 1, 2025

Quote Valid Until

July 1, 2025

Payment Term

Upfront net 30 days for annual recurring costs

Description	Unit Price (USD)	Qty	Years	Total price
Mobile Ticketing Software Maintenance and Support (Annual recurring cost)	\$2,500	1	5	\$12,500.00
Maintenance & Support of Token Transit app	Included	-	-	-
Data & reporting (Token Transit Portal)	Included	-	-	-
Unlimited fare modifications	Included	-	-	-
Send-a-pass and Community Pass Program functionality	Included	-	-	-
Fare capping	Included	-	-	-
Mobile & Physical Ticketing Payment Processing & Customer Support	10% of transaction for transactions greater or equal to \$2.00; \$.06 + 7% for transactions less than \$2.00			
Early Customer Pricing*	8% of transaction for transactions greater or equal to \$2.00; \$.06 + 7% for transactions less than \$2.00			
Fare payment processing of mobile and physical fares	Included	-	-	-
Send-a-pass and Community Pass Program functionality	Included	-	-	-
Rider Support: front line for rider support	Included	-	-	-
Customer Success: ongoing support	Included	-	-	-
* Special discounted pricing is offered for San Luis Obispo RTA due to their legacy status as a Token Transit customer.				
QR Scanning Integration with Kuba Validators (Annual recurring cost**)				
Year 1	\$600.00	40	1	\$24,000.00
Year 2	\$650.00	40	1	\$26,000.00
Year 3, Year 4, and Year 5	\$700.00	40	3	\$84,000.00
Validation Software: Software that supports scanning on Kuba fareboxes with secure, dynamic QR code	Included	-	-	-
Customer Success: Project management of validation integration, onboarding, and other agency-focused support	Included	-	-	-
Customer Support: front line rider support for integration	Included	-	-	-
** Kuba may charge additional fees for integrating with Token Transit.				

\$146,500.00

early customer discount*

-\$12,500.00

Total Cost - 5 Years

\$134,000.00

Note: Summary of total costs include annual recurring costs; no transaction fees.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 7, 2025

STAFF REPORT

AGENDA ITEM: A-10

TOPIC: South County Park-Out Yard Lease Extension

ACTION: Execute Lease Agreement Extension

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize the Executive Director to Execute the Second Lease Extension for 800 Rodeo Drive in Arroyo Grande

BACKGROUND/DISCUSSION:

In July 2011, SoCo Transit moved its operations yard from Grover Beach to its current County-owned facility at 800 Rodeo Drive in Arroyo Grande. In 2019, a new 5-year lease was negotiated, which ended in December 2024. The 2019 lease identifies an initial rent of \$3,000/month, with annual CPI change limited to a maximum of 5% with two important caveats: 1) an option to extend for up to five one-year periods, and 2) both parties would agree to renegotiate a longer term should SoCo Transit obtain a battery-electric bus recharging infrastructure grant that requires a longer term. The first one-year extension was granted with the expiration date of December 2025.

It should be noted that the RTA is now the sole signatory on this agreement due to the consolidation of SoCo Transit into the RTA in January 2021. Prior to that date, both RTA and SoCo Transit were signatory agencies. The primary purpose of the lease agreement is to provide a park-out facility for vehicles, including a small office for an Operations Supervisor, restrooms, and space for Bus Operators to check-out/-in. No vehicle maintenance is completed on site.

At this time, staff recommends we exercise the option to extend the lease for the second one-year period in order to evaluate the eventual findings and recommendations from Bus Charging and Electrification Study that was authorized by the RTA Board at its March 2025 meeting. The Study will guide implementation of depot charging at the bus park-out yards and will include an array of consultant led elements, including a power demand analysis, coordination with utility providers, conceptual site plans (including outreach to jurisdiction staff members for approval), and cost estimates. The final report should be available in the spring of 2026.

Staff Recommendation

Authorize the Executive Director to execute the second one-year lease extension for 800 Rodeo Drive in Arroyo Grande.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of January, 2020, by and between the County of San Luis Obispo, a political subdivision of the State of California ("County/Lessor"), and the San Luis Obispo Regional Transit Authority, a joint powers authority in the State of California, and South County Area Transit, a joint powers authority in the State of California (both authorities referred to herein as "Lessee/Co-Lessees") (collectively the "Parties").

WHEREAS, the County owns approximately 13.11 acres of land with improvements located at the corner of West Branch Street and Rodeo Drive in the City of Arroyo Grande, more particularly described as Assessor's Parcel Number 007-011-050; and

WHEREAS, Lessee currently leases a portion of APN 007-011-050 as depicted on Exhibit "A" attached hereto and incorporated herein (the "Premises") under that certain lease dated November 20, 2012 ("Original Lease"); and

WHEREAS, the Original Lease expired on June 30, 2019 and the Parties are now in hold-over; and

WHEREAS, Lessee and County now desire to enter into a new Lease Agreement for continued use of the Premises; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and Lessee agree as follows:

1. **Incorporation of Recitals**: The recitals set forth above, and all defined terms set forth in such recitals and in introductory paragraphs preceding the recitals, are hereby incorporated into this Lease Agreement as if set forth in full.

2. **Grant and Description of Premises**: County, for and in consideration of the promises contained herein, hereby grants to Lessee the exclusive right and privilege to lease and to occupy the Premises, as identified on Exhibit "A," consisting of a portion of approximately 3.25 acres zoned Public/Quasi-Public District (PE), fully fenced, with a 6,048 square-foot metal structure (containing six work bays, office area, and non-ADA compliant restroom), a small wooden storage building, and car wash area.

3. **Condition of Premises**: The taking of possession of the Premises by Lessee shall, in itself, constitute acknowledgment that the Premises are in good and tenantable condition. Lessee

agrees to accept the Premises in its presently existing condition, "as is"; and County shall not be obligated to make any alterations, additions or betterment thereto. Lessee acknowledges County's Disclosure of known existing conditions as set forth in Exhibit "B", attached hereto and incorporated herein.

4. **Term:** The term of this Lease shall be for a period of five (5) years, commencing January 1, 2020 and expiring December 31, 2024 ("Initial Term") with options to extend as described in Paragraph 5 below.

5. **Option to Extend:** Within six (6) months prior to the expiration date of the Initial Term of the Lease Agreement, and with the mutual written consent of the Central Services Director, or Director's designee ("Director") and Lessee, Lessee may notify the County, in writing, of its desire to extend the term of the Lease Agreement for five additional consecutive one (1) year periods ("Extended Term"). The right of Lessee to negotiate with County any extension of this Lease Agreement pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:

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

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

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

6. **Rental:** Beginning upon the Commencement Date, Lessee shall pay County as rent for the Premises the sum of Three Thousand Dollars (\$3,000) per month, payable in advance on the first day of each month, without deduction, offset or abatement. Beginning on the first day of the thirteenth (13th) month, and every subsequent annual anniversary date thereafter, the preceding year's rent shall be adjusted upward according to any percentage rise in the Consumer Price Index ("CPI"). The adjustment shall be by a percentage equal to the percentage increase of the Consumer Price Index between the previous December published CPI (or most immediately available month prior to the previous January, if no index is published in December) and the corresponding CPI for the same period twelve months previous. If there is a decrease or no change in the CPI, then the preceding year's option rent will not be adjusted. Annual CPI adjustment shall not exceed five percent (5%) annually.

The term "Consumer Price Index" refers to the Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County Statistical Area, California, based on the period of 1982-84 = 100 as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

The index for the adjustment date shall be the one reported in the U.S. Department of Labor's most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base other than the base period (1982-84=100), the base figure used for calculating the adjustment percentage shall first be converted under a formula supplied by the Bureau.

If the described index is no longer published, another generally recognized as authoritative shall be substituted by agreement of County and Lessee. If County and Lessee are unable to agree within thirty (30) days after demand by either party, on application of either party the substitute index shall be selected by the chief officer of the San Francisco regional office of the Bureau of Labor Statistics or its successor.

County shall provide written notice to Lessee of each adjusted rental amount on an annual basis. If the rent is not adjusted at the time for said adjustment as provided herein, Lessee shall continue to pay the annual rent established for the prior period until such adjustment is made, at which time Lessee shall promptly pay to County any deficiency and shall henceforth pay at the adjusted rate of rent.

All rental payments shall be directed to County at the following address:

County of San Luis Obispo
Central Services Department/Real Property Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

7. Use of Premises:

A. Use of the Premises shall be for Lessee's vehicle parking and maintenance related to public transportation operations, and no other use shall be approved without the prior written approval of the Director.

B. Lessee's interests shall at all times be in compliance with all laws, including but not limited to 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. Lessee agrees not to use the Premises as a residence.

C. Lessee expressly agrees at all times during the term of this Lease, at its own cost and expense, to maintain and operate the Premises and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of 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 Lease in force, relating to sanitation or public health, safety or welfare

D. Lessee shall be solely responsible for providing of all services, equipment, supplies, and personnel for the administration, staffing, operation and maintenance of the Lessee's business at the Premises. Lessee shall comply with all labor laws, INS laws, and tax laws.

E. Lessee is permitted on-site hand-washing of one bus per calendar day during normal business hours (between 8:00 AM and 5:00 PM)..

8. **Signs:** Lessee, at its sole cost and expense and 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 Arroyo Grande.

9. **Capital Improvements:** Any and all Capital Improvements to be undertaken hereunder shall be administered as follows:

A. Lessee 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 projects to be accomplished by Lessee. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of the initiation of any such projects. Additionally, if any of the proposed improvements require a licensed contractor, Lessee shall submit verification of the appropriate licensure and verification of sufficient insurance and bonding of the licensed contractor. If the Director objects to all or any portion of proposed plans, the Director shall state the objections specifically, and the Lessee shall make the changes specified and resubmit the plans as revised for the Director's approval as herein provided. No improvement or alteration shall be made to the premises or any portion thereof without the submission to and prior written approval of the plans by Director. Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by Lessee to be a waiver by the Director of Lessee's need to acquire building and construction permits to include, but not be limited to, required permits from the City of Arroyo Grande, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes.

B. Central Services-Real Property Services shall perform a final inspection of the capital improvements. If County determines capital improvements are in compliance with the aforementioned terms and conditions, then Director shall issue a written statement of compliance acknowledging completion of the capital improvement project. Nothing herein shall be construed to be a waiver by the Director of Lessee's need to obtain final inspections and approvals from other required entities. Lessee shall protect the Premises from any lien or charges whatsoever, by reason of said capital improvements.

10. Ownership of Improvements: Title to improvements on the Premises at the commencement of this Lease is retained by the County. This Lease is subject to any rights of ownership in the improvements. The ownership of all approved improvements constructed by the Lessee, if any, shall remain in Lessee until expiration, or sooner termination, of the term of this Lease. Upon termination of this Lease, all alterations, additions and improvements made in, to or on the Premises (including without limitation all electrical, lighting, plumbing, heating, air conditioning, and communications equipment and systems, alarms, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures unless excluded in a written agreement signed by Lessee and Director), shall, without compensation to Lessee, become County property free and clear of all claims to or against them by Lessee or any third person, and Lessee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph. Such improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon County's request, Lessee shall remove those additions, alterations, signs or improvements as may be specified by County, and repair and restore the Premises to its original condition at Lessee's sole cost and expense prior to expiration of the Term.

11. Lessee's Personal Property: Title to all personal property, moveable furniture, and movable equipment provided by Lessee will remain in Lessee'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 Paragraphs 9 and 10 above. Upon the removal of personal property by Lessee, whether such removal is upon termination of this Lease Agreement or at any time prior thereto, Lessee will repair all damage to the Premises caused by the addition or removal of such property. County will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of Lessee. If Lessee elects to attach personal property to the Premises that Lessee 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.

12. **County's Personal Property:** County shall retain title to all of County's personal property and Lessee shall maintain said personal property; specifically, two gas heaters, one picnic table, and one landscaping sprinkler system during the term of this Lease. Any personal property improvements hereafter added by County, at County's expense, shall remain County property.

13. **Equipment and Fixtures:** County 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 County that is used by Lessee under this Lease, or any personal property owned and used by Lessee.

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

15. **Utilities:** Lessee shall be responsible to provide and pay for all utilities used on the Premises.

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

17. **Storm Water:** Lessee shall adhere to the Pollution Prevention and Good Housekeeping requirements of the Municipal Separate Storm Sewer System Permit (MS4 Stormwater Permit) issued to the County of San Luis Obispo by the State Water Resources Control Board. Activities performed on the Premises shall conform to the requirements of the MS4 Stormwater Permit, and Lessee shall adhere to Best Management Practices (BMPs) referenced at slocounty.ca.gov and/or to future BMPs required by the County in order to maintain compliance. Lessee shall allow the County to inspect the Premises upon reasonable notice and shall report compliance annually to fulfill requirements of the MS4 Stormwater Permit."

18. **Garbage:** Lessee shall be responsible for all trash services at the Premises.

19. **Janitorial:** Lessee shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Premises including rubbish and trash removal, and sweeping/cleaning of the Premises.

20. Maintenance and Repairs: Lessee 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 County, Lessee fails or neglects to commence maintenance and/or repair obligations as requested by County, County may, at its option, perform such necessary maintenance and/or repairs and bill Lessee for actual cost of said maintenance. Lessee shall promptly reimburse County upon County's written request.

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

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

22. Business Hours: Hours of operation will be during regular operations hours.

23. Insurance: Lessee shall procure and maintain for the duration of the Lease Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's use of the Premises and the performance of any work hereunder by the Lessee, its agents, representatives, or employees. Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, 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 project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Lessee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

C. Workers' Compensation: insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Lessee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Lessee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Lessee maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Lessee.

D. Property Coverage: Lessees given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Lessee's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

E. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

F. Primary Coverage: For any claims related to this Lease Agreement, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers,

officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

G. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

H. Failure to Maintain Insurance: Lessee's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Lease Agreement, upon which the County immediately may withhold payments due to Lessee, and/or suspend or terminate this Lease Agreement. The County, at its sole discretion, may obtain damages from Lessee resulting from said breach.

I. Waiver of Subrogation: Lessee hereby grants to County a waiver of any right to subrogation which any insurer of said Lessee may acquire against the County by virtue of the payment of any loss under such insurance. Lessee 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 County has received a waiver of subrogation endorsement from the insurer.

J. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

K. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

L. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

M. Certification of Coverage: Within fifteen (15) calendar days of the first day of the Commencement Date of this Lease Agreement, Lessee shall furnish County with the following for each insurance policy required to be maintained by this Lease Agreement, and annually thereafter:

- 1) 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 County.
- 2) A Workers' Compensation certificate of insurance must be provided.
- 3) Upon written request by the County, the Lessee shall provide a copy of the complete insurance policy.

4) Approval of Insurance by County shall not relieve or decrease the extent to which the Lessee may be held responsible for payment of damages resulting from Lessee's services or operations pursuant to this Lease Agreement. Further, County's act of acceptance of an insurance policy does not waive or relieve Lessee's obligations to provide the insurance coverage required by the specific written provisions of this Lease Agreement.

N. Effect of Failure or Refusal: If Lessee fails or refuses to procure or maintain the insurance required by this Lease Agreement or fails or refuses to furnish County with the certifications required by *Subparagraph G.* above, County shall have the right, at its option, to forthwith terminate the Lease Agreement for cause.

24. Indemnification: To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the County 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 Lessee's performance or attempted performance of any obligation or duty provided for or relating to this Lease and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County. It is the intent of the parties to provide the County 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 contract and the remaining language shall be given full force and effect.

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

26. Lessee's Responsibility for Compliance: Lessee 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 Lease Agreement and any extensions thereof. If any future laws, rules, regulations, or ordinances are passed by the County of San Luis Obispo and said legislative enactment has any impact fiscal or otherwise on Lessee, and if Lessee does not make a timely objection to County during course of legislative process, Lessee will be deemed to have waived any right to object at a later time and waives all damages flowing therefrom. Lessee shall and does hereby assume responsibility for payment of any and all licenses applicable to Lessee's operation on the Premises.

27. **Notices:** Any notices, demands, or communication, under or in connection with this Lease, may be served by regular mail, personal delivery, or electronic transmission ("e-mail"). Such e-mail notice, and all attachments thereto, shall for all purposes be deemed received and effective upon receipt at the e-mail address provided, and that such notice is effective irrespective of whether the addressee shall actually open's or read's the e-mail notice and/or attachments. Any e-mail notice to the County shall be addressed as follows:

Central_RPS@co.slo.ca.us

or if by regular mail, such mail must be deposited in the United States Post Office, postage prepaid, and if addressed to the County at:

County of San Luis Obispo
Central Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attention: Real Property Manager

and may likewise be served on Lessor via e-mail at:

gstraw@slorta.org

or if by regular mail, such mail must be deposited in the United States Post Office, postage prepaid, and if addressed to the Lessor at:

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

Either County or Lessor may change such address by notifying the other party in writing as to such new address as Lessor or County may desire used and which address shall continue as the address until further written notice.

28. **Assignment:** Lessee will not assign, transfer, or delegate this Lease Agreement or any interest therein. Any attempt by Lessee to transfer this Lease Agreement will automatically terminate it.

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

a. Lessee 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 Lease Agreement; or

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

c. At the discretion of the Director, Lessee may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate termination of the Lease Agreement and possession of the Premises. The exercise of these remedies provided for in this paragraph shall be cumulative and in no way affect or replace other remedies available to the County.

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

31. 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 Lease Agreement in accordance with the rights and privileges granted herein, County shall not be liable to Lessee for any lost revenues. If Lessee's business is interrupted, the County shall not be liable to Lessee for any lost revenues or claims against Lessee from third parties including, but not limited, to Lessee's employees.

32. 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 County.

In the event that there shall be partial taking of the Premises during the term of this Lease Agreement under the power of eminent domain, this Lease 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 Lease Agreement shall at County's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of County.

33. **Non-Discrimination:** Lessee 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.

34. **Americans With Disabilities Act:** Lessee shall be responsible for any and all 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.

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

36. **Illegal Harassment Warranty:** Lessee 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.

37. **Smoke-Free Workplace:** Lessee 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 County properties, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the County of San Luis Obispo to conduct County business. Notwithstanding any smoking prohibition set forth by County ordinance, any Lessee may request written approval of a designated smoking area by the County Public Health Officer, if permitted by law or statute.

38. **Drug Free Workplace:** Lessee and its employees will comply with all laws related to a drug free workplace. Neither Lessee 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 Lessee's facilities or County's facilities or work-sites.

39. **Hazardous Waste:** Lessee 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). Lessee shall, except in the event of County’s sole negligence, indemnify, defend, protect and hold County, each of County’s offices, 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 Lessee’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) Lessee’s failure to comply with any Hazardous Materials law. Lessee’s or County’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 Lessee and County and shall survive the expiration or earlier termination of the term of this Lease Agreement. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, lessors, or sublessors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

40. Severability: The invalidity of any provision of this Lease shall not affect the validity, enforceability of any other provisions of this Lease.

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

42. 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 Lease Agreement.

43. Waiver of Lease Agreement Terms: No waiver by either party at any time of any of the terms, conditions or covenants of this Lease 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 County 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 Lessee shall be required to restore or revive after the waiver by County of any default. No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to County by this Lease Agreement shall be deemed cumulative.

44. Authority to Contract: Any individual executing this Lease on behalf of Lessee represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Lessee, and that this Lease is binding upon Lessee in accordance with its terms.

45. Right of Entry: County shall have the right with reasonable notice and at reasonable times, to inspect the Premises and to perform maintenance, repairs and improvements to the Premises or the building of which the Premises is a part.

46. 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 Lease Agreement in accordance with the rights and privileges granted herein, this Lease Agreement shall immediately be terminated and the County shall be under no obligation to Lessee 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, the 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.

47. Holding Over: In the event Lessee shall continue in possession of the Premises after the term of this Lease, possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease. Any holding over shall not constitute a lawful possession except for purposes of continuing the duties and obligations of Lessee and County's right to enforce the same.

48. Public Records: Any and all written information submitted to and/or obtained by County from Lessee or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise, at the option of County, 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 Lessee hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under Lessee, 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 Lessee 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.

49. Authorities Jointly Liable as Lessee: San Luis Obispo Regional Transit Authority and South County Area Transit acknowledge that both authorities are fully and separately bound to perform all lease obligations, including payment of rent, maintenance, insurance, and all other terms of this Lease Agreement as Co-Lessees. Any breach of the Lease Agreement is a breach by both Co-Lessees.

50. Delegation of Authority: The Director of Central Services, or Director's designee, is hereby authorized to review, approve and execute all documents related to paragraph 9 above (capital improvements) and any extensions of this Lease Agreement pursuant to paragraph 5 above.

51. Headings: The headings of the articles and sections of this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Lease, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof."

52. Entire Lease and Modifications: This Lease Agreement and the attached Exhibits are herein made a part of this Lease Agreement by reference, embodies the whole Lease Agreement between the Parties hereto as it pertains to the Premises 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 Lease Agreement must be in writing and executed by the Parties.

////////// NOTHING BEYOND THIS POINT EXCEPT FOR SIGNATURES //////////

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement this 10th day of December, 2019.

COUNTY OF SAN LUIS OBISPO

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: Debbie Arnold
Chairperson of the Board of Supervisors

By: Geoff Straw
Geoff Straw, Executive Director

APPROVED BY THE BOARD OF SUPERVISORS

Date: 11-22-19

This 10th day of December, 2019

APPROVED AS TO FORM AND LEGAL EFFECT:

ATTEST:
WADE HORTON
Ex-Officio Clerk of the Board of Supervisors

JON ANSOLABEHRE
SLORTA Legal Counsel

By: Janet V. Christensen
Deputy Clerk

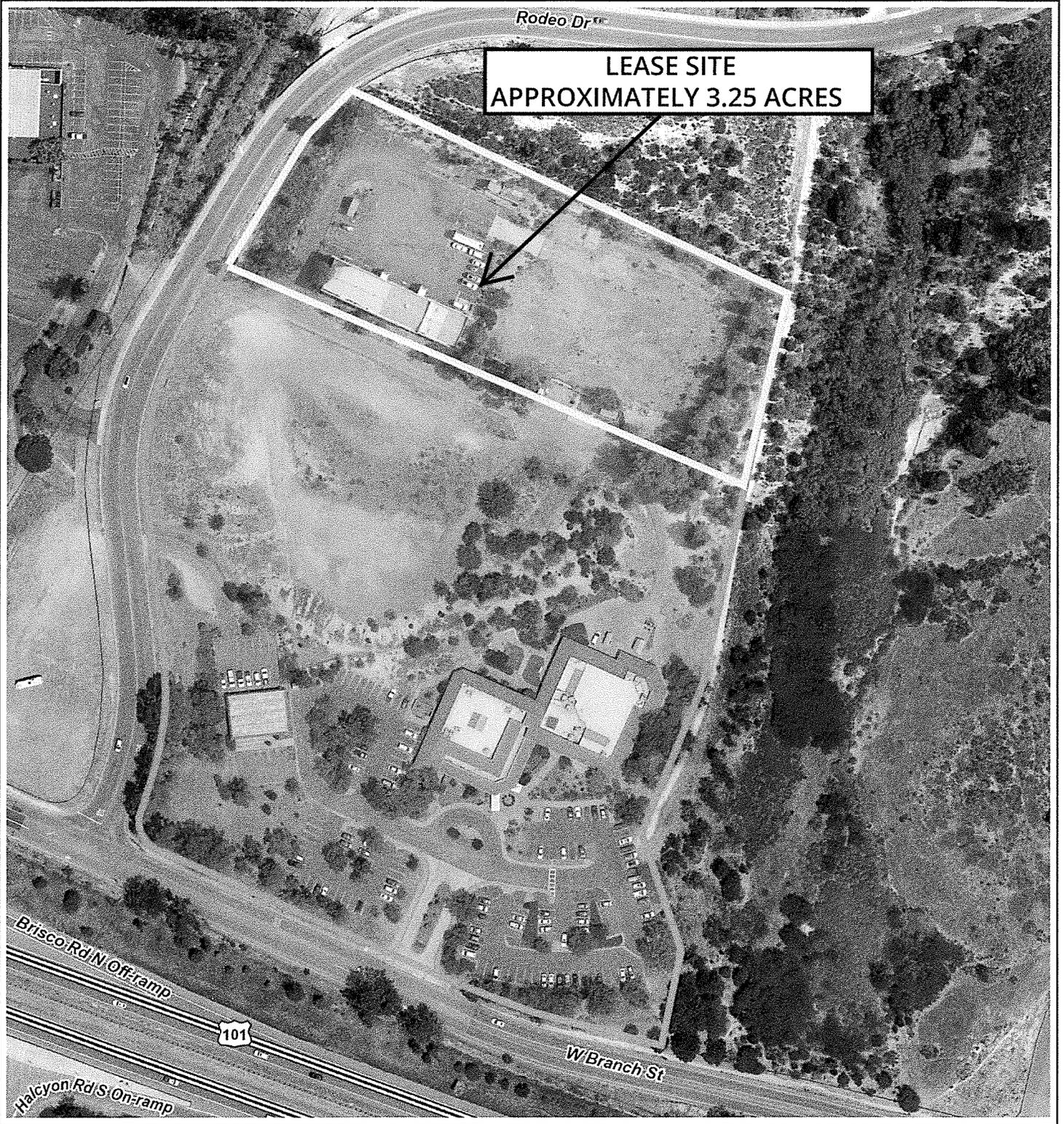
By: [Signature]
Date: 11/22/19

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Shanna Makin
Deputy County Counsel

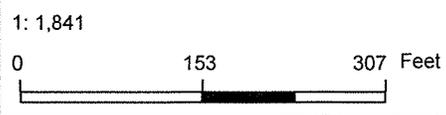
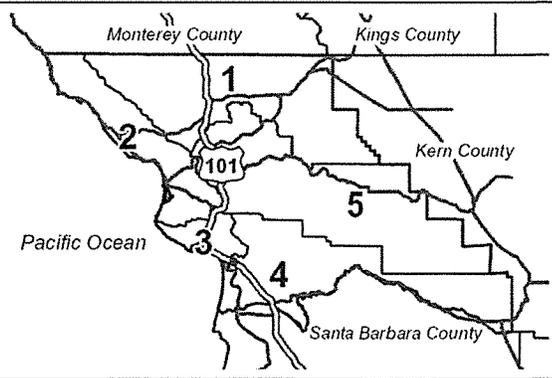
Date: 11/22/19



**LEASE SITE
APPROXIMATELY 3.25 ACRES**

LOCATION MAP

EXHIBIT "A" TO LEASE AGREEMENT
 COUNTY OF SAN LUIS OBISPO
 CENTRAL SERVICES - REAL PROPERTY SERVICES



Map by: S. HEINTZ

EXHIBIT "B"
TO LEASE AGREEMENT
DISCLOSURE

1. The lease site is a portion of APN 007-011-046. In accordance with the Subdivision Map Act, Section 66428 (a) (2), "a parcel map shall not be required for land conveyed to or from a governmental agency... unless a showing is made in individual cases, upon substantial evidence, that public policy necessitates a parcel map." This determination will be made by the City of Arroyo Grande.
2. The lease site measures approximately 3.2 acres. The area inside the fence measures approximately 2.5 acres.
3. Rodeo Drive has been proposed by Cal Trans as an exit from northbound Highway 101.
4. A grease separator is located under the steel cover at the wash rack, but it does not meet current stormwater pollution prevention regulations.
5. Gas heaters were once located in the office and dressing area. They have been removed and the gas pipes are capped.
6. The insulation in the enclosed work bays has lost its adhesion to the walls.
7. The building has been tested for asbestos, and no asbestos was found.
8. The rain gutters on the building are rusted through in many locations.
9. Below-ground gas and diesel tanks were once located by the entry gate to the lower parking lot. These tanks have been removed, the soil remediated (approved by County Environmental Health), and the emergency shut-off station at the gate is no longer operational.
10. A storage container belonging to the American Red Cross is located at the entrance to the lower parking lot, outside of the fence, and it will remain in place. Access to the container may not be blocked.
11. The County has had soil sampling and testing of the lower parking lot performed by Earth Systems Pacific in order to document baseline for the property. A report dated July 22, 2010 is available upon request and shows two areas of contamination, one by metals and one by hydrocarbons. The tenant will not be held responsible for the contamination in these two areas.
12. SLORTA replaced one of the existing gas-fired space heaters in the enclosed bay.
13. County Public Works has placed a storage container on the property located in the upper lot.
14. SLORTA removed some rusted rain gutters located at the front of the building and replaced portions of gutters to redirect water flow away from entryways.
15. SLORTA funded and paid for resurfacing the parking lot areas.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 7, 2025

STAFF REPORT

AGENDA ITEM: A-11

TOPIC: Vehicle Loan Agreement with Model1

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize the Executive Director to Execute a No-Cost Agreement with Model1 for Temporary Use of a Ford E-Transit Gamechanger

BACKGROUND/DISCUSSION:

The California Air Resources Board adopted the Innovative Clean Transit fleet rule in December 2018. The ICT will essentially phase-out internal combustion engines used in transit buses by 2040, with interim purchasing requirements of zero-emission vehicles beginning in 2026. In preparation for this transition, the RTA Board adopted the ICT Rollout Plan at its March 2023 meeting. As such, staff has requested that vendors provide demonstration vehicles to help us better understand how the technology can be incorporated in our operating environment. The ITC Rollout Plan also recommends that staff replace a regular gasoline Cutaway with an electric demand response vehicle in 2026.

As part of this transition to battery-electric vehicles, Model1 has offered a Ford E-transit Gamechanger van for demonstration purposes for up to two weeks (to be determined) at no cost to the RTA. This agreement would allow staff to evaluate how viable this electric vehicle would be in comparison to gasoline-powered vans used in Runabout revenue service. Attached is a final draft agreement that includes proposed changes suggested by RTA Counsel and our indemnity provider. Staff is seeking authorization for the Executive Director to execute the final agreement once Model1 considers the suggested changes.

Staff Recommendation

Authorize the Executive Director to execute a no-cost agreement with Model1 for temporary use of a Ford E-Transit Gamechanger.

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BORROWED VEHICLE AGREEMENT

Between

Model 1 Commercial Vehicles, Inc. and any related companies or affiliates of Model 1 Commercial Vehicles, Inc. (Dealer)

9225 Priority Way, Suite 300

Indianapolis, IN 46240

463-234-9400

And

In consideration of the loan of certain vehicle(s) from the Dealer to the Borrower, it is mutually agreed as follows:

The Borrower accepts responsibility for the vehicle(s) to the full extent of the vehicle(s) value as stated below, during the full term of this agreement. The term of this agreement shall be from the time the Borrower takes possession of the vehicle(s) until the Borrower returns the vehicle(s) to the Dealer's location and acceptance of the vehicle(s) by the Dealer.

Scheduled date of possession:

Scheduled date of return and acceptance:

(1) The subject vehicle(s) is(are) as follows:

Unit #:

Year:

Make:

VIN:

Value (\$):

(2) Borrower agrees that he will not cause or allow the subject vehicle(s) to be loaned, rented, or driven by any person other than Borrower, and is not to be driven beyond a radius of one hundred (100) miles from Borrower's place of business.

(3) Borrower agrees that while this Agreement is in force that Borrower will preserve and protect the subject vehicle(s) from loss or damage. Borrower agrees to be liable for all costs of repairs to the vehicle(s) regardless of fault. Borrower is specifically advised to be certain that their automobile insurance coverage will provide for payment of such loss in the event of any accident. **See paragraph (11) below for Borrower's insurance requirements.**

(4) Borrower agrees that he will not use said vehicle(s), cause or permit the same to be used in any manner whatsoever in violation or contravention of any Municipal, County, State or Federal law, ordinance or regulation.

(5) Borrower agrees that in the event of any accident involving said loan vehicle(s) Borrower will, within twelve (12) hours following such accident, furnish to Dealer a full and complete report thereof, and will report such accident to the Department of Motor Vehicles of the State within the time and in the manner prescribed under the provisions of the Vehicle Code of this State, or, in the event of loss of possession thereof or inability to return same to Dealer on demand for any reason whatsoever, Borrower will pay Dealer the market value of the vehicle(s) and reasonable market value for loss of accessories unless otherwise specified.

(6) Borrower agrees that all expenses incident to the Borrower's regular maintenance of the subject vehicle(s) shall be borne solely by Borrower, and Borrower further expressly agrees to hold harmless and indemnify Dealer against all claims and demands arising or resulting from Borrowers use, storage, and/or repairs of and to the subject vehicle(s) during the period of this Agreement.

(7) Borrower covenants and agrees with the Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorneys fees and expense of any nature to the extent arising or alleged to arise from the Borrower's negligent use, operation, maintenance and ownership of the subject vehicle(s) while this Agreement remains in force and effect, and to reimburse Dealer for any actual loss or damage during said period. It is further agreed that in the event Dealer files any action to recover possession of or the value of or the cost of repairing said vehicle(s), or in the event Dealer employs an attorney to defend it in any action filed by Borrower, or anyone claiming for personal injuries, or property damage, arising out of the use of the subject vehicle(s) while in the possession of Borrower, Borrower agrees to pay to Dealer upon demand any and all reasonable sums expended by it for actual attorney fees and court costs.

(8) The loaned vehicle(s) shall be returned by Borrower to the Dealer's place of business within 3 business days from date of Dealer's demand. Borrower also waives any claim which may hereafter arise from any and all damage, Borrower may hereafter sustain by reason of any action, civil or criminal, which Dealer or his Agents may take in connection with the Borrower's use or retention of the subject vehicle(s) in the event of Borrower's failure to return said vehicle(s) to Dealer as specified in this paragraph.

(9) In event Borrower has left another vehicle(s) in possession of Dealer for the purpose of repairs or other services, and should the above described borrowed vehicle(s) be damaged while in the possession of Borrower, then the Dealer shall have a lien upon and retain possession of such other vehicle(s) left in possession of Dealer by Borrower until all damage to the borrowed vehicle(s) has been paid, and if not paid within ten days after completion of repairs or other service, the Dealer may sell other vehicle(s) and apply the proceeds to costs of repairs or other service to the borrowed vehicle(s).

(10) Borrower agrees the vehicle(s) will not be operated while under the influence of alcohol or narcotics.

(11) Borrower will at Borrower's expense provide and maintain for the term of this agreement Automobile Liability and Vehicle Physical Damage Insurance on the borrowed vehicle(s) covering both the Borrower and naming the Dealer as additional covered party under the Automobile Liability coverage. The Automobile Liability coverage must be in an amount not less than \$5,000,000 for bodily injury and property damage. The borrower's Vehicle Physical Damage coverage shall provide auto physical damage coverage equal to or greater than the value of the vehicle(s).

Borrower will at all times during the term of this agreement maintain at Borrower's expense insurance of the types and in the amounts specified herein. The policies must reflect Model 1 Commercial Vehicles, Inc. as an "Additional Covered Party" on Automobile Liability coverage and "Loss Payee" under the Vehicle Physical Damage coverage. This coverage must be written by a carrier/coverage provider reasonably acceptable to the Dealer and which is authorized to do business in the state where Borrower is domiciled or operates and garages the vehicle(s). Borrower will provide appropriate evidence of this coverage, by Certificate of Insurance/Coverage and written endorsement for the additional covered party coverage to the Dealer before delivery can be achieved. Borrower accepts responsibility for the vehicle(s) to the full extent of its value, as described above, during the term of this agreement and while the vehicle(s) is/are in the Borrower's possession of use, storage, maintenance, and/or repairs. To the extent that Borrower's insurance coverage does not reimburse the Dealer for the full value of the vehicle(s) (value is determined as of the date you accept delivery of the vehicle(s)) Borrower will be responsible for any deficit.

IT IS FURTHER EXPRESSLY AGREED by and between the Parties hereto that the foregoing constitutes the sole Agreement between the parties covering the loan of the subject vehicle(s) by Dealer to Borrower.

Dated this _____ day of _____, _____.

By: _____ Printed Name: _____
Signature

Title: _____ Date: _____

Company: _____

By: _____ Date: _____
Model 1 Commercial Vehicles Sales Manager

DRAFT



**MODEL1
COMMERCIAL
VEHICLES**

Bus Sales: **888.633.8380** Service: **888.374.8915** Parts: **888.993.5040**

Ford E-Transit Gamechanger

SPECIFICATIONS

Base Vehicle

Ford Transit 350 Chassis

High Roof, Extra Long Body, Sliding Door

Length 263.4", Extra Long Body

Exterior Height 109.6", High Roof

Interior Height 65.2"

Width 81.3", without mirrors

Wheelbase 178"

Wheels 16" Wheels & Tires, Single Rear Wheels

GVWR 9,500 lbs.

Motor & Battery

Ford OEM Electric Motor, Rear Wheel Drive

198 kW Equivalent to ~266HP / 317TQ Peak Power

68 kWh Battery Pack, Underfloor

Charging

Ford Mobile Charger (Level 1) 120/240V Cable (Included)

Ford Pro™ AC Charging Station (Level 2) (Optional)

Charge 0-100% L2 240V: ~8 Hours (48A) ~12 Hours (30A)

Connectivity

Ford Pro™ E-Telematics & Telematics Essentials

Passenger Capacity

7 Passenger w/ co-pilot or Up to 2 Wheelchair Positions

ADA Equipment

Power Wheelchair Lift, Tie Down Points & Safety System

100% ELECTRIC ADA VAN



SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

**MAY 7, 2025
STAFF REPORT**

AGENDA ITEM: A-12

TOPIC: Classification and Compensation/Benefits Study

PRESENTED BY: Tania Arnold, Deputy Director/CFO

EXECUTIVE COMMITTEE RECOMMENDATION: Recommend Staff Bring the Classification and Compensation/Benefits Study to the Board for Approval at the May 7th Board Meeting.

STAFF RECOMMENDATION: Authorize Procurement of Classification and Compensation/Benefits Study Services

BACKGROUND/DISCUSSION:

In order to conduct a comprehensive classification and compensation study, a Request for Proposal (RFP) document must be published inviting qualified firms to respond, as required by the RTA Purchasing Policy. The study's objective is to ensure the RTA's ability to hire and retain qualified employees, maintain equitable internal relationships among employees, comply with state and federal laws, and help the agency plan for succession of senior staff members in an orderly manner.

This will be the first comprehensive classification and compensation study conducted on behalf of the RTA by independent experts. In the past, RTA staff has worked with County Human Resources staff to develop job descriptions and determine salary scales based on reviews of similar agency documents/benchmarks. Given the RTA intends to begin negotiations with Teamsters Local 986 representing Bus Operators, Mechanics, Utility employees and the Parts Clerk in late summer 2025, and the Executive Director has expressed his intent to retire in 2028, it is timely to determine whether the defined classifications and compensation/benefits levels are appropriately benchmarked with similarly sized transit agencies and other organizations in the region.

The attached draft scope of work will be used as part of the procurement documents. The RFP will also identify two distinct phases: the Classification phase, followed by the Compensation/Benefits phase. The total project is estimated to take up to 20 weeks, which will provide for a thorough and complete final product. Costs for the two phases of the study will be approximately \$50,000. Of note, classification and compensation studies do not guarantee increases in any staffing compensation, but it will inform decision-makers and help ensure competitiveness within the identified market.

Staff Recommendation

Authorize procurement of Classification and Compensation/Benefits Study services.

SCOPE OF WORK
Classification and Compensation/Benefits Study

I. BACKGROUND

The San Luis Obispo Regional Transit Authority (RTA) is a joint powers authority founded in 1990. The joint powers authority is comprised of the seven incorporated cities in San Luis Obispo County, as well as the County of San Luis Obispo. The RTA provides public intercity fixed-route and countywide ADA paratransit service throughout San Luis Obispo County. The RTA also operates local transit services that are funded separately under agreement in the Five Cities Area, in select rural communities (funded by SLO County), and in the cities of Atascadero, Morro Bay and Paso Robles. The RTA also serves as a Consolidated Transportation Services Agency that oversees specialized transportation contractors (Senior-GO!, Wilshire Foundation volunteer driver program, etc.) on behalf of the San Luis Obispo Council of Governments. The RTA fleet includes 45 fixed-route buses and 33 paratransit vehicles. Most vehicles are parked at the Bus Maintenance Facility located in San Luis Obispo, and the remainder are parked out at separate leased operations depots in Arroyo Grande and Paso Robles. Each of the seven cities appoints one elected official from its governing body to serve on the RTA Board of Directors and a second to serve as an alternate member; all five County Supervisors also serve on the 12-member RTA Board.

The RTA has 112 employees comprised of 30 non-represented employees and 82 Teamsters Local 986 bargaining unit employees.

II. OBJECTIVE

To hire a consultant to conduct a comprehensive classification and compensation/benefits study to ensure its ability to hire and retain qualified employees, maintain equitable internal relationships among employees, comply with state and federal laws, and help the agency plan for succession of senior staff members in an orderly manner.

III. SCOPE OF SERVICES

Phase 1 – Job Description Update and Classification Study

1. Review the existing classification table for all RTA classifications as of May 2025 (see attached FY24-25 RTA Staff Salary Schedule for non-represented position). Current job descriptions and the organization chart are posted on our website at <https://www.slorta.org/about-rt/a/agency-reports/>.
2. Provide a list of background materials needed by consultant to complete work.
3. Review the background materials including existing classifications, job descriptions, organizational charts, budgets, salary ranges, personnel policies, recruiting, selection and on-boarding methodologies, and related information.

4. Conduct kick-off orientation and briefing session(s) with all department heads and managers.
5. Conduct interviews with appropriate management personnel to validate the information. Review current job descriptions and classifications for compliance with state laws (i.e., CA Equal Pay Act), and identify job classification groups that perform “substantially similar work,” when viewed as a composite of skill, effort, and responsibility.
6. Recommend potential updates to job descriptions, education and minimum job requirements to reflect uniformity of positions within classification groups.
7. Develop a draft recommended classification structure that reflects the RTA’s overall classification and compensation strategy.
8. Allocate all employees included within the scope of the study to an appropriate exempt and or non-exempt designation pursuant to the Fair Labor Standards Act (FLSA).
9. Update current classification specifications and job descriptions as needed to reflect current duties, requirements of the position, including physical requirements and essential job functions. Present the final classification recommended for each position to the Executive Director and the three department managers.
10. Revise, edit and finalize final classification plan and provide final copy as an editable document (such as Word) and in PDF format to the Executive Director.
11. Provide appropriate implementation training to the Human Resources Officer, including written documentation of all materials and data collection.
12. Assist Human Resources Officer in developing updates to job descriptions as needed for presentation to the Board of Directors.

Phase 2 – Compensation and Benefit Study

1. Utilizing the updated classification tables completed in Phase I, review comparable peer public transit agencies based primarily on population serviced, organization size, budget size, and geographic location identified in the RTA’s personnel rules.
2. Conduct a comprehensive total compensation survey based on comparable survey agencies, using not only job titles, but duties and responsibilities based upon the classification specifications from the RTA.
3. Complete an internal base salary relationship analysis, including the development of appropriate internal relationship guidelines.
4. Develop external competitive and internal equitable salary recommendations for each classification included within the study.
5. Assign a salary range to each classification which reflects the results of the market survey and the analysis of the internal relationships.
6. Identify employee and any executive benefits programs that are offered by the agencies surveyed, e.g. vehicle allowance, deferred compensation contributions, paid time off, health benefits, pension contributions and formulas (i.e., CalPERS). It should be noted that the RTA ended its relationship with CalPERS and transitioned covered confidential employees to the SLO County Pension Trust in 2020.

7. Assist in the development of a strategy for implementing the compensation recommendations and plan.
8. Provide a written standard process for making salary offers to new hires and approving promotional adjustments to employee salaries, based on a fair process that uses either: seniority; merit; a system that measures production; and/or a "bona fide factor other than sex, race, or ethnicity.
9. Present draft results of the survey to the Executive Director and the three department managers.
10. Revise, edit and finalize final classification plan and provide final copy as an editable document (such as Word) and in PDF format to the Executive Director, Deputy Director/CFO and the Human Resources Officer.
11. Present the final Classification and Compensation Report to the RTA's Board of Directors.

IV. PROPOSAL PROCESS

Proposals should be no longer than 20 pages (including resumes of proposed Consultant team members) submitted electronically and include:

1. Cover letter confirming your understanding of the assignment and scope of work
2. Summary of Firm Qualifications including Name of Project Lead, and any Supporting Staff or Sub Consultant Staff
3. Proposed Approach and Work Plan – Include significant steps, methods, and list of deliverables to be provided by the proposer to complete tasks outlined herein.
4. Proposed Project Timeline – Provide a detailed project timeline, such as Gantt chart showing the estimated timeframe to complete the scope of work with anticipated project deliverables.
5. References – Include at least three references and report sample from similar size public agencies (preferable transit agencies) where similar work was completed.
6. Budget Proposal – Include detailed cost proposal broken down by task, staff assigned (hourly rate) and anticipated travel costs (if any).

V. EVALUATION PROCESS

1. The RTA will evaluate the proposals received based on the following criteria:
 - A) Qualifications – Prior experience in performing similar compensation/benefits studies, particularly for public transit agencies or public agencies of similar size (20%).
 - B) Client References – The Consultant shall provide a minimum of three references where work was recently performed of a similar nature (20%).

- C) Sample Reports/Studies – The Consultant shall provide a sample report which presents the results and recommendations of a similar study (20%).
- D) Work Plan – The ability of the Consultant to meet the RTA's project in a timely manner, within 6 months of notice to proceed (20%).
- E) Cost and Price – Reasonableness and competitiveness with other offers received (20%).

DRAFT

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MAY 7, 2025
STAFF REPORT

AGENDA ITEM: A-13

TOPIC: Update to the RTA Drug & Alcohol Policy

PRESENTED BY: Omar McPherson, Operations Manager

STAFF RECOMMENDATION: Adopt the Updated Safety-Sensitive Employee Drug and Alcohol Testing Policy.

BACKGROUND/DISCUSSION:

As required under U.S. Department of Transportation regulations, each recipient of Federal Transit Administration funds must adopt and maintain a compliant Safety-Sensitive Employee Drug and Alcohol Testing policy. The RTA last updated its Drug and Alcohol Testing Policy in 2023.

The USDOT recently amended its regulations, and the attached *Safety-Sensitive Employee Drug and Alcohol Testing Policy* meets the new requirements. Covered employees include everyone who operates a revenue vehicle or a non-revenue vehicle that requires a Commercial Driver's License, and those employees who control/dispatch a revenue vehicle. Covered employees also include those who maintain revenue service vehicles or equipment. In short, our Bus Operators, Supervisors, Technicians, Utility Workers, and Trainers are subject to this policy

Staff Recommendation

Adopt the updated Safety-Sensitive Employee Drug and Alcohol Testing Policy.

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San Luis Obispo Regional Transit Authority

Safety-Sensitive Employee Drug and Alcohol Policy

Effective as of 5/7/2025

Adopted by: RTA Board of Directors

Date Adopted: 09/05/2018

Last Revised: 01/10/2023

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1. Purpose of Policy

The San Luis Obispo Regional Transit Authority (RTA) provides public transit services for the residents of San Luis Obispo County. Part of the RTA's mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the public.

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect RTA's policy. These additional provisions are identified by underlined text.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All RTA employees - whether or safety-sensitive or not - are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Operations Manager no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

A volunteer is a covered employee if:

- The volunteer is required to have a commercial driver's license to operate the vehicle, or
- The volunteer performs a safety-sensitive function and receives remuneration in excess of his or her actual expenses incurred.

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

4.1 FTA Consequences

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not

less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

4.2 RTA Consequences

Positive Alcohol Test Results:

Under the RTA's sole authority, when a covered employee receives a confirmatory alcohol test result within the prohibited timeframes, the following disciplinary action will occur:

- A confirmed BAC of 0.04 or greater: Termination

The employee will not be permitted to return to service or resume their duties and will be referred to the SAP. The employee will not be permitted to drive their own vehicle, and an alternate means of transportation will be utilized.

- A confirmed BAC of 0.02 or greater but less than 0.04:

If after the initial test confirming a BAC between .02 and .039, the confirmation test after the fifteen-minute wait period is still between .02 and .039, the employee is terminated. If the confirmation test is under .02, the employee will be immediately removed from his/her safety-sensitive duties and placed on paid administrative leave. The employee will remain off duty until their next scheduled duty period, but not less than 8 hours following the administration of the test.

Positive Prohibited Drug Test Results:

Under the RTA's sole authority, all covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in CFR 49 Part 40.

Under the RTA's sole authority, following a positive drug test result or refusal to test, the following disciplinary action will occur for covered employees:

- Job Applicants (applying for covered positions only): Not Hired
- Employee: Termination

When positive drug results are received from the Medical Review Officer (MRO), the Designated Employer Representative (DER) or Drug and Alcohol Program Manager (DAPM) in his/her absence will immediately notify the Executive Director, Deputy Director, Operations Manager, Maintenance Manager, and Marketing Manager. The employee will not be permitted to return to service or resume their duties and will be referred to the SAP.

Commercial Driver's License Suspension Due To a DUI Conviction:

Under the sole authority of the RTA, if a covered employee's commercial driver's license (CDL) is suspended for more than 30 days due to a DWI/DUI, whether stemming from the operation of an RTA vehicle or a privately owned vehicle the following disciplinary action will occur:

- Employee: Termination

Zero Tolerance

Per the RTA policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) and terminated from employment.

5. Circumstances for Testing

All covered employees under the RTA authority may be subject to testing for reasonable suspicion, post-accident, random, or return to duty/follow-up using non-DOT testing forms.

5.1 Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements. Under the RTA authority, failure of a pre-employment drug and/or alcohol test will disqualify an applicant for employment for a period of at least two years.

5.2 Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when RTA has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive

functions, or just after the employee has ceased performing such functions. Under the RTA's authority, an alcohol or drug test can be performed any time a covered employee is on duty. In addition to the definition of reasonable suspicion described in paragraph one of this section, an alcohol and/or drug test can be administered if the RTA receives a formal report from a reliable source of an employee's drug use or alcohol misuse, or the employee exhibits a pattern of poor judgement indicative of drug use or alcohol misuse. Anonymous reports alone shall not be considered a reliable source for the purposes of tests performed outside the definition of reasonable suspicion in paragraph one of this section. All tests performed outside of the definition of paragraph one of this section will be conducted using non-DOT drug and alcohol testing forms.

The RTA requires that a covered employee who is required to submit to a reasonable suspicion controlled substance and/or alcohol test of this policy not be assigned to operate any RTA vehicle and/or perform safety-sensitive functions pending the outcome of such test. The RTA's policy is that such employee will be placed on paid administrative leave pending the results of the drug and/or alcohol testing.

5.3 Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following a collision involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the collision. In addition, any other covered employee whose performance could have contributed to the collision, as determined by San Luis Obispo Regional Transit Authority using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following a collision not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the collision if at least one of the following conditions is met:

- a. The collision results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the collision.
- b. One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the collision.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by RTA using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following a collision or to prohibit a covered employee from leaving the scene of a collision for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

5.3 Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift: Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or childcare commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or childcare commitment, for the period immediately following an employee's shift, must be provided four hours before the end of the shift.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

6.1 Dilute Urine Specimen

If there is a negative dilute test result, the RTA will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

6.2 Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee, at his or her own expense, can request that the split specimen be tested at a second laboratory. The RTA guarantees that the split specimen test will be conducted in a timely fashion.

7. Test Refusals

As a covered employee, you have refused to test if you:

- a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the RTA.
- b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- c. Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- d. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- e. Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- f. Fail or decline to take a second drug test as directed by the collector or San Luis Obispo Regional Transit Authority.
- g. Fail to undergo a medical evaluation as required by the MRO or San Luis Obispo Regional Transit Authority's Designated Employer Representative (DER).
- h. Fail to cooperate with any part of the testing process.
- i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.

- j. Possess or wear a prosthetic or other device used to tamper with the collection process.
- k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
- l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- m. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs, and terminated. Under the RTA's authority, refusal to submit to a Federal drug or alcohol test or refusal to submit to a non-federal drug or alcohol test shall be considered a positive test result and a direct act of insubordination, and shall result in termination of employment and a referral to a substance abuse counselor.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the DAPM or DER listed in Addendum B, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

- a. Agreement to enter into and successfully complete a drug treatment program prescribed by an Employee Assistance Program (EAP) Counselor or employer approved counseling professional.
- b. Comply with all directions given by the EAP Counselor, or employer approved counseling professional, including, but not limited to, attendance at all required meetings.
- c. Sign a limited authorization for release of information that enables the EAP Counselor, or employer approved counseling professional, to report the employee's progress and any violations of this agreement to a designated RTA representative.
- d. Successfully pass a non-DOT drug and alcohol screen prior to returning to work.

- e. Comply with follow-up testing requirements including unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing must be done for one to five years including a minimum of six test the first year.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties. All covered employees are required to inform their physician or medical professional that their job includes the operation and/or supervision of commercial vehicles and that they are subject to random drug testing under the FTA Drug and Alcohol Program. Using expired medications or Illegal use of prescription medication will result in termination.

10. Contact Person

For questions about RTA's anti-drug and alcohol misuse program, see Addendum B.

ADDENDUM A

Safety-Sensitive Covered Positions

The job descriptions of all RTA employees have been reviewed to identify those who perform safety-sensitive functions as a requirement of their positions. The job titles of each RTA position meeting the FTA criteria of a covered employee, and a numeric code identifying the primary type of safety-sensitive function required to be performed by the employee, are listed below:

- Operates a revenue service vehicle whether in or out of service: 001
- Maintains a revenue service vehicle or maintains equipment used in revenue service: 002
- Controls dispatch or movement of a revenue service vehicle: 003

Title	SS Code
Bus Operator	001
Bus Operator Trainee	001
Maintenance Supervisors	002
Mechanic	001
Safety and Training Manager	001
Transit Training Instructor	001
Mobility Specialist/Transit Training instructor	001
Utility Worker	001
Operations Supervisor	003
Lead Operations Supervisor	003

ADDENDUM B

Program Contacts

Drug and Alcohol Program Manager (DAPM):

Omar McPherson, Operations Manager

omcpherson@slorta.org

805-781-2228 ext. 1171

Designated Employer Representatives (DER):

Marisela Martinez, Operations Supervisor

mmartinez@slorta.org

805-781-2228 ext. 276

Brian Crist, Operations Supervisor

bcrist@slorta.org

805-781-2228

Shelby Walker, Human Resources Officer

swalker@slorta.org

805-781-2228 ext. 1292

ADDENDUM C
Drug Free Workplace Policy

The RTA complies with the Drug Free Workplace Act of 1988 that requires recipients of Federal funds to certify that they provide drug-free workplaces for their employees **and it is a condition of employment with the RTA.**

- Each employee is required to notify the RTA management **in writing** of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.
- The RTA must notify the federal government of each violation within 10 days of notification of a conviction.
- The RTA must impose sanctions on the employee within 30 days following notification of a conviction.

The RTA intends to have a workplace that is 100% free from drug or alcohol abuse. Employees are prohibited from engaging in unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace. Employees are subject to termination of employment for any of the acts described in this section.

The passage of Proposition 64 legalized the recreational use of marijuana in the state of California. Proposition 64 also expressly recognizes the right of employers to maintain drug-free workplaces and to prohibit the use of illegal drugs by their employees. Under Federal law, marijuana remains classified as a Schedule I drug, a controlled substance with the high potential for abuse, and is therefore illegal to possess or use. The RTA is a recipient of funding from the FTA, an agency of the U.S. Department of Transportation, and as such the RTA is required to follow rule 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and rule 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs). The RTA complies with the Federal Drug Free Workplace Act of 1988 and Omnibus Transportation Employees Testing Act of 1991. The RTA will continue to enforce this Drug and Alcohol Policy and will remain a Drug Free Workplace. All policies concerning marijuana remain in force, and any employee who has a positive drug test for marijuana, regardless of proposition 64, will constitute violation of the RTA policies and will be subject to termination of employment.

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Addendum D

Employee Acknowledgement

By signing this acknowledgement, you accept the receipt of the RTA Drug and Alcohol Policy for safety-sensitive positions, which also includes the Drug Free Workplace Policy. Further, you agree to read and follow the policy as a condition of employment. Any questions that you have about this policy can be answered by persons on the contact list in Addendum B.

Print Name

Signature

Date

*** RTA Supervisor, detach signed Addendum E and place in employees' p**

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 7, 2025

STAFF REPORT

AGENDA ITEM: A-14

TOPIC: Procure Phase 2 EVSE

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize the Executive Director to Issue a Purchase Order for Phase 2 Electric Vehicle Servicing Equipment & Related Professional Services to GILLIG Corporation for an Amount Not to Exceed \$715,100.

BACKGROUND/DISCUSSION:

The Bus Maintenance Facility was completed in January 2022, and was designed to include three phases of Electric Vehicle Servicing Equipment (EVSE) to facilitate the transition to zero-emission vehicles. The first phase included:

1. Installation of a PG&E transformer large enough to handle all “campus” related electrical needs, and current Phase 1 and future Phase 2 EVSE needs;
2. Installation of all electrical switchgear for Phase 1 and Phase 2, and all underground conduits for Phases 1, 2 and 3;
3. Construction of a canopy under which all Phase 1 charging dispensers were installed, as well as future Phase 2 EVSE and photovoltaic panels;
4. Installation of all Phase 1 charging equipment, including construction of two ChargePoint PowerBlocks feeding four direct-current/fast-charger dispensers.

Phase 2 will include the build-out of nine additional DC fast-chargers mounted under the canopy, the related PowerBlocks in the EVSE utility yard, and Level 2 chargers in the parking yard adjacent to the utility yard.

Staff has structured the Phase 2 EVSE design-build procurement to include two options: 1) the RTA purchases all direct-current fast-charging Phase 2 equipment through government/consortium procurement, which will be provided to the successful design-build team for installation, or 2) the successful design-build team directly purchases and installs the DC fast-charging Phase 2 equipment. The benefit of the former is that the consortium contract through the State of Washington includes higher-priority guaranteed delivery schedules and related on-site commissioning services in

comparison to a private design-build team's purchase, since RTA's Phase 2 EVSE project is relatively small.

The Phase 2 EVSE design-build Request for Qualifications procurement that was authorized by the RTA Board at its November 2024 meeting is currently in the pricing phase, after having established that the sole submitter is qualified. The design-build team subsequently submitted its technical and price proposal. Staff is seeking the Board's authority to issue a purchase order to GILLIG Corporation, which is the vendor that has supplied heavy-duty battery-electric buses (and previously diesel-powered buses to the RTA for at least two decades). The benefit of GILLIG's purchasing the equipment on behalf of the RTA through the State of Washington consortium is that the final design, ordering, programming and commissioning is coordinated with GILLIG engineers, which ensures the EVSE is fully compatible with our current fleet of two model year 2023 BEBs and the five model year 2025 BEBs that will be delivered later this calendar year.

As shown in the first of the two attached proposals from GILLIG, the price for the equipment is \$664,400, which includes all extended warranty costs, software fees and commissioning fees. The price for all site design and engineering review services is shown in the second proposal for another \$50,700. The combined price for both proposals is \$715,100. If authorized by the RTA Board, the RTA Executive Director would only issue a purchase order to GILLIG Corporation if the potential design-build contractor agrees to separate the equipment from its price proposal and staff deems the purchasing arrangement to be most beneficial to our agency. The overall budget for the Phase 2 EVSE is \$959,320, including \$500,000 in SLOCOG-administered SB125 funds.

Staff Recommendation

Authorize the Executive Director to issue a Purchase Order for Phase 2 Electric Vehicle Servicing Equipment & Related Professional Services to GILLIG Corporation for an amount not to exceed \$715,100.



CHARGER EQUIPMENT

August 22, 2024

Andy Wylly
 Maintenance and Facilities Manager
 SLORTA – San Luis Obispo RTA
 253 Elks Lane
 San Luis Obispo, CA 93401

Dear Andy,

GILLIG is pleased to submit the following pricing for charging equipment and associated services for use with your GILLIG Battery Electric buses. This pricing has been assembled in coordination with the charging equipment provider and represents our proposed equipment options based on the scoping information you have provided to date.

Charging Equipment	Quantity	Unit Price	Total
<i>Hardware</i>			
ChargePoint CPE 250 - 62.5kW Plug-In Charger • CCS-1 Connector • FTA Buy-America Compliant	2	50,200	100,400
ChargePoint Express Plus 200kW Charger • 250 Amp • FTA Buy-America Compliant	2	45,500	91,000
ChargePoint Express Plus 40 kW Power Module for use in Power Block • FTA Buy-America Compliant	10	12,300	123,000
ChargePoint Overhead Cable Management Kit (per Cable) for EXPP Power Link	9	1,400	12,600
Optional Dual Input Kit for Express Plus Power Link • CCS-1 Connector	5	1,900	9,500
ChargePoint Express Plus Gantry-Mount PL1000 Dispenser (350 Amp) • 7.6M cable Gantry mount • 1xCCS-1 Connector	5	25,600	128,000
ChargePoint Express Plus Gantry-Mount Hardware Kit	5	400	2,000
ChargePoint Express Plus Junction Hub • Required for [2] or more dispensers per Express Plus	1	21,200	21,200
<i>Warranty</i>			
ChargePoint CPE 250 Assure Extended Warranty 5 -Year	2	14,600	29,200
ChargePoint Express Plus Power Block Assure Extended Warranty 5-Year	2	30,900	61,800
ChargePoint PL1000 Dispenser Assure Extended Warranty 5-Year	5	5,200	26,000
<i>Software</i>			
ChargePoint Network Service Plan 5-Year	7	5,000	35,000
<i>Services & Other</i>			
ChargePoint CPE250 Commissioning Service	2	1,100	2,200
ChargePoint Express Plus Commissioning Service	2	1,600	3,200
ChargePoint Express Plus Dispenser Commissioning Service	5	900	4,500
ChargePoint HUB Commissioning	1	400	400

Prepared By: Puneet Sehgal

<i>Estimated Freight</i>		14,400	14,400
		Hardware	\$487,700
		Warranty	\$117,000
		Software	\$35,000
		Services & Other	\$10,300
		Freight	\$14,400
		GRAND TOTAL	\$664,400

The availability of charging equipment may be affected by production lead times, completion of independent safety certifications, and design development. GILLIG does not guarantee the availability of charging equipment.

GILLIG makes no warranty of any kind whatsoever, expressed, or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforesaid obligation are hereby disclaimed by GILLIG and excluded from any agreement.

Payment to GILLIG is due upon shipment of the equipment described herein.

Quote is valid for 30 days unless extended by an authorized GILLIG representative.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 7, 2025

STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Executive Director's Report

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Receive and File

BACKGROUND/DISCUSSION:

Morro Bay Transit & Atascadero DAR Consolidations into the RTA:

Both Agreements to consolidate Morro Bay Transit and Atascadero Dial-A-Ride into the RTA have been fully executed by all three parties. Staff from the cities and the RTA meet regularly to ensure the transition is fully implemented by the June 1st and June 22nd deadlines, respectively. Operations Manager Omar McPherson and HR Officer Shelby Walker have met with a few of the contractor's Bus Operators. As of now, only one Bus Operator is joining the RTA.

Operations:

Since the previous Board meeting in March, five Bus Operators (Eli, Patrick, Victor, Abdi, Jordan) have begun training and should begin operating in revenue service by mid-May. Four candidates are in the permitting / background check phase, and they should begin training before the end of May. In total, we have five open Bus Operator bids – four full-time, and one part-time, but this will likely change with the new bids starting in the beginning of June. The runs in those open shifts continue to be covered by Bus Operators who chose Extra-Board shifts, as well as by Casual employees and other employees who choose to work overtime.

I am happy to announce that Bus Operator Tony B. was chosen by his peers as the Employee of the Quarter. Tony currently operates fixed-routes in South County, and his picture is shown at the right. He is scheduled to join us at the May 7th RTA Board meeting. In addition, Bus Operators Charley C. and Ed M. were recognized for Outstanding Achievement Awards.



Maintenance & Facilities:

Maintenance Manager Andy Wyly is leading the procurement of design/build services for two Bus Maintenance Facility improvement projects recently authorized by the Board: Phase 2 Electric Vehicle Servicing Equipment (budget \$960k) and Photovoltaic & Energy Storage System (budget \$1.36M). Both procurements are two-stage, which include a pre-qualification phase, followed by interviews that outline the design/build team's proposed approach, and then a request for pricing. At the February 21st deadline, we received one statement of qualifications for the EVSE project, and three for the PV/ESS project. We received a technical/price proposal from Electricraft for both projects, and one from Holt Technologies for the PV project (the third firm that we interviewed for the PV project elected to not provide a technical/price proposal due to time/resource constraints).

We were notified of a NHTSA recall on one of our two battery-electric buses due to potentially failing connection in one of the seven Borg-Warner supplied battery packs. In total, fifteen GILLIG BEBs and four Novabus were affected nationwide. The bus has been red-tagged since we were notified on April 16th, but we expect the vendor to make the repairs by the second week of May.

Marketing & Communications:

Since we last reported at the March RTA Board meeting, our recent marketing initiatives include:

- Building all new marketing materials for Morro Bay Transit for the local fixed-route/Call-A-Ride service and for the seasonal Trolley service. Efforts include new pages on the RTA website, a new printed information schedule/brochure, installation of new Transit Tracker and schedule kiosk signs at each bus stops, vehicle graphics, etc.
- Public Outreach for the SRTP recommendations: have 150+ responses to the surveys. In person surveys, pop-up meetings at passenger facilities, social media promotion, public meetings and more
- The Avila Trolley starts Friday May 2 with its updated info and flags. It's a great way to go to the Friday Farmers Market.
- Continue to run Bus Operator recruitment campaigns. Giving online ads a rest but will restart again soon.
- Updated exterior graphics for four GILLIG battery-electric buses due for delivery in fall 2025.

In 2024, the RTA partnered with Monterey-Salinas Transit to reimburse for SLO County riders using MST Line 84 between Paso Robles and San Miguel. As our RTA Route 9 schedule now shows, MST Line 84 provides two additional weekday roundtrips to/from

San Miguel, which is provided at very low cost the RTA. MST has reported to us that the overall Line 84 ridership is down from the previous year, but over the last three months an average of 3.7% of Line 84 ridership was from SLO transfers, as follows:

Month	SLO Transfers	Total 84 Ridership	% SLO Transfers on Line 84
Dec-24	8	621	1.3%
Jan-25	19	444	4.3%
Feb-25	17	554	3.1%
Mar-25	21	569	3.7%

Finance and Administration:

As noted during the March meeting, staff has submitted grant applications for the four BEBs authorized at the January 2025 Board meeting, including almost \$2.6 million in discretionary FTA 5339(b) Bus and Bus Facilities funds. Unfortunately, we are still awaiting approval from the FTA for this grant, which has been abnormally delayed in comparison to past FTA grant approval actions. To ensure we can use GILLIG Corporation’s May 1st price guarantee, we have provided a Notice to Proceed to lock down the pricing with the caveat that we must issue a Purchase Order prior to the build teleconference; otherwise, we lose our place in the manufacturing queue and would also need to negotiate a new and likely higher price.

On another FTA related note, please find a copy at the end of this report of the April 24, 2025 letter sent by US DOT Secretary Sean Duffy to all FTA recipients. Pay particular attention to non-discrimination language as it relates to diversity, equity and inclusion (DEI) goals, and to language on cooperating with ICE and other Federal agencies in the enforcement of immigration law. Regarding the former, a review of RTA’s HR efforts by CPS Consulting in early 2021 was accepted as an information item at the May 5, 2021 Board meeting, but no DEI initiatives or goals have been pursued as a formal policy or procedure. Regarding the latter, the RTA employs no sworn officers, and I am not aware of a single instance in the past where the RTA was asked to participate in locating (much less detaining) someone accused of illegally immigrating into our country. If we were ever asked to assist, we would defer to the local jurisdiction’s law enforcement agency for assistance in carrying out any action. In short, I do not believe the RTA needs to take specific action to rescind, modify or remove language from any policies or plans that guide our operating procedures.

A summary of our unaudited operating results for the first eight months of FY24-25 is provided below. Graphs showing ridership trends are provided at the end of this report.

- RTA core fixed-route annual ridership totaled 308,324 year-to-date in FY24-25, which is an increase of 6.7% over last year (292,147) but still 34% lower than the pre-pandemic total of 467,513. These results are in line with the experience of many intercity fixed-route operators across the globe, where the ridership of local fixed-route operators has essentially recovered while longer/regional routes continue to lag behind.

- When looking at non-core local fixed-route services operated by the RTA, the Paso Express ridership is actually up 24.8% in comparison to pre-pandemic levels (88,644 vs. 71,000). Ridership is also up 11.6% the first eight months of FY24-25 in comparison to FY23-24 (79,401). A large part of the increase is due to boardings by K-12 students, whose yellow school bus travel options have dwindled in recent years.
- South County ridership is still 25.9% below pre-pandemic levels (115,200 vs. 144,982), and is down 6.0% compared to FY23-24 ridership (122,167). Some of this decline in ridership can be attributed to a high degree of roadway construction in the Five Cities Area, which required bus route detours and likely made some riders avoid using transit.
- Runabout ridership totaled 18,848 through the first eight months in FY24-25, which is an 6.0% increase compared to FY23-24 (17,770). The pre-pandemic total was 26,672, which is 41.5% higher than in FY24-25.
- Trends over the past five years for ridership and productivity, which is defined as the average number of passenger-boardings per service hour, are shown in graphs at the end of this report. The graphs illustrate growing ridership year over year for all RTA core fixed-route and Runabout services. We will keep a close eye on Runabout ridership, which does not follow the same relatively predictive seasonal patterns experienced on the fixed-routes.

In terms of year-to-date FY24-25 financial results, staff works hard to ensure operating and capital costs are within budget in light of the recovering ridership and other financial challenges. The tables at the end of this report depict results for the first eight months of the fiscal year. Some important takeaways include:

- In terms of overall non-capital expenses, we expended 59.5% of the annual Administration budget and 58.0% of the annual Operations budget through 67.7% of the fiscal year. Overall, non-capital expenses are at 58.0%.
- Not surprisingly, the farebox recovery ratio (FRR) for core RTA fixed-route services continues to suffer due to lower ridership compared to pre-pandemic periods at only 9.2%. The FRR was 17.1% for Paso Robles local fixed-route services, and 5.3% for South County fixed-route services. Runabout's FRR remains low at 3.1%. The results will remain below our standards until such time that recent high inflation abates and/or ridership fully recovers.
- The YTD subsidy per passenger-trip on RTA core fixed-route services is \$14.53, while the Runabout result so far is \$134.74. The subsidy per passenger-trip is \$5.83 for Paso Robles services and \$11.73 for South County services.

STAFF RECOMMENDATION

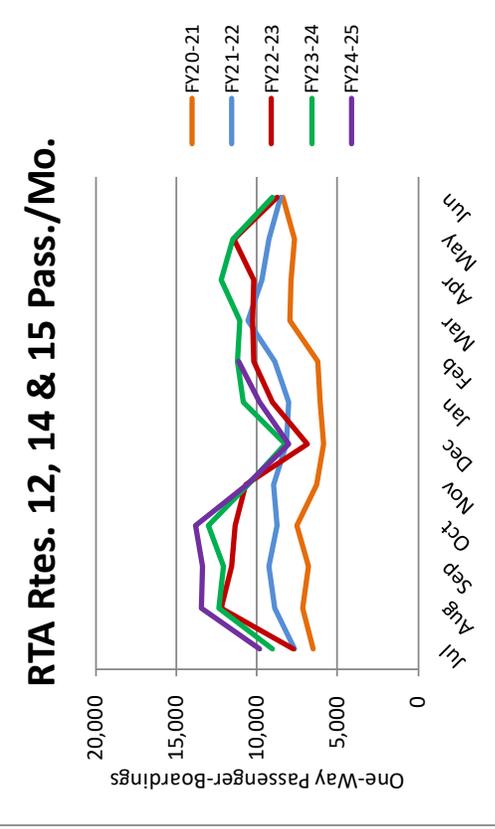
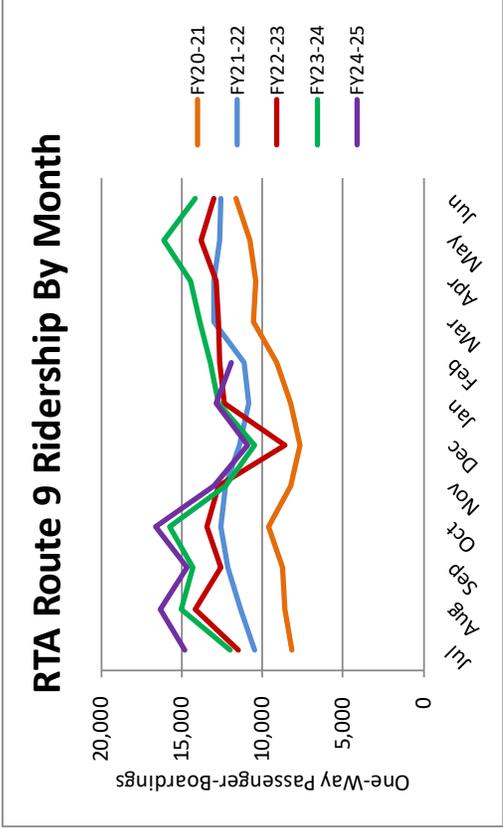
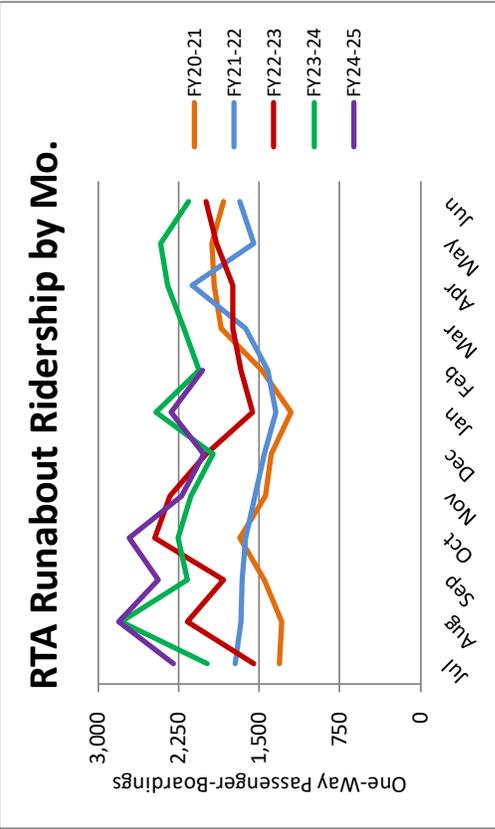
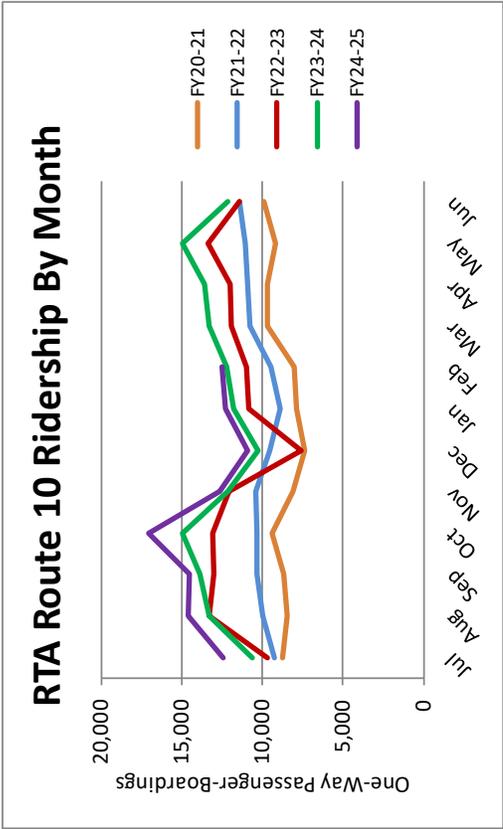
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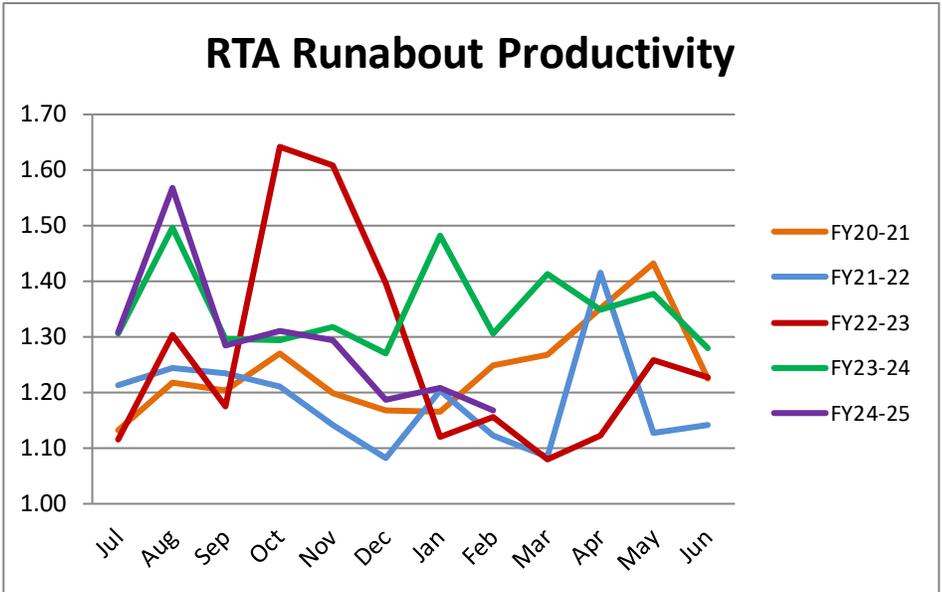
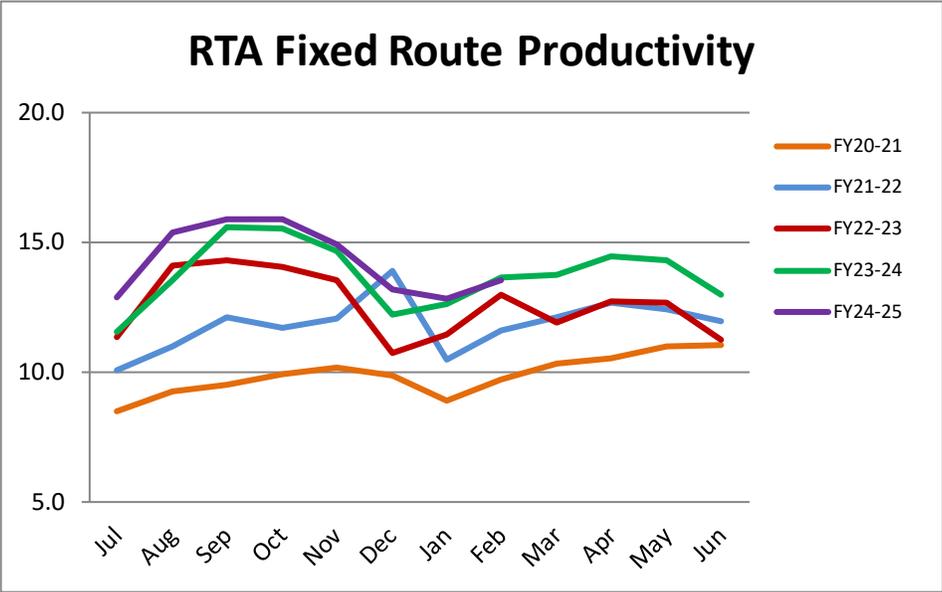
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU FEBRUARY 28, 2025
CURRENT FISCAL YEAR - 2024/2025**

	RT 9	RT 10	RT 12	RT 14	RT 15	TOTAL	RUN/ABOUT	SERVICES PROVIDED FOR THE CITY OF PASEO ROBLES	SERVICES PROVIDED FOR SOUTH COUNTY TRANSIT	SERVICES PROVIDED FOR THE COUNTY OF SLO	SYSTEM TOTAL
	P.R., TEMP., ATAS, S.M., CAL POLY, S.I.O.	S.M., NIPOMO, AG., S.I.O.	MORRO BAY, CUESTA, SAN LUIS	CUESTA, SAN LUIS, TRIPPER	SAN SIM, CAMBRIA, CAYUCOS, M.B.	RTA CORE SERVICES					
REVENUES:											
FARES	\$ 177,676	\$ 176,219	\$ 90,630	\$ 0	\$ 10,656	\$ 455,181	\$ 82,505	\$ 108,509	\$ 75,595	\$ 14,713	\$ 736,502
TOTAL ROUTE REVENUES	\$ 177,676	\$ 176,219	\$ 90,630	\$ 0	\$ 10,656	\$ 455,181	\$ 82,505	\$ 108,509	\$ 75,595	\$ 14,713	\$ 736,502
EXPENDITURES:											
ADMINISTRATION	\$ 301,994	\$ 251,027	\$ 177,377	\$ 1,310	\$ 89,979	\$ 821,687	\$ 554,859	\$ 39,354	\$ 94,107	\$ 77,442	\$ 1,587,449
MARKETING	18,641	15,669	11,116	79	5,507	51,013	-	-	-	-	51,013
OPERATIONS/CONTINGENCY	1,123,917	1,002,888	673,341	5,318	356,179	3,161,643	1,809,479	519,946	1,116,282	293,159	6,900,509
FUEL	173,588	176,675	106,218	984	61,598	519,063	113,838	37,523	131,954	21,799	824,177
INSURANCE	127,421	129,756	78,032	720	45,503	381,432	143,847	36,472	84,752	13,924	660,427
TOTAL EXPENDITURES	\$ 1,745,561	\$ 1,576,016	\$ 1,046,085	\$ 8,411	\$ 558,766	\$ 4,934,839	\$ 2,622,023	\$ 633,295	\$ 1,427,095	\$ 406,324	\$ 10,023,575
FAREBOX RATIO	10.2%	11.2%	8.7%	0.0%	1.9%	9.2%	3.1%	17.1%	5.3%	3.6%	7.3%
SERVICE MILES	196,883.8	200,519.1	120,550.7	1,116.8	69,786.5	588,856.8	222,230.0	56,400.8	130,814.5	21,808.0	1,020,110.1
SERVICE HOURS	7,884.9	6,570.3	4,670.0	34.2	2,335.8	21,495.2	14,596.5	4,451.3	9,241.4	2,700.4	52,484.8
RIDERSHIP (Automatic Counters)	111,244	106,970	81,397	559	8,154	308,324	18,848	90,089	115,200	9,643	542,104
RIDERS PER MILE	0.57	0.53	0.68	0.50	0.12	0.52	0.08	1.60	0.88	0.44	0.53
RIDERS PER HOUR	14.1	16.3	17.4	16.3	3.5	14.3	1.3	20.2	12.5	3.6	10.3
COST PER PASSENGER	\$ 15.69	\$ 14.73	\$ 12.85	\$ 15.05	\$ 68.53	\$ 16.01	\$ 139.11	\$ 7.03	\$ 12.39	\$ 42.14	\$ 18.49
SUBSIDY PER PASSENGER	\$ 14.09	\$ 13.09	\$ 11.74	\$ 15.05	\$ 67.22	\$ 14.53	\$ 134.74	\$ 5.83	\$ 11.73	\$ 40.61	\$ 17.13

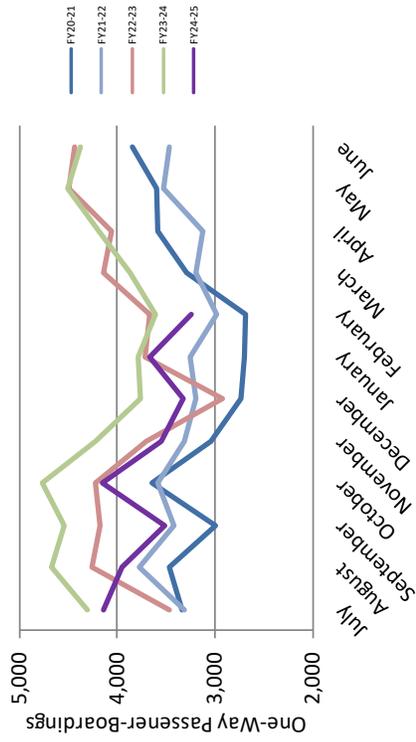
RTA Budget vs. Actual Expenses (through February 2025)

		Adopted Budget	Year to Date	Percent of Total Budget
		FY 2024-25	FY 2024-25	FY 2024-25
	Hours	79,390	49,784	62.7%
	Miles	1,851,210	998,302	53.9%
Administration:				
Labor	operations cost	1,334,260	889,964	66.7%
Labor - Administration Workers Comp	operations cost	47,560	29,519	62.1%
Office Space Rental	operations cost	59,770	37,872	63.4%
Property Insurance	operations cost	283,570	208,045	73.4%
Professional Technical Services	operations cost	320,550	123,873	38.6%
Professional Development	operations cost	97,340	30,402	31.2%
Operating Expense	operations cost	419,320	261,142	62.3%
Marketing and Reproduction	hourly	141,300	51,013	36.1%
North County Management Contract	operations cost	(59,030)	(39,353)	66.7%
County Management Contract	operations cost	(121,670)	(81,113)	66.7%
SCT Management Contract	operations cost	(141,160)	(94,107)	66.7%
Total Administration		2,381,810	1,417,256	59.5%
Service Delivery:				
Labor - Operations - Bus Operators	hourly	5,581,200	3,224,777	57.8%
Labor - Operations - Training Staff	hourly	422,910	266,466	63.0%
Labor - Operations - Operations Supervisors/Schedulers	hourly	1,551,600	957,557	61.7%
Labor - Operations - Ops Mgt./Oversight	hourly	448,750	307,902	68.6%
Labor - Operations Workers Comp	hourly	360,680	223,861	62.1%
Labor - Maintenance	miles	1,998,840	1,131,482	56.6%
Labor - Maintenance Workers Comp	miles	98,760	61,297	62.1%
Fuel	miles	1,565,280	824,175	52.7%
Insurance	miles	1,010,430	660,429	65.4%
Special Transportation (for SLOCAT)	n/a	33,500	15,343	45.8%
Maintenance (parts, supplies, materials)	miles	1,059,720	488,587	46.1%
Maintenance Contract Costs	miles	156,120	119,719	76.7%
Total Operations		14,287,790	8,281,595	58.0%
Capital/Studies:				
Computer System Maintenance/Upgrades		393,260	8,674	2.2%
Miscellaneous Capital				
Maintenance Equipment		218,760	2,233	1.0%
Vehicle ITS/Camera System		18,030	16,694	92.6%
Bus Stop Improvements		324,930	95,219	29.3%
Large Capital Repairs		402,760	76	0.0%
Vehicles				
Support Vehicles		45,600	-	0.0%
Fixed Route Vehicles		320,650	103,301	32.2%
Trolley Vehicles		293,200	-	0.0%
Cutaway and Dial A Ride Vehicles		154,810	155,196	100.2%
Runabout Vehicles		1,125,260	277,382	0.0%
Total Capital Outlay		3,297,260	658,776	20.0%
Contingency	hourly	200,040	-	0.0%
PERS Buyout		178,310	118,872	66.7%
Loan Repayments		472,140	47,578	10.1%
Short Range Transit Plan		92,030	84,718	92.1%
Elks Lane Projects		2,379,560	48,354	2.0%
Management Contracts		321,860	214,573	66.7%
TOTAL FUNDING USES		23,610,800	10,871,722	46.0%
TOTAL NON-CAPITAL EXPENDITURES		17,369,810	10,079,874	58.0%

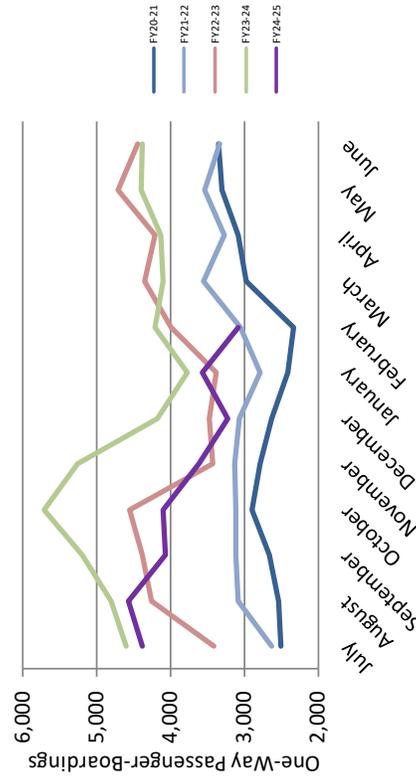




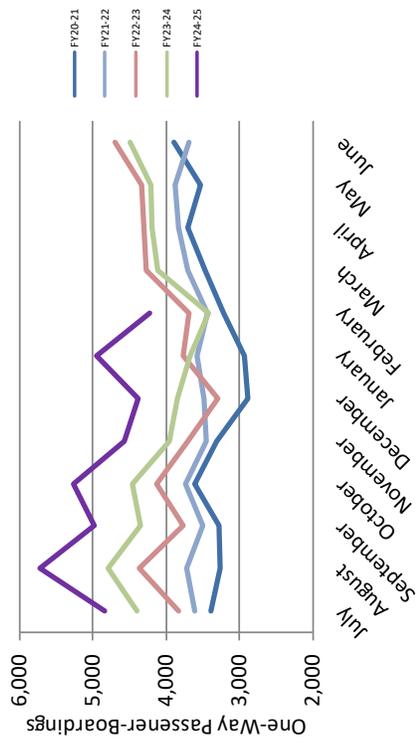
Route 24 Ridership By Month



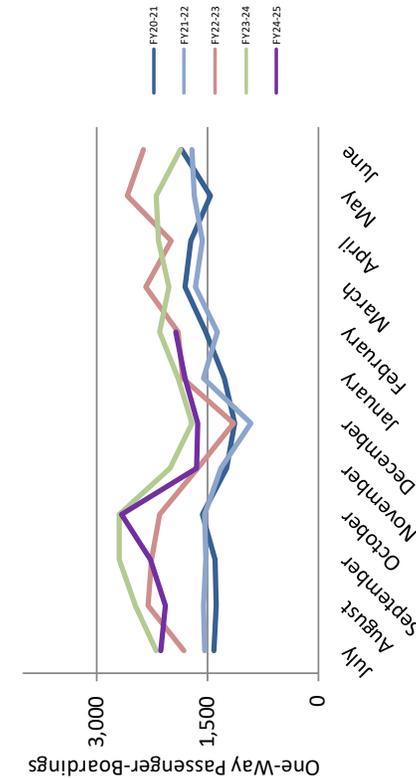
Route 28 Ridership By Month

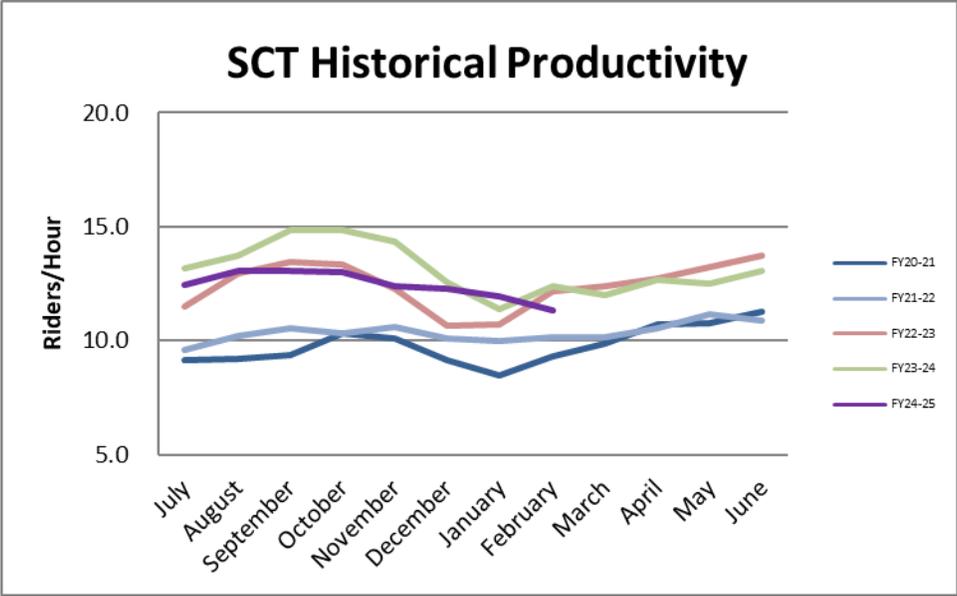


Route 21 Ridership By Month



Route 27 Ridership By Month







THE SECRETARY OF TRANSPORTATION
WASHINGTON, DC 20590

April 24, 2025

To All Recipients of U.S. Department of Transportation Funding:

The U.S. Department of Transportation (Department or DOT) distributes substantial Federal financial assistance for thousands of projects, programs, and activities operated or initiated by diverse entities, including but not limited to State and local governments. The Department administers this Federal financial assistance to support the development and maintenance of the Nation's transportation infrastructure, pursuant to statutory authority and in accordance with binding contractual agreements in the form of Federal financial assistance agreements, usually grants, cooperative agreements, and loans. Accordingly, I write to clarify and reaffirm pertinent legal requirements, to outline the Department's expectations, and to provide a reminder of your responsibilities and the consequences of noncompliance with Federal law and the terms of your financial assistance agreements. It is the policy of the Department to award and to continue to provide Federal financial assistance only to those recipients who comply with their legal obligations.

As recipients of such DOT funds, you have entered into legally enforceable agreements with the United States Government and are obligated to comply fully with all applicable Federal laws and regulations. These laws and regulations include the United States Constitution, Federal statutes, applicable rules, and public policy requirements, including, among others, those protecting free speech and religious liberty and those prohibiting discrimination and enforcing controls on illegal immigration. As Secretary of Transportation, I am responsible for ensuring recipients of DOT financial assistance are aware of and comply with all applicable legal obligations.

The Equal Protection principles of the Constitution prohibit State and Federal governmental entities from discriminating on the basis of protected characteristics, including race. Indeed, as the Supreme Court declared in *Students for Fair Admission, Inc. v. Harvard (SFFA)*, 600 U.S. 181, 206 (2023), "[t]he clear and central purpose of the Fourteenth Amendment was to eliminate all official state sources of invidious racial discrimination in the States." The Court further noted that "[o]ne of the principal reasons race is treated as a forbidden classification is that it demeans the dignity and worth of a person to be judged by ancestry instead of by his or her own merit and essential qualities." *Id.* at 220. In ruling that race-based admissions programs at universities violated the Equal Protection Clause, the Court made clear that discrimination based on race is, has been, and will continue to be unlawful, except in rare circumstances. *Id.* at 220-21. Similarly, sex-based classifications violate the Equal Protection Clause absent "exceedingly persuasive" justification. *See United States v. Virginia*, 518 U.S. 515, 533 (1996).

These constitutional principles are reinforced by the Civil Rights Act of 1964, which prohibits discrimination based on protected characteristics in the Federal funding and employment contexts in Title VI (42 U.S.C. § 2000d *et seq.*) and Title VII (42 U.S.C. § 2000e-2), as well as the applicable non-discrimination clauses in the Federal Aid Highway Act of 1973 (23 U.S.C. §§ 140 and 324 *et seq.*), the Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*).

Based on binding Supreme Court precedent and these Federal laws, DOT is prohibited from discriminating based on race, color, national origin, sex, or religion in any of its programs or activities. Moreover, because DOT may not establish, induce, or endorse prohibited discrimination indirectly,¹ it must ensure that discrimination based on race, color, national origin, sex, or religion does not exist in the programs or activities it funds or financially assists.

These same principles apply to recipients of Federal financial assistance from DOT, as both a matter of Federal law and by virtue of contractual provisions governing receipt of DOT funding. Accordingly, DOT recipients are prohibited from engaging in discriminatory actions in their own policies, programs, and activities, including in administering contracts, and their employment practices.

Whether or not described in neutral terms, any policy, program, or activity that is premised on a prohibited classification, including discriminatory policies or practices designed to achieve so-called “diversity, equity, and inclusion,” or “DEI,” goals, presumptively violates Federal law. Recipients of DOT financial assistance must ensure that the personnel practices (including hiring, promotions, and terminations) within their organizations are merit-based and do not discriminate based on prohibited categories. Recipients are also precluded from allocating money received under DOT awards—such as through contracts or the provision of other benefits—based on suspect classifications. Any discriminatory actions in your policies, programs, and activities based on prohibited categories constitute a clear violation of Federal law and the terms of your grant agreements.

In addition, your legal obligations require cooperation generally with Federal authorities in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law. DOT has noted reported instances where some recipients of Federal financial assistance have declined to cooperate with ICE investigations, have issued driver’s licenses to individuals present in the United States in violation of Federal immigration law, or have otherwise acted in a manner that impedes Federal law enforcement. Such actions undermine Federal sovereignty in the enforcement of immigration law, compromise the safety and security of the transportation systems supported by DOT

¹ See *SFFA*, 600 U.S. at 230; *Norwood v. Harrison*, 413 U.S. 455, 465 (1973).

financial assistance, and prioritize illegal aliens over the safety and welfare of the American people whose Federal taxes fund DOT's financial assistance programs.

Under the Constitution, Federal law is "the supreme Law of the Land." U.S. Const. Art. VI. That means that where Federal and State legal requirements conflict, States and State entities must follow Federal law. Declining to cooperate with the enforcement of Federal immigration law or otherwise taking action intended to shield illegal aliens from ICE detection contravenes Federal law and may give rise to civil and criminal liability. *See* 8 U.S.C. § 1324 and 8 U.S.C. § 1373. Accordingly, DOT expects its recipients to comply with Federal law enforcement directives and to cooperate with Federal officials in the enforcement of Federal immigration law. The Department also expects its recipients to ensure that the Federal financial assistance they receive from DOT is provided only to subrecipients, businesses, or service providers that are U.S. Citizens or U.S. Nationals and Lawful Permanent Residents (LPRs) or legal entities allowed to do business in the U.S. and which do not employ illegal aliens.

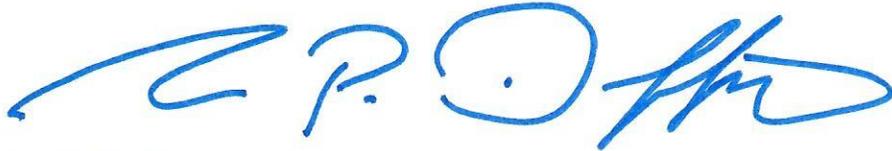
This letter provides notice of the Department's existing interpretation of Federal law. The Department will vigorously enforce the law on equal terms as to all its recipients and intends to take appropriate measures to assess their compliance based on the interpretation of Federal law set forth in this letter. Adherence to your legal obligations is a prerequisite for receipt of DOT financial assistance. Noncompliance with applicable Federal laws, or failure to cooperate generally with Federal authorities in the enforcement of Federal law, will jeopardize your continued receipt of Federal financial assistance from DOT and could lead to a loss of Federal funding from DOT.

The Department retains authority, pursuant to its oversight responsibilities and the terms of your agreements, to initiate enforcement actions, such as comprehensive audits and possible recovery of funds expended in a manner contrary to the terms of the funding agreement. DOT may also terminate funding in response to substantiated breaches of the terms of the agreement, or if DOT determines that continued funding is no longer in the public interest. These steps, within DOT's discretion, are intended to ensure accountability and protect the integrity of Federal programs.

To assist grant recipients in meeting their legal obligations, DOT offers technical guidance and support through its program offices. Should you require clarification regarding your obligations, you are encouraged to contact your designated DOT representative promptly. Proactive engagement is strongly advised to prevent inadvertent noncompliance.

DOT remains committed to advancing a transportation system that serves the public interest efficiently and unleashes economic prosperity and a superior quality of life for American families. This mission depends upon your strict adherence to the legal framework governing our partnership, and I trust you will take all necessary steps to comply with Federal law and satisfy your legal obligations.

Sincerely,

A handwritten signature in blue ink, appearing to read "S.P. Duffy". The signature is stylized and fluid.

Sean P. Duffy

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

**MAY 7, 2025
STAFF REPORT**

AGENDA ITEM: C-1

TOPIC: PUBLIC HEARING: SRTP, and Fare & Service Changes

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt Short-Range Transit Plan, and Implement SRTP-Recommended Fare Changes & Service Changes (as Modified)

SUMMARY:

As a reminder, the RTA jointly commissioned a Short-Range Transit Plan (SRTP) study with the City of San Luis Obispo's transit program in late 2023. In the intervening months, LSC Transportation Consultants conducted public outreach and involved the agencies' advisory groups (Regional Transit Advisory Committee and Mass Transportation Committee, respectively) in examining past operating results, developing service and financial alternatives, and in recommending a financially constrained SRTP for both agencies. The SRTP is intended to provide a roadmap of services over the next five to seven years. The draft SRTP was presented at the March 2025 RTA Board meeting, during which staff presented a recommended public outreach effort to solicit input on the service and fare change recommendations that could be implemented in fiscal year 2025-26.

Following the Board's consideration of the input discussed during the Public Hearing, staff will be seeking the Board's adoption of the SRTP. We are also seeking the Board's approval of and direction to implement the FY25-26 recommendations as slightly modified, based on feedback from the community and LCTOP funding recently awarded by SLOCOG to reduce the impacts of proposed Route 10 service cuts. We have discussed the modified service changes with the SRTP consultant, who agrees the modifications are suitable.

Recap of Draft SRTP Recommended Service and Fare Changes

As a recap, the following service and fare changes that were presented at the March 2025 are briefly summarized below:

1. **Route 10 Service Changes Due to Cessation of Santa Maria Funding:**
 - a. **Streamline Route 10 in Santa Maria – All But 2 Weekday Runs** (\$24k/yr savings) – essentially skipping the loop near Marian Medical Center.

- b. **Reduce Evening Service into Santa Maria** (\$84k/yr savings) – the 7:33 PM southbound departure from the SLO Government Center would end service in Nipomo, and the 8:33 PM departure would be eliminated.
 - c. **Provide Route 10 Southbound 6:03 AM Run** (\$20k/yr cost increase) – the “deadhead” bus that currently departs the SMTC at 7:14 AM would instead provide “open door” service, arriving at the SMTC at approximately 7:13 AM.
2. **Route 9 Mid-Day Service to the Cal Poly at 12:17PM** (\$2k/yr cost increase).
 3. **Add School Tripper Services in Paso Robles and Arroyo Grande** (\$46k/yr cost increase) – these would be funded separately by the City of Paso Robles and the South County Transit Committee.
 4. **Add Saturday Paso Robles Route A Service** (\$50k/yr cost increase) – this would be funded separately by the City of Paso Robles.
 5. **Change from Intercity Zone-Based Cash Fare to a Flat Cash Fare** (cost neutral) – a \$2.00 general public / \$1.00 discounted flat cash fare program would be paid upon each passenger boarding. This would also slightly affect fares on longer-distance Runabout trips, which are by ADA law are limited to twice the applicable fixed-route fare(s).
 6. **Implement a Discount Fare Verification Process** (\$100k one-time) – will reduce fare evasion, and result in improved average fares collected per passenger.
 7. **Implement the Cal-ITP Open-Loop Contactless Fare-Capping System** – this countywide SLOCOG led project is fully funded with SB125 funds.

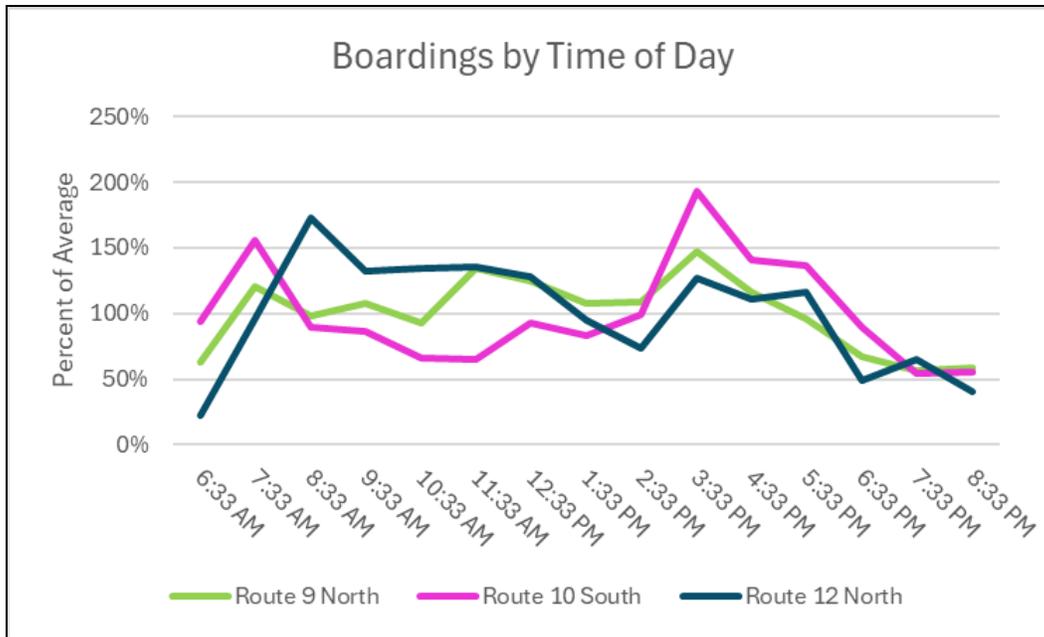
Summary of Community Input on SRTP Service & Fare Changes

Staff conducted a wide-ranging outreach effort in an attempt to engage riders and other stakeholders, including the following:

- Conducted face-to-face meetings:
 - “Pop-up” meetings were conducted at transit centers in Paso Robles, San Luis Obispo, Pismo Beach and Santa Maria. Staff engaged passengers when buses were arriving and/or departing at both peak travel periods and during less intensive passenger activity periods, offering bilingual in-person surveys (English and Spanish) and a flyer that included a QR code to fill out an online survey.

- RTA staff also made a special effort to ride Route 10 bus runs and talk to passengers who would be directly impacted by the proposed service cuts. We received valuable input, particularly from commuters and Central Coast New Tech High School (CCNTHS) riders from the Marian Loop bus stops.
- We posted information on social media that included a link to the online survey and an email address to provide input.
- We provided an email address for riders to submit comments by posting alerts on the on-bus LCD screens, the RTA website, and laminated notices in English and Spanish were posted at the top 50 bus stop pairs throughout the RTA service area.
- Staff solicited feedback from stakeholders, including organizations that purchase passes on behalf of their clients. Specifically:
 - We also had several discussions with CCNTHS officials and parents regarding the impacts of the Route 10 service reduction proposals.
 - I also spoke with a senior Marian Regional Medical Center official who expressed deep concerns about eliminating service on the Marian Loop.
 - Officials at Cal Poly also provided comments supporting additional Express services.
 - Staff provided a summary of input received to date with the RTAC at its April 10th meeting.
- I provided updates at City Council meetings in Paso Robles (April 1) and Grover Beach (April 28). I also participated in a Town Hall meeting in Nipomo (April 3), and staff presented the proposed changes to the South County Transit Committee (April 30 in Pismo Beach).
- Finally, a notice is scheduled to be published in New Times on May 1.

In addition to these outreach efforts, staff analyzed passenger boardings by hourly departure times for Routes 9, 10 and 12 in the month of March 2025. We were most interested in determining relative ridership on the last two daily runs each evening departing from SLO. The graph below shows the two ridership peaks that mirror peak commute times in our region, as well as school bell times. As is typical in transit, ridership tends to fall off gradually as the service day ends. As shown, there is not a great disparity in ridership on the last run and second-to-last run on Routes 9, 10 and 12.



Here are some key takeaways from online survey effort:

1. A total of 164 surveys were completed. A tabular summary of the responses and written comments is attached as appendices at the end of this staff report. Below is a brief narrative of the survey results:
 - a. In general, respondents reported dissatisfaction with the proposed Route 10 SLO – Santa Maria service cuts. Of the 59 respondents who reported that changes would affect them, 14 reported “positively” and 45 reported “negatively.” More telling are the written responses: the 42 written “negatively impacted” responses include some dire ones, including loss of job or inability to get to school. Most of the 21 written “positively impacted” responses actually include negative sentiments, although four riders support speeding up the trip by skipping the Marian Loop. The issue of personal safety and protection of property was also mentioned in the written responses and while talking with passengers on the bus – several persons stated that they park their car near the Marian Loop because their car had been broken into at the Santa Maria Transit Center (SMTC) parking lot or near Hancock College, while others were dropped off and picked up by their loved ones at the Marian Loop due to concerns about public safety during hours of darkness.
 - b. Roughly a third of respondents support the 12:17PM mid-day Cal Poly loop on the Route 9 SLO – Paso Robles service as proposed. However, there is no consensus in the written comments about the optimal time to add service in lieu of the proposed 12:17PM loop. Many asked that every Route 9 trip directly serve the campus in each direction. Unfortunately,

doing so would require curtailing service elsewhere along the Route 9 service corridor in order to gain the additional travel time needed.

- c. The written comments about the proposed flat cash fare suggest a level of misunderstanding – especially as it relates to the overall negligible impact in comparison to existing actual average per rider fare level (\$2.04), or about the benefit of using the \$5.50 Regional Day Pass rather than paying cash for each boarding multiple times in a day. There is also acknowledgement by some respondents that it would simplify and speed the boarding process, as well as the notion that some riders are not paying the appropriate full fare now.
- d. Many of the written responses at the end of the survey reiterate concerns about the proposed Route 10 service reductions, while others suggested improvements that were examined but not included in the SRTP as financially constrained (more frequent service, later at night, increased weekend service, service along LOVR, etc.).

Modified Route 10 Recommendations

Staff recommends that all of the SRTP recommendations discussed at the outset of this staff report be implemented, with the exception of the two modified SRTP recommendations discussed below. As noted above, SLOCOG awarded FY25-26 LCTOP funding to the RTA to minimize the Route 10 service reductions, as follows:

1. **Streamline Route 10 in Santa Maria (Revised)** – It is clear that severely curtailing hourly service in both directions on the Marian Loop would negatively impact many riders. Further, Santa Maria Regional Transit changed its Route 3 service in 2022 to operate on 45-minute headways – so timed-transfers only work every three hours with the Route 10 hourly headways. We are herein proposing that the Route 10 only serve the Marian Loop in the northbound direction throughout the day, while also eliminating the Marian Loop on all southbound Route 10 runs except the 5:33PM Route 10 departure from SLO. Under this modified recommendation, riders who currently depart the southbound Route 10 bus on the Marian Loop could choose to remain on the RTA Route 10 bus during its layover at the SMTC and then be dropped off when the Route 10 bus heads northbound 20 minutes later. Alternatively, the rider could either transfer to the SMRT Route 3 at the SMTC¹, or if able they could depart the Route 10 bus at the Hancock College bus stop and walk approximately 0.8 miles to the Marian Loop bus stops.
2. **Reduce Evening Service into Santa Maria (Revised)** – the 7:33 PM southbound departure from the SLO Government Center would end service in Nipomo as originally proposed. Because ridership is relatively strong on the Route 10 last departure in comparison to the Route 9 and 12, we are herein

¹ Due to SMRT Route 3's 45-minute headways, timed-transfers with Route 10 only reliably work at 8:45AM, 11:45AM and 2:45PM.

proposing that the 8:33PM departure operate in the same manner as the 7:33PM departure – it would end in Nipomo, and deadhead back to SLO.

Staff is also recommending that we purposefully align the **Change from Intercity Zone-Based Cash Fare to a Flat Cash Fare** element and the **Cal-ITP Open-Loop Contactless Fare-Capping System** element. As SLOCOG and the transit agencies in the county have continued to develop plans to implement the contactless fare-capping system in the region, it became clear that aligning the two programs so they are implemented at the same time will reduce confusion and provide marketing outreach opportunities. In short, staff is recommending that the Board adopt a new fare policy that requires a flat cash fare to be paid or a contactless fare payment method be used for each boarding.

Staff is recommending that all of the SRTP service changes (as modified) be implemented on August 10, 2025, to align with our normal annual service changes that coincide with the beginning of the fall academic year. The transition to the flat cash fare would become effective upon the rollout of the contactless fare-capping system, which is anticipated to occur in Fall 2025.

Staff Recommendation

Adopt Short-Range Transit Plan, and implement SRTP-recommended fare changes & service changes (as modified).

Appendix C-1-A – Survey Responses

Survey on Recommended SRTTP Changes			
Q1: Do you currently use Route 10?	Yes	78	48%
	No	86	52%
Q2: Would the Route 10 changes affect you...	Positively	14	9%
	Negatively	45	30%
	Would not affect me	89	60%
Q2a: If positively, how would the proposed changes to Route 10 affect?	(See 21 written responses at end)		
Q2b: If negatively, how would the proposed changes to Route 10 affect you?	(See 42 written responses at end)		
Q3: Do you use Route 9?	Yes	64	44%
	No	83	56%
Q3a: Would the additional 12:17PM trip on Route 9 serving the Cal Poly campus benefit you?	Yes	31	24%
	No	98	76%
Q3b: What is your preferred time for the Route 9 bus to serve the campus?	(See 20 written responses at end)		
Q4: Would the addition of Paso Robles or Arroyo Grande School Trippers benefit you or your family?	Yes	43	32%
	No	90	68%
Q5: Would the addition of Route A service on Saturdays benefit you or your family?	Yes	51	39%
	No	79	61%
Q6: What feedback can you provide on the time-based cash fare system?	(See 20 written responses at end)		
Q7: Do you have any other comments or questions for RTA?	(See 23 written responses at end)		

Appendix C-1-B – Survey Responses
How would the proposed changes to Route 10 affect you positively?

I'll be able to keep my job
Keep it the same
Save time. Very few people use the service on this loop. Southbound is not at all as they have the local buses that serve them
Add a morning option
The proposed changes would be negative impact for customers
I use SLORTA route 10 everyday, there's nothing good about this.
As long as Nipomo doesn't get cancelled its good
There is no positive outcome involving the proposed changes.
Speeds up journey times to Santa Maria Transit Center by skipping the medical center, making transfers to SMRT services more reliable.
I would say leave at the same maybe added us at 8:14pm Express just to San Luis
Only negative
Less time spent duplicating stops serviced by Santa Maria transit and acknowledging low ridership at those times of night.
The Route 10 changes would not impact me positively.
Students take the route 10 to arrive to school at CCNTH and NHS. Removing or limiting this route will negatively affect our students ability to arrive and leave campus in a safe time frame
There is no positive. I need this route
Make connections with Santa Maria routes at :45 after the hour
They wouldn't. It is neg.
I think that removing the stop by the medical center would be great because when I ride the bus it's only occasional that someone gets on or off at that stop. So removing it will make it a faster trip to the transit center or SLO
Possibly more service to Nipomo
only negative
By eliminating the Marian Loop from most trips, more passengers will be able to make their connections at SMTC even accounting for frequent SB101 traffic.

Appendix C-1-C – Survey Responses
How would the proposed changes to Route 10 affect you negatively?

I will not be able to get to my job and will lose my job
I work 8:30 am to 5:30 pm in SLO. I catch the bus at Cypress & Nicholson which is part of the Marian Loop. I depend on the 7 am bus to get me to work on time and then take the 6 pm bus home. These are two of the buses being cancelled from the route. I use this bus stop rather than the transit center as it has adequate parking, is well-lit, and has a security guard patrolling. The transit center is dark, has little to no parking, and seems quite unsafe, especially for females commuting alone. The proposed changes will drastically impact my commute and potentially remove my ability to utilize RTA services. I am a SLO County employee and have been riding the bus to work for years.
Keep the Route 10 the same
Customers not knowing that there is not a bus that is coming to the Santa Maria Transit Center at 8:30 at night. There are people in Santa Maria who try to take the bus back to San Luis at that time.
I use SLORTA Route 10 everyday, there are services in SLO county that I can't get in Santa maria. Shame on Santa maria, this is my hometown and everyday I'm sicker of it, also another reason I utilize SLORTA route10.
I use the Marian Loop for pickup at 630 am because there is no safe parking at the transit center or at Hancock College. My car has been "keyed" and my windows broken parked at the transit center.
The proposed changes would be detrimental to my work schedule, which already has special accommodations to prevent being late and ensuring reliable transportation back home.
I'm a Cal Poly student who uses the Northbound 10 bus on the daily (Monday-Friday) at the Marion Medical Loop and also use it at 6:15am on Fridays.
Loss of evening southbound service to Santa Maria is a significant concern.
I frequently use the 10 to and from Santa Maria at the times that are proposed to be cut. I rely on those times as a disabled student attending Cal Poly.
I would have to consider other more expensive overnight travel options so that my economy will be affected
The changes that are proposed would be negative
In every way possible
I need it to get to my work.
I will be unable to commute from Nipomo to Santa Maria, where I work
I will no longer have a way to get to work since I can't drive and am disabled
There is no parking for cars at the Santa Maria transit Center. I used the 6:15 am, my stop is by IHOP, never have any problems with parking my car. Please keep the most popular times available 6:15am north and the 4:30 pm south to stop at the Santa Maria IHOP. Please consider that there's not parking at the Santa Maria Transit Center and not parking by Allan Hancock College. Thank you.
Stop all my travel to and from with my schedule
I take this route all the time, it throws me and my parents off to suddenly having to get to one of the earlier stops
They would affect me negatively because I won't be able to get to school on time and

not even get to school
I often have to take the bus home late at night from SLO back to Santa Maria (I am a Cal Poly student), so cutting off the 7:30 PM trip early would prevent me from getting home after class
I work in Santa Maria and depend on the 10 to get to work and if I lost the service, I LOSE my job and I need it for my family, so I depend on the southbound 10
It would be more difficult to get to school.
Do not remove the 7:14a north out of SM and don't remove the 4:20 south into SM. There also needs to be a minimum day service for the school days
I sometimes take the southbound route 10 leaving the govt center at 8:33pm.
People may need it. There are people who are disabled and can really find the stops useful. Taking this away from this seems wrong.
Shortening the evening schedule would leave me with no ride home from work
I need to take the 7:30 RTA bus to Santa Maria and removing the stops would leave me without a way of getting home.
I Commute 10N at 6:22am Marian Regional Medical Center & 10S 7:37pm at Marian Regional Medical Center. This stop is walking distance from home. I work at CP University
I always take the bus from the medical center at Santa Maria as it is the closest to me to be able to take the bus to Cal Poly. I also arrive late at night back to Santa Maria so removing the 7:30 ride (as it would only stop to Nipomo) would also affect my way of getting home safe and sound.
Relying on other options like uber or Lyft with less buses at night I'd say keep the 7:33pm bus going into Santa Maria
Lose job
Greatly
Have to use my car
I have been riding the RTA for over a year now. If the changes happen, I could lose my job. Plus, the walk from Nipomo to Santa Maria is not fun and is very dangerous.
I wouldn't be able to use the RTA or start a career at Marian hospital
Restrict movement from Nipomo into Santa Maria for a variety of services necessary to be reached by non-car users
I AM available for public comment. I am unable to drive due to a disability, I live in Nipomo and work in SM. I work over nights 11pm-8am I use bus 10's 8:19 or 9:19 route every night. To get to work if these routes are eliminated or reduced, I will be unable and will probably be forced to resign since there is no other way of commuting between the Palo and Santa Maria. Please feel free to contact me if you need a public speaker.
I will have to leave work an hour early.
I don't see the point in adding the 6:03 10S to Santa Maria when, for the most part, it is commuters going from Santa Maria to SLO in the morning.
I leave my first job at Merian Medical center and catch the 1:25ish north bound to Arroyo Grande to be at my second job right on time. If this stop gets removed, I won't be able to make it to my second job on time. Also, I live in Santa Maria and occasionally don't leave work until 7 and removing the late southbound routes won't allow me to get back home.
I have Doctor appointments in the Marian area on a regular basis.

Appendix C-1-D – Survey Responses

What is your preferred time for the Route 9 bus to serve the Cal Poly campus?

More morning times than afternoon. Preferably afternoon North 9 buses.
Morning
All times
Get to Cal Poly starting at 9 am rather than 2 pm
12:17, 1:17
8am departure from Paso; I would use Route 9 if there were more times that arrived and departed at Cal Poly campus
Northbound in the evening.
1:00 PM
3-7 pm
This is service duplicated by SLO Transit and is a very stressful part of the day trying to make connections on time.
I arrive on campus at 8 AM each day, so a 7:30 AM bus that heads to Cal Poly immediately would save me time getting to campus, as I could just transfer from the Route 10 to the Route 9 rather than having to plan around the SLO Transit buses.
The two existing morning times are great. In addition, 9:17 or 10:17 would be great and more useful to me than 12:17
Every Southbound bus, 9:17 or 10:17 am would be more useful than 12:17
6:17, 7:17, 8:17PM
12:17pm or 1:17pm
I would prefer an extra stop on Saturday and Sunday but during the week at least one extra in the middle of the day would be helpful
I would think it would really be beneficial at every hour so one is better than nothing
Hourly on weekdays like it use to both southbound and northbound. And on weekends same thing
Before 9AM; After 3PM
I would add something arriving before 11 Am. 11 am is an important time at Cal Poly

Appendix C-1-E – Survey Responses

The RTA proposes changing the fare system from distance based to a simplified time-based system where each boarding is \$2 regular or a \$1 discounted fare. What feedback can you provide on the proposed time-based cash fare system?

Fare amounts are less important to me than the ability to access safe bus stops
This would make it a lot easier on the Customers as well as the bus operators. One dollar, or two dollars as opposed to somebody digging through their pockets looking for the change.
Obviously, it would benefit the riders, but not so much SLORTA. I like SLORTA and I don't want them to lose money.
Sounds like you're giving up needed revenue.
Offering single ride passes on the Token Transit app or tap to pay with contactless bank cards like MST.
I believe it makes more sense to charge people by distance when it comes to transportation instead of time. This is also more expensive for those who regularly take the bus without a bus pass
It likely won't be enforced well
I think this is a significant improvement over the current fare system, which often causes issues for people without small change or without the necessary funds to travel regularly. A \$2 flat fare with a \$1 discounted would be a major improvement, and as someone who pays for a monthly bus pass my fees would be sharply reduced as well. I am very positive about this change.
If you can still operate on budget and provide the same service, I believe that would simplify operations for many passengers.
In simple words, I think it's dumb. A time-based fare system might disproportionately affect those who travel shorter distances, as they would pay the same fare as someone traveling across the entire city, which seems unfair. Additionally, frequent travelers or those relying on multiple short trips throughout the day could see their costs add up quickly, making public transportation less affordable for low-income individuals. Implementing such a system would also require significant changes to infrastructure, potentially leading to high costs and complications. Furthermore, the current distance-based system encourages efficient use of the network, while a time-based system could lead to overcrowding on longer routes. Finally, a distance-based system offers more flexibility and choice, allowing riders to plan trips based on their personal needs and preferences.
It seems like a cheaper alternative but with the funding lost from the city of Santa Maria I AM not sure if this is the right path as of now.
Good idea I'd even consider doing half off during peak times for more riders
If a few extra quarters is needed to not change the times and still go to Santa Maria and to Nipomo (and vice versa) I would be willing to deposit the extra quarters.
I think it's great because sometimes people pay a fare for a short distance ride but get off somewhere farther
Please do this, the amount of times I've seen a service delayed for people trying to figure out the fare is a pain, and a flat fare make much more sense

The proposed cash fare system is a great idea, it'll make it easier for those coming from the MST 84 bus transfer to the A/B and 9 so much easier! A 2 dollar fare is so much easier and dollar bills take up less space and weight than quarters!
I need 2 buses to work and 2 buses home, five days a week. \$8 a day? a day. No thanks
I would no longer have to worry about keeping the correct amount of coins to pay the fair. Having a fare as a set dollar amount is much more convenient.
The cheaper fare sounds better but not at the expense of me not riding at all because I can't get to work or back home with a lack of routes
Can riders transferring from 9 to 10 or vice versa get a free transfer, please?

Appendix C-1-F – Survey Responses
Do you have any other comments or questions for RTA?

Would be great to have Northbound 9 bus schedules that picks up from Cal Poly Library. Living in Santa Margarita, it's hard to get anywhere without a car.
I am very concerned about the proposed changes to the Marian loop stops and how it will impact my ability to get to work. The proposed changes impact commuters travelling to SLO for work as the only two proposed buses do not allow for people working an 8 hour day in SLO.
Keep the rates the way they are now.
more times on weekends, and more access to Cal Poly campus
I would suggest having maybe an Express bus leaving Santa Maria transit at 8:30 PM at night or 9:14 PM. Midnight also adding in a call stop at Atascadero Lake going through downtown Templeton. Also adding northbound and southbound buses through Cal Poly daily and add one more bus on weekends add a weekend bus leaving the Cuesta North campus.
All I want is Nipomo to stay on the route
Santa Maria doesn't know any better, don't get rid of Route 10. The average IQ in SM is probably 75.
Better parking at the Santa Maria Transit Center.
RTA should offer more trips on the 9, 10, 12 that stop at Cal Poly for students.
I know that many of my fellow students would greatly benefit from a school tripper to Paso High and other schools. The bus after the High School gets out is incredibly crowded and no one is comfortable. With the addition of a school tripper, this problem would be reduced.
Are there any opportunities for expanded Sunday service to match Saturday schedules?
People from SM (those who do not have a car or cannot drive) would like to go more often during the weekends to the beaches, stores, restaurants and thus contribute to SLO's economy. Therefore, it would be great to have extra trips both directions on the weekends.
Could you add a bus every 45 minutes or more buses on the weekends a lot of people complain about not having enough buses on the weekends and adding a bus out to the Atascadero Lake making Cuesta College North County a call stop Going through downtown Templeton
Would be nice to have a bench at the Route B, on Melody I believe across from Smart & Final. And do you know when the A&B are going to be able to go up and back around Scott and Airport??
Keep costs low for seniors
Need route up LOVR to Los Osos
Please add a card/Apple Pay feature. This would make it easier to pay without going over or under in change.
Would like a 7:30 connection to Cal Poly from the 10
Please keep the Marian Hospital loop
Possibly an Avila bus. Also, when will the 24 be back on route through Pismo Beach? It is very difficult living in Pismo with current schedule. I'm considering no longer purchasing the 31-Day Pass.

Adding another Route A would greatly benefit our community. We have the hardest time utilizing RTA due to the excess passengers from the middle school. They are also threatening and mean to other passengers. I personally have been subject to threats from the kids. It can be very scary while riding with them.

Afternoon bus A and B is always so crowded with school kids and NCI Riders that the NCI riders have been turned away and have to find an alternate way to return to the NCI base.

What can be done in order to make the bus a more comfortable space, sometimes homeless people ride on it and begin to say things to the passengers and sometimes we have people discriminating against others out loud and the drivers don't do nothing to stop them. I know there are a lot of students from Cal Poly that use the bus twice a day daily, and sometimes we don't make it on time, I think if they bring back the express (I think that's how it's called) it will be faster and better for us the students.

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RTA Fiscal Year 2025/2026

Operating Budget

PROJECTED FIVE YEAR CAPITAL BUDGET

MAY 7, 2025

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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 7, 2025
STAFF REPORT**

AGENDA ITEM: C-2

TOPIC: Fiscal Year 2025-26 Operating and Capital Budget

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Adopt the Fiscal Year 2024-25 Budget as Presented

BACKGROUND/DISCUSSION:

We appreciate the Board's support and leadership during these unprecedented times as we work to present a fiscally constrained Fiscal Year 2025-26 operating budget, and an advisory FY26-27 operating plan. In addition, we are presenting a five-year capital program.

The budget packet contains the following items:

- Our Vision and Mission statements,
- Budget Assumptions adopted by the Board at its March 5, 2025 meeting,
- Fiscally constrained FY25-26 operating and capital budgets,
- Fiscally unconstrained FY26-27 operating budget, and
- Fiscally unconstrained FY26-27 through FY29-30 capital budgets (expense only for FY27-28 through FY29-30).

With the consolidation of Morro Bay and Atascadero services into the RTA in June 2025, the budget layout has been adjusted. There are four summary pages that show revenue and expense information for RTA core services in addition to all the services the RTA operates on behalf jurisdictions. Additionally, there is an RTA only budget which has additional information, including the expense information for each fixed route (RTA Routes 9, 10, 12, 14 and 15), as well as the countywide ADA complementary paratransit services known as RTA Runabout. Staff has also included the information for each of the services the RTA operates in order to provide support information for the summary documents. These services include:

- South County Services (Routes 21, 24, 27 and 28)
- County Services (Nipomo Dial-A-Ride, Avila Trolley, Cambria Trolley, Shandon-Paso Dial-A-Ride, Templeton-Paso Dial-A-Ride, Senior Vans, and County incentive programs)
- Paso Robles Services (Route A and B, Paso Dial-A-Ride)
- Morro Bay Service (Call-A-Ride and Trolleys)
- Atascadero Service (Dial-A-Ride)

We have broken each RTA core fixed-route service into weekday, Saturday, Sunday, and tripper sections to better understand the financial commitment necessary to operate these distinct services should service reductions become necessary due to funding or other constraints. Additionally, express and tripper service expense information has been broken out for RTA services. Note that should any of the services be increased, reduced and/or eliminated, there are “fixed” expense items that would need to be reallocated to the other services (such as administration costs, and operations management/oversight costs) as part of the final budget or a future budget amendment. As a reminder, starting in FY24-25, the allocation model for maintenance labor and workers compensation is now being allocated to each route or service based on miles instead of hours.

The budget presentation assumes operation of the same core levels of service miles and hours for fixed-route services currently being operated with some adjustments based on the financially constrained recommendations included in the Short-Range Transit Plan that was presented to the Board on March 5, 2025. These include:

- Additional Sunday Service on Route 9, 10 and 12
- Additional Express Trips for Route 9 and 10

Note: there was an error in the Route 14 miles included in the FY24-25 budget but that did not have an impact on the cost calculation, but you will note a large decrease in miles on the informational page for Route 12, and Route 14 tripper.

Runabout hours and miles have been adjusted to be in line with current projections.

As noted during the presentation of the budget assumptions report at the March 5th RTA Board meeting, below are the key issues staff is working to address in the FY25-26 budget plan:

KEY ISSUES

1. Address the uncertainties the agency currently faces, including state and federal funding uncertainty. Impacts of these uncertainties include:
 - a. Impacts of the pending construction on US-101 in the Pismo Beach area, including supporting congestion mitigation efforts.
 - b. Liability costs, which have recently stabilized due to the RTA’s good safety record, but the market continues to be extremely volatile due to the increasing number of catastrophic events globally – including the deadly January 2025 wildfires in Los Angeles

In February 2025, staff was pleased to learn that workers compensation insurance provided by PRISM (Public Risk Innovation Solutions Management) is projected to be in line with prior years projected percentage rate increase, not incurring the significant increases the

agency had recently endured, which is of note, especially in times of increasing wages. The premiums continue to be predictable and provide a welcome relief – especially with the realization that worker’s compensation across all employment sectors, including for transit services, is especially challenging statewide as loss development trends for the state have not been favorable.

Staff is still waiting on the estimated premium for our general liability and vehicle physical damage insurance policies. The annual premium cost for these two insurance policies is projected to be in line with what was projected during the FY24-25 budget process. Staff continues 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.

Property insurance has increased due to fully insuring the new Bus Maintenance Facility and the addition of flood insurance, which is required because the facility was federally funded and located in a 100-year floodplain.

- c. Continuing to focus on containment of Runabout subsidies, especially as ridership continues to increase.

The FY25-26 estimate reflects current demand trends. Staff continues to monitor the Runabout service, including the premium fare charged to Tri-Counties Regional Center that started in January 2018 and resumption of the in-person 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 may include options such as taxicab service as noted in the budget assumptions.

- d. Address staffing and retention, particularly in the Bus Operator classification.

The new and relatively low-cost paid family leave program implemented in July 2022 continues to bring positive feedback from staff. It brings the RTA leave program more in line with the leave provided by many private employers who participate in the state disability insurance (CA SDI) program.

Starting in FY24-25, the budget presentation has been updated to show the subcategories included in Labor – Operations in order to provide more understanding about the cost drivers. This helps as the agency looks at which subcategories would and would not be impacted by service level changes.

2. Negotiate a new Collective Bargaining Agreement with Teamsters Local 986, which represents Bus Operator, Mechanic, Parts Clerk, and Utility employees. The current CBA expires December 31, 2025.
3. Continue efforts to implement Zero-Emission Bus technologies, including adding five battery-electric buses (BEBs) in late 2025 and expansion of recharging infrastructure for planned additional BEBs in the coming years.
 - Two diesel-powered buses purchased in 2010 and three diesel-powered buses purchased in 2013, with BEBs will arrive in the fall of 2025.
 - Four diesel-powered buses purchased in 2013, with BEBs to be ordered in spring of 2025, and arrive in the fall of 2026.
 - Three diesel-powered buses purchased in 2013, with BEBs to be ordered in the winter of 2025/spring of 2026, and arrive in the fall of 2027.

Of note is the significant financial resources required for vehicle replacements, which is based the vehicle replacements and type included in the *RTA Zero Emission Rollout Plan* adopted by the Board in March 2023. It is also important to note that our annual budget plan show the year(s) that capital project expenditures occur – not necessarily the year(s) when we begin to apply for various funds through grant proposals for higher-cost projects such as bus purchases. This can be confusing to the casual reader, since SLOCOG and our other funding partners show the year(s) that funds are allocated to our capital projects rather than the year(s) the funds are expended.

4. State Transit Assistance (STA) funds are projected to be down in the region compared to the original FY24-25 allocation.

Staff continues to apply for the competitive funds from SLOCOG under the State of Good Repair program, and the RTA has applied for funding toward the replacement of vehicles which are included in the advisory FY26-27 budget.

5. Local Transportation Funds (LTF), which are used primarily for operating purposes, are also projected to be down in the region. The RTA will continue to maximize all other funding sources first before determining the need for LTF.

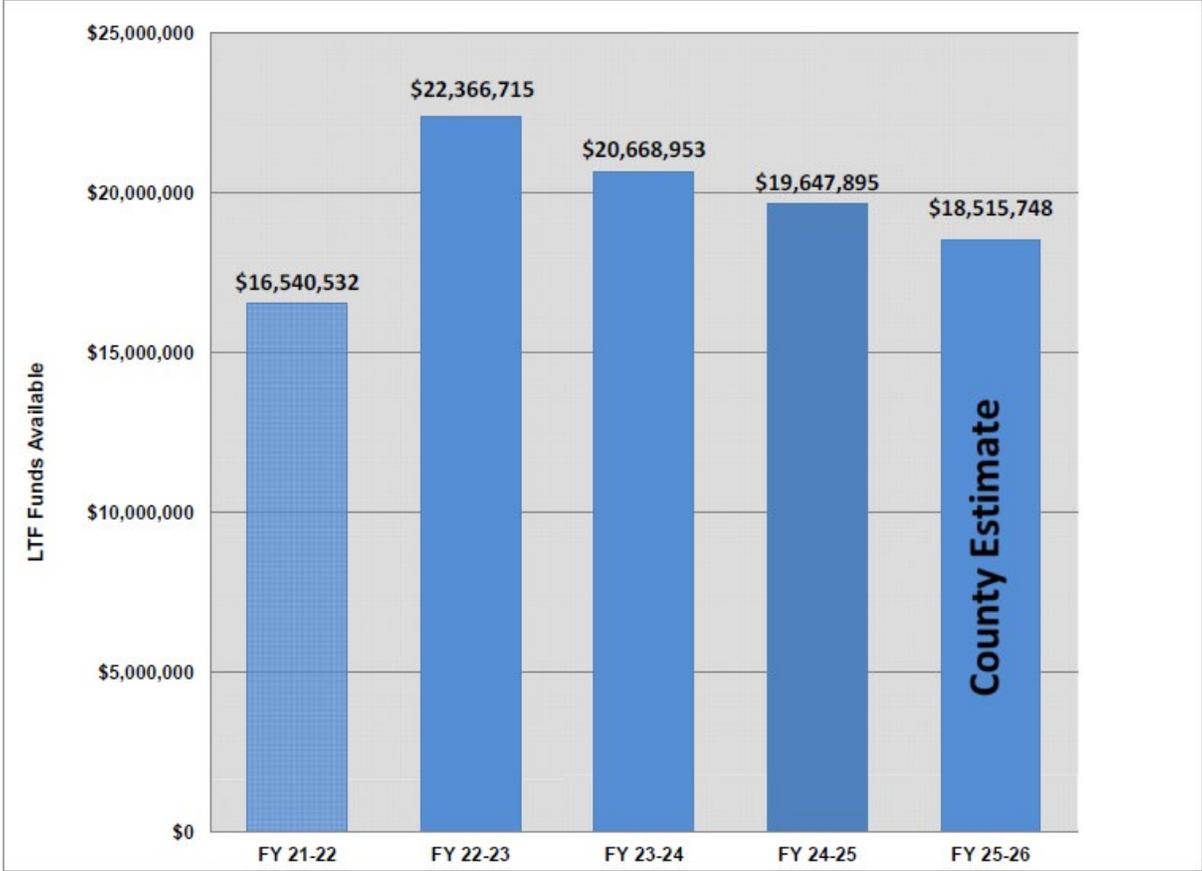
Staff acknowledges current LTF estimates to the region, as presented in the April 2, 2025 SLOCOG Agenda Item B-2. That staff report discusses the LTF coming into the region as:

“2024/25 Local Transportation Fund (LTF) - \$18,515,748 (5.8% decrease in LTF available for distribution)

The County Auditor’s estimated cash balance at June 30, 2025 is \$647,743, 70% below FY 24/25. The decrease in opening cash balance is primarily due to a high beginning cash balance in FY 24/25, which was allocated in that year. This figure is difficult to predict. The estimate shows expected revenue deposits equaling \$17,868,005 (inclusive of interest income) for a total of \$18,515,748. Figure 1 depicts the trend in LTF Distribution:

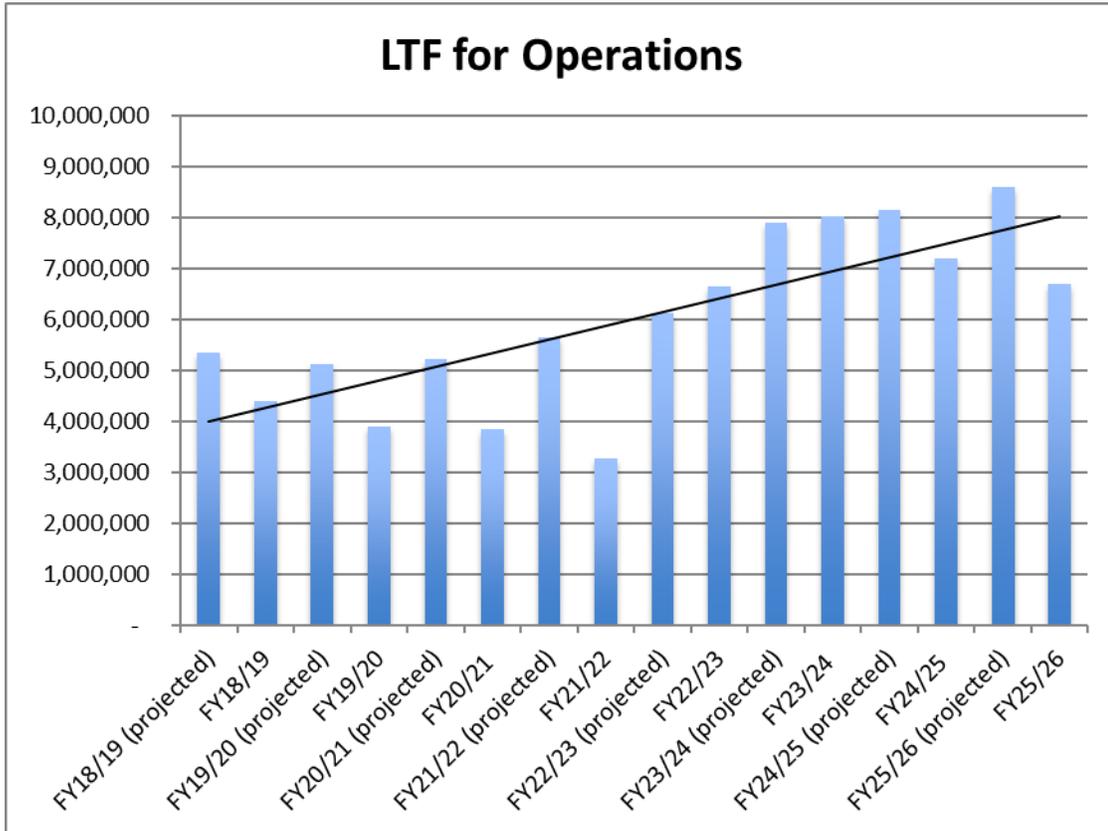
Figure 1

Historical LTF Allocations
(Allocations based on estimated receipts + opening cash balance)



The proposed RTA budget includes LTF of \$6,702,900 for operations and \$458,060 for capital (total of \$7,160,950 prior to the Rural Transit Fund Exchange), which is a decrease from the amount included as an advisory FY25-26 total LTF projection of \$9,059,560 presented at the May 2024 Board meeting. A large portion of this decrease is a result of the operating expense projections coming in lower. The LTF request is a significant increase from FY20-21 and FY21-22. This increase is in large part due to the increase in funding provided by the “Coronavirus Aid, Relief, and Economic Security Act” (CARES Act), which was a \$2 trillion emergency funding package designed to blunt the worst and

most immediate impacts of the COVID-19 pandemic, allowing for a reduced LTF amount in FY20-21 and a carryover to FY21-22.



The capital budget includes LTF in accordance with the requirements outlined in the TIFIA loan agreement approved by the Board in September 2020.

6. Federal Transit Administration (FTA) formula funds (Sections 5307, 5339 and 5311) for Federal Fiscal Year 2025 are projected to be in line with the amount projected for FY25-26 when the FY24-25 budget was adopted in May 2024. However, recent actions at the federal level suggest that changes in both the scale of project funding and scope of the projects that remain eligible will be changed during the fiscal year and beyond.
7. Implementation of the RTA's Joint Short-Range Transit Plan (SRTP) constrained recommendations, including fare structure adjustments and enforcement of the discounted fare policy. The latter will require a slight increase in operating staff resources, either through direct employment or through a temporary employment agency agreement, equivalent to one full-time equivalent position.
8. Assist SLOCOG officials in addressing Senior-WAV service levels in the County.
9. Fully incorporate Morro Bay Transit and Atascadero Dial-A-Ride services that will be consolidated into the RTA in June 2025.

Revised Expenses Assumptions

The overall Administration Expense for RTA core services is up by approximately 20% compared to FY24-25. Two main factors are associated with this increase. The labor line item includes an increase in order to roll out the enforcement of the discounted fare policy included in Key Issue #7. Also as previously noted, the property insurance line-item has been impacted by the difficult insurance market. Additionally, the professional technical services line-item has increased in order to support the development of a maintenance safety plan and bring in a consulting firm to conduct a review of the organizational structure. Marketing and Reproduction has increased due to passenger surveys being conducted in the fall of 2025 or spring of 2027 by RTA-hired temporary support.

The proposed Service Delivery cost is up by roughly 2% from what was identified in the FY24-25 budget. The primary reason for this increase is associated with the increase in wages as identified in Collective Bargaining Agreement that covers Bus Operators, Mechanics, Parks Clerk and Utility employees, and rising insurance prices. In line with FY24-25, the labor for operations has been delineated more finely in four pertinent subcategories.

Capital and Planning Program

The capital revenue breakdown has been shifted in FY25-26 in order to be in line with the categories included in the federal transportation improvement program (FTIP) instead of by urbanized area because the funding is not received in that manner.

The focus of our capital program will be to secure replacements for vehicles that have reached their economically useful life. We have also programmed the following capital projects:

- \$49,600 for specialized maintenance equipment to improve efficiencies;
- Bus stop improvements;
- Engine replacements for the Gillig vehicles purchased in 2019; and
- Miscellaneous computer equipment, including regular computer and copier replacements.

It should be noted that a portion of the FY24-25 capital funds for fully funded projects, such as vehicle replacements and bus stop improvements that have been delayed, is not carried over to the proposed FY25-26 budget. These on-going projects will be captured in a budget amendment after the FY25-26 has started, and the carryover will require no new financial resources from local jurisdictions because the funding has been previously 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.

Conclusion

Fiscal Year 2025-26 will be a particularly challenging year. We look forward to working with our customers, the Board and other stakeholders in providing stability and 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.

Staff Recommendation for Executive Committee:

Recommend staff provide the FY25-26 budget to the Board for approval at the May 7th Board meeting.

Approved staff recommendation.

Staff Recommendation for RTAC:

Recommend staff provide the FY25-26 budget to the Board for approval at the May 7th Board meeting.

Approved staff recommendation.

Staff Recommendation for the Board:

Recommend that the Board adopt the FY25-26 budget as presented.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 5, 2025

STAFF REPORT

AGENDA ITEM: C-1

TOPIC: Fiscal Year 2025-26 Budget Assumptions

ACTION: Approve FY25-26 Budget Assumptions

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Approve the Budget Assumptions and Budget Calendar to the Board So That a Detailed Work Plan and Budget May Be Developed

EXECUTIVE COMMITTEE RECOMMENDATION: No quorum

BACKGROUND/DISCUSSION:

The following report outlines staff's recommended budget assumptions for the RTA's Fiscal Year 2025-26 Operating and Capital Budget, and it is the first step in the development of our operating budget and capital 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, staff will prepare a detailed report along with preliminary budget numbers for presentation to the Executive Committee at their April 2nd meeting and the Regional Transit Advisory Committee (RTAC) at their April 10th meeting prior to the final draft budget presentation to the full Board on May 7th.

KEY ISSUES

1. Address the uncertainties the agency currently faces, including state and federal funding uncertainty. Impacts of these uncertainties include:
 - a. Impacts of the pending construction on US-101 in the Pismo Beach area, including supporting congestion mitigation efforts.
 - b. Liability costs, which have recently stabilized due to the RTA's good safety record, but the market continues to be extremely volatile due to the increasing number of catastrophic events globally – including the deadly January 2025 wildfires in Los Angeles.

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- c. Continuing to focus on containment of Runabout subsidies, especially as ridership continues to increase.
 - d. Address staffing and retention, particularly in the Bus Operator classification.
- 2. Negotiate a new Collective Bargaining Agreement with Teamsters Local 986, which represents Bus Operator, Mechanic, Parts Clerk, and Utility employees. The current CBA expires December 31, 2025.
- 3. Continue efforts to implement Zero-Emission Bus technologies, including adding five battery-electric buses (BEBs) in late 2025 and expansion of recharging infrastructure for planned additional BEBs in the coming years.
- 4. State Transit Assistance (STA) funds are projected to be down in the region compared to the original FY24-25 allocation.
- 5. Local Transportation Funds (LTF), which are used primarily for operating purposes, are also projected to be down in the region. The RTA will continue to maximize all other funding sources first before determining the need for LTF.
- 6. Federal Transit Administration (FTA) formula funds (Sections 5307, 5339 and 5311) for Federal Fiscal Year 2025 are projected to be in line with the amount projected for FY25-26 when the FY24-25 budget was adopted in May 2024. However, recent actions at the federal level suggest that changes in both the scale of project funding and scope of the projects that remain eligible will be changed during the fiscal year and beyond.
- 7. Implementation of the RTA's Joint Short-Range Transit Plan (SRTP) constrained recommendations, including fare structure adjustments and enforcement of the discounted fare policy. The latter will require a slight increase in operating staff resources, either through direct employment or through a temporary employment agency agreement, equivalent to one full-time equivalent position.
- 8. Assist SLOCOG officials in addressing Senior-WAV service levels in the County.
- 9. Fully incorporate Morro Bay Transit and Atascadero Dial-A-Ride services that will be consolidated into the RTA in June 2025.

Mission Statement

As a reminder, 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 existing service levels and hours of service and, as feasible, increase service, including recommendations from the SRTP and other regional plans, 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 core¹ services:
 - a) The RTA originally received \$647,631 in STA funding in FY24-25 for RTA core services. Staff will work with SLOCOG staff to determine a realistic estimate for FY25-26.
 - b) Implement the contactless fare payment program through the California Integrated Travel Project (Cal-ITP) to make travel simpler and more cost-effective for all, including the discount eligibility verification process. The last system-wide fare change was implemented on December 31, 2017, both on RTA Fixed-Route and Runabout services.
 - c) The FY24-25 budget adopted in May 2024 included \$6,403,750 in LTF operating revenues. Also at the May 2024 Board meeting, the advisory FY25-26 LTF projection was \$7,784,800. Staff is still developing an updated annual FY24-25 revenue and expense projection, which impacts the carryover amount that could reasonably be identified for the FY25-26 budget.
 - d) FTA Sections 5307, 5311 and 5339 operating funding and capital funding for FY25-26 will be based on feedback received as staff works with SLOCOG and the other transit operators through the programming of projects process. Monies for FTA-funded projects are reimbursed either as progress payments or as full payment at the end of the project and/or fiscal year, which requires focused care by staff to ensure adequate cash flow.

¹ Core services are defined as:

1. Hourly weekday services on RTA Routes 9, 10 and 12;
2. Five trips/day on Saturdays for Routes 9, 10, 12, and Monday-Saturday on Route 15;
3. Three trips/day on Sundays for Routes 9, 10, 12 and 15;
4. Peak period weekday service on Route 14 during open session of Cuesta College;
5. Peak period commuter Express services on Routes 9, 10 and 12; and
6. Runabout service that matches the fixed-route service days operated in each community.

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- e) Detailed miles/hours and span of service for each RTA core Fixed-Route and for 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, South County Services, Paso Robles Local Services, Morro Bay Local Services, and Atascadero Local Services.
 - i) The budget will have summary pages that include revenue and expenditure information for each service.
 - f) Productivity of each RTA-operated Fixed-Route service during lower-demand holiday periods, specifically associated with the service provided during the weeks of Thanksgiving, Christmas and New Years, will be reviewed to determine appropriate service levels.
 - g) Staff will continue to research and evaluate new revenue sources should any potential shortfall in operating revenues arise. If we are unable to secure funding, staff would recommend that the Board consider adjusting service levels and/or the TDA allocation from the RTA jurisdictions, if time and budgetary authority permits.
- 2) Work with SLOCOG and our transit agency partners in the region to evaluate region-wide service efficiencies:
- a) The RTA will work with SLOCOG staff and other transit providers to evaluate efficiencies in the provision of service throughout the county through both the SLOCOG Social Services Transportation Advisory Committee and through the RTAC.
 - b) Staff will use the SRTP to update the *2018-20 RTA Strategic Business Plan*, and to evaluate potential efficiencies. With Board concurrence, staff will develop a timeline to implement efficiencies as appropriate. Additionally, the RTA will address the Zero Emission Bus requirements of our Innovative Clean Transit (ICT) Rollout Plan. The ICT Rollout Plan was adopted at the March 2023 Board meeting.
- 3) Evaluate options and provide analysis on the 5-year capital improvement program and methods to fund these needs:
- a) Staff will work with SLOCOG to prioritize SB125 funded capital projects, particularly those related to depot and opportunity charging of battery-electric buses. The RTA is currently in the procurement phase for three of the twelve SB125 projects awarded by the SLOCOG Board at its December 2023 meeting. These three projects include:
 - i) RTA-1 – funding gap for five BEB replacement buses (\$1,778k in FY23-24 SB125 funds), which will be delivered in Q4 of 2025;

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- ii) RTA-2 – second phase of BEB DC fast-charging system (\$500k in FY23-24 SB125 funds), which will be completed in mid-FY25-26; and
 - iii) RTA-3 – bus charging and infrastructure study (\$200k in FY23-24 SB125 funds), which will be completed in Q4 of 2025/
- b) Staff will also continue to work with SLOCOG to prioritize capital projects using the STA State of Good Repair (SGR) portion of SB-1 funds. These 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's 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.
 - c) Other potential capital funds intended to support our transition to zero-emission buses include AB617 Clean Air Program, Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), and LCTOP. Staff will continue to leverage all grant funds to the greatest extent possible in order to conserve local funds.
- 4) Address projected changes in demand for Runabout service:
- a) Runabout service hours and miles are slightly lower than were originally projected for FY24-25, and staff is closely monitoring service needs to determine when service will return to pre-pandemic levels. Staff will seek the Board's direction as demand is anticipated to increase over time.
 - b) Staff suspended in-person Runabout service eligibility assessments during the pandemic, and we have continued focusing training staff resources on training newly hired Bus Operator candidates. Staff plans to reinstitute this Runabout eligibility assessments program to ensure that only those persons truly eligible for Runabout service are initially registered or re-registered as part of the Runabout application process. This will be done by new staff resources that will be added during FY25-26 who will also be supporting the discount eligibility process. Staff will also provide mobility training for disabled persons who are able to occasionally use Fixed-Route services for some or all of their travel needs.

Expenses Impacts

- 1) Fuel prices continue to be extremely volatile; fuel will be budgeted at \$5.00 per gallon in FY25-26. Included in the Fuel line-item will be diesel exhaust fluid (DEF), which is used to lower diesel exhaust emissions on model year 2015 and newer Fixed-Route vehicles. And although prices have stabilized as a result of the agreement for fuel services with Easy Fuel approved in May 2024, should fuel prices substantially increase or decrease to such a degree that it would have a profound effect on the overall budget, staff will address the change in a budget amendment.
- 2) Related, as we implement BEBs in revenue service in July 2024, we are getting a better handle on per-mile operational costs, as noted in Agenda Item B-2 during this

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meeting. However, since only two BEBs are being operated, the overall impact is relatively small but will increase notably in FY25-26 with the arrival of five additional BEBs in Q4 2025.

3) Insurance Expenses:

- a) Staff worked with an actuarial to complete a review of the self-insured retentions for the various lines of insurance. Although staff is not recommending a change to the self-insured retentions at this time, staff is reviewing options to fund a reserve increase to fund the self-insured retentions for the general liability policy and a reserve for the employment practices policy, respectively.
- b) A review of the pooled reinsurance programs that the RTA participates in was conducted in conjunction with our insurance broker, and the RTA is confident that the policies continue to be well placed in the pooled reinsurance market.
- c) CalTIP liability reinsurance premiums are projected to increase. The exact amount is not known at this time, as CalTIP actuaries are still finalizing the May 1, 2025 through April 30, 2026 rates. Although the experience modification factor of RTA is in line with the statewide pool average, the RTA did experience large claims in February 2019 and January 2021, which continue to impact current and future premiums.
- d) CalTIP vehicle physical damage will increase due to the added asset value of newer vehicles, which have risen dramatically in recent years and with the additional cost of electric vehicles. In addition, recent property damage claims seen in the market, namely the recent Los Angeles wildfires and the increasing number of other disasters across the globe.
- e) Our annual Employment Risk Management Authority premium is estimated at \$50,000, 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.
- f) Workers compensation premiums charged by our carrier (Public Risk Innovation, Solutions, and Management, or PRISM) 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. We continue to work with our employee Safety Committee, which evaluates workplace safety and initiates proactive programs to address the number of claims and severity of the claims. 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.
- g) Property insurance will increase due to the significant losses in the property insurance market. Additionally, we are required to maintain flood insurance for our new Bus Maintenance Facility because its construction was federally funded.

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h) For budget-making purposes, staff is assuming a 7% annual increase for healthcare costs for each of the next two fiscal years. This will include the paid family leave program that was implemented in July 2022, which brought the leave benefits closer to those offered under the state disability insurance program.

4) Staffing Expenses:

- a) In May 2023 the Board approved a 3-year Collective Bargaining Agreement (CBA) that will expire on December 31, 2025. Staff notes the fiscal uncertainty that the expiration has on the FY25-26 information that will be included in the budget presentation.
- b) Staff will be working on a third-party study of the RTA organization structure and succession planning program beginning in May 2025. As noted above, the Short-Range Transit Plan recommends that additional staff resources (equivalent to one full-time equivalent) be secured to more effectively enforce the discount fare program and help roll-out the new Cal-ITP contactless fare-capping system. Should additional adjustments – beyond the one FTE mentioned above – to the number of FY25-26 budgeted FTE positions be recommended or needed, staff will bring that proposal to the Board along with any new or revised job descriptions, if applicable.
- c) An annual inflationary wage adjustment based on December 2023 to December 2024 Consumer Price Index (CPI) of 3.4% will be implemented in July 2025 for those employees not covered by the collective bargaining agreement. Employees within the salary range for their position will be eligible for a step merit increase subject to performance assessments and budgetary authority.
- d) The RTA Board of Directors took action at its September 4, 2024 meeting to implement the increase in contribution percentage of 1.61% for the retirement plan with San Luis Obispo County Pension Trust (SLOCPT) in July 2025 rather than January 2025, and the RTA will assume the 1.61% pickup. This is related to management, administration and confidential employees, and does not include the employees who are covered by the CBA with Teamsters Local 986.

Proposed Budget Calendar

- February 12 Detailed budget assumptions and revenue forecast to Executive Committee.
- March 5 Obtain Board concurrence on proposed draft budget assumptions.
- March 31 Based on feedback from Executive Committee draft FY26 Budget Draft complete.

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- April 2 Draft FY26 Budget presentation to Executive Committee
- April 10 Formal FY26 Budget presentation to RTAC
- May 7 Final Board Budget presentation; Board adoption of FY26 Budget

Staff Recommendation for Executive Committee:

Recommend staff provide the FY25-26 budget assumptions and budget calendar to the Board for approval at the March 5th Board meeting, so that a detailed work plan and budget may be developed.

No meeting held due to lack of quorum.

Staff Recommendation for the Board:

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

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - RTA Core Service
OPERATING REVENUE BUDGET FOR 2025/2026**

	2023/2024 Combined Actual	2024/25 Adopted Combined Budget	2024/25 Adopted RTA Core Budget	2025/26 Proposed Combined Budget	2025/26 Proposed RTA Core Budget	2026/27 Projected Combined Budget	2026/27 Projected RTA Core Budget
FUNDING SOURCES:							
GENERAL RESERVES	3,126,375	5,268,920	3,966,150	5,781,220	3,501,760	3,662,130	2,337,610
1. ESTIMATED FUND BALANCE	3,126,375	5,268,920	3,966,150	5,781,220	3,501,760	3,662,130	2,337,610
2. LESS REQUIRED RESERVES FOR FISCAL YEAR							
CASH FLOW REQUIREMENTS PER TDA	5,268,920	3,241,530	2,394,400	3,462,130	2,337,610	3,783,700	2,616,360
OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS	1,935,612	495,210	495,210	200,000	-	-	-
TOTAL	7,204,532	3,736,740	2,889,610	3,662,130	2,337,610	3,783,700	2,616,360
3. FUND BALANCE AVAILABLE	(4,078,157)	1,532,180	1,076,540	2,119,090	1,164,150	7,445,830	(278,750)
NON TDA SOURCES							
FARES	1,085,887	1,022,170	749,660	1,148,820	849,760	1,206,260	892,250
MANAGEMENT CONTRACT	304,080	321,860	321,860	-	-	-	-
INTEREST	108,428	60,000	60,000	135,000	135,000	135,000	135,000
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	1,390,524	1,448,590	350,270	1,561,990	494,440	1,725,730	637,120
RURAL TRANSIT FUND (Administration)	30,000	30,000	30,000	285,410	285,410	280,000	280,000
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	543,572	840,000	840,000	850,500	850,500	867,600	867,600
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating	777,370	792,910	792,910	927,000	927,000	945,600	945,600
FTA (Section 5311) - Operating CARES/CRRSAA/ARPA	635,900	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	2,184,810	1,489,500	1,133,000	1,742,500	1,155,700	1,777,300	1,178,800
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	814,377	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	2,719,755	1,930,000	950,000	2,006,500	969,600	1,893,700	989,000
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	115,240	147,210	147,210	113,670	113,670	123,860	123,860
CUESTA CONTRIBUTION NORTH COUNTY	40,580	40,580	-	40,580	-	40,580	-
SPECIAL EVENTS REVENUE/OTHER	440,462	111,710	-	454,990	377,390	454,990	377,390
4. SUB TOTAL	11,190,985	8,234,530	5,374,910	9,266,960	6,158,470	9,450,620	6,426,620
5. TOTAL FUND BALANCE & NON TDA FUNDING	7,112,828	9,766,710	6,451,450	11,386,050	7,322,620	16,896,450	6,147,870
TDA REQUIRED							
CITY OF ARROYO GRANDE	717,519	643,532	388,962	774,778	361,707	1,053,491	483,260
CITY OF ATASCADERO	726,795	655,562	655,562	754,623	610,453	1,005,147	815,597
CITY OF GROVER BEACH	498,389	447,657	270,572	538,989	251,629	732,881	336,189
CITY OF MORRO BAY	249,562	222,999	222,999	469,201	206,871	539,161	276,391
CITY OF PASO ROBLES	1,229,571	880,099	666,109	1,020,544	623,114	1,406,292	832,512
CITY OF PISMO BEACH	313,027	282,412	170,694	338,828	158,183	460,715	211,340
CITY OF SAN LUIS OBISPO	1,445,058	1,295,399	1,295,399	1,206,522	1,206,522	1,611,976	1,611,976
COUNTY OF SAN LUIS OBISPO	4,337,340	3,968,350	3,526,363	3,506,354	3,284,421	5,092,287	4,388,156
TDA REQUIREMENTS BEFORE 5311 EXCHANGE	9,517,261	8,396,010	7,196,660	8,609,840	6,702,900	11,901,950	8,955,420
LESS: RURAL TRANSIT FUND/5311 EXCHANGE	(1,413,270)	(792,910)	(792,910)	(927,000)	(927,000)	(945,600)	(945,600)
6. NET TDA REQUIREMENTS	8,103,991	7,603,100	6,403,750	7,682,840	5,775,900	10,956,350	8,009,820
7. TOTAL FUNDING SOURCES	15,216,819	17,369,810	12,855,200	19,068,890	13,098,520	27,852,800	14,157,690
8. FUNDING USES:	-	-	-	-	-	-	-
ADMINISTRATION	2,053,362	2,381,810	2,055,910	3,060,070	2,085,030	3,084,400	2,140,200
PERS BUYOUT	178,308	178,310	178,310	178,310	178,310	-	-
BUILDING DECOMMISSIONING	-	-	-	-	-	-	-
MANAGEMENT CONTRACTS	304,080	321,860	-	-	-	-	-
SERVICE DELIVERY	12,681,069	14,287,790	10,474,470	15,606,510	10,691,260	16,960,460	11,858,930
CONTINGENCY	-	200,040	146,510	224,000	143,920	240,540	158,560
9. TOTAL FUNDING USES	15,216,819	17,369,810	12,855,200	19,068,890	13,098,520	20,285,400	14,157,690

Population
Based

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - RTA Core Service
CAPITAL AND PLANNING REVENUE BUDGET FOR 2025/2026**

		2023/2024 Combined Acutal Capital Expense	2024/25 Combined Adopted Capital Budget	2024/25 Amendment #1 RTA Core Capital Budget	2025/26 Proposed Combined Capital Budget	2025/26 Proposed RTA Core Capital Budget	2026/27 Projected Combined Capital Budget	2026/27 Projected RTA Core Capital Budget
FUNDING SOURCES:								
BEGINNING CAPITAL PROJECTS RESERVE								
1.	ESTIMATED FUND BALANCE	1,244,550	1,239,550	971,170	1,379,960	995,250	1,561,430	1,164,780
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR							
CAPITAL PROJECTS RESERVE								
	TOTAL	1,271,785	1,247,390	995,250	1,561,430	1,164,780	1,334,480	978,170
3.	FUND BALANCE AVAILABLE	(27,235)	(7,840)	(24,080)	(181,470)	(169,530)	226,950	186,610
NON TDA SOURCES								
STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION		685,476	818,670	506,350	442,280	294,740	278,540	152,060
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)		254,963	-	-	-	-	-	-
STATE OF GOOD REPAIR		467,457	465,920	465,920	618,280	407,570	-	-
SB125		-	700,000	700,000	-	-	-	-
Infrastructure (including fare program)		-	-	-	8,654,010	6,462,090	-	-
Fixed Route Electric		-	-	-	1,220,000	804,230	5,552,000	3,592,480
RURAL TRANSIT FUND (Capital)		40,433	9,490	-	2,417,660	1,455,200	202,360	138,580
FEDERAL TRANSIT ADM (FTA) (Section 5307)		2,132,343	2,556,130	2,155,270	-	-	-	-
Fixed Route Electric		-	-	-	2,280,400	1,503,250	4,042,200	2,614,200
Fixed Route Non-Electric		-	-	-	-	-	-	-
Demand Response Electric		-	-	-	-	-	223,800	223,800
Demand Response Non-Electric		-	-	-	451,500	451,500	140,400	-
ADA Minivans		-	-	-	517,700	517,700	148,200	148,200
Support Vehicles		-	-	-	37,300	25,560	61,600	42,460
Trolley		-	-	-	-	-	-	-
Bus Stop Improvements		-	-	-	86,500	57,060	87,800	56,810
Vehicle Maintenance Equipment		-	-	-	39,700	27,190	40,400	28,270
FEDERAL TRANSIT ADM (FTA) (Section 5339)		1,000,283	880,730	828,510	-	-	-	-
Vehicle Engine Rehab		-	-	-	300,000	172,210	-	-
Fixed Route Electric		-	-	-	6,615,210	4,360,790	-	-
Dial-A-Ride Vehicle Replacement		-	-	-	-	-	-	-
OTHER		-	345,750	345,750	1,242,000	818,730	-	-
4.		-	-	-	-	-	-	-
5.	TOTAL FUND BALANCE & NON TDA FUNDING	4,580,954	5,776,690	5,001,800	24,922,540	17,357,820	10,777,300	6,996,860
		4,553,720	5,768,850	4,977,720	24,741,070	17,188,290	11,004,250	7,183,470
TDA REQUIRED								
CITY OF ARROYO GRANDE		25,655	24,938	24,938	24,718	24,718	24,718	24,718
CITY OF ATASCADERO		42,743	42,378	42,378	41,717	41,717	41,717	41,717
CITY OF GROVER BEACH		17,820	18,631	18,631	17,196	17,196	17,196	17,196
CITY OF MORRO BAY		14,677	14,364	14,364	14,137	14,137	14,137	14,137
CITY OF PASO ROBLES		43,720	44,020	44,020	42,582	42,582	42,582	42,582
CITY OF PISMO BEACH		11,192	11,475	11,475	10,810	10,810	10,810	10,810
CITY OF SAN LUIS OBISPO		84,985	84,985	84,985	82,451	82,451	82,451	82,451
COUNTY OF SAN LUIS OBISPO		231,349	231,349	231,349	224,449	224,449	224,449	224,449
TDA REQUIREMENTS FOR TIFIA LOAN REPAYMENT		472,140	472,140	472,140	458,060	458,060	458,060	458,060
6.	FINANCING FOR BUS MAINTNEANCE FACILITY	-	-	-	-	-	-	-
7.	TOTAL FUNDING SOURCES	5,025,860	6,240,990	5,449,860	25,199,130	17,646,350	11,462,310	7,641,530
FUNDING USES:								
CAPITAL		4,370,515	3,004,060	2,506,130	16,021,710	10,726,200	11,004,250	7,183,470
LOAN PAYMENTS		444,906	472,140	472,140	458,060	458,060	458,060	458,060
SHORT RANGE TRANSIT PLAN		158,686	92,030	92,030	65,350	-	-	-
REGIONAL CONTACTLESS FARE PAYMENT SYSTEM		-	-	-	388,000	255,650	-	-
REGIONAL CONTACTLESS CHARGING		-	-	-	2,266,000	2,096,120	-	-
REGIONAL BUS CHARGING PROJECTS		51,753	2,379,560	2,379,560	4,000,020	2,740,220	-	-
MASTER PLANNING & IMPLEMENTION- OFFSITE FAST CHARGING		-	-	-	1,999,990	1,370,100	-	-
9.	TOTAL FUNDING USES	5,025,860	5,947,790	5,449,860	25,199,130	17,646,350	11,462,310	7,641,530

Population Based

18%
49%

		Total Adopted Budget	Weekday Proposed Budget	Express Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Proposed Budget	Projected Budget
		FY 2024-25	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2026-27
Route 9								
	<u>Measure:</u>							
	Annual Hours	13,050	10,600	790	720	650	12,760	12,760
	Annual Miles	329,730	254,390	27,220	20,500	18,230	320,340	320,340
Administration:								
Total Administration (Net of Contracts)		\$ 383,160	\$ 377,740	\$ 33,690	\$ 27,820	\$ 24,930	\$ 464,180	\$ 444,580
Service Delivery:	<u>Basis:</u>							
Labor - Operations	hourly							
Bus Operators	hourly	\$ 867,930	\$ 732,560	\$ 54,600	\$ 49,760	\$ 44,920	\$ 881,840	\$ 901,010
Training Staff	hourly	\$ 65,770	\$ 49,450	\$ 3,690	\$ 3,360	\$ 3,030	\$ 59,530	\$ 61,400
Operations Supervisors/Schedulers	hourly	\$ 241,280	\$ 178,630	\$ 13,310	\$ 12,130	\$ 10,950	\$ 215,020	\$ 220,360
Ops. Mgt. / Oversight	hourly	\$ 69,780	\$ 56,240	\$ 4,190	\$ 3,820	\$ 3,450	\$ 67,700	\$ 70,930
Labor - Operations Workers Comp	hourly	\$ 56,090	\$ 45,060	\$ 3,360	\$ 3,060	\$ 2,760	\$ 54,240	\$ 55,010
Labor - Maintenance	miles	\$ 336,810	\$ 295,350	\$ 31,600	\$ 23,800	\$ 21,170	\$ 371,920	\$ 385,100
Labor - Maintenance Workers Comp	miles	\$ 16,640	\$ 15,720	\$ 1,680	\$ 1,270	\$ 1,130	\$ 19,800	\$ 20,270
Fuel	miles	\$ 272,410	\$ 233,710	\$ 25,010	\$ 18,830	\$ 16,750	\$ 294,300	\$ 294,300
Insurance	miles	\$ 175,850	\$ 170,590	\$ 18,250	\$ 13,750	\$ 12,220	\$ 214,810	\$ 246,500
Maintenance (parts, supplies, materials)	miles	\$ 184,850	\$ 138,320	\$ 14,800	\$ 11,150	\$ 9,910	\$ 174,180	\$ 182,240
Maintenance Contract Costs	miles	\$ 27,080	\$ 21,310	\$ 2,280	\$ 1,720	\$ 1,530	\$ 26,840	\$ 26,310
Total Operations		\$ 2,314,490	\$ 1,936,940	\$ 172,770	\$ 142,650	\$ 127,820	\$ 2,380,180	\$ 2,463,430
Capital/Studies:								
Total Capital Outlay		\$ 156,140	\$ 4,376,580	\$ 390,380	\$ 322,320	\$ 288,820	\$ 5,378,100	\$ 2,599,700
Contingency	hourly	\$ 32,370	\$ 25,320	\$ 1,890	\$ 1,720	\$ 1,550	\$ 30,480	\$ 30,990
PERS Buyout	operations cost	\$ 39,400	\$ 32,300	\$ 2,880	\$ 2,380	\$ 2,130	\$ 39,690	\$ -
Loan Repayment	operations cost	\$ 104,340	\$ 82,990	\$ 7,400	\$ 6,110	\$ 5,480	\$ 101,980	\$ 95,150
TOTAL FUNDING USES		\$ 3,029,900	\$ 6,831,870	\$ 609,010	\$ 503,000	\$ 450,730	\$ 8,394,610	\$ 5,633,850
TOTAL NON-CAPITAL EXPENDITURES		\$ 2,769,420	\$ 2,372,300	\$ 211,230	\$ 174,570	\$ 156,430	\$ 2,914,530	\$ 2,939,000

		Total Adopted Budget	Weekday Proposed Budget	Express Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Proposed Budget	Projected Budget
		FY 2024-25	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2026-27
Route 10								
	<u>Measure:</u>							
	Annual Hours	11,260	9,280	600	680	540	11,100	11,100
	Annual Miles	318,120	277,190	18,100	20,640	16,510	332,440	332,440
Administration:								
Total Administration (Net of Contracts)		\$ 347,720	\$ 367,250	\$ 23,860	\$ 27,130	\$ 21,630	\$ 439,870	\$ 421,720
Service Delivery:	<u>Basis:</u>							
Labor - Operations	hourly							
Bus Operators	hourly	\$ 748,870	\$ 641,340	\$ 41,470	\$ 46,990	\$ 37,320	\$ 767,120	\$ 783,790
Training Staff	hourly	\$ 56,750	\$ 43,290	\$ 2,800	\$ 3,170	\$ 2,520	\$ 51,780	\$ 53,420
Operations Supervisors/Schedulers	hourly	\$ 208,200	\$ 156,390	\$ 10,110	\$ 11,460	\$ 9,100	\$ 187,060	\$ 191,690
Ops. Mgt. / Oversight	hourly	\$ 60,220	\$ 49,230	\$ 3,180	\$ 3,610	\$ 2,860	\$ 58,880	\$ 61,700
Labor - Operations Workers Comp	hourly	\$ 48,390	\$ 39,450	\$ 2,550	\$ 2,890	\$ 2,300	\$ 47,190	\$ 47,850
Labor - Maintenance	miles	\$ 324,950	\$ 321,820	\$ 21,010	\$ 23,960	\$ 19,170	\$ 385,960	\$ 399,650
Labor - Maintenance Workers Comp	miles	\$ 16,050	\$ 17,130	\$ 1,120	\$ 1,280	\$ 1,020	\$ 20,550	\$ 21,040
Fuel	miles	\$ 262,820	\$ 254,650	\$ 16,630	\$ 18,960	\$ 15,170	\$ 305,410	\$ 305,410
Insurance	miles	\$ 169,670	\$ 185,880	\$ 12,140	\$ 13,840	\$ 11,070	\$ 222,930	\$ 255,810
Maintenance (parts, supplies, materials)	miles	\$ 178,340	\$ 150,720	\$ 9,840	\$ 11,220	\$ 8,980	\$ 180,760	\$ 189,120
Maintenance Contract Costs	miles	\$ 26,130	\$ 23,220	\$ 1,520	\$ 1,730	\$ 1,380	\$ 27,850	\$ 27,310
Total Operations		\$ 2,100,390	\$ 1,883,120	\$ 122,370	\$ 139,110	\$ 110,890	\$ 2,255,490	\$ 2,336,790
Capital/Studies:								
Total Capital Outlay		\$ 141,700	\$ 4,373,870	\$ 284,230	\$ 323,100	\$ 257,560	\$ 5,238,760	\$ 2,466,050
Contingency	hourly	\$ 29,380	\$ 22,170	\$ 1,430	\$ 1,620	\$ 1,290	\$ 26,510	\$ 26,960
PERS Buyout	operations cost	\$ 35,760	\$ 31,410	\$ 2,040	\$ 2,320	\$ 1,850	\$ 37,620	\$ -
Loan Repayment	operations cost	\$ 94,680	\$ 80,680	\$ 5,240	\$ 5,960	\$ 4,750	\$ 96,630	\$ 90,260
TOTAL FUNDING USES		\$ 2,749,630	\$ 6,758,500	\$ 439,170	\$ 499,240	\$ 397,970	\$ 8,094,880	\$ 5,341,780
TOTAL NON-CAPITAL EXPENDITURES		\$ 2,513,250	\$ 2,303,950	\$ 149,700	\$ 170,180	\$ 135,660	\$ 2,759,490	\$ 2,785,470

		Total Adopted Budget	Weekday Proposed Budget	Weekday Rte 14 Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Proposed Budget	Projected Budget
		<u>FY 2024-25</u>	<u>FY 2025-26</u>	<u>FY 2025-26</u>	<u>FY 2025-26</u>	<u>FY 2025-26</u>	<u>FY 2025-26</u>	<u>FY 2026-27</u>
Route 12, and Route 14 Tripper								
	<u>Measure:</u>							
	Annual Hours	7,250	6,480	110	510	590	7,690	7,690
	Annual Miles	429,300	170,060	1,800	12,390	14,730	198,980	198,980
Administration:								
Total Administration (Net of Contracts)		\$ 338,120	\$ 240,680	\$ 3,350	\$ 18,280	\$ 21,410	\$ 283,720	\$ 271,790
Service Delivery:	<u>Basis:</u>							
Labor - Operations	hourly							
Bus Operators	hourly	\$ 482,180	\$ 447,830	\$ 7,600	\$ 35,250	\$ 40,770	\$ 531,450	\$ 543,010
Training Staff	hourly	\$ 36,540	\$ 30,230	\$ 510	\$ 2,380	\$ 2,750	\$ 35,870	\$ 37,010
Operations Supervisors/Schedulers	hourly	\$ 134,040	\$ 109,200	\$ 1,850	\$ 8,590	\$ 9,940	\$ 129,580	\$ 132,800
Ops. Mgt. / Oversight	hourly	\$ 38,780	\$ 34,380	\$ 580	\$ 2,710	\$ 3,130	\$ 40,800	\$ 42,750
Labor - Operations Workers Comp	hourly	\$ 31,150	\$ 27,550	\$ 470	\$ 2,170	\$ 2,510	\$ 32,700	\$ 33,150
Labor - Maintenance	miles	\$ 438,520	\$ 197,440	\$ 2,090	\$ 14,380	\$ 17,100	\$ 231,010	\$ 239,210
Labor - Maintenance Workers Comp	miles	\$ 21,660	\$ 10,510	\$ 110	\$ 770	\$ 910	\$ 12,300	\$ 12,590
Fuel	miles	\$ 354,680	\$ 156,230	\$ 1,650	\$ 11,380	\$ 13,530	\$ 182,790	\$ 182,800
Insurance	miles	\$ 228,960	\$ 114,040	\$ 1,210	\$ 8,310	\$ 9,880	\$ 133,440	\$ 153,120
Maintenance (parts, supplies, materials)	miles	\$ 240,660	\$ 92,470	\$ 980	\$ 6,740	\$ 8,010	\$ 108,200	\$ 113,200
Maintenance Contract Costs	miles	\$ 35,260	\$ 14,250	\$ 150	\$ 1,040	\$ 1,230	\$ 16,670	\$ 16,340
Total Operations		\$ 2,042,430	\$ 1,234,130	\$ 17,200	\$ 93,720	\$ 109,760	\$ 1,454,810	\$ 1,505,980
Capital/Studies:								
Total Capital Outlay		\$ 137,790	\$ 3,032,110	\$ 42,260	\$ 230,260	\$ 269,670	\$ 3,574,300	\$ 1,589,290
Contingency	hourly	\$ 28,570	\$ 15,480	\$ 260	\$ 1,220	\$ 1,410	\$ 18,370	\$ 18,680
PERS Buyout	operations cost	\$ 34,770	\$ 20,580	\$ 290	\$ 1,560	\$ 1,830	\$ 24,260	\$ -
Loan Repayment	operations cost	\$ 92,060	\$ 52,880	\$ 740	\$ 4,020	\$ 4,700	\$ 62,340	\$ 58,170
TOTAL FUNDING USES		\$ 2,673,740	\$ 4,595,860	\$ 64,100	\$ 349,060	\$ 408,780	\$ 5,417,800	\$ 3,443,910
TOTAL NON-CAPITAL EXPENDITURES		\$ 2,443,890	\$ 1,510,870	\$ 21,100	\$ 114,780	\$ 134,410	\$ 1,781,160	\$ 1,796,450

3/25/2025
9:02 AM

		Total Adopted Budget	Weekday Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Adopted Budget	Projected Budget
		FY 2024-25	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2026-27
Route 15							
	Measure:						
	Annual Hours	3,220	2,580	620	390	3,590	3,590
	Annual Miles	99,560	78,150	16,560	9,970	104,680	104,680
Administration:							
Total Administration (Net of Contracts)		\$ 103,800	\$ 102,830	\$ 23,220	\$ 14,310	\$ 140,360	\$ 134,550
Service Delivery:	Basis:						
Labor - Operations	hourly						
Bus Operators	hourly	\$ 214,160	\$ 178,300	\$ 42,850	\$ 26,950	\$ 248,100	\$ 253,500
Training Staff	hourly	\$ 16,230	\$ 12,040	\$ 2,890	\$ 1,820	\$ 16,750	\$ 17,280
Operations Supervisors/Schedulers	hourly	\$ 59,540	\$ 43,480	\$ 10,450	\$ 6,570	\$ 60,500	\$ 62,000
Ops. Mgt. / Oversight	hourly	\$ 17,220	\$ 13,690	\$ 3,290	\$ 2,070	\$ 19,050	\$ 19,960
Labor - Operations Workers Comp	hourly	\$ 13,840	\$ 10,970	\$ 2,640	\$ 1,660	\$ 15,270	\$ 15,480
Labor - Maintenance	miles	\$ 101,710	\$ 90,730	\$ 19,230	\$ 11,580	\$ 121,540	\$ 125,840
Labor - Maintenance Workers Comp	miles	\$ 5,030	\$ 4,830	\$ 1,020	\$ 620	\$ 6,470	\$ 6,620
Fuel	miles	\$ 82,250	\$ 71,800	\$ 15,210	\$ 9,160	\$ 96,170	\$ 96,170
Insurance	miles	\$ 53,100	\$ 52,410	\$ 11,100	\$ 6,690	\$ 70,200	\$ 80,550
Maintenance (parts, supplies, materials)	miles	\$ 55,800	\$ 42,490	\$ 9,000	\$ 5,420	\$ 56,910	\$ 59,550
Maintenance Contract Costs	miles	\$ 8,190	\$ 6,550	\$ 1,390	\$ 840	\$ 8,780	\$ 8,600
Total Operations		\$ 627,070	\$ 527,290	\$ 119,070	\$ 73,380	\$ 719,740	\$ 745,550
Capital/Studies:							
Total Capital Outlay		\$ 42,300	\$ 229,530	\$ 51,840	\$ 31,940	\$ 313,310	\$ 10,750
Contingency	hourly	\$ 8,780	\$ 6,160	\$ 1,480	\$ 930	\$ 8,570	\$ 8,720
PERS Buyout	operations cost	\$ 10,670	\$ 8,790	\$ 1,990	\$ 1,220	\$ 12,000	\$ -
Loan Repayment	operations cost	\$ 28,270	\$ 22,590	\$ 5,100	\$ 3,140	\$ 30,830	\$ 28,800
TOTAL FUNDING USES		\$ 820,890	\$ 897,190	\$ 202,700	\$ 124,920	\$ 1,224,810	\$ 928,370
TOTAL NON-CAPITAL EXPENDITURES		\$ 750,320	\$ 645,070	\$ 145,760	\$ 89,840	\$ 880,670	\$ 888,820

		Total Adopted Budget	Total Proposed Budget	Projected Budget
		FY 2024-25	FY 2025-26	FY 2026-27
Runabout				
	<u>Measure:</u>			
	Annual Hours	22,890	25,120	30,140
	Annual Miles	360,550	396,690	476,030
Administration:				
Total Administration (Net of Contracts)		\$ 561,230	\$ 756,890	\$ 867,560
Service Delivery:	<u>Basis:</u>			
Labor - Operations	hourly			
Bus Operators	hourly	\$ 1,522,360	\$ 1,736,050	\$ 2,128,250
Training Staff	hourly	\$ 115,360	\$ 117,190	\$ 145,040
Operations Supervisors/Schedulers	hourly	\$ 423,220	\$ 423,340	\$ 520,500
Ops. Mgt. / Oversight	hourly	\$ 122,400	\$ 133,270	\$ 167,540
Labor - Operations Workers Comp	hourly	\$ 98,380	\$ 106,780	\$ 129,930
Labor - Maintenance	miles	\$ 368,300	\$ 460,560	\$ 572,260
Labor - Maintenance Workers Comp	miles	\$ 18,200	\$ 24,520	\$ 30,130
Fuel	miles	\$ 297,870	\$ 364,440	\$ 437,330
Insurance	miles	\$ 192,290	\$ 266,010	\$ 366,310
Maintenance (parts, supplies, materials)	miles	\$ 202,120	\$ 215,690	\$ 270,810
Maintenance Contract Costs	miles	\$ 29,620	\$ 33,230	\$ 39,100
Total Operations		\$ 3,390,120	\$ 3,881,080	\$ 4,807,200
Capital/Studies:				
Total Capital Outlay		\$ 946,240	\$ 2,683,870	\$ 517,690
Contingency	hourly	\$ 47,420	\$ 60,000	\$ 73,210
PERS Buyout	operations cost	\$ 57,710	\$ 64,730	\$ -
Loan Repayment	operations cost	\$ 152,810	\$ 166,280	\$ 185,680
TOTAL FUNDING USES		\$ 5,155,530	\$ 7,612,850	\$ 6,451,340
TOTAL NON-CAPITAL EXPENDITURES		\$ 4,056,480	\$ 4,762,700	\$ 5,747,970

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Fiscal Year 2025/2026

Operating Budget

**County of San Luis Obispo Services
For Transit Services in the Unincorporated
Areas of San Luis Obispo County**

May 7, 2025

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - County Service
OPERATING REVENUE BUDGET FOR 2025/2026**

	2023/2024 Combined Actual	2024/25 Adopted County Budget	2025/26 Proposed County Budget	2026/27 Projected County Budget
FUNDING SOURCES:				
GENERAL RESERVES	3,126,375	226,770	498,740	153,000
1. ESTIMATED FUND BALANCE	3,126,375	226,770	498,740	153,000
2. LESS REQUIRED RESERVES FOR FISCAL YEAR				
CASH FLOW REQUIREMENTS PER TDA	5,268,920	166,170	153,000	165,920
OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS	1,935,612	-	-	-
TOTAL	7,204,532	166,170	153,000	165,920
3. FUND BALANCE AVAILABLE	(4,078,157)	60,600	345,740	(12,920)
NON TDA SOURCES				
FARES	1,085,887	18,420	20,260	21,270
MANAGEMENT CONTRACT	304,080	-	-	-
INTEREST	108,428	-	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	1,390,524	369,370	317,960	315,610
RURAL TRANSIT FUND (Administration)	30,000	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	543,572	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating	777,370	-	-	-
FTA (Section 5311) - Operating CARES/CRRSAA/ARPA	635,900	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	2,184,810	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	814,377	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	2,719,755	35,540	38,820	39,600
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	115,240	-	-	-
CUESTA CONTRIBUTION NORTH COUNTY	40,580	-	-	-
SPECIAL EVENTS REVENUE/OTHER	440,462	-	-	-
4. SUB TOTAL	11,190,985	423,330	377,040	376,480
5. TOTAL FUND BALANCE & NON TDA FUNDING	7,112,828	483,930	722,780	363,560
TDA REQUIRED				
CITY OF ARROYO GRANDE	717,519	-	-	-
CITY OF ATASCADERO	726,795	-	-	-
CITY OF GROVER BEACH	498,389	-	-	-
CITY OF MORRO BAY	249,562	-	-	-
CITY OF PASO ROBLES	1,229,571	-	-	-
CITY OF PISMO BEACH	313,027	-	-	-
CITY OF SAN LUIS OBISPO	1,445,058	-	-	-
COUNTY OF SAN LUIS OBISPO	4,337,340	338,480	58,510	478,530
TDA REQUIREMENTS BEFORE 5311 EXCHANGE	9,517,261	338,480	58,510	478,530
LESS: RURAL TRANSIT FUND/5311 EXCHANGE	(1,413,270)	-	-	-
6. NET TDA REQUIREMENTS	8,103,991	338,480	58,510	478,530
7. TOTAL FUNDING SOURCES	15,216,819	822,410	781,290	842,090
FUNDING USES:				
ADMINISTRATION	2,053,362	7,890	139,780	147,140
PERS BUYOUT	178,308	-	-	-
BUILDING DECOMMISSIONING	-	-	-	-
MANAGEMENT CONTRACTS	304,080	121,670	-	-
SERVICE DELIVERY	12,681,069	683,100	632,250	684,960
CONTINGENCY	-	9,750	9,260	9,990
9. TOTAL FUNDING USES	15,216,819	822,410	781,290	842,090

Population
Based

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - County Service
CAPITAL AND PLANNING REVENUE BUDGET FOR 2025/2026**

		2023/2024 Combined Actual Capital Expense	2024/25 Amendment #1 County Capital Budget	2025/26 Proposed County Capital Budget	2026/27 Projected County Capital Budget
FUNDING SOURCES:					
BEGINNING CAPITAL PROJECTS RESERVE		1,244,550	112,330	34,600	29,300
1.	ESTIMATED FUND BALANCE	1,244,550	112,330	34,600	29,300
2. LESS REQUIRED RESERVES FOR FISCAL YEAR					
CAPITAL PROJECTS RESERVE		1,271,785	34,600	29,300	26,520
TOTAL		1,271,785	34,600	29,300	26,520
3.	FUND BALANCE AVAILABLE	(27,235)	77,730	5,300	2,780
NON TDA SOURCES					
STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION		685,476	17,410	-	2,350
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)		254,963	-	-	-
STATE OF GOOD REPAIR		467,457	-	-	-
SB125		-	-	-	-
Infrastructure (including fare program)		-	-	243,070	-
Fixed Route Electric		-	-	-	-
RURAL TRANSIT FUND (Capital)		40,433	9,490	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307)		2,132,343	312,160	-	-
Fixed Route Electric		-	-	-	-
Fixed Route Non-Electric		-	-	-	-
Demand Response Electric		-	-	-	-
Demand Response Non-Electric		-	-	-	-
ADA Minivans		-	-	-	-
Support Vehicles		-	-	1,510	3,110
Trolley		-	-	-	-
Bus Stop Improvements		-	-	-	-
Vehicle Maintenance Equipment		-	-	1,610	1,630
FEDERAL TRANSIT ADM (FTA) (Section 5339)		1,000,283	52,220	-	-
Vehicle Engine Rehab		-	-	-	-
Fixed Route Electric		-	-	-	-
Dial-A-Ride Vehicle Replacement		-	-	-	-
OTHER		-	-	-	-
4.	SUB TOTAL	4,580,954	391,280	246,190	7,090
5.	TOTAL FUND BALANCE & NON TDA FUNDING	4,553,720	469,010	251,490	9,870
TDA REQUIRED					
CITY OF ARROYO GRANDE		25,655	-	-	-
CITY OF ATASCADERO		42,743	-	-	-
CITY OF GROVER BEACH		17,820	-	-	-
CITY OF MORRO BAY		14,677	-	-	-
CITY OF PASO ROBLES		43,720	-	-	-
CITY OF PISMO BEACH		11,192	-	-	-
CITY OF SAN LUIS OBISPO		84,985	-	-	-
COUNTY OF SAN LUIS OBISPO		231,349	-	-	-
TDA REQUIREMENTS FOR TIFIA LOAN REPAYMENT		472,140	-	-	-
6.	FINANCING FOR BUS MAINTNEANCE FACILITY	-	-	-	-
7.	TOTAL FUNDING SOURCES	5,025,860	469,010	251,490	9,870
8. FUNDING USES:					
CAPITAL		4,370,515	175,810	8,420	9,870
LOAN PAYMENTS		444,906	-	-	-
SHORT RANGE TRANSIT PLAN		158,686	-	-	-
REGIONAL CONTACTLESS FARE PAYMENT SYSTEM		-	-	-	-
REGIONAL CONTACTLESS CHARGING		-	-	-	-
REGIONAL BUS CHARGING PROJECTS		51,753	-	162,050	-
MASTER PLANNING & IMPLEMENTION- OFFSITE FAST CHARGING		-	-	81,020	-
9.	TOTAL FUNDING USES	5,025,860	175,810	251,490	9,870

		Total Adopted Budget	Total Proposed Budget	Projected Budget
		FY 2024-25	FY 2025-26	FY 2026-27
County Services				
Administration:				
Total Administration (Net of Contracts)		\$ 129,560	\$ 139,780	\$ 147,140
Service Delivery:				
Labor - Operations	hourly			
Bus Operators	hourly	\$ 301,170	\$ 318,710	\$ 343,820
Training Staff	hourly	\$ 22,820	\$ 23,950	\$ 26,080
Operations Supervisors/Schedulers	hourly	\$ 83,730	\$ 80,700	\$ 87,320
Ops. Mgt. / Oversight	hourly	\$ 24,220	\$ 29,360	\$ 32,480
Labor - Operations Workers Comp	hourly	\$ 19,460	\$ 17,650	\$ 18,900
Labor - Maintenance	miles	\$ 107,860	\$ 41,340	\$ 44,760
Labor - Maintenance Workers Comp	miles	\$ 5,330	\$ 2,230	\$ 2,390
Fuel	miles	\$ 35,870	\$ 36,010	\$ 37,660
Insurance	miles	\$ 23,150	\$ 27,540	\$ 33,050
Special Transit (Senior Vans, Incentives, etc)	n/a	\$ 33,500	\$ 32,070	\$ 34,930
Maintenance (parts, supplies, materials)	miles	\$ 21,930	\$ 18,200	\$ 18,690
Maintenance Contract Costs	miles	\$ 4,060	\$ 4,490	\$ 4,880
Total Operations		\$ 683,100	\$ 632,250	\$ 684,960
Capital/Studies:				
Total Capital Outlay		\$ 21,000	\$ 251,490	\$ 9,870
Contingency				
	hourly	\$ 9,750	\$ 9,260	\$ 9,990
Loan Repayment				
	operations cost	\$ -	\$ -	\$ -
TOTAL FUNDING USES		\$ 843,410	\$ 1,032,780	\$ 851,960
TOTAL NON-CAPITAL EXPENDITURES		\$ 822,410	\$ 781,290	\$ 842,090

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Fiscal Year 2025/2026

Operating Budget

**Paso Robles Service
For Transit Services in the City of Paso Robles**

May 7, 2025

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - Paso Robles Service
OPERATING REVENUE BUDGET FOR 2025/2026**

	2023/2024 Combined Actual	2024/25 Adopted Paso Robles Budget	2025/26 Proposed Paso Robles Budget	2026/27 Projected Paso Robles Budget
FUNDING SOURCES:				
GENERAL RESERVES	3,126,375	316,140	406,540	228,980
1. ESTIMATED FUND BALANCE	3,126,375	316,140	406,540	228,980
2. LESS REQUIRED RESERVES FOR FISCAL YEAR				
CASH FLOW REQUIREMENTS PER TDA	5,268,920	200,770	228,980	236,230
OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS	1,935,612	-	-	-
TOTAL	7,204,532	200,770	228,980	236,230
3. FUND BALANCE AVAILABLE	(4,078,157)	115,370	177,560	(7,250)
NON TDA SOURCES				
FARES	1,085,887	146,850	118,870	124,810
MANAGEMENT CONTRACT	304,080	-	-	-
INTEREST	108,428	-	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	1,390,524	295,060	216,080	236,450
RURAL TRANSIT FUND (Administration)	30,000	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	543,572	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating	777,370	-	-	-
FTA (Section 5311) - Operating CARES/CRRSAA/ARPA	635,900	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	2,184,810	356,500	363,600	370,900
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	814,377	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	2,719,755	-	-	-
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	115,240	-	-	-
CUESTA CONTRIBUTION NORTH COUNTY	40,580	40,580	40,580	40,580
SPECIAL EVENTS REVENUE/OTHER	440,462	-	52,400	52,400
4. SUB TOTAL	11,190,985	838,990	791,530	825,140
5. TOTAL FUND BALANCE & NON TDA FUNDING	7,112,828	954,360	969,090	817,890
TDA REQUIRED				
CITY OF ARROYO GRANDE	717,519	-	-	-
CITY OF ATASCADERO	726,795	-	-	-
CITY OF GROVER BEACH	498,389	-	-	-
CITY OF MORRO BAY	249,562	-	-	-
CITY OF PASO ROBLES	1,229,571	213,990	397,430	573,780
CITY OF PISMO BEACH	313,027	-	-	-
CITY OF SAN LUIS OBISPO	1,445,058	-	-	-
COUNTY OF SAN LUIS OBISPO	4,337,340	-	-	-
TDA REQUIREMENTS BEFORE 5311 EXCHANGE	9,517,261	213,990	397,430	573,780
LESS: RURAL TRANSIT FUND/5311 EXCHANGE	(1,413,270)	-	-	-
6. NET TDA REQUIREMENTS	8,103,991	213,990	397,430	573,780
7. TOTAL FUNDING SOURCES	15,216,819	1,168,350	1,366,520	1,391,670
8. FUNDING USES:				
ADMINISTRATION	2,053,362	104,950	219,930	209,830
PERS BUYOUT	178,308	-	-	-
BUILDING DECOMMISSIONING	-	-	-	-
MANAGEMENT CONTRACTS	304,080	59,030	-	-
SERVICE DELIVERY	12,681,069	990,520	1,127,760	1,162,700
CONTINGENCY	-	13,850	18,830	19,140
9. TOTAL FUNDING USES	15,216,819	1,168,350	1,366,520	1,391,670

Population
Based

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - Paso Robles Service
CAPITAL AND PLANNING REVENUE BUDGET FOR 2025/2026**

		2023/2024 Combined Acutal Capital Expense	2024/25 Adopted Paso Robles Capital Budget	2025/26 Proposed Paso Robles Capital Budget	2026/27 Projected Paso Robles Capital Budget
FUNDING SOURCES:					
	BEGINNING CAPITAL PROJECTS RESERVE	1,244,550	10,420	68,840	112,550
1.	ESTIMATED FUND BALANCE	1,244,550	10,420	68,840	112,550
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR				
	CAPITAL PROJECTS RESERVE	1,271,785	68,840	112,550	100,630
	TOTAL	1,271,785	68,840	112,550	100,630
3.	FUND BALANCE AVAILABLE	(27,235)	(58,420)	(43,710)	11,920
NON TDA SOURCES					
	STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION	685,476	125,240	51,970	31,600
	LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)	254,963	-	-	-
	STATE OF GOOD REPAIR	467,457	-	62,910	-
	SB125	-	-	-	-
	Infrastructure (including fare program)	-	-	638,740	-
	Fixed Route Electric	-	-	124,130	662,040
	RURAL TRANSIT FUND (Capital)	40,433	-	193,360	21,550
	FEDERAL TRANSIT ADM (FTA) (Section 5307)	2,132,343	-	-	-
	Fixed Route Electric	-	-	232,020	482,460
	Fixed Route Non-Electric	-	-	-	-
	Demand Response Electric	-	-	-	-
	Demand Response Non-Electric	-	-	-	-
	ADA Minivans	-	-	-	-
	Support Vehicles	-	-	2,690	4,220
	Trolley	-	-	-	-
	Bus Stop Improvements	-	-	8,790	10,470
	Vehicle Maintenance Equipment	-	-	2,870	2,760
	FEDERAL TRANSIT ADM (FTA) (Section 5339)	1,000,283	-	-	-
	Vehicle Engine Rehab	-	-	38,150	-
	Fixed Route Electric	-	-	673,060	-
	Dial-A-Ride Vehicle Replacement	-	-	-	-
	OTHER	-	-	126,370	-
4.					
5.	TOTAL FUND BALANCE & NON TDA FUNDING	4,580,954	125,240	2,155,060	1,215,100
		4,553,720	66,820	2,111,350	1,227,020
TDA REQUIRED					
	CITY OF ARROYO GRANDE	25,655	-	-	-
	CITY OF ATASCADERO	42,743	-	-	-
	CITY OF GROVER BEACH	17,820	-	-	-
	CITY OF MORRO BAY	14,677	-	-	-
	CITY OF PASO ROBLES	43,720	-	-	-
	CITY OF PISMO BEACH	11,192	-	-	-
	CITY OF SAN LUIS OBISPO	84,985	-	-	-
	COUNTY OF SAN LUIS OBISPO	231,349	-	-	-
	TDA REQUIREMENTS FOR TIFIA LOAN REPAYMENT	472,140	-	-	-
6.	FINANCING FOR BUS MAINTNEANCE FACILITY	-	-	-	-
7.	TOTAL FUNDING SOURCES	5,025,860	66,820	2,111,350	1,227,020
8. FUNDING USES:					
	CAPITAL	4,370,515	66,820	1,472,610	1,227,020
	LOAN PAYMENTS	444,906	-	-	-
	SHORT RANGE TRANSIT PLAN	158,686	-	-	-
	REGIONAL CONTACTLESS FARE PAYMENT SYSTEM	-	-	35,290	-
	REGIONAL CONTACTLESS CHARGING	-	-	169,880	-
	REGIONAL BUS CHARGING PROJECTS	51,753	-	289,050	-
	MASTER PLANNING & IMPLEMENTION- OFFSITE FAST CHARGING	-	-	144,520	-
		-	-	-	-
9.	TOTAL FUNDING USES	5,025,860	66,820	2,111,350	1,227,020

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		Total Adopted Budget	Proposed Route A & B Budget	Proposed Paso DAR Budget	Proposed Tripper Budget	Total Proposed Budget	Projected Budget
		FY 2024-25	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2026-27
Paso Robles Services							
	Measure:						
	Annual Hours	7,170	6,250	1,430	200	7,880	7,880
	Annual Miles	89,720	82,820	12,930	2,600	98,350	98,350
Administration:							
Total Administration (Net of Contracts)		\$ 163,980	\$ 177,670	\$ 36,610	\$ 5,650	\$ 219,930	\$ 209,830
Service Delivery:							
	Basis:						
	Labor - Operations	hourly					
	Bus Operators	hourly	\$ 476,860	\$ 431,950	\$ 98,830	\$ 13,820	\$ 544,600
	Training Staff	hourly	\$ 36,140	\$ 29,160	\$ 6,670	\$ 930	\$ 36,760
	Operations Supervisors/Schedulers	hourly	\$ 132,560	\$ 105,340	\$ 24,100	\$ 3,370	\$ 132,810
	Ops. Mgt. / Oversight	hourly	\$ 38,340	\$ 33,160	\$ 7,590	\$ 1,060	\$ 41,810
	Labor - Operations Workers Comp	hourly	\$ 30,820	\$ 26,570	\$ 6,080	\$ 850	\$ 33,500
	Labor - Maintenance	miles	\$ 91,650	\$ 96,150	\$ 15,010	\$ 3,020	\$ 114,180
	Labor - Maintenance Workers Comp	miles	\$ 4,520	\$ 5,120	\$ 800	\$ 160	\$ 6,080
	Fuel	miles	\$ 74,120	\$ 76,090	\$ 11,880	\$ 2,390	\$ 90,360
	Insurance	miles	\$ 47,850	\$ 55,540	\$ 8,670	\$ 1,740	\$ 65,950
	Maintenance (parts, supplies, materials)	miles	\$ 50,290	\$ 45,030	\$ 7,030	\$ 1,410	\$ 53,470
	Maintenance Contract Costs	miles	\$ 7,370	\$ 6,940	\$ 1,080	\$ 220	\$ 8,240
Total Operations		\$ 990,520	\$ 911,050	\$ 187,740	\$ 28,970	\$ 1,127,760	\$ 1,162,700
Capital/Studies:							
Total Capital Outlay		\$ 66,820	\$ 1,973,890	\$ 74,680	\$ 62,780	\$ 2,111,350	\$ 1,227,020
Contingency		hourly	\$ 13,850	\$ 14,930	\$ 3,420	\$ 480	\$ 18,830
Loan Repayment		operations cost	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING USES		\$ 1,235,170	\$ 3,077,540	\$ 302,450	\$ 97,880	\$ 3,477,870	\$ 2,663,600
TOTAL NON-CAPITAL EXPENDITURES		\$ 1,168,350	\$ 1,103,650	\$ 227,770	\$ 35,100	\$ 1,366,520	\$ 1,391,670

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Fiscal Year 2025/2026

Operating Budget

**South County Service
For Transit Services in the Five Cities Area**

May 7, 2025

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - South County Service
OPERATING REVENUE BUDGET FOR 2025/2026**

	2023/2024 Combined Actual	2024/25 Adopted South County Budget	2025/26 Proposed South County Budget	2026/27 Projected South County Budget
FUNDING SOURCES:				
GENERAL RESERVES	3,126,375	759,860	744,920	516,370
1. ESTIMATED FUND BALANCE	3,126,375	759,860	744,920	516,370
2. LESS REQUIRED RESERVES FOR FISCAL YEAR				
CASH FLOW REQUIREMENTS PER TDA	5,268,920	480,190	516,370	532,420
OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS	1,935,612	-	-	-
TOTAL	7,204,532	480,190	516,370	532,420
3. FUND BALANCE AVAILABLE	(4,078,157)	279,670	228,550	(16,050)
NON TDA SOURCES				
FARES	1,085,887	107,240	117,930	123,830
MANAGEMENT CONTRACT	304,080	-	-	-
INTEREST	108,428	-	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	1,390,524	433,890	260,340	285,830
RURAL TRANSIT FUND (Administration)	30,000	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	543,572	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating	777,370	-	-	-
FTA (Section 5311) - Operating CARES/CRRSAA/ARPA	635,900	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	2,184,810	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	814,377	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	2,719,755	944,460	998,080	865,100
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	115,240	-	-	-
CUESTA CONTRIBUTION NORTH COUNTY	40,580	-	-	-
SPECIAL EVENTS REVENUE/OTHER	440,462	111,710	25,200	25,200
4. SUB TOTAL	11,190,985	1,597,300	1,401,550	1,299,960
5. TOTAL FUND BALANCE & NON TDA FUNDING	7,112,828	1,876,970	1,630,100	1,283,910
TDA REQUIRED				
CITY OF ARROYO GRANDE	717,519	254,570	413,071	570,232
CITY OF ATASCADERO	726,795	-	-	-
CITY OF GROVER BEACH	498,389	177,086	287,361	396,693
CITY OF MORRO BAY	249,562	-	-	-
CITY OF PASO ROBLES	1,229,571	-	-	-
CITY OF PISMO BEACH	313,027	111,717	180,645	249,375
CITY OF SAN LUIS OBISPO	1,445,058	-	-	-
COUNTY OF SAN LUIS OBISPO	4,337,340	103,507	163,423	225,601
TDA REQUIREMENTS BEFORE 5311 EXCHANGE	9,517,261	646,880	1,044,500	1,441,900
LESS: RURAL TRANSIT FUND/5311 EXCHANGE	(1,413,270)	-	-	-
6. NET TDA REQUIREMENTS	8,103,991	646,880	1,044,500	1,441,900
7. TOTAL FUNDING SOURCES	15,216,819	2,523,850	2,674,600	2,725,810
8. FUNDING USES:				
ADMINISTRATION	2,053,362	213,060	430,720	411,240
PERS BUYOUT	178,308	-	-	-
BUILDING DECOMMISSIONING	-	-	-	-
MANAGEMENT CONTRACTS	304,080	141,160	-	-
SERVICE DELIVERY	12,681,069	2,139,700	2,208,590	2,278,700
CONTINGENCY	-	29,930	35,290	35,870
9. TOTAL FUNDING USES	15,216,819	2,523,850	2,674,600	2,725,810

Population
Based

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - South County Service
CAPITAL AND PLANNING REVENUE BUDGET FOR 2025/2026**

		2023/2024 Combined Acual Capital Expense	2024/25 Amendment #1 South County Capital Budget	2025/26 Proposed South County Capital Budget	2026/27 Projected South County Capital Budget
FUNDING SOURCES:					
	BEGINNING CAPITAL PROJECTS RESERVE	1,244,550	145,630	148,700	220,290
1.	ESTIMATED FUND BALANCE	1,244,550	145,630	148,700	220,290
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR				
	CAPITAL PROJECTS RESERVE	1,271,785	148,700	220,290	196,820
	TOTAL	1,271,785	148,700	220,290	196,820
3.	FUND BALANCE AVAILABLE	(27,235)	(3,070)	(71,590)	23,470
NON TDA SOURCES					
	STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION	685,476	169,670	87,300	61,810
	LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)	254,963	-	-	-
	STATE OF GOOD REPAIR	467,457	-	147,800	-
	SB125	-	-	-	-
	Infrastructure (including fare program)	-	-	932,010	-
	Fixed Route Electric	-	-	291,640	1,297,480
	RURAL TRANSIT FUND (Capital)	40,433	-	454,300	42,230
	FEDERAL TRANSIT ADM (FTA) (Section 5307)	2,132,343	88,700	-	-
	Fixed Route Electric	-	-	545,130	945,540
	Fixed Route Non-Electric	-	-	-	-
	Demand Response Electric	-	-	-	-
	Demand Response Non-Electric	-	-	-	-
	ADA Minivans	-	-	-	-
	Support Vehicles	-	-	5,280	8,270
	Trolley	-	-	-	-
	Bus Stop Improvements	-	-	20,650	20,520
	Vehicle Maintenance Equipment	-	-	5,620	5,420
	FEDERAL TRANSIT ADM (FTA) (Section 5339)	1,000,283	-	-	-
	Vehicle Engine Rehab	-	-	89,640	-
	Fixed Route Electric	-	-	1,581,360	-
	Dial-A-Ride Vehicle Replacement	-	-	-	-
	OTHER	-	-	296,900	-
4.					
5.	TOTAL FUND BALANCE & NON TDA FUNDING	4,580,954	258,370	4,457,630	2,381,270
		4,553,720	255,300	4,386,040	2,404,740
TDA REQUIRED					
	CITY OF ARROYO GRANDE	25,655	-	-	-
	CITY OF ATASCADERO	42,743	-	-	-
	CITY OF GROVER BEACH	17,820	-	-	-
	CITY OF MORRO BAY	14,677	-	-	-
	CITY OF PASO ROBLES	43,720	-	-	-
	CITY OF PISMO BEACH	11,192	-	-	-
	CITY OF SAN LUIS OBISPO	84,985	-	-	-
	COUNTY OF SAN LUIS OBISPO	231,349	-	-	-
	TDA REQUIREMENTS FOR TIFIA LOAN REPAYMENT	472,140	-	-	-
6.	FINANCING FOR BUS MAINTNEANCE FACILITY	-	-	-	-
7.	TOTAL FUNDING SOURCES	5,025,860	255,300	4,386,040	2,404,740
8. FUNDING USES:					
	CAPITAL	4,370,515	255,300	3,454,030	2,404,740
	LOAN PAYMENTS	444,906	-	-	-
	SHORT RANGE TRANSIT PLAN	158,686	-	-	-
	REGIONAL CONTACTLESS FARE PAYMENT SYSTEM	-	-	82,910	-
	REGIONAL CONTACTLESS CHARGING	-	-	-	-
	REGIONAL BUS CHARGING PROJECTS	51,753	-	566,070	-
	MASTER PLANNING & IMPLEMENTION- OFFSITE FAST CHARGING	-	-	283,030	-
9.	TOTAL FUNDING USES	5,025,860	255,300	4,386,040	2,404,740

		Total Adopted Budget	Proposed Route 21 Budget	Proposed Route 24 Budget	Proposed Route 27 Budget	Proposed Route 28 Budget	Proposed Tripper Budget	Total Proposed Budget	Projected Budget
		FY 2024-25	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2026-27
South County									
	<u>Measure:</u>								
	Annual Hours	14,550	3,850	3,620	3,000	4,000	300	14,770	14,770
	Annual Miles	224,230	71,380	49,550	37,860	50,910	2,200	211,900	211,900
Administration:									
Total Administration (Net of Contracts)		\$ 354,220	\$ 123,100	\$ 103,970	\$ 84,010	\$ 112,300	\$ 7,340	\$ 430,720	\$ 411,240
Service Delivery:	<u>Basis:</u>								
Labor - Operations	hourly								
Bus Operators	hourly	\$ 967,680	\$ 266,070	\$ 250,180	\$ 207,330	\$ 276,440	\$ 20,730	\$ 1,020,750	\$ 1,042,940
Training Staff	hourly	\$ 73,320	\$ 17,960	\$ 16,890	\$ 14,000	\$ 18,660	\$ 1,400	\$ 68,910	\$ 71,080
Operations Supervisors/Schedulers	hourly	\$ 269,010	\$ 64,880	\$ 61,000	\$ 50,560	\$ 67,410	\$ 5,060	\$ 248,910	\$ 255,070
Ops. Mgt. / Oversight	hourly	\$ 77,800	\$ 20,430	\$ 19,210	\$ 15,920	\$ 21,220	\$ 1,590	\$ 78,370	\$ 82,100
Labor - Operations Workers Comp	hourly	\$ 62,540	\$ 16,370	\$ 15,390	\$ 12,750	\$ 17,000	\$ 1,280	\$ 62,790	\$ 63,670
Labor - Maintenance	miles	\$ 229,050	\$ 82,870	\$ 57,530	\$ 43,960	\$ 59,110	\$ 2,550	\$ 246,020	\$ 254,740
Labor - Maintenance Workers Comp	miles	\$ 11,320	\$ 4,410	\$ 3,060	\$ 2,340	\$ 3,150	\$ 140	\$ 13,100	\$ 13,410
Fuel	miles	\$ 185,260	\$ 65,580	\$ 45,520	\$ 34,780	\$ 46,770	\$ 2,020	\$ 194,670	\$ 194,670
Insurance	miles	\$ 119,590	\$ 47,870	\$ 33,230	\$ 25,390	\$ 34,140	\$ 1,480	\$ 142,110	\$ 163,060
Maintenance (parts, supplies, materials)	miles	\$ 125,700	\$ 38,810	\$ 26,940	\$ 20,590	\$ 27,680	\$ 1,200	\$ 115,220	\$ 120,550
Maintenance Contract Costs	miles	\$ 18,430	\$ 5,980	\$ 4,150	\$ 3,170	\$ 4,260	\$ 180	\$ 17,740	\$ 17,410
Total Operations		\$ 2,139,700	\$ 631,230	\$ 533,100	\$ 430,790	\$ 575,840	\$ 37,630	\$ 2,208,590	\$ 2,278,700
Capital/Studies:									
Total Capital Outlay		\$ 202,550	\$ 1,253,560	\$ 1,058,680	\$ 855,510	\$ 1,143,560	\$ 74,730	\$ 4,386,040	\$ 2,404,740
Contingency	hourly	\$ 29,930	\$ 9,200	\$ 8,650	\$ 7,170	\$ 9,550	\$ 720	\$ 35,290	\$ 35,870
Loan Repayment	operations cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING USES		\$ 2,726,400	\$ 2,017,090	\$ 1,704,400	\$ 1,377,480	\$ 1,841,250	\$ 120,420	\$ 7,060,640	\$ 5,218,570
TOTAL NON-CAPITAL EXPENDITURES		\$ 2,523,850	\$ 763,530	\$ 645,720	\$ 521,970	\$ 697,690	\$ 45,690	\$ 2,674,600	\$ 2,725,810

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Fiscal Year 2025/2026

Operating Budget

**Morro Bay Service
For Transit Services in the City of Morro Bay**

May 7, 2025

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - Morro Bay Service
OPERATING REVENUE BUDGET FOR 2025/2026**

		2025/26 Proposed Morro Bay Budget	2026/27 Projected Morro Bay Budget
FUNDING SOURCES:			
	GENERAL RESERVES	500,000	307,340
1.	ESTIMATED FUND BALANCE	500,000	307,340
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR		
	CASH FLOW REQUIREMENTS PER TDA	107,340	110,490
	OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS	200,000	-
	TOTAL	307,340	110,490
3.	FUND BALANCE AVAILABLE	192,660	196,850
<u>NON TDA SOURCES</u>			
	FARES	14,000	14,700
	MANAGEMENT CONTRACT	-	-
	INTEREST	-	-
	STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	68,730	72,780
	RURAL TRANSIT FUND (Administration)	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating	-	-
	FTA (Section 5311) - Operating CARES/CRRSAA/ARPA	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	-	-
	CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	-	-
	CUESTA CONTRIBUTION NORTH COUNTY	-	-
	SPECIAL EVENTS REVENUE/OTHER	-	-
4.	SUB TOTAL	82,730	87,480
5.	TOTAL FUND BALANCE & NON TDA FUNDING	275,390	284,330
<u>TDA REQUIRED</u>			
	CITY OF ARROYO GRANDE	-	-
	CITY OF ATASCADERO	-	-
	CITY OF GROVER BEACH	-	-
	CITY OF MORRO BAY	262,330	262,770
	CITY OF PASO ROBLES	-	-
	CITY OF PISMO BEACH	-	-
	CITY OF SAN LUIS OBISPO	-	-
	COUNTY OF SAN LUIS OBISPO	-	-
	TDA REQUIREMENTS BEFORE 5311 EXCHANGE	262,330	262,770
	LESS: RURAL TRANSIT FUND/5311 EXCHANGE	-	-
6.	NET TDA REQUIREMENTS	262,330	262,770
7.	TOTAL FUNDING SOURCES	537,720	547,100
8.	FUNDING USES:		
	ADMINISTRATION	86,460	82,410
	PERS BUYOUT	-	-
	BUILDING DECOMMISSIONING	-	-
	MANAGEMENT CONTRACTS	-	-
	SERVICE DELIVERY	443,350	456,650
	CONTINGENCY	7,910	8,040
9.	TOTAL FUNDING USES	537,720	547,100
		-	-

Population Based

18%
49%

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - Morro Bay Service
CAPITAL AND PLANNING REVENUE BUDGET FOR 2025/2026**

		2025/26 Proposed Morro Bay Capital Budget	2026/27 Projected Morro Bay Capital Budget
FUNDING SOURCES:			
	BEGINNING CAPITAL PROJECTS RESERVE	125,970	27,910
1.	ESTIMATED FUND BALANCE	125,970	27,910
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR		
	CAPITAL PROJECTS RESERVE	27,910	24,080
	TOTAL	27,910	24,080
3.	FUND BALANCE AVAILABLE	98,060	3,830
NON TDA SOURCES			
	STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION	4,050	-
	LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)	-	-
	STATE OF GOOD REPAIR	-	-
	SB125		
	Infrastructure (including fare program)	184,600	-
	Fixed Route Electric	-	-
	RURAL TRANSIT FUND (Capital)	314,800	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307)		
	Fixed Route Electric	-	-
	Fixed Route Non-Electric	-	-
	Demand Response Electric	-	-
	Demand Response Non-Electric	-	-
	ADA Minivans	-	-
	Support Vehicles	1,060	1,660
	Trolley	-	-
	Bus Stop Improvements	-	-
	Vehicle Maintenance Equipment	1,130	1,090
	FEDERAL TRANSIT ADM (FTA) (Section 5339)		
	Vehicle Engine Rehab	-	-
	Fixed Route Electric	-	-
	Dial-A-Ride Vehicle Replacement	-	-
	OTHER	-	-
4.		505,640	2,750
5.	TOTAL FUND BALANCE & NON TDA FUNDING	603,700	6,580
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	-	-
	TDA REQUIREMENTS FOR TIFIA LOAN REPAYMENT	-	-
6.	FINANCING FOR BUS MAINTENANCE FACILITY	-	-
7.	TOTAL FUNDING SOURCES	603,700	6,580
8.	FUNDING USES:		
	CAPITAL	353,750	6,580
	LOAN PAYMENTS	-	-
	SHORT RANGE TRANSIT PLAN	65,350	-
	REGIONAL CONTACTLESS FARE PAYMENT SYSTEM	14,150	-
	REGIONAL CONTACTLESS CHARGING	-	-
	REGIONAL BUS CHARGING PROJECTS	113,630	-
	MASTER PLANNING & IMPLEMENTION- OFFSITE FAST CHARGING	56,820	-
		-	-
9.	TOTAL FUNDING USES	603,700	6,580

Population Based

18%
49%

4/24/2025

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		Total Adopted Budget FY 2024-25	Proposed Call A Ride Budget FY 2025-26	Proposed Trolley Budget FY 2025-26	Total Proposed Budget FY 2025-26	Projected Budget FY 2026-27
Morro Bay Services						
	Measure:					
	Annual Hours		2,850	460	3,310	3,310
	Annual Miles		26,610	5,890	32,500	32,500
Administration:						
Total Administration (Net of Contracts)			\$ 73,530	\$ 12,930	\$ 86,460	\$ 82,410
Service Delivery:	Basis:					
Labor - Operations	hourly					
Bus Operators	hourly		\$ 196,950	\$ 31,780	\$ 228,730	\$ 233,730
Training Staff	hourly		\$ 13,300	\$ 2,150	\$ 15,450	\$ 15,930
Operations Supervisors/Schedulers	hourly		\$ 48,020	\$ 7,740	\$ 55,760	\$ 57,160
Ops. Mgt. / Oversight	hourly		\$ 15,120	\$ 2,440	\$ 17,560	\$ 18,400
Labor - Operations Workers Comp	hourly		\$ 12,120	\$ 1,960	\$ 14,080	\$ 14,270
Labor - Maintenance	miles		\$ 30,890	\$ 6,840	\$ 37,730	\$ 39,070
Labor - Maintenance Workers Comp	miles		\$ 1,640	\$ 360	\$ 2,000	\$ 2,060
Fuel	miles		\$ 24,450	\$ 5,410	\$ 29,860	\$ 29,860
Insurance	miles		\$ 17,840	\$ 3,950	\$ 21,790	\$ 25,010
Maintenance (parts, supplies, materials)	miles		\$ 14,470	\$ 3,200	\$ 17,670	\$ 18,490
Maintenance Contract Costs	miles		\$ 2,230	\$ 490	\$ 2,720	\$ 2,670
Total Operations			\$ 377,030	\$ 66,320	\$ 443,350	\$ 456,650
Capital/Studies:						
Total Capital Outlay			\$ 491,494	\$ 112,206	\$ 603,700	\$ 6,580
Contingency	hourly		\$ 6,810	\$ 1,100	\$ 7,910	\$ 8,040
Loan Repayment	operations cost		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING USES			\$ 948,864	\$ 192,556	\$ 1,141,420	\$ 571,320
TOTAL NON-CAPITAL EXPENDITURES			\$ 457,370	\$ 80,350	\$ 537,720	\$ 547,100

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Fiscal Year 2025/2026

Operating Budget

**Atascadero Service
For Transit Services in the City of Atascadero**

May 7, 2025

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - Atascadero Service
OPERATING REVENUE BUDGET FOR 2025/2026**

		2025/26 Proposed Atascadero Budget	2026/27 Projected Atascadero Budget
FUNDING SOURCES:			
	GENERAL RESERVES	129,260	118,830
1.	ESTIMATED FUND BALANCE	129,260	118,830
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR		
	CASH FLOW REQUIREMENTS PER TDA	118,830	122,280
	OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS	-	-
	TOTAL	118,830	122,280
3.	FUND BALANCE AVAILABLE	10,430	(3,450)
<u>NON TDA SOURCES</u>			
	FARES	28,000	29,400
	MANAGEMENT CONTRACT	-	-
	INTEREST	-	-
	STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	204,440	177,940
	RURAL TRANSIT FUND (Administration)	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating	-	-
	FTA (Section 5311) - Operating CARES/CRRSAA/ARPA	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	223,200	227,600
	FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	-	-
	CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	-	-
	CUESTA CONTRIBUTION NORTH COUNTY	-	-
	SPECIAL EVENTS REVENUE/OTHER	-	-
4.	SUB TOTAL	455,640	434,940
5.	TOTAL FUND BALANCE & NON TDA FUNDING	466,070	431,490
<u>TDA REQUIRED</u>			
	CITY OF ARROYO GRANDE	-	-
	CITY OF ATASCADERO	144,170	189,550
	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	-	-
	TDA REQUIREMENTS BEFORE 5311 EXCHANGE	144,170	189,550
	LESS: RURAL TRANSIT FUND/5311 EXCHANGE	-	-
6.	NET TDA REQUIREMENTS	144,170	189,550
7.	TOTAL FUNDING SOURCES	610,240	621,040
FUNDING USES:			
8.	ADMINISTRATION	98,150	93,580
	PERS BUYOUT	-	-
	BUILDING DECOMMISSIONING	-	-
	MANAGEMENT CONTRACTS	-	-
	SERVICE DELIVERY	503,300	518,520
	CONTINGENCY	8,790	8,940
9.	TOTAL FUNDING USES	610,240	621,040
		-	-

Population Based

18%
49%

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY - Atascadero Service
CAPITAL AND PLANNING REVENUE BUDGET FOR 2025/2026**

		2025/26 Proposed Atascadero Capital Budget	2026/27 Projected Atascadero Capital Budget
FUNDING SOURCES:			
	BEGINNING CAPITAL PROJECTS RESERVE	6,600	6,600
1.	ESTIMATED FUND BALANCE	6,600	6,600
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR		
	CAPITAL PROJECTS RESERVE	6,600	8,260
	TOTAL	6,600	8,260
3.	FUND BALANCE AVAILABLE	-	(1,660)
NON TDA SOURCES			
	STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION	4,220	30,720
	LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)	-	-
	STATE OF GOOD REPAIR	-	-
	SB125		
	Infrastructure (including fare program)	193,500	-
	Fixed Route Electric	-	-
	RURAL TRANSIT FUND (Capital)	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307)		
	Fixed Route Electric	-	-
	Fixed Route Non-Electric	-	-
	Demand Response Electric	-	-
	Demand Response Non-Electric	-	140,400
	ADA Minivans	-	-
	Support Vehicles	1,200	1,880
	Trolley	-	-
	Bus Stop Improvements	-	-
	Vehicle Maintenance Equipment	1,280	1,230
	FEDERAL TRANSIT ADM (FTA) (Section 5339)		
	Vehicle Engine Rehab	-	-
	Fixed Route Electric	-	-
	Dial-A-Ride Vehicle Replacement	-	-
	OTHER	-	-
4.		200,200	174,230
5.	TOTAL FUND BALANCE & NON TDA FUNDING	200,200	172,570
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	-	-
	TDA REQUIREMENTS FOR TIFIA LOAN REPAYMENT	-	-
6.	FINANCING FOR BUS MAINTENANCE FACILITY	-	-
7.	TOTAL FUNDING SOURCES	200,200	172,570
FUNDING USES:			
	CAPITAL	6,700	172,570
	LOAN PAYMENTS	-	-
	SHORT RANGE TRANSIT PLAN	-	-
	REGIONAL CONTACTLESS FARE PAYMENT SYSTEM	-	-
	REGIONAL CONTACTLESS CHARGING	-	-
	REGIONAL BUS CHARGING PROJECTS	129,000	-
	MASTER PLANNING & IMPLEMENTION- OFFSITE FAST CHARGING	64,500	-
		-	-
9.	TOTAL FUNDING USES	200,200	172,570

Population Based

18%
49%

		Total Adopted Budget	Proposed Dial A Ride Budget	Projected Budget
		<u>FY 2024-25</u>	<u>FY 2025-26</u>	<u>FY 2026-27</u>
Atascadero Services				
	<u>Measure:</u>			
	Annual Hours		3,680	3,680
	Annual Miles		39,140	39,140
Administration:				
Total Administration (Net of Contracts)			\$ 98,150	\$ 93,580
Service Delivery:				
	<u>Basis:</u>			
Labor - Operations	hourly			
Bus Operators	hourly		\$ 254,320	\$ 259,850
Training Staff	hourly		\$ 17,170	\$ 17,710
Operations Supervisors/Schedulers	hourly		\$ 62,020	\$ 63,550
Ops. Mgt. / Oversight	hourly		\$ 19,520	\$ 20,460
Labor - Operations Workers Comp	hourly		\$ 15,640	\$ 15,860
Labor - Maintenance	miles		\$ 45,440	\$ 47,050
Labor - Maintenance Workers Comp	miles		\$ 2,420	\$ 2,480
Fuel	miles		\$ 35,960	\$ 35,960
Insurance	miles		\$ 26,250	\$ 30,120
Maintenance (parts, supplies, materials)	miles		\$ 21,280	\$ 22,270
Maintenance Contract Costs	miles		\$ 3,280	\$ 3,210
Total Operations			\$ 503,300	\$ 518,520
Capital/Studies:				
Total Capital Outlay			\$ 200,200	\$ 172,570
Contingency	hourly		\$ 8,790	\$ 8,940
Loan Repayment	operations cost		\$ -	\$ -
TOTAL FUNDING USES			\$ 810,440	\$ 813,640
TOTAL NON-CAPITAL EXPENDITURES			\$ 610,240	\$ 621,040

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