



RTA BOARD AGENDA

***** VIA ZOOM WEBINAR *****

Wednesday, March 3, 2021 at 9:30 AM

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

President: John Peschong

Board Members:

John Peschong (First District – SLO County)
Bruce Gibson (Second District – SLO County)
Dawn Ortiz-Legg (Third District – SLO County)
Lynn Compton (Fourth District – SLO County)
Debbie Arnold (Fifth District – SLO County)
Jimmy Paulding (Arroyo Grande)

Vice President: Ed Waage

Heather Moreno (Atascadero)
Karen Bright (Grover Beach)
Robert Davis (Morro Bay)
Fred Strong (Paso Robles)
Ed Waage (Pismo Beach)
Andy Pease (San Luis Obispo)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency [LEP]) by contacting the RTA offices at 781-4833. Please note that 48 hours advance notice will be necessary to honor a request.

Important Notice Regarding COVID-19

Due to the Coronavirus (COVID-19) and in accordance with the Governor's Executive Order N-29-20, the RTA Board meeting on January 6, 2021 will be a virtual meeting held via Zoom webinar.

HOW TO WATCH:

1. **To Watch:** To watch the meeting online via livestream (on your computer or mobile device), go to: www.slo-span.org, or watch the meeting via Cable TV Public Access Channel 21.
2. **To Watch and Participate in Live Public Comment:** To provide public comment during the meeting, use the Zoom webinar link below. Please use the following link to register in advance of the webinar. After **registering**, you will receive a confirmation email with details about joining the webinar:

https://us02web.zoom.us/webinar/register/WN_DCaQFgjRTG28moqJuQ7F9A

HOW TO COMMENT:

The RTA is accepting general public comments for items on the RTA Board agenda as well as items of interest not on the agenda within the jurisdiction of the RTA Board.

***Note: Every effort will be made to include your comments into the record, but due to time limitations, some comments may not be included. Members of the public can submit comments by:

Zoom webinar – Verbal, Live Public Comments

- See details on page 1 of this agenda under ‘How to Watch.’

Email – Written Public Comments to: info@slorta.org with the subject line “public comment.”

- Include the agenda item number you are referencing or type “general comment,” if it is about an item not on the agenda.
- **Emailed written comments must be submitted no later than 5:00 p.m. on Monday, March 1, 2021.**

Mail – Written Public Comments

- Mail to:
Clerk of the Board
SLO RTA
179 Cross Street
San Luis Obispo, CA 93401
- **Mailed written comments must be received by the RTA no later than 5:00 p.m. on Monday, March 1, 2021.**

FLAG SALUTE

CALL MEETING TO ORDER, ROLL CALL

PUBLIC COMMENT: The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

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

- A-1 Executive Committee Meeting Minutes of December 9, 2020 (Information)
- A-2 Joint SLOCOG and RTA Board Meeting Minutes of January 6, 2021 (Approve)
- A-3 RTA Board Meeting Minutes of January 6, 2021 (Approve)
- A-4 Designate Executive Director as Alternate on CalTIP Board (Approve)
- A-5 Final Social Security Resolution for RTA Employees (Approve)
- A-6 BMF Construction Change Order Summary (Approve)
- A-7 Amended Contract with RTA Executive Director (Approve)
- A-8 RTA COVID-19 Prevention Plan (Accept)
- A-9 Declare Vehicle Surplus Paso DAR (Approve)
- A-10 December 2020 Financial Information for SCT (Information)
- A-11 Solar Lighting Bus Stop Improvement Project (Approve)

B. INFORMATION AGENDA

- B-1 Executive Director's Report (Receive)
- B-2 Update on Bus Maintenance Facility Construction (Receive)

C. ACTION AGENDA

- C-1 Fiscal Year 2021-22 Budget Assumptions (Approve)
- C-2 Strategic Business Plan Results & Planned Update (Approve)
- C-3 FY20-21 Budget Amendment #4 (Approve)
- C-4 Public Hearing: Disadvantaged Business Enterprise Plan Update (Action)

D. CLOSED SESSION ITEMS –

- D-1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code section 54956.9.) It is the intention of the Executive Committee to meet in closed session concerning the following item: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9. Number of potential cases: One.

E. BOARD MEMBER COMMENTS

Next regularly-scheduled RTA Board meeting on May 5, 2021

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San Luis Obispo Regional Transit Authority

Executive Committee Meeting

Minutes 12/09/2020

A-1

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

Members Absent: None

Staff Present: Geoff Straw, Executive Director
Tania Arnold, Deputy Director/CFO
Nina Negranti, County Counsel
Chelsea Sperakos, Administrative Assistant

Call to Order and Roll Call: **President Fred Strong** called the meeting to order at 10:00 AM. Roll call was taken and a quorum was present.

Public Comment: The San Luis Obispo Regional Transit Authority Executive Committee reserves this portion of the agenda for members of the public to address any items not on the agenda and within the jurisdiction of the Committee. Comments are limited to three minutes per speaker. The Committee 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.

Mr. Eric Greening asked given the construction occurring on Prado Rd, is RTA able to stay on schedule with the construction of the Bus Maintenance Facility?

Mr. Geoff Straw stated he would address this in his director's report.

1. Information Items

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

Mr. Straw stated the Prado Road Overpass construction will not delay the Bus Maintenance Facility construction. The team has poured concrete for bus wash station and lubrication storage room. A pay request should be delivered this week. Eleven staff members from SLOCOG are going to tour the facility on Monday. The construction project is one and a half weeks behind schedule. Staff is expecting a request of delayed end date from the contractor, but RTA is going to fight that as hard as possible due to the current facility lease deadline.

Questions:

President Strong asked if staff has planned for construction delays due to bad weather?

Mr. Straw stated that weather contingency has been written into the contract, but the contractor does not know that, so as to avoid missing deadlines.

2. Action Items: None

3. Consent Items

C-1 Executive Committee Meeting Minutes of November 4, 2020 (Approve)

Mr. Pete Rodgers stated he would like two corrections to the minutes on page C-1-3, should state "SLOCOG can work to memorialize funding formula and tie together core services" and the funding percentage for SLO City is 18%.

Vice President John Peschong made a motion to approve consent agenda item C-1 with corrections, and

Mr. Ed Waage seconded the motion. The motion passed unanimously via roll call vote as follows:

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
JOHN PESCHONG	X		
FRED STRONG	X		
ED WAAGE	X		

4. January 6, 2021 Draft RTA Board Agenda: The Executive Committee is asked to review and comment on the proposed agenda items.

Joint RTA/SLOCOG Meeting Agenda: RTA and San Luis Obispo Council of Governments (SLOCOG) will have a Joint Session on January 6th to address the following items:

Welcome New Member(s)

Election of Officers (President and Vice President)

Executive Committee Assignments (President, Vice President, Past President)

Following the Joint meeting, the SLOCOG Board will adjourn to the RTA Board meeting and reconvene after the RTA Board meeting is adjourned.

RTA Board Meeting

Information Items

A-1 Executive Director's Report (Receive)

Action Items:

B-1 South County Transit Committee Assignments (Approve)

Consent Items:

C-1 Executive Committee Meeting Minutes of November 4, 2020 (Information)

C-2 RTA Board Meeting Minutes of December 2, 2020 (Approve)

C-3 BMF Construction Change Order Summary (Approve)

C-4 Paso Robles Bus Parking Yard CEQA Mitigations Annual Monitoring Report (Receive)

C-5 FTA Transit Asset Management Plan (Approve)

C-6 Authorize FTA Annual Certifications and Assurances Submittal (Approve)

- C-7 Authorize FTA Section 5311 Grant Application Submittal (Approve)
- C-8 Authorize Administration of FTA Sections 5307, 5539 and CMAQ Grant Programs (Approve)
- C-9 Authorize Rural Transit Funds Grant Application Submittal (Approve)
- C-10 Revised Agreement with the Goodyear Tire and Rubber Company (Approve)

Questions:

Mr. Straw stated the injury and prevention update for C-11 might be added to the agenda.

Vice President John Peschong made a motion to approve the January Board agenda, and **Mr. Ed Waage** seconded the motion. The motion passed unanimously via roll call vote as follows:

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
JOHN PESCHONG	X		
FRED STRONG	X		
ED WAAGE	X		

5. Closed Session:

President Strong adjourned the RTA Executive open session meeting at 10:24 AM, and reconvened as the SLOCOG Executive Committee Meeting in open session. The Executive Committee adjourned the SLOCOG open session and opened to RTA closed session at 10:38 AM.

Public Comment:

Mr. Greening says Geoff Straw has done an amazing job during these extraordinary times.

The Executive Committee returned to open session at 10:55 AM.

Ms. Nina Negranti stated there was no reportable action from closed session.

6. Adjournment

The Executive Committee meeting adjourned at 10:56 AM.

Next RTA Executive Committee Meeting:

Respectfully Submitted,

Acknowledged by,

Chelsea Sperakos
Administrative Assistant

Fred Strong
RTA President 2020

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CONNECTING COMMUNITIES
ARROYO GRANDE | ATASCADERO | GROVER BEACH
MORRO BAY | PASO ROBLES | PISMO BEACH
SAN LUIS OBISPO | SAN LUIS OBISPO COUNTY

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

DRAFT

**SAN LUIS OBISPO COUNCIL OF GOVERNMENTS (SLOCOG) AND
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)
JOINT MEETING**

Zoom Webinar/Teleconference Minutes

(This Meeting was held via Zoom Webinar/Teleconference, and participation was remote/virtual only)

Wednesday, January 6, 2021, 8:30 a.m.

The following action minutes are listed as they were acted upon by the San Luis Obispo Council of Governments (SLOCOG) & Regional Transit Authority (RTA), and as listed on the agenda for the Board meeting/Zoom webinar held on January 6, 2021, together with staff reports and related documents attached thereto and incorporated therein by reference. To see a video of the meeting proceedings, go to the **Linked Agenda:** <https://cal-span.org/unipage/?site=slo-span&owner=SLOCOG-SLORTA&date=2021-01-06> (Click the play button on the video window to view from the beginning of the meeting or click on a particular agenda item to go directly to that part of the meeting).

1. FLAG SALUTE, CALL TO ORDER AND ROLL CALL: Board Member Jimmy Paulding led the Flag Salute. President Fred Strong called the Joint SLOCOG and RTA Board meeting to order at **8:30 a.m.** SLOCOG Board Secretary Aida Nicklin conducted a roll call.

BOARD MEMBERS PRESENT:

John Peschong, First District, County of San Luis Obispo (New President)
Ed Waage, City of Pismo Beach (New Vice President)
Fred Strong, City of Paso Robles (Outgoing President)
Debbie Arnold, Fifth District, County of San Luis Obispo
Karen Bright, City of Grover Beach
Robert Davis, City of Morro Bay
Bruce Gibson, Second District, County of San Luis Obispo
Heather Moreno, City of Atascadero
Andy Pease, City of San Luis Obispo
Jimmy Paulding, City of Arroyo Grande
Scott Eades (for Director Timothy Gubbins), Caltrans District 5 (Ex-Officio)

BOARD MEMBERS ABSENT:

Lynn Compton, Fourth District, County of San Luis Obispo
Dawn Ortiz-Legg, Third District, County of San Luis Obispo *(left the meeting temporarily for another appointment)*

SLOCOG STAFF PRESENT: Peter Rodgers, James Worthley, Richard Murphy, Tim Gillham, John DiNunzio, Mallory Jenkins, Sarah Woolsey, Sean Macias, Aida Nicklin, and Nina Negranti (Legal Counsel).

RTA STAFF PRESENT: Geoff Straw, Tania Arnold

Ms. Nina Negranti: announced that pursuant to the Governor's Executive Order N-29-20, which suspends certain Brown Act requirements for public meetings, this joint meeting will be held via Zoom webinar. The public is invited to join in and comment in the meeting pursuant to the procedures outlined in the posted agenda online.

President Fred Strong: reminded board members and webinar participants to state their name when making a comment and when making a motion and second. He also directed meeting participants/attendees to mute their microphones when not speaking. He encouraged members of the public to comment/participate.

2. PUBLIC COMMENTS:

Mr. Eric Greening (Atascadero): welcomed County Supervisor Dawn Ortiz-Legg as the new SLOCOG Board member for District 3. He also welcomed all returning Board members and wished everyone a Happy New Year and Dia De Los Reyes (Three Kings Day). **Mr. Greening** noted he is grateful to Outgoing President Strong for all his exemplary leadership and contribution to both SLOCOG Board and RTA Board. He is hoping President Strong will continue to be heard at the state and national levels. **President Strong** thanked Mr. Greening for the nice comments.

3. SLOCOG AND SLORTA BOARD ADMINISTRATIVE ITEMS:

a. WELCOME NEW BOARD MEMBERS: **President Strong** welcomed SLOCOG's newest Board Member, **Supervisor Dawn Ortiz-Legg**, representing County of San Luis Obispo, 3rd District.

b. ELECTION OF OFFICERS: **President Strong** opened the meeting for nominations for President and Vice President.

For President: SLOCOG/RTA Board Action on a voice vote: **Board Member Ed Waage** moved to nominate Mr. John Peschong for President. **Board Member Arnold** seconded.

For Vice President: SLOCOG/RTA Board Action on a voice vote: **Board Member Debbie Arnold** moved to nominate Mr. Ed Waage for Vice President. **Past Vice President John Peschong** seconded.

Per request by Board Secretary Nicklin, **Outgoing President Strong** called for a motion to close all nominations and approve the new President and Vice President of the SLOCOG and RTA Boards.

Board Member Heather Moreno moved and **Past President Fred Strong** seconded, to close all nominations and approve Mr. John Peschong as President and Mr. Ed Waage as Vice President of the SLOCOG and RTA Boards for 2021. The motion passed on a roll call vote.

BOARD MEMBERS	AYES	NOES	ABSENT	ABSTAIN	RECUSE
Peschong, John (President)	X				
Waage, Ed (Vice President)	X				
Arnold, Debbie	X				
Bright, Karen	X				
Compton, Lynn			X		
Davis, Robert	X				
Gibson, Bruce	X				
Moreno, Heather	X				
Ortiz-Legg Dawn			X		
Paulding, Jimmy	X				
Pease, Andy	X				
Strong, Fred	X				

Past President Strong: thanked all SLOCOG & RTA staff for a wonderful job of supporting him in the last two terms as President. He also thanked all Board members for their exemplary service, cooperation, and participation in everything this Board has done. He then turned the gavel over to new Board President John Peschong.

President John Peschong: thanked Past President Strong for filling in this last year as President (he noted he had to turn down the vice presidency two years ago as he had a heart attack) and for his strong leadership and all that he has done for SLOCOG and RTA. He then thanked Vice President Ed Waage for coming on board as Vice President and encouraged board members and staff to carry on the good work they have been doing.

Mr. Geoff Straw (RTA Executive Director): presented a sign that says, "Thank you Fred Strong for your leadership as RTA Board President." He noted it is a token of appreciation from RTA, which he can also use to get on any RTA bus and Paso Express bus. **Mr. Straw** said all RTA staff appreciates Past President Strong's leadership and help in getting the agency through challenges in the past, and to move forward into the future with the construction of RTA's new bus facility.

c. EXECUTIVE COMMITTEE ASSIGNMENT:

President Peschong: confirmed the Executive Committee membership for 2021: **SLOCOG Board President John Peschong, Vice President Ed Waage, and Past President Fred Strong. No further action was taken.**

d. PRESENTATION: Plaque of Appreciation recognizing Outgoing President Fred Strong for his services as President of SLOCOG and RTA Boards in 2019 and 2020: **Mr. Peter Rodgers:** thanked Past President Strong for all his hard work in the last two years, noting Mr. Strong's leadership not only on the local and regional level, but also statewide and national level. Past President Strong is well respected in all those levels and probably have a half a century of public service. **Board members** agreed with the aforementioned comments and applauded Past President Strong. **Mr. Rodgers** presented a Plaque of Appreciation to Past President Strong (the plaque will be mailed to Mr. Strong's mailing address on file).

4. ADJOURN TO SLOCOG BOARD MEETING/ZOOM WEBINAR: **President Peschong** adjourned the Joint meeting to SLOCOG Board meeting at **8:42 a.m.**

Respectfully Submitted,

Aida Nicklin

Executive Secretary

DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
BOARD MEETING MINUTES OF JANUARY 6, 2021
A-3

BOARD MEMBERS PRESENT:

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO
KAREN BRIGHT, CITY OF GROVER BEACH
LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO
ROBERT DAVIS, CITY OF MORRO BAY
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
HEATHER MORENO, CITY OF ATASCADERO
DAWN ORTIZ-LEGG, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
JIMMY PAULDING, CITY OF ARROYO GRANDE
ANDY PEASE, CITY OF SAN LUIS OBISPO
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO (President)
FRED STRONG, CITY OF PASO ROBLES
ED WAAGE, CITY OF PISMO BEACH (Vice President)

BOARD MEMBERS ABSENT: None

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, DEPUTY DIRECTOR & CFO
OMAR MCPHERSON, OPERATIONS MANAGER
ALLISON STITZER, ACCOUNTING TECHNICIAN
NINA NEGRANTI, SAN LUIS OBISPO COUNTY COUNSEL

CALL MEETING TO ORDER, ROLL CALL:

President John Peschong called the meeting to order at 10:05 AM via Zoom conference and a quorum was present.

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.

Mr. Eric Greening noted the concern about capacity limits and passengers being left behind.

A. CONSENT AGENDA

A-1 Executive Committee Meeting Minutes of November 4, 2020 (Information)

A-2 RTA Board Meeting Minutes of December 2, 2020 (Approve)

- A-3 BMF Construction Change Order Summary (Approve)**
- A-4 Paso Robles Bus Parking Yard CEQA Mitigations 3rd Annual Monitoring Report (Receive)**
- A-5 FTA Transit Asset Management Plan (Approve)**
- A-6 Authorize FTA Annual Certifications and Assurances Submittal (Approve)**
- A-7 Authorize FTA Section 5311 Grant Application Submittal (Approve)**
- A-8 Authorize Administration of FTA Sections 5307, 5539 and CMAQ Grant Programs (Approve)**
- A-9 Authorize Rural Transit Funds Grant Application Submittal (Approve)**
- A-10 Revised Agreement with the Goodyear Tire and Rubber Company (Approve)**
- A-11 Authorizing Executive Director to Submit Application for State of California SB-1 State of Good Report (SGR) Grant Program Funds (Approve)**

Questions:

Ms. Karen Bright noted there is a reference to South County Transit as part of consent agenda item A-8 and with consolidation; why is that included?

Mr. Geoff Straw stated that we still advocate for that program, just like we do for SLOCAT and Paso services. We show it as a separate silo in the budget documents and provide appropriate funding for each program.

Ms. Heather Moreno made a motion to approve consent agenda items A-1 through A-11, and **Mr. Ed Waage** seconded the motion. The motion passed unanimously via roll call vote as follows:

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
DEBBIE ARNOLD	X		
KAREN BRIGHT	X		
LYNN COMPTON	X		
ROBERT DAVIS	X		
BRUCE GIBSON	X		
HEATHER MORENO	X		
DAWN ORTIZ-LEGG	X		
JIMMY PAULDING	X		
ANDY PEASE	X		
JOHN PESCHONG	X		
FRED STRONG	X		
ED WAAGE	X		

A. INFORMATION AGENDA

B-1 Executive Director's Report (Receive)

Mr. Geoff Straw discussed COVID 19 impacts with two new employee cases. Staff continues to monitor for outbreaks and how that would impact service. We will monitor for vaccine rollout also. With regard to Mr. Greening's concern about turning passengers away due to capacity, it is a very difficult situation. We are watching the ridership numbers closely and we haven't started to implement limits, but trying to message RTA service is for essential travel. If it is the last run of the day, our priority is getting people home. With regard to the IIPP, staff is aiming to bring it to the March Board meeting. The facility construction is progressing smoothly. Interviews were conducted on December 7th and 8th as part of our Diversity, Equity and Inclusion review, and we hope to have that report in the next couple of weeks. Ridership numbers and financials are provided.

Questions:

Mr. Jimmy Paulding asked when staff anticipates being eligible for vaccinations.

Mr. Straw said that staff is unsure and will be participating in the first County task force meeting today and hope to get a better understanding.

Ms. Andy Pease inquired as to what alternatives are available for passengers should the agency run into capacity issues, such as offering Uber reimbursements or tracer buses.

Mr. Straw noted that staff is working to address alternatives, but given the vastness of the service area and limited resources, staff cannot guarantee additional trips can be added. The goal is to not leave anyone behind.

Ms. Dawn Ortiz-Legg appreciated staff reaching out to Ride-On to see if they can also provide support to ensure trip availability.

Ms. Bright asked for clarification on the date noted for completion of the bus maintenance facility.

Mr. Straw confirmed it is a typo and it is actually February 2022.

Mr. Greening appreciated Mr. Straw's support for addressing capacity, and asked if reducing the social distancing to three feet if safe to do so or alternative entry options for spacing would work.

Mr. Straw noted that after the 2009 recession we encountered overcrowding issues, and we are closing monitoring emerging trends.

Mr. Strong made a motion to receive and file agenda item B-1, and **Ms. Dawn Ortiz-Legg** seconded the motion. The motion passed unanimously via voice vote.

C. ACTION AGENDA

C-1 South County Transit Committee Assignments (Approve)

Mr. Straw noted as a result of consolidation of South County Transit into the RTA, the amended and restated JPA identifies the representative from the three Cities will automatically be on the South County Technical Committee but there are two Supervisors whose districts are included in the SoCo Transit service area. We are asking that we get a nomination. **Mr. Strong** asked if either was interested.

Mr. Greening supported Ms. Ortiz-Legg given her prior experience with the Topaz project.

Mr. Strong made a motion to approve agenda item C-1, and **Ms. Lynn Compton** seconded the motion. The motion passed unanimously via roll call vote as follows:

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
DEBBIE ARNOLD	X		
KAREN BRIGHT	X		
LYNN COMPTON	X		
ROBERT DAVIS	X		
BRUCE GIBSON	X		
HEATHER MORENO	X		
DAWN ORTIZ-LEGG	X		
JIMMY PAULDING	X		
ANDY PEASE	X		
JOHN PESCHONG	X		
FRED STRONG	X		
ED WAAGE	X		

D. CLOSED SESSION

D-1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9.) It is the intention of the Board to meet in closed session concerning the following item: **(1) Significant exposure to litigation pursuant to subdivision (d) of section 54956.9.** Number of potential cases: One.

D-2 It is the intention of the RTA Board to meet in closed session concerning the following item: **Executive Director Performance Evaluation (Govt. Code Section 54957)**

Mr. Greening noted that Mr. Straw does a spectacular job.

The Board went into closed session at 10:34 AM and returned to open session at 11:03 AM.

Ms. Nina Negranti stated there was no action to report from closed session.

E. BOARD MEMBER COMMENTS

None

Next RTA Board meeting: March 3, 2021

Respectfully Submitted,

Acknowledged by,

Tania Arnold, Deputy Director/CFO

John Peschong, RTA President 2021

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: A-4

TOPIC: Update representative and alternates on the CalTIP Board of Directors

ACTION: Approve Staff Recommendation

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Approve

BACKGROUND/DISCUSSION:

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

Due to the consolidation of South County Transit into the RTA effective January 1, 2021, the Board took action at the December 2, 2020 meeting to reflect the change but there was a typo that necessitates adopting a revised resolution to reflect the appropriate RTA representative and alternates.

Staff Recommendation

Approve the attached resolution.

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RESOLUTION NO. _____

**A RESOLUTION OF THE GOVERNING BOARD OF THE SAN LUIS OBISPO
REGIONAL TRANSIT AUTHORITY A CALIFORNIA JOINT POWERS AGENCY,
APPOINTING DIRECTOR AND ALTERNATES FOR
CALIFORNIA TRANSIT INDEMNITY POOL (CaITIP)**

BE IT RESOLVED THAT:

1. The position of Executive Director is hereby authorized on behalf of San Luis Obispo Regional Transit Authority to serve as the primary representative.
2. The position of Deputy Director/Chief Financial Officer is hereby authorized on behalf of San Luis Obispo Regional Transit Authority to serve as alternate.
3. The position of Operations Manager is hereby authorized on behalf of San Luis Obispo Regional Transit Authority to serve as alternate.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby adopted this 3rd day of March 2021.

John Peschong, President
San Luis Obispo Regional Transit Authority

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS BY FORM AND LEGAL EFFECT:

By: _____
Nina Negranti, Counsel
San Luis Obispo Regional Transit Authority

Date: _____

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: A-5

TOPIC: Revised Final Social Security Resolution for RTA Employees

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Resolution Changes of Date Coverage Authorizing Execution of the Application and Agreement for Social Security Benefits for the RTA Employees

BACKGROUND/DISCUSSION:

In February of 2020, the RTA was contacted by the Official State Social Security Administrator at the California Public Employees' Retirement System regarding a questionnaire to determine if the RTA was appropriately participating in the social security program. The RTA has participated in the social security program since the agency was formed in 1990, and that fact was noted in the original questionnaire.

Staff received a follow up to the signed resolution and indicated that the 1990 date needed to be changed to 1994, indicating that this is the date of the agency's CalPERS retirement contract and when the compliance issue regarding Social Security contributions first began. As before, the next step is the adoption of the resolution authorizing execution of the application and agreement for Social Security coverage for employees of the RTA. Once received by the Official State Social Security Administrator, they will request the Federal Government to include the RTA in the Social Security program.

Staff Recommendation

Approve the attached updated resolution, with a date of 1994, authorizing the execution of the Application and Agreement for Social Security coverage for employees of the RTA.

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Official State Social Security Administrator
California Public Employees' Retirement System

P.O. Box 720720, Sacramento, CA 94229-0720 | Phone: (916) 795-0810 | Fax: (916) 795-3005
888 CalPERS (or **888-225-7377**) | TTY: (877) 249-7442 | www.calpers.ca.gov/sssa

December 18, 2020

CalPERS ID No.: 1362276702

Kayleigh Mcleod
Human Resources Officer
San Luis Obispo Regional Transit Authority
179 Cross Street, Ste. A
San Luis Obispo, CA 93401

Dear Kayleigh Mcleod,

Thank you for submitting the Resolution to provide Social Security coverage for the employees of San Luis Obispo Regional Transit Authority.

The next step is the adoption of the Resolution authorizing execution of the Application and Agreement for Social Security coverage for employees of the San Luis Obispo Regional Transit Authority. We are enclosing a partially completed Resolution, and Application and Agreement. The forms contain the terms of coverage indicated in the Resolution adopted by the San Luis Obispo Regional Transit Authority Board of the San Luis Obispo Regional Transit Authority. Fred Strong, as Authorized Agent, should sign all copies of the enclosed Application and Agreement. The original and one copy of the adopted certified Resolution and the original and one copy of the signed Application and Agreement should be returned to this office.

Upon receipt of the above, we will request the Federal Government to include the San Luis Obispo Regional Transit Authority in the Social Security program.

These documents should not be modified in any way as only the content included in the documents provided by this office will be accepted.

If you have any questions regarding the enclosed information, please contact this office at (916) 795-0810.

Sincerely,

Veronica Silva-Gil
State Social Security Administrator Program

Enclosures

RESOLUTION NO. _____
(To Accompany Application and Agreement)

WHEREAS, the Public Agency desires to file an application with the State and to enter into an agreement with the State to extend coverage to eligible employees of the Public Agency, as defined in Section 218(b)(5) of the Federal Social Security Act, coverage under the said insurance system on behalf of the Public Agency; and

WHEREAS, official form "Application and Agreement" containing the terms and conditions under which the State will effect such inclusion has been examined by this body;
NOW, THEREFORE, BE IT RESOLVED, that said Application and Agreement on said official form be executed on behalf of the Public Agency and submitted to the State to provide coverage under the California State Social Security Agreement of March 9, 1951, of all services performed by individuals as employees of the Public Agency, except the following:

1. All services excluded from coverage under the agreement by Section 218 of the Social Security Act; and
2. Services excluded by option of the Applicant as indicated in Resolution No. 20-10 adopted at a meeting of the San Luis Obispo Regional Transit Authority on May 6, 2020: None.

Effective date of coverage of services under said agreement to be July 1, 1994; and

BE IT FURTHER RESOLVED, that Fred Strong, President of the Board, 179 Cross Street, Ste. A, San Luis Obispo, CA 93401, is hereby authorized and directed to execute said Application and Agreement on behalf of and as Authorized Agent of the Public Agency and to forward same to the State for acceptance and further action; and

BE IT FURTHER RESOLVED, that authority hereafter to act as Authorized Agent, and so to conduct all negotiations, conclude all arrangements, submit all reports, and sign all agreements and instruments which may be necessary to carry out the letter and intent of the aforesaid application and agreement, in conformity with all applicable Federal and State laws, rules and regulations, is vested in the position of President of the Board.

San Luis Obispo Regional Transit Authority

Presiding Officer

Title

Date

CERTIFICATION

I, Fred Strong, President of the Board of the San Luis Obispo Regional Transit Authority, State of California, do hereby certify the foregoing to be a full, true, and correct copy of Resolution No. _____ adopted by the San Luis Obispo Regional Transit Authority Board of the San Luis Obispo Regional Transit Authority at the regular/special meeting held on the _____ day of _____, 2020, as the same appears of record in my office.

(Signature)

(Title)

(Date)

APPLICATION AND AGREEMENT

For the purposes of this application and agreement, any reference made herein to any State or Federal statute or statutes, or regulations, or part thereof, applies to all amendments thereto now or hereafter made.

For the purposes of this application and agreement, "Federal System" means Old-Age, Survivors, and Disability and Health Insurance system established by the Federal Social Security Act, "Federal agency" means the Commissioner of Social Security, or successor in function to such officer, "Board" means the Board of Administration of the Public Employees' Retirement System, acting on behalf of the State of California.

The San Luis Obispo Regional Transit Authority, a public agency as defined in Section 22009 of the Government Code* hereinafter called Applicant, hereby makes application to the Board to execute a modification to the California State Social Security Agreement extending thereunder the Federal System to all services performed by individuals as employees of the Applicant in a coverage group as defined in Section 218 (b)(5) of the Social Security Act* except the following:

1. Those services mandatorily excluded from said agreement by Section 218 of the Social Security Act. *
2. The following services excluded by option of the Applicant pursuant to Resolution No. 20-10, adopted on May 6, 2020:

None

*See Attachment

In order to carry into effect, the common governmental duties under such statutes and in consideration of the mutual promises hereinafter made, the Applicant and the Board agree as follows:

1. The Board will execute a modification to the California State Social Security Agreement to extend thereunder the Federal System to the services of employees of Applicant as hereinbefore applied for.
2. Applicant will comply promptly and completely, throughout the term of this application and agreement, with the letter and intent of all statutes of the State of California, and Section 218 of the Federal Social Security Act, and applicable Federal and State regulations adopted pursuant thereto.
3. Applicant shall pay to the Federal Government amounts equivalent to the sum of taxes (employer-employee contributions) imposed under the Federal Insurance Contributions Act if the services of employees covered by the application and agreement constituted employment as defined in such Act. Applicant shall keep or cause to be kept accurate records of all remuneration for such services, said records to be maintained as required by Federal or State regulations, and said records shall be available for inspection or audit by the Board or its designated representative.

Applicant will prepare and submit such wage reports as may be required

4. Applicant shall pay and reimburse the State at such times as may be determined by the State:
- (a) Any sums of money that the State may be obligated to pay or forfeit to the Federal Government by reason of any failure of the Applicant, for any cause or reason, to pay the contributions, penalties, or interest required by the agreement between the Federal agency and the State at such time or in such amounts as required by the said agreement and any State or Federal regulations adopted pursuant thereto.
 - (b) In such amounts, as may be determined by the State, its proportionate share of any and all costs incurred by the State in the administration of the Federal System as it affects the Applicant and its employees.
 - (c) In such amounts, as may be determined by the State, the cost of any and all work and services relating to the election for the purposes of coverage under the Federal System held with respect to the coverage group for which coverage under the Federal System is requested herein.
 - (d) In such amounts, as may be determined by the State, the costs of any audits of the books and records of the Applicant made by the State or its designated representatives pursuant to Section 22559 of the Government Code.
5. The coverage herein provided for shall be effective July 1, 1994.
6. That, subject to the aforesaid provisions and applicable law, this application and agreement may be amended by the mutual consent of the parties in writing.

7. After the filing of this application and agreement, its acceptance and execution by the State shall constitute it a binding agreement between the Applicant and the State of California with respect to the matters herein set forth.

San Luis Obispo Regional Transit Authority

Signed by:

(Authorized Agent)

And by:

(Witness)

(Title)

(Date)

ACCEPTED: _____

STATE OF CALIFORNIA
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____

Veronica Silva-Gil
State Social Security Administrator
State Social Security Administrator Program

ATTACHMENT

Section 22009, Government Code:

"Public Agency" means the State, any city, county, city and county, district, municipal or public corporation or any instrumentality thereof, or boards and committees established under Chapter 10 of Division 6 of the Agricultural Code, Chapter 754 of Statutes of 1933, as amended, or Chapter 307 of the Statutes of 1935.

The following services are mandatorily excluded:

- (a) service performed in a policeman's or fireman's position, covered by a retirement system at the time coverage is extended to the Public Agency;
- (b) service performed by an individual who is employed to relieve him from unemployment;
- (c) service performed in a hospital, home, or other institution by a patient or inmate thereof;
- (d) covered transportation service (as defined in Section 210(k) of the Social Security Act, as amended);
- (e) service (other than agricultural labor or service performed by a student) which is excluded from employment by any provision of Section 210(a) of the Social Security Act, other than paragraph 7 of such section, or service the remuneration for which is excluded from wages by paragraph (2) of Section 209(h);
- (f) service performed by an individual as an employee on a temporary basis in case of fire, storm, snow, earthquake, or similar emergency;
- (g) services performed by election officials or election workers for each calendar year in which the remuneration paid for such service is less than the threshold amount mandated by law.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: A-6

TOPIC: 3rd Update on BMF Change Orders

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve Change Order Amendments to Specialty Construction, Inc. Agreement as presented to construct new Bus Maintenance Facility.

BACKGROUND/DISCUSSION:

The RTA Board of Directors awarded construction of the Bus Maintenance Facility to Specialty Construction, Inc. (SCI) at its July 2020 meeting. The award resolution also delegates to the Executive Director and the Director's designee(s) the authority to order any changes or additions to the plans, designs or any other provisions of the work so long as any such change or addition is deemed consistent with the proper completion of the Project under the sound discretion of the Director or his designee. The dollar amount of any such change or addition shall not exceed the maximum dollar amount allowed her Public Contract Code Section 20142. Any changes or additions shall be in writing and administered as specified in the Contract Documents. The original contract with SCI was for \$16,873,000. Public Contract Code Section 20142 states that no change or addition can exceed \$25,000 plus 5% of the original contract cost – but in no case greater than \$210,000. All of the Change Orders and preliminary estimates of anticipated Change Orders listed below comply with this limitation.

I worked with RTA Counsel to develop the change order process and authorized its implementation under our contract with Kitchell CEM for construction management services. The process has been accepted by our designer/engineer (Stantec Architecture) and by our general contractor (Specialty Construction Inc., or SCI). When an issue is discovered by the general contractor, by a regulatory agency or by RTA staff, it is reported to Kitchell, which then develops a Cost Request Bulletin (CRB) that is submitted to SCI. SCI then submits a cost proposal, which is reviewed by Kitchell and Stantec. Kitchell then recommends approval or further investigation; only the RTA Executive Director or his designee can approve a Change Order.

Change Orders:

1. Through the January 8, 2021 meeting, I previously reported six Change Orders totaling \$146,286.74.

2. I have since executed two additional change orders:
 - a. A net credit of \$8,042.97 for deletion of embedded bear grass glazing and replacement of standard glass in the training room, conference room and break room.
 - b. A net increase of \$11,169.76 for three items:
 - i. Addition of conduits for installation of the two-way radio system (additional \$3,116.40);
 - ii. Changes to electrical connections at HVAC water chillers (additional \$5,408.55); and
 - iii. Additional potholing of the Prado & Elks intersection as part of the stormwater system tie-in (additional \$2,644.81)
 - iv. The resulting net Change Order total is \$149,413.53, or 0.89% increase over \$16,873,000 original contract. The resulting agreement with SCI has now been increased to \$17,022,413.53

An additional eleven Change Request Bulletins are pending, with a preliminary net total increase of almost \$200,000. The two largest are for Indoor Air Quality design changes to meet new transmissible airborne disease recommendations, and compaction changes around a Phillips 66 pipeline that wasn't properly surveyed/located in old plans. Other possible changes include backflow device reorientation, lubrication room changes, concrete composition changes, EV charging changes, and stormwater changes.

Staff Recommendation

Approve Change Order Amendments to Specialty Construction, Inc. Agreement as presented to construct new Bus Maintenance Facility.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: A-7

TOPIC: Amended Contract with RTA Executive Director

ACTION: Approve

PRESENTED BY: Geoff Straw, RTA Executive Director

STAFF RECOMMENDATION: Approve

BACKGROUND/DISCUSSION:

Following the recent employee review process, the RTA Board and RTA Counsel met with me in closed session at the January 6, 2021 meeting to discuss my performance and possible future changes to my annual Employment Contract. The amended contract is attached.

Due to the COVID-19 Fiscal Emergency, I am not seeking a merit increase this year. The attached Employment Contract identifies a new process that would make any cost of living adjustment part of the annual budget-making process, which would make any increase effective on July 1st, which has been the tradition for all other non-union RTA employees. I am asking the Board to authorize its President to execute the attached Employment Contract (both “clean” and “red-line” versions are attached) on the Board’s behalf.

Staff Recommendation

Authorize the RTA Board President to execute the amended the annual Employment Contract for the Executive Director.

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**EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT
BETWEEN SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
AND GEOFF STRAW**

THIS CONTRACT entered into this ~~3rd day of March 2021~~^{6th day of May 2020} by and between the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (hereinafter referred to as “SLORTA”) and GEOFF STRAW (hereinafter referred to as “Employee”).

WITNESSETH

WHEREAS, SLORTA desires to continue the employment of Geoff Straw as Executive Director of the San Luis Obispo Regional Transit Authority; and

WHEREAS, Geoff Straw desires to serve as the Executive Director of the San Luis Obispo Regional Transit Authority pursuant to the provisions of this Contract; and

WHEREAS, the Board of Directors, as appointing authority, and Geoff Straw desire to specify in a contract as to the terms and conditions of Geoff Straw’s continuing employment as Executive Director.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment. SLORTA hereby engages Employee as Executive Director of SLORTA, and Employee hereby agrees to perform for SLORTA the services hereinafter set forth for the compensation and benefits hereinafter set forth, all pursuant to the terms and conditions herein.

2. Scope of Services. Pursuant to this Contract, Employee shall perform all functions and duties of the Executive Director, as specified in the SLORTA Joint Powers Agreement, and such other legally permissible and proper duties and functions as may be assigned by the Board of Directors.

3. Employment Status. Employee will be eligible for membership in any and all benefits from any group plan for hospital, surgical, or medical insurance provided to SLORTA employees, as well as being eligible for membership in any retirement program, or for such other job benefits accruable to an employee in the classified service of SLORTA.

Employee understands and agrees that his term of employment is governed only by this Contract, that no right of tenure is created hereby, that he serves SLORTA as an “at-will” employee, and is exempt from the provisions of the Federal Fair Labor Standards Act (FLSA).

4. Term of Contract. This Contract shall commence on the 8th day of January 2020 and shall continue until terminated by either party in accordance with the provisions set forth herein. This Contract replaces the original employment contract entered into between SLORTA and Employee in January, 2012, and all subsequent amendments thereto.

5. Compensation. Commencing January 15, 2021, SLORTA shall pay to Employee as compensation in full for all services performed by Employee pursuant to this Contract an annual salary of \$154,280 per year, ~~consisting of a 5% merit increase over the existing contract,~~ payable in increments compatible with SLORTA’s payment of other employees. A salary increase of three percent (3%) ~~The effective date of this salary~~ shall be made effective July 1, 2021 ~~January 12, 2020~~ representing a cost of living adjustment for the previous year. Thereafter, Employee’s annual salary and salary range ~~A salary adjustment~~ shall be adjusted ~~determined by the SLORTA Board of Directors~~ annually based on the same cost of living adjustment provided to other SLORTA employees as part of the annual budget-making process. ~~thereafter.~~

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6. Other Supplemental Benefits.

a. Vacation, Holidays, Sick, Administrative Leave, and Jury Duty.

Employee shall be entitled to accrue up to twelve (12) vacation days annually accrued at the rate of 3.69 hours per pay period, and one (1) additional day per year, in accordance with the RTA Vacation Accrual Rate Table, up to a maximum of twenty (20) vacation days annually. Vacation may be carried over to a maximum of two years of entitlement.

Employee shall be entitled to thirteen (13) holidays per year as specified in accordance with a holiday schedule for the San Luis Obispo Regional Transportation Authority as approved by the Board of Directors.

Employee shall be entitled to accrue up to twelve (12) sick days of paid sick leave per year, at an accrual rate of 3.69 hours per pay period, with a maximum accrual of 260 days.

Employee shall further be entitled to compensation at the end of employment for all unused vacation time and for 1/2 of the accrued sick leave up to a maximum of 180 days.

Employee is also entitled to paid administrative leave of up to six (6) days per year.

Employee shall be further entitled to leave of absence with pay for jury duty, provided all jury fees shall be paid to the County Treasurer on behalf of SLORTA.

b. Retirement. SLORTA agrees to provide to Employee retirement benefits in the San Luis Obispo County Pension Trust (SLOCPT) retirement plan which provides 2% at age 60 “, averaging the highest final 36 months of compensation, with a maximum benefit of 2.5% at age 65, as approved by the Board of Directors on January 8, 2020 SLORTA further agrees to make contributions to Employee’s IRS 457 plan in an amount equal to 4.5% of Employee’s base salary until Employee reaches the age of 55, at which time such contributions shall cease. Employee’s entitlement to benefits in the SLOCPT retirement plan and contributions to Employee’s IRS 457 plan are more particularly described in that certain Settlement Agreement and Release of Claims between SLORTA and Employee and approved by SLORTA on January 8, 2020..

c. Medical, Dental and Vision. SLORTA agrees to provide 100% of the premium towards the SLORTA approved medical health program for purposes of health coverage, dental, and vision insurance premiums for the Employee and all eligible family members. Medical, Dental, and Vision coverage is to be provided through the Special District

Risk Management Authority (SDRMA) as part of the CSAC-EIA Small Group Health Benefits Program. Should Employee wish to increase health care coverage with SDRMA, the premium difference will be the Employee's sole responsibility, and will be paid on a pre-tax basis. The medical health care allowance shall be automatically adjusted throughout the term of this Agreement to be equivalent to the allowance provided to all other SLORTA employees.

d. Disability and Life Insurance. SLORTA shall provide the following insurance benefits: (1) Long-term disability insurance providing 2/3 of gross monthly salary to age 65 for any sickness or accident after a 90-day waiting period up to a maximum salary of \$4,500; and (2) \$100,000 term life insurance.

e. Private Vehicle Use, Automobile Allowance, and Transit Pass. SLORTA shall reimburse Employee at such rate as is adopted by the Board of Directors for the use of a private vehicle on "authorized agency business" conducted "outside the County of San Luis Obispo." Employee agrees to carry all necessary vehicle insurance. Employee shall also be entitled to four-hundred (\$400) dollars per month as an automobile allowance, and shall further be entitled to a Monthly Regional Transit Pass.

f. Severance pay. If Employee is terminated by the Board of Directors while still willing and able to perform the duties of Executive Director, SLORTA agrees to pay Employee, in addition to any other amounts that may be due Employee at the time of separation of employment, a lump sum cash payment equal to three (3) months salary, retirement and insurance benefits covered by this Contract, or a continuation of salary and benefits for a period of three (3) months, the particular method to be negotiated at the time of separation.

However, if Employee is terminated pursuant to the provisions of Paragraph 8 of this Contract, then SLORTA shall have no obligation to pay the severance set forth herein.

g. Social Security and Deferred Compensation. SLORTA shall provide

the employer contribution to the federal Social Security Program, and shall also provide \$200 per pay period into a private deferred compensation program established by SLORTA for Employee.

h. General Expenses. Employee shall be permitted to attend relevant conferences, seminars, and other such meetings, the reasonable cost of which shall be paid by SLORTA. SLORTA shall reimburse Employee in accordance with its customary expense reimbursement policies and procedures for expenses incurred by Employee in the execution of his duties under this Contract.

i. Other Benefits. Employee, as Executive Director, shall be entitled to an agency cell phone for continual access in the execution of his duties under this Contract. Employee shall also be entitled to enjoy such other benefits that SLORTA may establish in the future for its employees.

7. Termination of Contract for Convenience. Either party may terminate this Contract at any time by giving to the other party fourteen (14) days written notice of such termination specifying the effective date of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of transactions occurring prior to the effective date of such termination. Employee shall be paid for all work satisfactorily completed prior to the effective date of such termination and for all unused vacation time, and ½ of accrued sick leave accrued to date of termination as specified in section 6(a). However, employee shall only be entitled to Severance Pay, as identified in paragraph 6f, upon “Termination of Contract for Convenience” by action taken by the SLORTA Board of Directors.

8. Termination of Contract for Cause. If Employee fails to fulfill in a timely and professional manner any obligations under this Contract, SLORTA shall have the right to terminate this Contract effective immediately upon giving written notice thereof to Employee. Termination of this Contract under the provisions of this paragraph shall have no effect upon

the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, Employee shall be paid for all work satisfactorily completed prior to the effective date of such termination, all unused vacation time, all benefits or prorated portions thereof through the date of termination, and all reimbursed Employee expenses pursuant to paragraph 6(h) therein. However, Employee shall not be entitled to any severance pay.

9. Performance Evaluation. SLORTA shall evaluate Employee's performance annually as set forth in the adopted Executive Director Performance Evaluation Process, and described in Section 5, and shall establish, with the Employee, performance goals, and objectives for the ensuing year. The performance evaluation shall be facilitated with the assistance of legal counsel and shall be performed by the SLORTA Board of Directors and SLORTA staff.

10. Modification. This Contract constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

11. Non-Assignment of Contract. This Contract is intended to secure the unique and individual services of the Employee and thus Employee shall not assign, transfer, delegate, or sublet this Contract or any interest herein.

12. Covenant. The validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.

13. Enforceability. The invalidity and unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

14. Nondiscrimination. There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by law.

15. Copyright. Any reports, maps, documents, or other materials produced in whole

or part under this Contract shall be the property of SLORTA and shall not be subject to any application for copyright by or on behalf of the Employee.

16. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Employee under this Contract shall become the property of Employee, nor shall be made available to any individual or organization by Employee without the approval of the SLORTA.

IN WITNESS WHEREOF, SLORTA and Employee have executed this Contract on the day and year first hereinabove set forth.

GEOFF STRAW

FRED STRONG, President

CHELSEA SPERAKOS, Recording Secretary

APPROVED AS TO FORM AND LEGAL EFFECT

NINA NEGRANTI, , SLORTA Legal Counsel

Dated: _____

**EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT
BETWEEN SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
AND GEOFF STRAW**

THIS CONTRACT entered into this 3rd day of March 2021 by and between the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (hereinafter referred to as “SLORTA”) and GEOFF STRAW (hereinafter referred to as “Employee”).

WITNESSETH

WHEREAS, SLORTA desires to continue the employment of Geoff Straw as Executive Director of the San Luis Obispo Regional Transit Authority; and

WHEREAS, Geoff Straw desires to serve as the Executive Director of the San Luis Obispo Regional Transit Authority pursuant to the provisions of this Contract; and

WHEREAS, the Board of Directors, as appointing authority, and Geoff Straw desire to specify in a contract as to the terms and conditions of Geoff Straw’s continuing employment as Executive Director.

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1. Employment. SLORTA hereby engages Employee as Executive Director of SLORTA, and Employee hereby agrees to perform for SLORTA the services hereinafter set forth for the compensation and benefits hereinafter set forth, all pursuant to the terms and conditions herein.

2. Scope of Services. Pursuant to this Contract, Employee shall perform all functions and duties of the Executive Director, as specified in the SLORTA Joint Powers Agreement, and such other legally permissible and proper duties and functions as may be assigned by the Board of Directors.

3. Employment Status. Employee will be eligible for membership in any and all benefits from any group plan for hospital, surgical, or medical insurance provided to SLORTA employees, as well as being eligible for membership in any retirement program, or for such other job benefits accruable to an employee in the classified service of SLORTA.

Employee understands and agrees that his term of employment is governed only by this Contract, that no right of tenure is created hereby, that he serves SLORTA as an “at-will” employee, and is exempt from the provisions of the Federal Fair Labor Standards Act (FLSA).

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f. Severance pay. If Employee is terminated by the Board of Directors while still willing and able to perform the duties of Executive Director, SLORTA agrees to pay Employee, in addition to any other amounts that may be due Employee at the time of separation of employment, a lump sum cash payment equal to three (3) months salary, retirement and insurance benefits covered by this Contract, or a continuation of salary and benefits for a period of three (3) months, the particular method to be negotiated at the time of separation.

However, if Employee is terminated pursuant to the provisions of Paragraph 8 of this Contract, then SLORTA shall have no obligation to pay the severance set forth herein.

g. Social Security and Deferred Compensation. SLORTA shall provide the employer contribution to the federal Social Security Program, and shall also provide \$200 per pay period into a private deferred compensation program established by SLORTA for Employee.

h. General Expenses. Employee shall be permitted to attend relevant conferences, seminars, and other such meetings, the reasonable cost of which shall be paid by SLORTA. SLORTA shall reimburse Employee in accordance with its customary expense reimbursement policies and procedures for expenses incurred by Employee in the execution of his duties under this Contract.

i. Other Benefits. Employee, as Executive Director, shall be entitled to an agency cell phone for continual access in the execution of his duties under this Contract. Employee shall also be entitled to enjoy such other benefits that SLORTA may establish in the future for its employees.

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8. Termination of Contract for Cause. If Employee fails to fulfill in a timely and professional manner any obligations under this Contract, SLORTA shall have the right to terminate this Contract effective immediately upon giving written notice thereof to Employee. Termination of this Contract under the provisions of this paragraph shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, Employee shall be paid for all

work satisfactorily completed prior to the effective date of such termination, all unused vacation time, all benefits or prorated portions thereof through the date of termination, and all reimbursed Employee expenses pursuant to paragraph 6(h) therein. However, Employee shall not be entitled to any severance pay.

9. Performance Evaluation. SLORTA shall evaluate Employee's performance annually as set forth in the adopted Executive Director Performance Evaluation Process, and described in Section 5, and shall establish, with the Employee, performance goals, and objectives for the ensuing year. The performance evaluation shall be facilitated with the assistance of legal counsel and shall be performed by the SLORTA Board of Directors and SLORTA staff.

10. Modification. This Contract constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

11. Non-Assignment of Contract. This Contract is intended to secure the unique and individual services of the Employee and thus Employee shall not assign, transfer, delegate, or sublet this Contract or any interest herein.

12. Covenant. The validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.

13. Enforceability. The invalidity and unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

14. Nondiscrimination. There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by law.

15. Copyright. Any reports, maps, documents, or other materials produced in whole or part under this Contract shall be the property of SLORTA and shall not be subject to any application for copyright by or on behalf of the Employee.

16. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Employee under this Contract shall become the property of Employee, nor shall be made available to any individual or organization by Employee without the approval of the SLORTA.

IN WITNESS WHEREOF, SLORTA and Employee have executed this Contract on the day and year first hereinabove set forth.

GEOFF STRAW

FRED STRONG, President

CHELSEA SPERAKOS, Recording Secretary

APPROVED AS TO FORM AND LEGAL EFFECT

NINA NEGRANTI, , SLORTA Legal Counsel

Dated: _____

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: A-8

TOPIC: COVID-19 Prevention Program (CPP) for the San Luis Obispo Regional Transit Authority

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Accept the CPP

BACKGROUND/DISCUSSION:

At the January 2021 RTA Board Meeting, staff provided an update on COVID-19 pandemic impacts which noted:

- In May 2020, the RTA implemented mandatory control measures for COVID-19 as recommended by Cal/OSHA and included the new procedures as a supplemental chapter to the RTA Injury & Illness Prevention Program (IIPP).
- In September 2020, Governor Gavin Newsom signed legislation to protect California's workforce amid the COVID pandemic, including newly enacted SB-1159 and AB-685. Accordingly, staff developed new procedures to ensure the required workers compensation reporting process will be followed in case of a COVID-19 outbreak.
- In November, Cal/OSHA adopted new emergency regulations to address recent spikes in COVID-19 cases and identified methods to prevent future outbreaks in workplaces; the RTA again revised our IIPP procedures to ensure compliance with the new Cal/OSHA COVID-19 prevention program.

Given the ever-changing landscape, in January 2021 staff had not finalized the COVID-19 prevention program (CPP) implementing procedures. Since that time, staff has finalized and distributed the CPP, including providing training to all employees to ensure awareness and compliance.

Staff has also been reviewing the IIPP, as was mentioned during the January 2021 RTA Board meeting, and staff has deemed the IIPP as appropriate with this CPP update being included as supplements to the IIPP. With that, staff is not bringing the full IIPP back to the Board for review at this time; we expect to provide a draft to the Executive Committee at its April 14th meeting.

Staff Recommendation

Accept the COVID-19 Prevention Program (CPP) for the San Luis Obispo Regional Transit Authority.

COVID-19 Prevention Program (CPP) for the San Luis Obispo Regional Transit Authority

This CPP is designed to control exposures to the SARS-CoV-2 virus, hereinafter referred to as COVID-19, that may occur in our workplace.

Authority and Responsibility

The RTA Executive Director has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace, including all vehicles and facilities.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the San Luis Obispo County health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by submitting information to the RTA Safety Committee.

Employee screening

We screen our employees by requiring self-screen in accordance with California Department of Public Health (CDPH) guidelines. Should an employee need to conduct a self-screening during work hours, a non-contact thermometer is available for employee use.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, in accordance with the policies and procedures the RTA has established for addressing safety hazards. These will be coordinated by the Safety and Training Manager to ensure timely correction.

Control of COVID-19 Hazards

Physical Distancing

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Reducing the number of persons in an area at one time, including visitors to buildings and passengers on transit vehicles.
- Visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel.

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

Face Coverings

We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees, and where required by orders from the CDPH or SLO County health department. Employees must also wear a face covering when operating any RTA vehicle, whether or not others are inside the vehicle with the employee. Each employee has access to a minimum of ten fabric face covers provided at no charge in ample supply to allow time for appropriate washing. Additional face coverings are available as requested.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly for COVID-19.

The RTA also provides disposable face coverings for transit passengers and visitors upon request.

Engineering controls

We installed partitions in transit vehicles and in buildings where able for situations where we cannot maintain at least six feet between individuals.

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems.

Cleaning and disinfecting

We implement cleaning and disinfection measures for frequently touched surfaces.

Should we have a COVID-19 case in our workplace, we will implement the following procedures: cleaning and disinfection will be done of areas, materials, and equipment used by a COVID-19 case during the high-risk exposure period by the RTA Utility staff in accordance with applicable biohazard training.

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by employees using provided disinfecting supplies.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) will be disinfected between users.

Hand sanitizing

In order to implement effective hand sanitizing procedures, we have installed hand sanitizer dispensers at all our locations and on all vehicles. In addition, the RTA provides bulk sanitizer so that employees can refill personal sanitizer containers used during the employee's work day. The RTA also encourages employees to wash hands whenever possible for at least 20 seconds each time. The RTA prohibits hand sanitizer that contains methanol.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

Investigating and Responding to COVID-19 Cases

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

Employees who had potential COVID-19 exposure in our workplace will be:

- Provided the opportunity to get COVID-19 testing during their working hours.
- The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to them.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- To whom employees should report COVID-19 symptoms, possible exposure, and positive cases (the Human Resources Officer and their Supervisor) and how to report possible hazards to the RTA Safety Committee.
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where employer-provided testing is not required, how employees can access COVID-19 testing.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing, inform affected employees of the reason for the testing, and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

Training and Instruction

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms but may still spread the disease.
- Methods of physical distancing of at least six feet and the importance of combining physical

distancing with the wearing of face coverings.

- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment – face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Appendix D: COVID-19 Training Roster will be used to document this training.

Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Employees with COVID-19 exposure isolate at work for 10 days after the last known COVID-19 exposure to a COVID-19 case.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we have demonstrated that the COVID-19 exposure is work related. This will be accomplished by employer-provided employee sick leave benefits, payments from public sources or other means of maintaining earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.
- Providing employees at the time of exclusion with information on available benefits.

Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the SLO County health department whenever required by law, and provide any related information requested by the SLO County health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
 - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
 - COVID-19 symptoms have improved.
 - At least 10 days have passed since COVID-19 symptoms first appeared.

- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
 - A negative COVID-19 test will not be required for an employee to return to work.
 - If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 10days from the time the order to quarantine was effective.
-

Geoff Straw, Executive Director
January 13, 2021

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meeting rooms, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace (including transit vehicles), in addition to addressing fixed work locations.

Person conducting the evaluation: _____

Date: _____

Name(s) of employee and authorized employee representative that participated:

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

Appendix B: COVID-19 Inspections

Date: _____

Name of person conducting the inspection: _____

Work location evaluated: _____

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the SLO County health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the SLO County health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: _____

Name of person conducting the investigation: _____

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	

<p>Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):</p>	
--	--

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:			
All employees who may have had COVID-19 exposure and their authorized representatives.	Date:		
	Names of employees that were notified:		
Independent contractors and other employers present at the workplace during the high-risk exposure period.	Date:		
	Names of individuals that were notified:		
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		What could be done to reduce exposure to COVID-19?	
Was local health department notified?		Date:	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Appendix D: COVID-19 Training Roster

Date: _____

Person that conducted the training: _____

Employee Name	Signature

Additional Consideration #1

Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of our CPP will be activated if one or more of our three workplaces is identified by the SLO County health department as the location of a COVID-19 outbreak, or there are three or more COVID-19 cases in a workplace within a 14-day period.

This section of the CPP will stay in effect until there are no new COVID-19 cases detected in a workplace for a 14-day period.

COVID-19 testing

- We will provide COVID-19 testing to all employees in the exposed workplace except for employees who were not present during the period of an outbreak identified by the SLO County health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
 - All employees in an exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the SLO County health department.
 - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the exposed workplace at least once per week, or more frequently if recommended by the SLO County health department, until there are no new COVID-19 cases detected in the exposed workplace for a 14-day period.
 - We will provide additional testing when deemed necessary by Cal/OSHA.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the exposed workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and SLO County health officer orders if applicable.

Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 investigation, review and hazard correction

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
 - Our COVID-19 testing policies.
 - Insufficient outdoor air.
 - Insufficient air filtration.
 - Lack of physical distancing.
- Updating the review:
 - Every thirty days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and

review. We will consider:

- Moving indoor tasks outdoors or having them performed remotely.
- Increasing outdoor air supply when work is done indoors.
- Improving air filtration.
- Increasing physical distancing as much as possible.
- Respiratory protection.

Notifications to the SLO County health department

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in an exposed workplace, we will contact the SLO County health department for guidance on preventing the further spread of COVID-19 within the exposed workplace.
- We will provide to the SLO County health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, exposed workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the exposed workplace of the COVID-19 case, and any other information requested by the SLO County health department. We will continue to give notice to the SLO County health department of any subsequent COVID-19 cases at the exposed workplace.

Additional Consideration #2

Major COVID-19 Outbreaks

This section of our CPP will be activated should one or more of the three RTA workplaces experience 20 or more COVID-19 cases within a 30-day period.

This section of the CPP will stay in effect until there are no new COVID-19 cases detected in the exposed workplace for a 14-day period.

COVID-19 testing

We will provide twice a week COVID-19 testing, or more frequently if recommended by the SLO County health department, to all employees present at the exposed workplace during the relevant 30-day period(s) and who remain at the exposed workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the exposed workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria**, and any relevant SLO County health department orders.

Investigation of workplace COVID-19 illnesses

We will comply with the requirements of our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 hazard correction

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

Notifications to the SLO County health department

We will comply with the requirements of our **Multiple COVID-19 Infections** and **COVID-19 Outbreaks-Notifications to the SLO County Health Department**.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: A-9

TOPIC: Surplus Vehicles – Paso Robles DAR

ACTION: Approve

PRESENTED BY: Melissa C. Mudgett, Grants and Finance Manager

STAFF RECOMMENDATION: Declare Vehicle Surplus and Authorize the Executive Director to Transfer Vehicles or to Dispose of through Auction or Salvage

BACKGROUND/DISCUSSION:

On January 8, 2020, the Board authorized staff to procure two (2) 40-foot low-floor heavy duty buses and two (2) Dial-A-Ride low-floor minivans. The RTA will soon take delivery of two (2) replacement Dial-A-Ride low-floor minivans for the City of Paso Robles and staff is now seeking the Board's direction on disposing of the replaced minivans.

The RTA Purchasing Policy requires staff to determine if surplus equipment has a per-unit fair market value greater than \$5,000. If a piece of equipment, transportation vehicle or bus has a value greater than \$5,000 and it was originally purchased using Federal Transit Administration (FTA) funds, staff is directed to obtain pre-approval from FTA staff to determine how any FTA remaining value should be addressed. A fair market value assessment of these vehicles indicate the vehicle values to be less than \$5,000.

Following a declaration of surplus, the Purchasing Policy permits the RTA Board to transfer surplus demand-response vehicles to other transportation providers in SLO County in the following order of priority:

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

Staff will seek out other local transportation providers to determine if there is a need for these vehicles. Vehicles #729 and #730 have met the useful vehicle life of 4 years or 100,000 miles as determined by the FTA. These vehicles have been experiencing significant maintenance costs, resulting in higher-cost repairs and making the vehicles no longer economically prudent to maintain. The RTA currently has no practical,

efficient or appropriate use for these two minivans as presented in the table below, nor will it have such a use for it in the near future.

Fleet #	Mileage as of 2/17/21	Chassis	Model	Year	Vehicle ID #	In-Service Date	Seating Capacity
729	75,499	DODGE	BRAUN ENTRAVAN	2013	2C4RDGBG8DR787211	6/1/2014	4 + 1 w/c
730	71,748	DODGE	BRAUN ENTRAVAN	2013	2C4RDGBGXDR787212	6/1/2014	4 + 1 w/c

Should no local transportation provider opt to receive these vehicles, staff then recommends the vehicles remaining be sold through our contract with Ken Porter Auctions or be salvaged if the auction company refuses to accept it. Any vehicle auction proceeds would be deposited in the Paso Express capital reserve account for future vehicle replacements.

Staff Recommendation

Declare the vehicles listed above as surplus, and authorize the Executive Director to dispose of these vehicles through the means of transferring to local transportation providers wishing to acquire them on the terms specified above, through auction or by salvage.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MARCH 3, 2021
STAFF REPORT

AGENDA ITEM: A-10

TOPIC: Report on SoCo Transit

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Information

BACKGROUND/DISCUSSION:

The consolidation of South County Transit into the RTA has been appropriately documented with the California Secretary of State, which acknowledged the submittal of necessary Joint Powers Agreement termination documents.

The unaudited SoCo Transit operating and financial results for the last six months of calendar year 2020 (the final months of SoCo Transit as a separate entity) are presented in the tables beginning on page A-10-3. This tabular information is summarized as follows:

- SoCo Transit ridership on Routes 21, 24, 27 and 28 totaled 63,064. In comparison, the ridership in pre-pandemic FY19-20 was 98,450, which represents a decline of 35.9%.
- Trends over the past five years for ridership and productivity (which is defined as the average number of passenger-boardings per service hour), are provided in the graphs beginning on page A-10-6. The graphs illustrate the significant drop in ridership beginning in March 2020 corresponding with the onset of the pandemic. Note that when the pandemic emergency began, SoCo Transit and most other transit agencies in the county reduced service to Saturday levels, which eliminated Route 27 service that is normally weekday only. Route 27 service was restored in late June 2020 when service levels were increased back to hourly service.
- In terms of financial results, staff worked hard to keep operating and capital costs within budget in light of the weakened ridership and other financial challenges. See the tables at the end of this report for details. Some important takeaways include:
 - In terms of overall administrative operating expenses, we were below budget – 40.1% through 50% of the fiscal year, primarily due to reduced

service levels and cessation of High School Tripper service as a result of the pandemic that affected salaries/benefits, vehicle maintenance costs and fuel usage Other significant deviations from budget included office and marketing costs that were also curtailed due to the pandemic emergency.

- Not surprisingly – with the interim pandemic cash fare program – the farebox recovery ratio for core fixed-route services equated to only 3.7. The results will remain below standards until such time that fares are fully re-implemented and ridership recovers.
- The YTD subsidy per passenger-trip on SoCo Transit fixed-route services was \$10.10.

STAFF RECOMMENDATION:

Accept this as an information item.

**SOUTH COUNTY TRANSIT
OPERATING STATEMENT BY ROUTE - WEEKDAY AND TROLLEY
YEAR TO DATE THRU DECEMBER 31, 2020**

	RT 21 PISMO & SHELL BEACH	RT 24 GROVER B. A.G. VILLAGE, PISMO & A.G.	RT 27 GROVER B, AG, OCEANO CLOCKWISE	RT 28 GROVER B, AG, OCEANO COUNTER CW	TOTAL WEEKDAY SERVICE	AVILA BEACH TROLLEY
REVENUES:						
FARES	\$ 5,124	\$ 5,091	\$ 4,709	\$ 5,883	\$ 20,807	\$ -
TOTAL ROUTE REVENUES	\$ 5,124	\$ 5,091	\$ 4,709	\$ 5,883	\$ 20,807	\$ -
EXPENDITURES:						
ADMINISTRATION	\$ 11,788	\$ 11,121	\$ 10,720	\$ 11,885	\$ 45,513	\$ -
MARKETING	1,105	1,040	997	1,114	4,255	-
OPERATIONS/CONTINGENCY	91,406	86,161	83,396	91,885	352,848	-
FUEL	14,394	11,042	10,726	11,364	47,527	-
INSURANCE	21,042	16,127	15,291	16,428	68,889	-
TOTAL EXPENDITURES	\$ 139,734	\$ 125,491	\$ 121,130	\$ 132,677	\$ 519,032	\$ -
FAREBOX RATIO	3.67%	4.06%	3.89%	4.43%	4.01%	#DIV/0!
SERVICE MILES	25,124.2	19,264.5	18,174.2	19,281.3	81,844.2	-
SERVICE HOURS	1,343.1	1,267.2	1,219.9	1,355.3	5,185.6	-
RIDERSHIP (Automatic Counters)	15,543	14,957	8,113	12,053	50,666	-
RIDERS PER MILE	0.6	0.8	0.4	0.6	0.6	#DIV/0!
RIDERS PER HOUR	11.6	11.8	6.7	8.9	9.8	#DIV/0!
COST PER PASSENGER	\$ 8.99	\$ 8.39	\$ 14.93	\$ 11.01	\$ 10.24	#DIV/0!
SUBSIDY PER PASSENGER	\$ 8.66	\$ 8.05	\$ 14.35	\$ 10.52	\$ 9.83	#DIV/0!

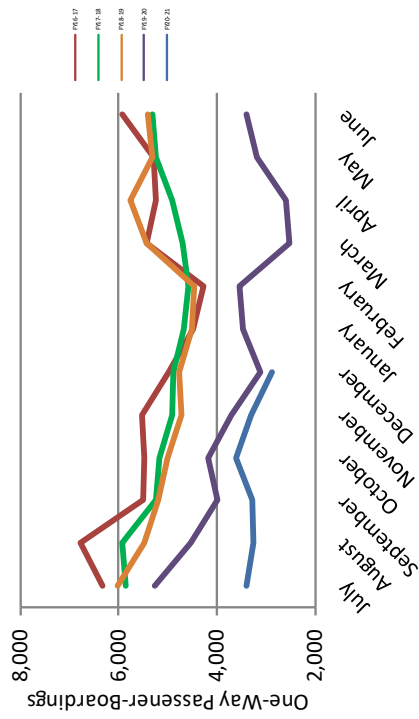
**SOUTH COUNTY TRANSIT
OPERATING STATEMENT BY ROUTE - WEEKEND, AND TOTALS
YEAR TO DATE THRU DECEMBER 31, 2020**

	RT 21 - SAT PISMO & SHELL BEACH	RT 21 - SUN PISMO & SHELL BEACH	RT 24 - SAT GROVER B. A.G. VILLAGE, PISMO & A.G.	RT 24 - SUN GROVER B. A.G. VILLAGE, PISMO & A.G.	RT 28 - SAT GROVER B, AG, OCEANO COUNTER CW	RT 28 - SUN GROVER B, AG, OCEANO COUNTER CW	TOTAL WEEKEND SERVICE	TOTAL SCT ONLY SERVICE	TOTAL SCT AND AVILA SERVICE
REVENUES:									
FARES	\$ 760	\$ 694	\$ 664	\$ 626	\$ 547	\$ 648	\$ 3,940	\$ 24,746	\$ 24,746
TOTAL ROUTE REVENUES	\$ 760	\$ 694	\$ 664	\$ 626	\$ 547	\$ 648	\$ 3,940	\$ 24,746	\$ 24,746
EXPENDITURES:									
ADMINISTRATION	\$ 2,237	\$ 2,097	\$ 2,110	\$ 1,927	\$ 2,088	\$ 2,027	\$ 12,485	\$ 57,998	\$ 57,998
MARKETING	217	200	204	183	202	194	1,201	5,456	5,456
OPERATIONS/CONTINGENCY	17,398	16,343	16,440	15,037	16,209	15,802	97,230	450,077	450,077
FUEL	2,594	2,473	1,990	1,911	2,005	1,949	12,922	60,449	60,449
INSURANCE	3,779	3,591	2,896	2,774	2,916	2,830	18,786	87,674	87,674
TOTAL EXPENDITURES	\$ 26,224	\$ 24,703	\$ 23,640	\$ 21,833	\$ 23,420	\$ 22,802	\$ 142,623	\$ 661,655	\$ 661,655
FAREBOX RATIO	2.90%	2.81%	2.81%	2.87%	2.33%	2.84%	2.76%	3.74%	3.74%
SERVICE MILES	4,511.2	4,279.8	3,457.1	3,305.8	3,483.0	3,373.4	22,410.3	104,254.5	104,254.5
SERVICE HOURS	252.4	239.5	238.8	220.3	236.2	232.3	1,419.4	6,605.0	6,605.0
RIDERSHIP (Automatic Counters)	2,333	1,857	2,216	2,047	2,120	1,825	12,398	63,064	63,064
RIDERS PER MILE	0.5	0.4	0.6	0.6	0.6	0.5	0.6	0.6	0.6
RIDERS PER HOUR	9.2	7.8	9.3	9.3	9.0	7.9	8.7	9.5	9.5
COST PER PASSENGER	\$ 11.24	\$ 13.30	\$ 10.67	\$ 10.67	\$ 11.05	\$ 12.49	\$ 11.50	\$ 10.49	\$ 10.49
SUBSIDY PER PASSENGER	\$ 10.91	\$ 12.93	\$ 10.37	\$ 10.36	\$ 10.79	\$ 12.14	\$ 11.19	\$ 10.10	\$ 10.10

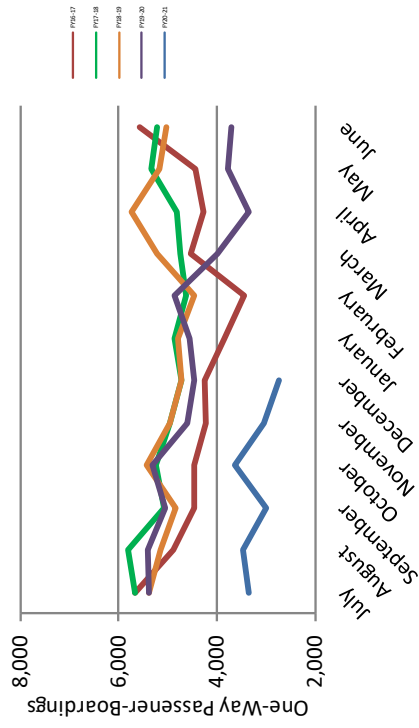
SOUTH COUNTY TRANSIT
2020-21 Budget vs. Actual (unaudited)

	FY 20/21 Adopted	Year to Date	Percent Year to Date
Use of Resources			
<u>Administrative Expenditures</u>			
Insurance			
Liability & Physical Damage	\$ 123,310	56,108	45.5%
Workers Compensation	70,710	31,614	44.7%
Property Insurance	880	947	107.6%
Rent	31,060	15,300	49.3%
Utilities	11,590	7,284	62.8%
Radio Expense	1,360	680	50.0%
Legal Services	1,590	-	0.0%
Payroll Processing	690	334	48.4%
Administration - Staff Time	82,390	41,195	50.0%
Finance - Staff Time	14,560	7,280	50.0%
Marketing - Staff Time	5,620	2,810	50.0%
Office Expense/Miscellaneous	4,580	931	20.3%
Audit	11,420	8,320	72.9%
Marketing/Community Relations/Printing	17,180	2,646	15.4%
Uniforms/Laundry/Physicals/Ads	10,040	3,423	34.1%
<u>Operating Expenditures</u>			
Salaries/Benefits	\$ 787,380	\$ 326,834	41.5%
Maintenance	250,940	84,512	33.7%
Dispatch	24,090	12,045	50.0%
SCT Bus Fuel	191,190	61,471	32.2%
Contingency	16,370	-	0.0%
9 Total Operating Expenditures	\$ 1,656,950	\$ 663,732	40.1%
<u>Capital Service</u>			
Support Vehicle	\$ 50,000	\$ -	0.0%
Short Range Transit Plan	-	7,222	#DIV/0!
Computer Upgrade	1,500	-	0.0%
Vehicles/ITS	631,750	68,860	10.9%
Facility Improvements/Bus Stop Amenities	47,860	-	0.0%
Total Capital Service	\$ 731,110	\$ 76,082	10.4%
10 Total Use of Resources	\$ 2,388,060	\$ 739,814	31.0%

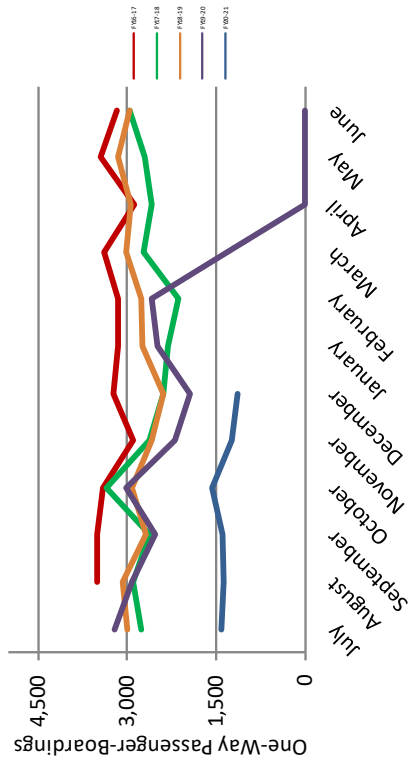
Route 21 Ridership By Month



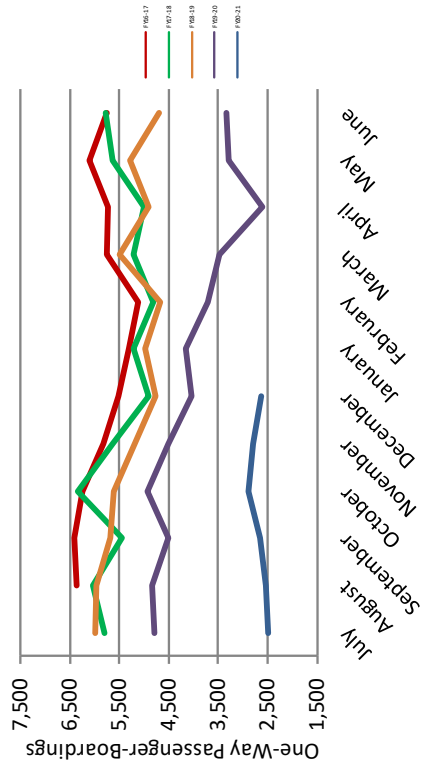
Route 24 Ridership By Month



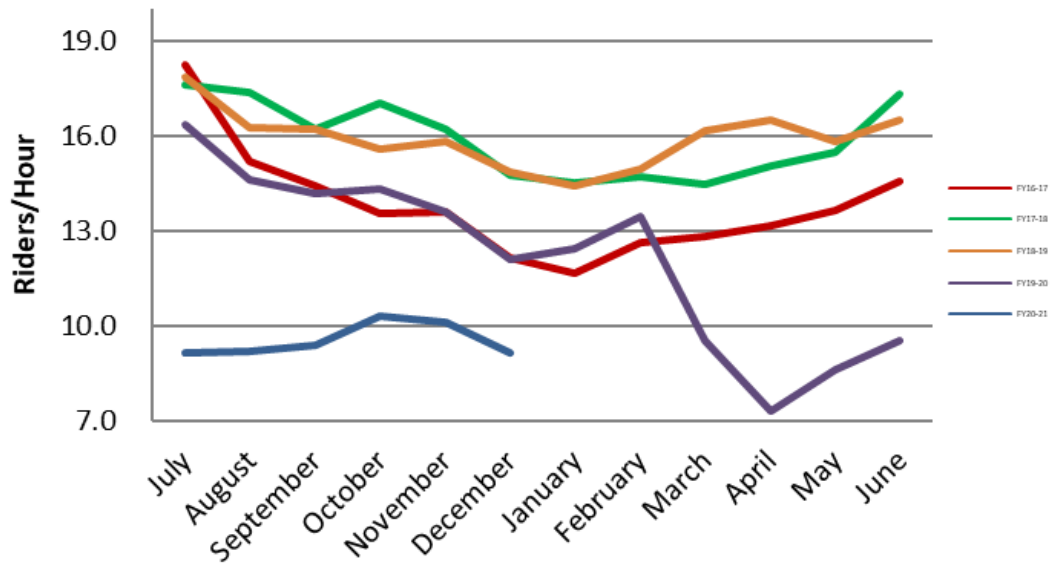
Route 27 Ridership By Month



Route 28 Ridership By Month



SCT Historical Productivity



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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: A-11

TOPIC: Solar Lighting Bus Stop Improvement Project

PRESENTED BY: Melissa C. Mudgett, Grants and Finance Manager

STAFF RECOMMENDATION: Authorize use of State Proposition 1B Safety & Security Funds for the Procurement and Installation of Bus Stop Solar Lighting in an amount not-to-exceed \$72,000

BACKGROUND/DISCUSSION:

Proposition 1B was passed in November 2006 by California voters. Approximately \$12.1 million was apportioned to San Luis Obispo County for transit capital projects over the next five years. The RTA is an eligible recipient of this funding.

In FY14-15 RTA applied for and was awarded \$241,946 in Proposition 1B Safety and Security Funds for adding on-bus security camera systems for Runabout (ADA) and Dial-A-Ride vehicles and Solar Lighting improvements at various bus stop locations throughout the county of San Luis Obispo. The camera system project has been fully completed and now the RTA has identified locations that would greatly benefit by improving passenger and driver safety with the addition of solar lighting at various bus stop locations. There is approximately \$72,000 remaining in Proposition 1B Safety and Security funds to support solar lighting bus stop improvements.

In 2017, staff developed a comprehensive Bus Stop Improvement Plan to prioritize the RTA regional and local fixed-route bus stop improvements and identify capital requirements. The purpose of this Plan was to ensure, to the extent practicable, that all bus stops served by RTA fixed-routes are safe, accessible, convenient, and comfortable for transit users. The Plan recommends solar lighting improvement projects at bus stop locations throughout the county. Factors considered when prioritizing bus stop improvements included the following:

1. Number of boardings and alightings
2. Existing Amenities (benches, shelters, lighting, bicycle parking & safe pathways)
3. Cost to install amenities
4. Specific safety concerns
5. Public input and requests for improvements

6. Jurisdictional control of the bus stop location

Using these factors noted above, staff has identified the highest priority bus stop locations that would benefit the most from solar lighting improvements. Staff recommends using the FY14-15 Proposition 1B Safety & Security funds identified for this purpose to purchase and install the bus stop solar lighting.

Staff Recommendation

Authorize the Executive Director to solicit quotes and subsequently award a contract to procure solar lighting equipment and implement the bus stop solar lighting improvements in an amount not-to-exceed \$72,000.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Executive Director's Report

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Information

BACKGROUND/DISCUSSION:

Update on COVID-19 Pandemic Impacts (as of February 22, 2021):

Since my last report on January 6, 2021, the SLO County Department of Public Health granted vaccination access to our frontline employees because we provide vital transportation for vulnerable populations. More than 70% of our Bus Operators and Operations Supervisors have received vaccinations, while the “take rate” for maintenance employees has not been quite as high. Several employees had mild to moderate reactions to their vaccination, which required last-minute coverage of their shifts – but fortunately no service disruptions to date. Since the pandemic, ten employees have tested positive, but fortunately all have fully recovered (some with lingering symptoms) or are recovering. I continue to serve on the County's Vaccination Task Force.

The CDC issued a new nationwide rule requiring face masks on all transportation modes on January 31st. In effect, the new rule further defined compliant face coverings. Specifically, persons formerly using a face shield must now also use a two-layer face mask, and single-layer bandanas/scarves are no longer compliant. The issue of persons who cannot use a face mask due to a disability has still not yet been fully clarified by the Transportation Security Administration; as soon as new guidance is issued we will provide updates on buses, our website and other media.

Operations:



We are proud to announce that Paul Lockett has been selected as our Employee of the Quarter. Paul was originally hired as a Bus Operator at South County Transit nearly 15 years ago, and he is universally liked by riders and co-workers alike. Although we cannot

show our appreciation during a public meeting, I ask that we give Paul a virtual round of applause.

After the departure of long-time Technician Fred Carlberg, we are happy to announce that we have hired Luis Trejo as a Technician C who will work evenings in our SLO shop. Luis has worked for an automotive repair shop in SLO that maintains postal vehicles under a fleet maintenance contract. We also have hired David Alm into the Bus Operator training program.

Due to increasing ridership that exceeded our on-bus pandemic-related capacity constraints, we implemented a “shadow” bus on the 4:33PM northbound Route 9 SLO-Paso trip on February 16th. We continue to closely monitor ridership numbers on other bus trips, including a northbound Route 10 Santa Maria-SLO morning bus trip, and a southbound Route 10 SLO-Santa Maria afternoon trip.

The catalytic converter was stolen from one of our cutaway vans parked in our Paso Robles yard the first weekend of February. Unfortunately, we were not able to obtain good video footage that we could provide to the Paso Robles Police Department. It total, this incident will cost us about \$2,000, and the van has sidelined for more than two weeks due to a backorder on catalytic converters. We have devised a theft deterrent strategy to help us avoid and hopefully help catch a thief in the future.

Marketing & Service Planning:

We submitted a proposal to Caltrans for a Sustainable Communities Grant program to complete a Coordinated Joint Plans in our region. In short, this study will provide Short-Range Transit Plans (SRPT) for the RTA, SLO Transit, Atascadero Dial-A-Ride, Paso Express and SLOCAT services, while incorporating findings/recommendations from recently completed SRTPs for Morro Bay Transit, SoCo Transit, and rural Dial-a-Ride programs. Of particular interest is right-sizing after the pandemic and coordinating capital needs as the region transitions to zero-emission buses. Grant awards will be announced in June 2021, with study activities able to begin in late fall 2021.

The majority of marketing efforts necessarily focus on COVID-19 updates for our customers, employees and other stakeholders. Since the RTA Board met in early January, we have issued several company memoranda regarding the agency's expectations on preventing spread of the disease, the vaccines and CARES sick leave benefits, obtained customized pins for those who have been vaccinated, and explained new CDC regulations.



The RTA received positive press as part of the County Department of Public Health's marketing efforts surrounding its vaccination efforts. Below is a *Community Hero Highlight* story that I have cut/pasted from the County's February 11th COVID-19

Vaccine Updates newsletter, which can also be found at <https://us9.campaign-archive.com/?u=dd822c12f8e8106fb337418b7&id=540c2beeaf>

Community Hero Highlight 🧑🏻



Getting a ride to your vaccine appointment? Brian might be the one to get you there!

He is one of the many invaluable people helping to #VaccinateSLOCounty through the efforts of the Regional Transit Authority -- which offers free round-trip transportation to and from the County's vaccination clinics for elderly citizens who otherwise would have no way of getting to their appointment.

"It's been really nice. Some of the people are nervous or scared. I feel like I'm giving them some comfort, putting them a little bit more at ease," Brian shared. "I just try to be friendly and reassure them that we're getting them there and that the people here know what they're doing. We're just one little part of the process. I think it's great that RTA is willing to provide this service to help people get here and I'm glad I could be a part of that and help out."

Marketing and operations staff members have spent a lot of time trying to develop a potential plan for serving school campuses as in-class teaching resumes. However, at this point we cannot provide a clear action plan. RTA follows the CDC guidelines which continue to enforce a 6 foot space for physical distancing requirements during COVID-19. This has resulted in severe capacity limits on our vehicles. For example, a 40 foot bus can now only carry 10-15 passengers at one time and our smaller vehicles, such as the cutaway used on Route 15, can only carry up to 7. If RTA were to return to offering our school tripper services we risk reaching a vehicle's capacity level and may have to leave a student behind at a bus stop. We have a limited supply of buses/operators and do not have the ability to supply sufficient service for the school trippers at this time. As this is an evolving issue and I will provide the most up to date information on potential bell times and current ridership patterns and bus capacity during my presentation on March 3rd.

Finance and Administration:

The Diversity, Equity and Inclusion consultant completed on-site and telephone interviews on December 7th and 8th. However, we have not yet received the administrative draft report, which we hoped to present at today's RTA Board meeting. It is our plan to present it to the Executive Committee at its April 14th meeting and then the Board at its May 5th meeting.

As depicted in Agenda Item A-8, we implemented the OSHA-required procedures to address COVID-19 and other transmissible diseases that is included in the COVID-19 Prevention Plan. Staff is working on incorporating these new requirements into our existing Illness and Injury Prevention Plan, which is in need of an overall update. I hope to bring a draft to the Executive Committee at its April 2021 meeting

Our unaudited operating and financial results for the first seven months of FY20-21 are presented in the tables beginning on page B-1-6. This tabular information is summarized as follows:

- RTA core fixed-route ridership totaled 164,195. In comparison, the ridership in pre-pandemic FY19-20 was 401,033, which represents a decline of 59.1%.
- Runabout ridership totaled 9,774, which is a decline of 59.4% compared to last year (24,101).
- Trends over the past five years for ridership and productivity (which is defined as the average number of passenger-boardings per service hour), are provided in the graphs beginning on page B-1-9. The graphs illustrate the significant drop in ridership beginning in March 2020 corresponding with the onset of the pandemic.
- In terms of financial results, staff worked hard to keep operating and capital costs within budget in light of the weakened ridership and other financial challenges. See the tables at the end of this report for details. Some important takeaways include:
 - In terms of overall non-capital expenses, we were slightly below budget – 47.3% through 58.3% of the fiscal year.
 - Administrative costs were slightly below budget: 49.4% through 58.3% of the fiscal year. The greatest deviations below budget were in Professional Technical Services and Professional Development (both 29.7%), followed by Marketing & Reproduction (32.2%) – all of which are lower due to the pandemic emergency. Property Insurance has been paid for the year, and it is slightly higher than budgeted (\$30,154 actual vs. budget of 28,490).
 - Overall Service Delivery costs are below budget at 47.0%, largely in part due to slightly reduced paid staff hours due to the lower COVID-19 service

levels. Due to the aforementioned addition of a one Route 9 shadow bus, the YTD percentage will increase slightly as the fiscal year progresses.

- Not surprisingly – with the interim pandemic cash fare program – the farebox recovery ratio for core fixed-route services equated to only 2.5%, while Runabout achieved a ratio of 2.3%. The results will remain below standards until such time that fares are fully re-implemented and ridership recovers.
- The YTD subsidy per passenger-trip on core fixed-route services was \$22.06 and for Runabout it was \$149.55.

As noted during the December 2nd RTA Board meeting, we have encountered increasing passenger loads on the fixed-route services. Fortunately, the increases have abated somewhat and – along with the aforementioned new Route 9 shadow service – we were not forced to enforce passenger limits. We are working with Rideshare to implement an expanded “guaranteed ride” trip for those who might be impacted once limits must be enforced.

STAFF RECOMMENDATION:

Accept this as an information item.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

	Adopted Budget FY 2020-21	December Actual	January Budget	January Actual	January Variance	Year to Date FY 2020-21	Percent of Total Budget FY 2020-21
Administration:							
Labor							
Hours	76,690	3,890	7,001	5,195	1,806	30,785	40.1%
Miles	1,674,640	84,619	149,362	111,803	37,558	686,612	41.0%
operations cost	1,042,550	80,480	86,879	73,360	13,519	564,420	54.1%
Office Space Rental	47,000	11,750	11,750	10,884	866	29,679	63.1%
Property Insurance	508,850	37,371	43,698	37,371	6,328	277,835	54.6%
Professional Technical Services	28,490	-	75	-	75	30,154	105.8%
Professional Development	117,400	4,307	9,783	4,933	4,850	34,887	29.7%
Operating Expense	60,070	5,351	5,006	2,054	2,952	17,826	29.7%
Marketing and Reproduction	365,150	20,927	36,033	17,987	18,046	156,680	42.9%
North County Management Contract	98,560	4,872	9,163	3,237	5,927	31,743	32.2%
County Management Contract	(44,440)	(3,703)	(3,703)	(7,632)	-	(25,923)	58.3%
SCT Management Contract	(91,580)	(7,632)	(7,632)	(10,555)	-	(53,422)	58.3%
operations cost	(126,660)	(10,555)	(10,555)	(10,555)	-	(73,885)	58.3%
Total Administration	2,005,390	131,418	180,498	127,936	52,562	989,994	49.4%
Service Delivery:							
Labor - Operations	5,927,310	400,153	531,405	382,028	149,377	2,748,743	46.4%
Labor - Operations Workers Comp	355,290	-	97,665	82,280	15,385	224,356	63.1%
Labor - Maintenance	1,287,250	103,307	111,569	104,674	6,895	699,287	54.3%
Labor - Maintenance Workers Comp	97,290	-	25,375	22,531	2,844	61,436	63.1%
Fuel	1,064,520	55,161	96,677	73,084	23,593	461,672	43.4%
Insurance	764,160	54,123	68,818	63,172	5,646	386,287	50.6%
Special Transportation (for SLOCAT and Paso)	48,340	2,025	4,028	1,475	2,553	12,125	25.1%
Avila Trolley	68,460	-	-	-	-	-	0.0%
Maintenance (parts, supplies, materials)	688,380	65,758	61,953	45,214	16,740	285,469	41.5%
Maintenance Contract Costs	143,200	5,938	13,152	(85)	13,237	26,002	18.2%
Total Operations	10,444,200	686,464	1,010,643	774,372	236,270	4,905,378	47.0%
Capital/Studies:							
Computer System Maintenance/Upgrades	46,440	829	-	-	-	18,226	39.2%
Miscellaneous Capital	40,200	-	-	-	-	34,029	84.6%
Maintenance Equipment	6,600	-	-	-	-	-	0.0%
Radios	313,360	-	-	-	-	10,982	3.5%
Bus Stop Improvements/Bus Stop Solar Lighting	453,060	-	3,400	3,400	-	3,400	0.8%
COVID Related Capital Items	56,700	-	-	-	-	-	0.0%
Vehicles	631,800	-	-	-	-	-	0.0%
Support Vehicles	40' Coaches	-	-	-	-	-	0.0%
Cutaway and Dial A Ride	631,750	-	-	-	-	-	0.0%
Runabout Vehicles	261,300	81,288	-	-	-	469,732	179.8%
Total Capital Outlay	2,441,210	82,117	3,400	3,400	-	536,368	22.0%
Contingency	147,240	93,930	12,953	2,646	10,307	128,816	87.5%
Debt Service Reserve	203,960	-	-	-	-	-	0.0%
Loan Repayments	24,010	-	-	-	-	-	0.0%
Elks Lane Project	15,298,090	1,001,296	978,180	(978,180)	-	5,123,224	33.5%
Management Contracts	262,680	21,890	21,890	21,890	-	153,230	58.3%
TOTAL FUNDING USES	30,826,780	2,017,115	1,229,383	1,908,424	(679,041)	11,837,010	38.4%
TOTAL NON-CAPITAL EXPENDITURES	13,063,470	933,702	1,225,983	926,845	299,139	6,177,418	47.3%

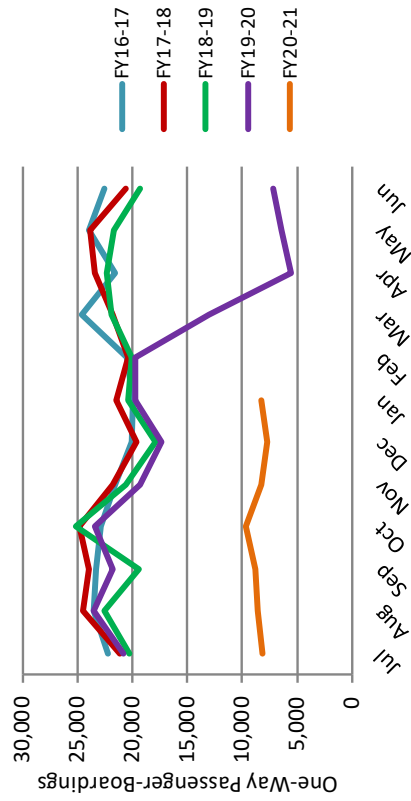
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU JANUARY 31, 2021
CURRENT FISCAL YEAR - 2020/2021**

	RT 9 P.R. TEMP., ATAS, S.M., CAL POLY, S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE	SOUTH COUNTY TRANSIT	AVILA TROLLEY	RUNABOUT	SYSTEM TOTAL
REVENUES:												
FARES	\$ 29,397	\$ 35,464	\$ 26,456	\$ -	\$ 3,016	\$ 94,334	\$ 35,706	\$ 2,772	\$ 3,213	\$ -	\$ 33,888	\$ 169,912
TOTAL ROUTE REVENUES	\$ 29,397	\$ 35,464	\$ 26,456	\$ -	\$ 3,016	\$ 94,334	\$ 35,706	\$ 2,772	\$ 3,213	\$ -	\$ 33,888	\$ 169,912
EXPENDITURES:												
ADMINISTRATION	\$ 258,018	\$ 216,742	\$ 151,304	\$ 2,466	\$ 67,034	\$ 695,563	\$ 22,115	\$ 3,808	\$ 11,098	\$ -	\$ 328,890	\$ 1,061,474
MARKETING	11,724	9,899	6,917	111	3,093	31,743	-	-	-	-	-	31,743
OPERATIONS/CONTINGENCY	865,061	743,224	510,092	8,548	231,369	2,358,294	419,543	73,792	118,371	-	1,038,746	4,008,746
FUEL	116,999	122,536	72,720	1,431	38,166	351,851	19,466	2,496	11,447	-	65,630	450,890
INSURANCE	92,661	97,085	57,588	1,138	30,317	278,789	28,137	2,714	9,332	-	62,288	381,261
TOTAL EXPENDITURES	\$ 1,344,463	\$ 1,189,485	\$ 796,621	\$ 13,693	\$ 369,979	\$ 3,716,240	\$ 489,262	\$ 82,810	\$ 150,248	\$ -	\$ 1,495,554	\$ 5,934,114
FAREBOX RATIO	2.2%	3.0%	3.3%	0.0%	0.8%	2.5%	7.3%	3.3%	2.1%	#DIV/0!	2.3%	2.9%
SERVICE MILES	167,473.1	175,379.1	104,051.8	2,043.7	54,522.2	503,469.8	50,467.0	4,880.0	17,444.3	-	111,799.0	688,060.1
SERVICE HOURS	6,457.4	5,428.0	3,787.7	61.8	1,675.7	17,410.6	3,534.5	609.9	1,099.9	-	8,172.9	30,827.7
RIDERSHIP (Automatic Counters)	59,384	58,633	37,409	1,581	7,188	164,195	31,222	994	9,324	0	9,774	215,509
RIDERS PER MILE	0.35	0.33	0.36	0.77	0.13	0.33	0.62	0.20	0.53	#DIV/0!	0.09	0.31
RIDERS PER HOUR	9.2	10.8	9.9	25.6	4.3	9.4	8.8	1.6	8.5	#DIV/0!	1.2	7.0
COST PER PASSENGER	\$ 22.64	\$ 20.29	\$ 21.35	\$ 8.66	\$ 51.47	\$ 22.63	\$ 15.67	\$ 83.31	\$ 16.11	#DIV/0!	\$ 153.01	\$ 27.54
SUBSIDY PER PASSENGER	\$ 22.15	\$ 19.68	\$ 20.64	\$ 8.66	\$ 51.05	\$ 22.06	\$ 14.53	\$ 80.52	\$ 15.77	#DIV/0!	\$ 149.55	\$ 26.75

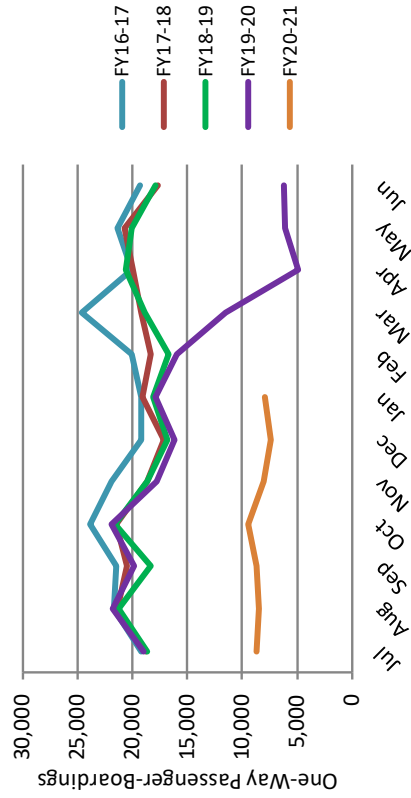
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU JANUARY 31, 2021
CURRENT FISCAL YEAR - 2020/2021**

	RT 21	RT 21 Saturday	RT 21 Sunday	RT 24	RT 24 Saturday	RT 24 Sunday	RT 27	RT 28	RT 28 Saturday	RT 28 Sunday	SCT Total	Avila Trolley
REVENUES:												
FARES	1,625	123	101	487	109	76	183	322	92	96	3,213	0
TOTAL ROUTE REVENUES	1,625	123	101	487	109	76	183	322	92	96	3,213	0
EXPENDITURES:												
ADMINISTRATION	2,106	513	457	2,028	462	419	2,049	2,099	494	471	11,098	0
MARKETING	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIONS/CONTINGENCY	22,459	5,477	4,875	21,632	4,926	4,473	21,852	22,389	5,268	5,020	118,371	0
FUEL	2,592	596	546	1,981	452	420	1,986	1,982	466	427	11,447	0
INSURANCE	2,113	486	445	1,615	368	343	1,619	1,615	380	348	9,332	0
TOTAL EXPENDITURES	29,270	7,072	6,323	27,256	6,208	5,655	27,506	28,085	6,608	6,265	150,248	0
FAREBOX RATIO	5.6%	1.7%	1.6%	1.8%	1.8%	1.3%	0.7%	1.1%	1.4%	1.5%	2.1%	#DIV/0!
RIDERSHIP	2,152	428	360	1,921	408	372	1,272	1,682	381	348	9,324	0
SERVICE MILES	3,949.9	908.3	831.5	3,018.7	688.6	640.7	3,026.6	3,019.6	710.3	650.2	17,444.3	-
SERVICE HOURS	208.7	50.9	45.3	201.0	45.8	41.6	203.0	208.0	49.0	46.6	1,099.9	-
RIDERS PER MILE	0.54	0.47	0.43	0.64	0.59	0.58	0.42	0.56	0.54	0.54	0.53	#DIV/0!
RIDERS PER HOUR	10.31	8.41	7.95	9.56	8.91	8.95	6.26	8.09	7.78	7.46	8.48	#DIV/0!
COST PER PASSENGER	\$ 13.60	\$ 16.52	\$ 17.56	\$ 14.19	\$ 15.22	\$ 15.20	\$ 21.62	\$ 16.70	\$ 17.34	\$ 18.00	\$ 16.11	#DIV/0!
SUBSIDY PER PASSENGER	\$ 12.85	\$ 16.24	\$ 17.28	\$ 13.94	\$ 14.95	\$ 15.00	\$ 21.48	\$ 16.51	\$ 17.10	\$ 17.73	\$ 15.77	#DIV/0!

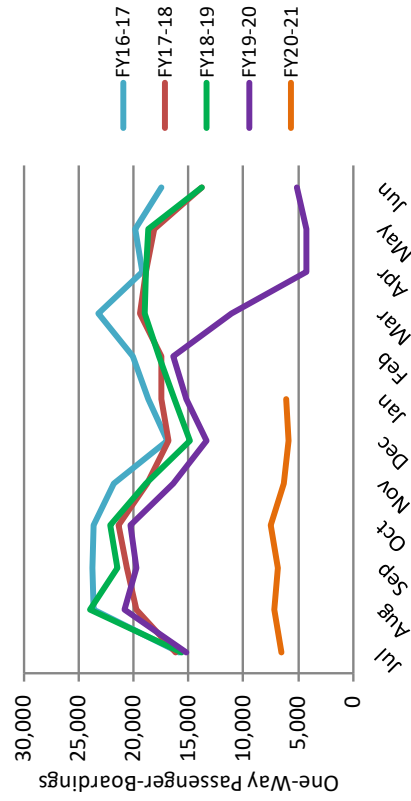
RTA Route 9 Ridership By Month



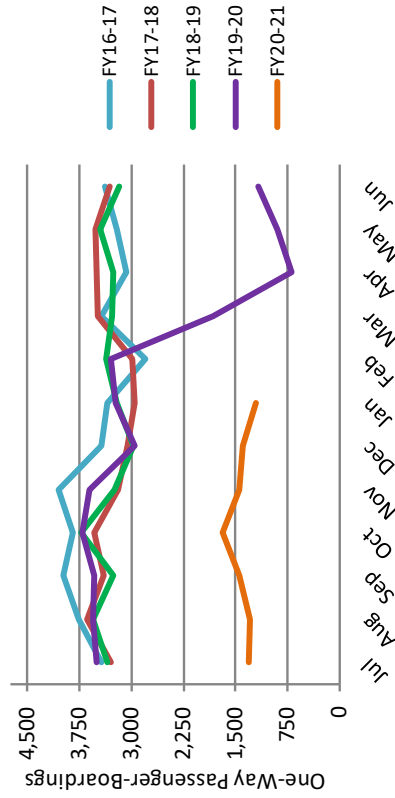
RTA Route 10 Ridership By Month



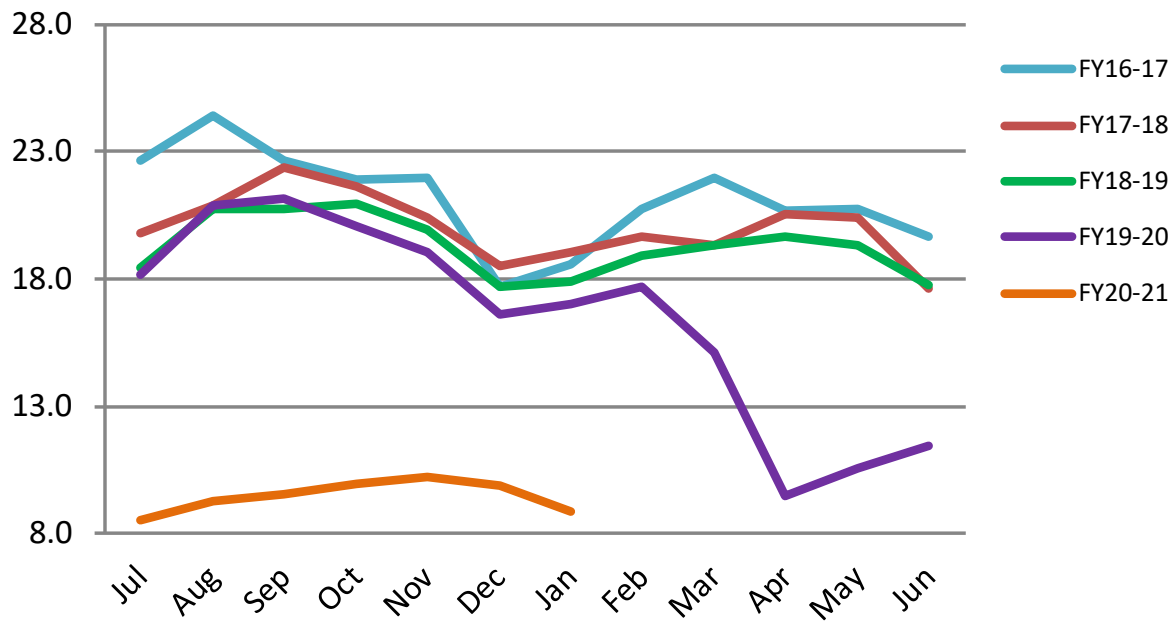
RTA Rtes. 12, 14 & 15 Pass./Mo.



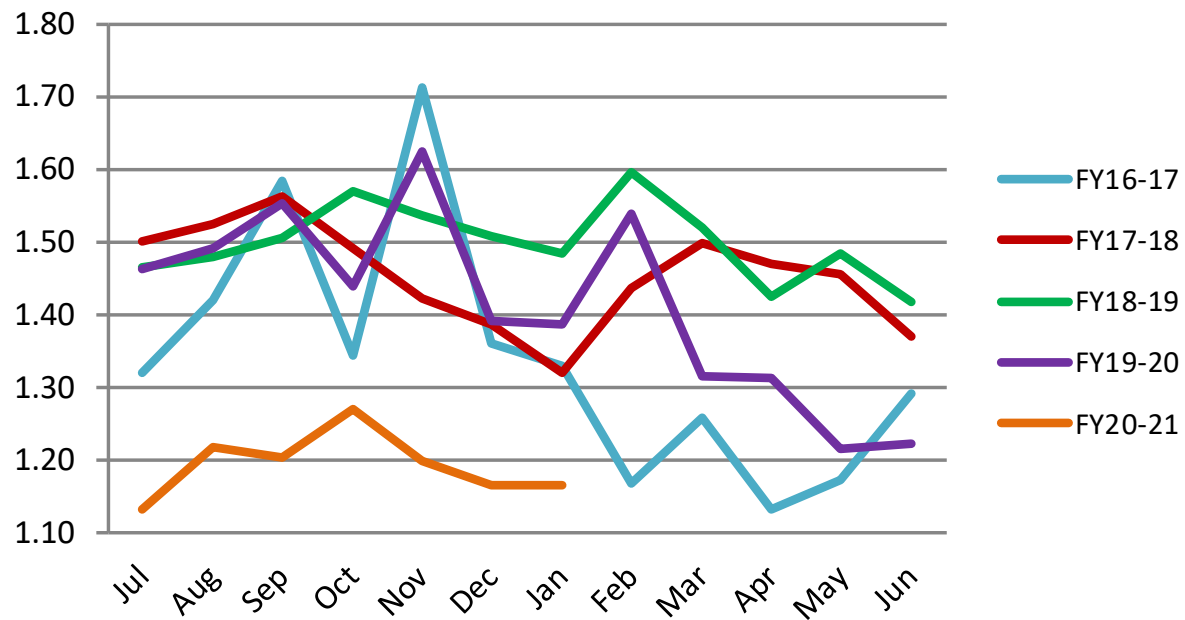
RTA Runabout Ridership by Mo.



RTA Fixed Route Productivity



RTA Runabout Productivity



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MARCH 3, 2021
STAFF REPORT**

AGENDA ITEM: B-2

TOPIC: Bus Maintenance Facility Update

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Accept at Information

BACKGROUND/DISCUSSION:

Construction of the Bus Maintenance Facility (BMF) project continues in earnest, with construction activities now visible from adjacent roadways. To date, only a minor delay was encountered due to two subcontractors' employees becoming sick from COVID-19; the subcontractor was able to bring in other employees to again fully staff the project, and it appears that the sick employees have since recovered.

The significant wind and rain storm encountered on January 27-29 also resulted in four lost work days (including the following Monday). Fortunately, local subcontractor Crye Construction was able to accelerate/complete base and grading work prior to the storm, which minimized clean-up and flood damage. See pictures at the end of this report for details.

Below are some significant BMF milestones:

1. We have processed 18 invoices from Stantec Architecture from November 2018 through the end of November 2020 totaling \$2,167,065.01. Stantec completed design, engineering and permitting work, and continues to provide construction administration services (responding to Requests for Information, approving Submittals, etc.). A total of \$342,360.55 remains in our agreed work scope.
2. We have processed ten invoices from Kitchell CEM through December 27, 2021, totaling \$453,752. Kitchell CEM's agreement includes construction management services and CEQA monitoring, as well as inspections. A total of \$1,141,392 remains in our agreed work scope.
3. We have processed six invoices from SCI as the general contractor through the end of January 31, 2021, totaling \$4,797,725.16, less \$239,886.32. That equates to payments of \$4,557,838.84. Including retainage, a total of \$12,453,404.93 remains in our current work scope.

4. On February 2nd, several RTA staff and I conducted a virtual kick-off meeting with officials from the Federal Transit Administration Region 9 office and their contracted Project Management Oversight (PMO) provider for the BMF project. A PMO is required under major capital projects that exceed \$100M in FTA dollars, as well as those capital projects funded with TIFIA funds. It was a timely meeting, since we expect to spend down existing grant funds and the local loan with Pacific Western Bank for the February invoices and will need to access the TIFIA funds soon thereafter; the PMO must authorize payment prior release of funds, which takes about three weeks. It should be noted that the RTA's grant-making oversight staff are now based out of the Los Angeles satellite office, with overall FTA oversight remaining in the main Region 9 office in San Francisco.
5. Erection of the Cement Masonry Units (CMU) supplied by local vendor Air-Vol Block and installed by local masonry subcontractor (Masonry by Darin headquartered in Paso Robles) is expected to be completed by March 5th. The Maintenance Shop area walls are being constructed with CMU, which is the critical path for the project. The mason has also installed the structural steel embeds into the CMU walls. See pictures at the end of this report.
6. Structural steel was delivered the week of February 15th, and erection of the Administration/Operations portion of the project began that same week by Bragg Crane & Rigging headquartered in Santa Maria.
7. Delivery of most roof decking and siding began the week of February 15th. The Administration/Operations roof deck and steel stud framing will be installed beginning the week of March 8th, along with the structural steel within the Shop portion of the project. That work will be completed by March 26th.
8. RTA Board Directors Arnold, Ortiz-Legg, Paulding and Pease have toured the BMF site with me. If additional Board members or alternates are interested in seeing the BMF up close, please contact me to arrange a date/time.

RTA Maintenance Manager Andy Wyly and I continue to meet weekly with our Construction Manager consultants (Kitchell CEM), the General Contractor's leadership team (Specialty Construction), and the design/engineering Construction Administrator (Stantec Architecture). These meetings are vital to ensure the project remains within budget and on schedule. Specifically, we review and document the minutes from the previous meeting, the Short-Interval Schedule, the Request for Information log, and the Submittals log. In the past two weeks, we have focused on Buy America requirements and the subcontractors' responsibilities – which may result in delays in delivering compliant materials that meet these stringent requirements.

STAFF RECOMMENDATION:

Accept this as an information item.

Storm event on January 27-29, 2020



SW corner looking NNE – not retention pond



SW corner looking north (Sunset Drive-In screen in background)



SW corner looking NE



SE corner looking north (CAPSLO to right)



SE corner looking NW



Nearby San Luis Creek at Elks Lane
(source of prior flooding events)

Erection of CMU Walls and Structural Steel as of February 19, 2021



Crane installing public entrance structure



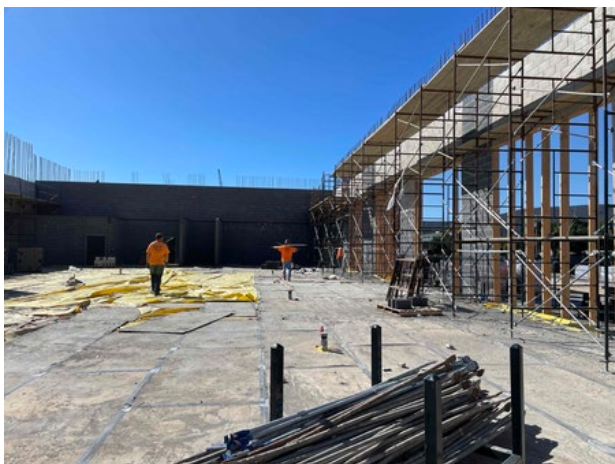
RTA staff & consultants inspecting site



Crane loading structural steel



Installation of CMU embeds on exterior of shop doors



Interior of shop area looking south



Interior of admin/ops area looking NE

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: C-1

TOPIC: Fiscal Year 2021-22 Budget Assumptions

ACTION: Approve FY20-21 Budget Assumptions

PRESENTED BY: Tania Arnold, Deputy Director/CFO

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

EXECUTIVE COMMITTEE RECOMMENDATION: Recommend staff provide the FY21-22 budget assumptions and budget calendar to the Board for approval at the March 3rd Board meeting, so that a detailed work plan and budget may be developed

BACKGROUND/DISCUSSION:

The following report outlines staff's recommended budget assumptions for the RTA's Fiscal Year 2021-22 Operating and Capital Budget, and it is the first step in the development of our operating budget and operating program. It should be noted that the RTA is again developing a two-year operating budget and five-year capital budget. As in past years, only the first year would be financially-constrained, while the out-years should be considered advisory. Upon the Board's guidance and approval of these assumptions, staff will prepare a detailed report along with preliminary budget numbers for presentation to the Executive Committee at their April 14th meeting prior to the final draft budget presentation to the Board in May.

KEY ISSUES

1. Address the operational and financial impacts of the COVID-19 pandemic, both internally and in support of the communities in which the RTA operates. Impacts include:
 - a. Liability costs, which stabilized due to the RTA's good safety record, but the market continues to be extremely volatile.
 - b. Continuing to focus on containment of Runabout costs, especially as productivity during the pandemic is reduced (by design), as well as the expected increase in demand as the region recovers.

- c. Address staffing and retention, particularly in the Bus Operator classification.
2. Negotiate a new or extended Collective Bargaining Agreement with Teamsters Local 986, which represents Bus Operators, Technicians and Utility employees. The current CBA expires December 31, 2021.
3. Continue efforts to implement Zero Emission Bus technologies, including procurement of battery-electric vehicles and start-up of recharging infrastructure.
4. The construction of the long-planned new Bus Maintenance Facility located at 253 Elks Lane is scheduled to be completed in February 2022. However, wrapping up the roughly 18-month construction period will continue to require a substantial amount of staff's resources to complete this vital project.
5. Address the final funding gap for the CalPERS liability due to the termination of the RTA's contract with CalPERS as of January 10, 2020.
6. State Transit Assistance (STA) funds are projected to be higher than the revised amount adopted by the SLOCOG Board in October 2020 but the increase is likely less than original projections for FY20-21. As a reminder, starting in FY17-18 the funding to the region is significantly higher due to the Senate Bill 1 – Road Repair and Accountability Act (SB-1) funds, which include augmented STA funds and State of Good Repair funds.
7. Local Transportation Funds (LTF) used for operating purposes are projected to be flat in the region.
8. Fuel costs continue to be volatile; this also impacts ridership and fares.

Mission Statement

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

Objectives and Revenue Impacts

- 1) Maintain service levels and hours of service that meet the standards of productivity and demand of our customers and communities through the effective and efficient delivery of RTA Fixed-Route and Runabout core¹ services.
 - a) RTA received \$714,751 for RTA core services in STA funding in FY20-21. Staff will work with SLOCOG staff to determine a realistic estimate for FY21-22.
 - b) Continue to monitor the results and impacts on ridership and fare revenue from the pandemic interim cash fare and the overall regular fare structure. The last

fare change was implemented in December 31, 2017, both on RTA Fixed-Route and on the Runabout service, which included the establishment of a Runabout premium service fare.

- c) The FY20-21 budget adopted in May 2020 included \$4,471,339 in LTF operating revenues, which was amended a few times during the fiscal year, with the current LTF level being \$2,682,429. At the May 2020 Board meeting, the advisory FY21-22 LTF projection was \$ 5,072,480, which was revised during FY20-21 down to \$2,552,340 after budget amendment #4. Staff is still developing estimated annual FY20-21 expenses, which impacts the carryover amount that could reasonably be identified for the FY21-22 budget, but does expect this carryover amount to be relatively small.
- d) Federal Transit Administration (FTA) Sections 5307, 5311 and 5339 operating funding and capital funding for FY21-22 will be presented in the same format as indicated in the most recent budget amendment, taking into account preliminary projected revenues identified in the now-expired Fixing America's Surface Transportation (FAST) Act. Should the actual annual authorizations for FTA programs increase or decrease for any of these programs, staff would adjust these assumptions accordingly in time for the Board's consideration of the budget in May 2021. 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. This reimbursement arrangement was waived for CARES Act funding, which staff anticipates being fully expended in fiscal year 2021.
- e) FTA Section 5307 operating funding from the Santa Maria Urbanized Area for RTA Route 10 and Runabout will be budgeted based on commitments with Santa Barbara County Association of Governments (SBCAG) and the City of Santa Maria. Staff is currently meeting with SBCAG to determine allocations for the next three-year period.
- f) Detailed miles/hours and span of service for each RTA core Fixed-Route and Runabout will be provided with the draft budget. For context, detailed budgets based on miles/hours and span of service will also be provided separately for SLO County Services, South County Transit, and North County Local Services.
- g) Productivity of each RTA-operated fixed-route service during holiday time periods will be presented to the Board as part of the draft budget, specifically associated with the service provided during the weeks of Thanksgiving, Christmas and New Years to determine if service levels should remain at a reduced level similar to 2020.
- h) 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 the TDA allocation from the RTA jurisdictions and/or adjust service levels.

- i) Due to changes in self-insured retention requirements, and now that consolidation has been completed, staff is reviewing and will provide recommendations regarding the RTA reserve policy during FY21-22.
- 2) Work with SLOCOG and our transit agency partners in the region to evaluate region-wide service efficiencies.
- a) Transit agencies across the country are highly impacted by the COVID-19 pandemic, which is impacting ridership and farebox revenues. As a result, the State of California has suspended farebox recovery ratio requirements through the end of FY21-22.
 - b) The RTA will work with SLOCOG staff and other transit providers to evaluate efficiencies in the provision of service throughout the county.
 - c) Staff will use the *2018-20 RTA Strategic Business Plan* as well as the *2016 Short Range Transit Plan* to evaluate potential efficiencies, and with Board concurrence, implement efficiencies.
- 3) Evaluate options and provide analysis on the 5-year capital improvement program and methods to fund these needs.
- a) Staff will continue to work with SLOCOG to prioritize capital projects using the State of Good Repair STA portion of SB-1 funds. These new SB-1 funds are an important source of revenues for the RTA and the other transit operators in our region. It directly impacts the RTA need for LTF to fund operations and the local match for capital projects by reducing local match needed for federal funds, and interest when financing for capital projects is needed.
 - b) Other potential new capital projects include AB617 Clean Air Program and LCTOP funds intended to support our transition to zero emission buses.
- 4) Address projected changes in demand for Runabout service.
- a) Runabout service hours and miles are projected to return to pre-pandemic levels by the middle of FY21-22. Staff will closely monitor this and seek the Board's direction as demand increases over time.
 - b) Staff has to suspend in-person Runabout service eligibility assessment during the pandemic. As we emerge from the pandemic, we will re-institute this 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. Staff will

also provide mobility training for disabled persons who are able to use fixed-route services for some or all of their travel needs.

- c) Staff does not foresee needing to move forward with using supplemental taxicab services at this time, but should future service expansions be required or if staffing shortages persist, staff will revisit this option.

Expenses Impacts

- 1) Fuel price will be budgeted conservatively; diesel fuel will be budgeted at \$3.30 per gallon. Included in the fuel line item will be diesel exhaust fluid (DEF), used to lower diesel exhaust emissions on the newer Fixed-Route vehicles.

2) Insurance Expenses:

- a) CalTIP liability insurance premiums are projected to increase. The exact amount is not known at this time, as CalTIP actuaries are still working on May 1, 2021 through April 30, 2022 rates. Estimates will be available from CalTIP in time to include in the RTA draft budget presented to the Executive Committee at its April 2021 meeting. Although the number of RTA losses based on mileage has been lower than the statewide pool average, the RTA did experience a large claim in February 2019 that will impact future premiums. The pool had experienced significant negative claims development but those have stabilized due to efforts of all the member agencies to ensure the stability of the pool and ensure equity in costing among all members. This included a recently actuarial study on the application and formulas used in applying and calculating each agencies experience modification factor. More importantly, the California liability market continues to contract, which also increases per-mile costs.
- b) CalTIP vehicle physical damage will increase minimally due to the added asset value of newer vehicles in the fleet.
- c) Our annual Employment Risk Management Authority premium is estimated at \$34,000, with a \$50,000 self-insured retention. This self-insured retention does not currently have a reserve in place to cover it should a loss develop. As noted previously, staff is reviewing and will provide recommendations regarding the RTA reserve policy during the FY21-22.
- d) Workers compensation premiums through the Public Risk Innovation, Solutions, and Management (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. Based on estimates provided in January 2021 from PRISM, the estimate is less than the projection include in May 2020 for the FY21-22. Staff will obtain a more refined estimate in early March. We continue to work with our employee committee that has evaluated workplace safety and has initiated a proactive program to address the number of claims and severity of the claims. Although premiums are expected to

rise, a significant portion of that increase is attributable to the increase in wages identified in the collective bargaining agreement that are triggered by the changes in the California minimum wage.

- e) Property insurance will increase due to the significant losses in the property insurance market, namely the wildfires in California.
- f) For budget-making purposes, staff is assuming a 6% annual increase for healthcare costs for each of the next two fiscal years. Although the increase for 2021 was slightly higher than this, staff believes that this estimate is reasonable.

3) Staffing Expenses:

- a) The current 4-year Collective Bargaining Agreement (CBA) will expire on December 31, 2021. Staff fully understands the fiscal impacts that the pandemic has had on our agency and its member jurisdictions, and we will seek the Union's assistance in helping us emerge in a fiscally responsible manner.
- b) The number of FY21-22 budgeted full-time equivalent (FTE) positions will remain the same as in FY20-21.
- c) For FY20-21, the overall number of budgeted positions for the non-core services (North County, SoCo Transit, and SLO County services) will remain the same. It should be noted that the marginal costs and revenues the services will be treated in the budget the same way as prior years: as separate and distinct columns.
- d) An annual inflationary wage adjustment based on the December 2019 to December 2020 of 1.5% will be implemented in July 2021. The Operations Supervisor classification CPI increase adjustment would be implemented in January 2022, to coincide with any Bus Operator wage scale adjustments (if any). Employees within the salary range for their position will be eligible for a step merit increase subject to performance assessments and budgetary authority.
- e) The RTA Board of Directors took action at its September 2, 2020 meeting to implement the increase in contribution percentage of 3.91% for the retirement plan with San Luis Obispo County Pension Trust (SLOCPT) in July 2021 at a projected cost of just over \$44,000. Traditionally, when increases have occurred the increase is fully covered by the agency and the budget will assume that pickup will continue. This is related to management, administration and confidential employees.

Proposed Budget Calendar

February 10 Detailed budget assumptions and revenue forecasts presented to Executive Committee

- | | |
|----------|--|
| March 3 | Obtain Board concurrence on proposed draft budget assumptions |
| March 3 | Provide mid-year FY20-21 Budget data to Board and budget amendment #4 |
| March 31 | Based on feedback from Executive Committee, develop FY21-22 Budget |
| April 14 | Present draft FY21-22 Budget and final budget amendment for FY20-21 to Executive Committee |
| April 22 | Present final draft FY21-22 Budget and final budget amendment for FY20-21 to RTAC |
| May 5 | Final Board Budget presentation; Board adoption of FY21-22 Budget |

Staff Recommendation for Executive Committee:

Recommend staff provide the FY21-22 budget assumptions and budget calendar to the Board for approval at the March 3rd Board meeting, so that a detailed work plan and budget may be developed.

Staff Recommendation for the Board:

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

ⁱ 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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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: C-2

TOPIC: Strategic Business Plan Results & Planned Update

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Direct staff to bring recommended SBP changes in early 2022

EXECUTIVE COMMITTEE RECOMMENDATION: Recommend staff bring results through December 2020 to the March 3rd Board meeting, and that SBP changes be delayed until early 2022

BACKGROUND/DISCUSSION:

In October 2008, the RTA Board, RTA staff, SLOCOG staff and members of the general public met in a day-long workshop to craft the elements of the first RTA Strategic Plan. The result of this workshop was a draft outline that contained the major sections and components of the plan. During the development of the FY09-10 Operating and Capital Program, staff developed the four key sections of the plan and this was approved by the Board during the budget process. The major components of the plan are the RTA Vision, Vision Elements, Mission of the Organization, and Strategies in achieving the Mission.

The 2012-14 Strategic Business Plan (SBP) was subsequently adopted in October 2011, and it incorporated goals and objectives developed as part of the 2010 RTA Short Range Transit Plan. Staff used the measurable standards in the SBP to help guide the organization toward meeting the agency's goals and objectives. The subsequent 2015-2017 SBP was adopted in July 2014, and the most recent 2018-20 SBP was adopted in March 2018.

The 2018-20 SBP incorporated both new and revised standards developed in the 2016 RTA Short Range Transit Plan, as well as information gleaned from a customer perception survey completed in October 2017. Finally, the 2018-20 SBP examined real-time data gleaned from our comprehensive GPS-based Intelligent Transportation System (ITS), which helped determine appropriate performance standards.

Because the COVID-19 pandemic has drastically altered ridership patterns, and the RTA is currently seeking outside funding to update our 5-year Short Range Transit Plan

(SRTP), staff is recommending that the update to the 2018-20 SBP be postponed for one year until early 2022. It is hoped that the Board's COVID-19 Emergency Declaration will be lifted later this calendar year, and the SRTP consultant can help us determine new/interim standards that we can use to measure progress toward full ridership recovery. In the meantime, staff will continue to provide bi-annual reports to the Board on our results in comparison the current objective and subjective performance standards.

It should be noted that two sections of the SBP include ridership-based metrics that will impossible to meet due to the reduction in demand during the pandemic as well as physical distancing limitations on the vehicles. These standards include:

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

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

- A. Regional intercity fixed-route (RTA Routes 9, 10, 12 & 14) services shall be 22 or greater.
 - B. Local fixed-route (Paso Express Routes A & B, and SoCo Transit Routes 21, 24, 27 & 28) shall be 17 or greater.
 - C. Runabout and other demand response services will be 2.0 or greater.
 - D. Route deviation services (such as RTA Route 15) will be 8.0 or greater.
- Any recommended changes to seasonal or lifeline services (i.e., Shandon Dial-A-Ride) will include target productivity standards that must be met in order to qualify for continued funding.

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

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

Staff Recommendation:

Receive attached SBP results through December 2020 for both the RTA and South County Transit. Direct staff to plan to present updated SBP metrics over two Board meetings in early 2022, with the goal of adopting a 2022-24 SBP in summer 2022.

Focused 2018-20 Strategic Business Plan Standards of Excellence

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

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

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

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

Measurement: Objective.

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

FY19-20 Productivity													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA Fixed	19.2	22.3	22.5	21.4	20.4	17.5	18.3	19.2	16.9	10.5	12.2	12.7	17.8
Rte 15	6.9	6.9	8.2	6.8	6.7	8.0	5.4	5.1	4.3	3.8	2.8	3.9	5.7
Paso Express	17.2	19.0	19.5	19.2	16.7	16.4	18.4	17.8	12.1	8.3	9.2	10.4	15.4
Runabout	1.5	1.5	1.6	1.4	1.6	1.4	1.4	1.5	1.3	1.3	1.2	1.2	1.4
Paso DAR	1.8	1.9	1.9	2.0	2.0	2.2	1.8	1.9	1.5	1.7	1.7	1.7	1.8
Nipomo DAR	1.7	3.0	4.1	4.2	3.6	3.3	2.9	3.3	3.3	1.2	1.3	1.6	2.8

FY20-21 Productivity													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA Fixed	8.5	9.3	9.5	9.9	10.2	9.6							9.5
Paso Express	8.4	8.3	8.6	9.9	9.4	8.6							8.9
Runabout	1.1	1.2	1.2	1.3	1.2	1.2							1.2
Paso DAR	1.4	1.6	1.7	1.7	1.8	3.2							1.9
Nipomo DAR	1.4	1.4	1.4	1.4	1.4	0.7							1.3

The table above shows that we did not meet the standards for RTA regional fixed-routes, Paso Express, Nipomo Dial-A-Ride, Paso Dial-A-Ride, or Runabout. Similar to national ridership trends, we continue to see declines/stagnation, which is an area of concern for the RTA and our partner transit agencies. In addition, the COVID-19 pandemic and statewide stay at home orders beginning in March 2020 drastically

reduced demand for public transit services. Staff will continue to look at alternatives to improve ridership results.

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

Measurement: Objective.

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

As long as a scheduled fixed-route bus trip is delivered ahead of the next scheduled bus trip, then service is considered “delivered” (but that late trip will still be reported under the on-time performance measure discussed below). The service delivery goal is 99% or greater. The RTA delivers about 2,574 trips per month, and so far for FY20-21 we have missed 5 trips, or a service delivery achievement of 99%. Paso Express delivers about 634 trips per month, and we have missed 1 trip so far in FY20-21, resulting in a service delivery achievement of 99%.

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

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

Measurement: Objective.

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

FY19-20													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA	88%	88%	85%	86%	87%	86%	89%	85%	89%	89%	90%	86%	87%
Paso	77%	84%	83%	81%	85%	85%	82%	85%	92%	92%	96%	94%	86%
Rte 15	75%	74%	71%	78%	77%	76%	77%	78%	70%	80%	88%	81%	77%

FY20-21													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA	91%	93%	92%	91%	91%	92%							92%
Paso	92%	92%	90%	92%	92%	91%							92%
Rte 15	86%	76%	83%	90%	92%	92%							87%

- The FY19-20 table above shows that we made the standard for RTA intercity fixed-routes and RTA Route 15 deviated fixed-route service, but failed to meet the standard on the two Paso Express local fixed-routes. For FY20-21 thus far, RTA, Paso, and Route 15 are exceeding standards. Staff will continue to look for ways to achieve this goal.

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

Measurement: Objective.

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

Runabout service is considered on-time if the van arrives within 30 minutes of the appointed pick-up time. The goal is 95% or greater, and Runabout has surpassed this goal in each month of FY19-20, achieving an overall OTP result of 98%. For FY20-21 thus far, our average percentage is again 98%. Staff will continue to monitor Runabout's OTP to ensure we continue to achieve this strong result.

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

Measurement: Subjective.

- Reported by the Executive Director and Division Heads annually.
 1. Schedule revisions and minor route alignment changes are evaluated routinely to improve service delivery.
 2. Staff monitors ridership and customer comments looking for system improvements.

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

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

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

Measurement: Objective.

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

There were no trips exceeding the SBP overcrowding standard during FY19-20 or so far in FY20-21. Staff will continue to monitor the service for overcrowding as it relates to temporary COVID-19 physical distancing requirements.

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

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

Measurement: Objective.

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

FY15-16 Result: Operating Costs were 90% of the adopted budget

FY16-17 Result: Operating Costs were 89% of the adopted budget

FY17-18 Result: Operating Costs were 94% of the adopted budget

FY18-19 Result: Operating Costs were 95% of the adopted budget

FY19-20 Result: Operating Costs were 94% of the adopted budget

FY20-21 Result: Operating Costs are 47% of the adopted budget through December 2020 (unaudited)

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

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

Measurement: Objective.

- Tracked monthly and reported bimonthly to the RTA Board.

FY15-16 Result: 25.7% *(including Paso Express)*

FY16-17 Result: 21.4% *(including Paso Express)*

FY17-18 Result: 20.5% *(including Paso Express)*

FY18-19 Result: 18.2% *(including Paso Express)*

FY19-20 Result: 12.7% *(including Paso Express)*; 18.0% *(including Paso Express through January 2020 prior to the COVID 19 pandemic)*. Core RTA fixed-routes achieved 12.9% in FY19-20.

FY20-21 Result: 3.1% *(including Paso Express)* through December 2020 (unaudited); Core RTA fixed-routes achieved 2.6%.

In recent years, the RTA has struggled to meet this standard, particularly as the pre-pandemic economy improved, gas prices remained relatively low, and private

automobile ownership increased. Staff will continue to closely monitor our FRR performance.

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

Measurement: Objective.

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

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

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

Measurement: Subjective.

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

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

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

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

Measurement: Objective.

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

FY15-16 Result: 1.03

FY16-17 Result: 0.37

FY17-18 Result: 0.94

FY18-19 Result: 1.14

FY19-20 Result: 2.56

FY20-21 Result: 1.72 as of December 2020

Transit drivers are held to higher safety standard than the public. Staff will continue to track this KPI closely. We have put together a team to monitor causative factors, routes, years of experience, locations, and types of collisions, etc. New Bus Operators return for refresher training after three months after being released from the training program.

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

Measurement: Objective.

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

Employees are engaged in the Safety Resource and Employee Committee by submitting suggestions. Suggestions that are not directly related to the Committee are forwarded to the appropriate department for resolution.

During FY20-21, the Safety Resource Committee has eleven action items closed, seven open action items, and two recurring items that remain on the agenda. The RTA has completed several items, such as trimming trees along routes and at bus stops, problem locations being identified then routed to the appropriate department for remediation, and safety items on buses (i.e., missing ramp hooks to prevent driver finger injuries). RTA employees have demonstrated attentiveness and communication that has been a tremendous help in mitigating hazards. The Maintenance Manager has been a significant help in alleviating hazards pertaining to buses and the facility.

Our annual refresher-training classes for Bus Operators, Supervisors and Dispatchers will continue throughout the year. We were excited to have a special guest speaker from San Luis Obispo County Sheriff Office to present Recognizing Mental Illness and De-escalating Situations. Additional courses presented during the 8-hour refresher training classes: Customer Service Skills, Fire Evaluation, Customer Safety, hands-on ramp, kneeler, and wheelchair operation refresher training.

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

Measurement: Objective.

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

FY15-16 Result: 1 lost-time claim (no medical only)

FY16-17 Result: 5 lost-time claims, and 3 medical only

FY17-18 Result: 0 lost-time claims, and 7 medical only

FY18-19 Result: 11 lost-time claims, and 5 medical only

FY19-20 Result: 7 lost-time claims (3 are open as of December 2020), and 14 first aid/incidents/medical only (all 14 have closed as of July 31, 2020)

FY20-21 Result: 2 lost-time claims (0 are open as of December 31, 2020), and 7 first aid/incidents/medical only (all 7 have closed as of December 31, 2020)

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

Measurement: Objective.

- As measured in biannual Community Perception Survey.

Based on the Customer Perceptions Survey conducted in March 2020 prior to the COVID-19 pandemic, customer perception of system safety was rated 3.6 out of 4, which equates to 90%. Staff strives to maintain and enhance satisfaction regarding this standard.

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

Measurement: Objective.

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

FY14-15 Result: 8.7% of total operating costs

FY15-16 Result: 10.7% of total operating costs

FY16-17 Result: 13.7% of total operating costs

FY17-18 Result: 13.2% of total operating costs

FY18-19 Result: 10.8% of total operating costs

FY19-20 Result: 10.9% of total operating costs

FY20-21 Result: 11.8% of total operating costs through December 2020 (unaudited)

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

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

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

Measurement: Subjective.

- Annual assessment by Executive Director and Department Heads.

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

2016 – 14%
 2017 – 19%
 2018 – 20%
 2019 – 18%
 2020 – 13%

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

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

Measurement: Objective.

- Department Heads evaluated annually for achievement of training objectives.

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

- Maintenance: As of December 31, 2020, RTA Technicians have averaged nearly 17 hours per person, including training for disc brakes, bearings and slack adjusters, and transit safety. For comparison, in FY19-20, the Technicians who worked the full year averaged over 32 hours per person, with significant training being conducted for electrical, brakes, and HVAC. The RTA has greatly benefited from membership in the Southern California Regional Transit Training Consortium, providing significant training resources albeit somewhat haltingly in a virtual world.
- Operations: In FY20-21, the average to date is 37.6 training hours per Supervisor; standard is 24 hours annually. COVID-19 provided the opportunity and requirement for more virtual training. These trainings included the following:
 - Mandatory two-hour Management Sexual Harassment Training every two years.
 - Due to the COVID-19, the in-person *FTA Drug and Alcohol Conference* scheduled in April 2020 was suspended. However, staff was able to complete an 8-hour training program online.
 - The Operations Manager attended the CALACT virtual conference in November 2020.

- Operations Supervisors and Training staff attended two 40-hour TSI training classes for: *Transit Safety and Security*, and *Transit Accident Investigation*. One of our training staff members is working toward an FTA Safety Certification.
- The Training staff attended Mobility Management Webinar entitled *Post-COVID Innovations in Paratransit Eligibility*.
- Operations Manager and Deputy Director participated in a two-hour CalACT webinar entitled *Race, Work & Leadership: New Perspective on the Black Experience*.
- Bus Operator training included:
 - Three-month refresher for new Bus Operators.
 - Focused and customized training designed specifically for Bus Operators on an as-needed basis (i.e., in response to a collision, customer complaint, or other incident).
- Finance and Administration: these training hours are used by each employee in various ways based on their responsibilities and in consultation with his or her direct supervisor. For FY20-21, these included the CALPELRA Human Resources Conference, National Transit Institute National Transit Database, information sessions on new leave and workers compensation requirements, FTA Drug and Alcohol training, Human Resources virtual summits, a *Connections and Cultures* webinar, CalTIP Board of Directors meetings, and various collaborations with other transit agencies.

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

Measurement: Subjective.

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

We continually stress the tenets of *Verbal Defense and Influence*, which focuses on how to communicate more effectively with each other and our customers – particularly in difficult or threatening situations.

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

Measurement: Objective.

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

The RTA currently completes formal annual evaluations for administration and management staff. Bus Operators, Technicians and Utility employees are evaluated

based on the requirements of the Collective Bargaining Agreement (CBA) and to ensure the public's safety. Both Technicians and Bus Operators are also evaluated as part of the RTA Safety Awards program on their individual anniversary dates.

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

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

Measurement: Objective.

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

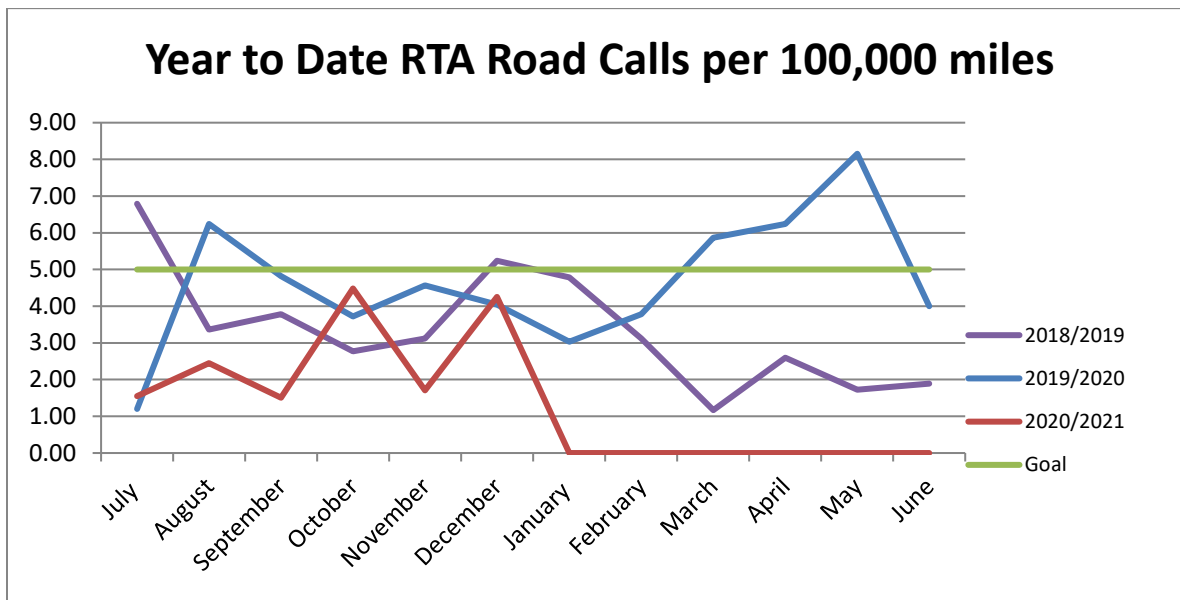
As of December 31, 2020 the average RTA fixed-route vehicle age (including Paso Express fixed-route vehicles) is 6 years with an average of 284,064 miles. The design life of a heavy-duty fixed-route bus is 12-years/500,000 miles. The average demand response vehicle age (including Runabout and other Dial-A-Ride vans) is 3 years with an average of 52,601 miles. The design life of a demand response van is 4-years/100,000 miles. We are currently within the RTA's standards. Our capital program was updated as part of the 2016 SRTP update, which was adopted by the RTA Board in July 2016. In addition, a five-year capital program is included in each annual budget document.

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

Measurement: Objective.

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

As depicted in the graph below, this standard has been achieved in all but six months over the past three fiscal years. The year-end average was 4.6 in FY18-19, 4.6 in FY19-20 and 2.7 so far in FY20-21. The RTA uses the same definition of a road call as used in the National Transit Database. We will closely track this standard as our fleet ages and/or if breakdowns appear to be happening more frequently.



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

Measurement: Subjective.

- As measured by employee and customer feedback.

Based on the results of the Customer Perception Survey that was conducted in March 2020 prior to the COVID-19 pandemic, two questions provide valuable information: “cleanliness of buses” and “bus exterior appearance,” which ranked at 3.4 and 3.5 out of four, respectively. In an effort of focus on interior bus sanitation for the health and well-being of our staff and community in light of the COVID-19 pandemic, exterior cleanings have occurred less frequently since the surveys were conducted so we would anticipate current results would be lower for exterior but high for overall cleanliness.

Employee surveys were conducted in October 2020, and we received 53 written responses regarding safety of the facilities, bus stops and buses for employees and passengers. The feedback was provided to the Maintenance and Utility team, as well as the Bus Stop Improvement Committee. This qualitative “direct feedback” procedure was selected as it provides specific information about what needs to be improved. We have been able to respond to many specific requests, including new outdoor seating at the Paso location, and a new approach on addressing the lighting needs of many stops by the Bus Stop Improvement Committee.

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

Measurement: Objective.

- As measured in the biannual Community Perception Survey.

Bus stop appearance included in 2020 survey resulted in a ranking of 3.2 out of 4, which equates to 82%. Although this meets the favorable standard, staff is developing a strategy to address this standard, including updating/replacing the bus stop signs for Paso Express. Staff also anticipates the remodel of the transit center downtown that was completed in May 2020 (after this survey was conducted) will favorably impact this ranking when the next survey is completed.

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

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

Measurement: Objective.

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

There were no negative findings in the 2019 TDA Triennial Performance Audit, the 2019 FTA Triennial Review, nor in the most recent CHP Terminal Inspection. Preventive maintenance has been completed on a timely basis, with no CHP findings.

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

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

Measurement: Subjective.

- Will be reviewed by staff and RTA Board.

Staff believes that we have fostered a strong relationship with our partners at the federal, state and local levels. If any issues arise (i.e., the recent COVID-19 pandemic), it is brought to the Board’s attention for direction so that staff can work with our cohorts in the region to provide a reasonably consistent response. The Executive Director serves on the CTA Small Operators Committee, and also was re-elected as the Chairperson role for the CalTIP Board in April 2020. He also serves on the County Department of Public Health COVID-19 Vaccination Task Force.

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

Measurement: Subjective.

- To be evaluated and monitored by RTA Board.

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

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

Measure: Subjective.

- To be evaluated by Executive Director.

Promoting effective internal communication is a task that always requires high- and mid-level nurturing. Senior staff members meet weekly to discuss effective communications and our organizational values, while a broader group meet bi-weekly to strive to ensure messaging is consistent and useful. At the outset of the COVID-19 pandemic in early March 2020, senior staff met every morning to review operational responses and to plan for recovery actions. This has more recently been scaled back to weekly. Like any organization that is not afraid to "peel back the layers," we often find examples of where we can improve and the Executive Director informs the Board President of on-going efforts. Another example was a survey of employees, which includes two agency-wide memorandum to summarize the results and provide updates on how we are addressing issues raised by employees. While we believe we are making strides, this is an area in which improvements can always be realized and the work is never "done."

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

Measurement: Subjective.

- To be evaluated by Executive Director and RTA Board.

Similar to the discussion on Standard 3 above, the Executive Director's leadership is evaluated annually as part of his review. The Executive Director also discusses leadership successes and goals with his three department heads as part of their annual evaluation. He recently worked with other transit agencies to better understand their needs, which were incorporated into a Sustainable Communities grant proposal submitted to Caltrans in early February. Finally, the Executive Director and other senior RTA staff discuss direction with other transit agency staff during quarterly RTAC meetings and other transit-focused meetings (i.e., FTA 5307 planning, UZA MOU discussions, SSTAC, etc.) throughout the year.

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Focused 2018-20 Strategic Business Plan Standards of Excellence

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

Standard 1: Passengers per vehicle service hour will be 17 or greater.

Measurement: Objective.

- Administrator will review monthly and report at each Board meeting.

	Goal	FY17-18*	FY18-19*	FY19-20*	FY20-21*
JUL	15	18	18	16	9
AUG	15	17	16	14	9
SEP	15	16	16	14	9
OCT	15	17	16	14	10
NOV	15	16	16	14	10
DEC	15	15	15	13	9
JAN	15	15	14	12	
FEB	15	15	15	13	
MAR	15	14	16	11	
APR	15	14	15	10	
MAY	15	15	14	12	
JUN	15	17	15	12	
YTD		16	15	13	9

* Using APC data

SoCo Transit achieved an annual productivity average of 13 for FY19-20, and is currently at an average of 9 for FY20-21. However please note that the ridership decreased due to COVID-19 which started mid-March and continued midway through FY20-21.

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

Measurement: Objective.

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

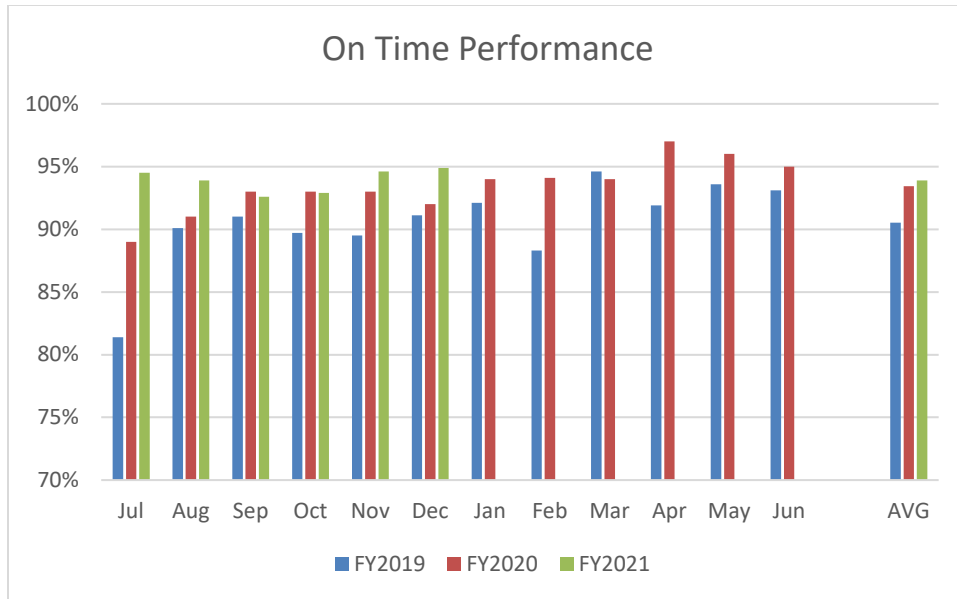
So far for FY20-21, SoCo Transit has missed a total of 12 trips, resulting in a service delivery of 99%.

Standard 3: The On-time Performance for all regularly-scheduled / year-round services shall be 90% or greater. “On-time” is defined as no later than six minutes from any time point in the published schedule. We recognize that making scheduled transfers between buses is vitally

important to riders, and staff will explore methods of regularly measuring missed transfers.

Measurement: Objective.

- Administrator will report bi-annually to the Board.



For FY19-20, SoCo Transit has met the 90% threshold every month except July and achieved an annual average of 93%. For FY20-21 thus far, SoCo Transit has exceeded the goal every month with a 94% overall average.

Standard 4: SoCo Transit will make consistent efforts to explore new service and service delivery options as well as work with regional efficiencies in the delivery of transportation to the jurisdictions

Measurement: Subjective.

- Reviewed quarterly by Operations, and reported by Administrator annually to the Board.

The Short-Range Transit Plan (SRTP) study was adopted by the SoCo Transit Board at its January 2020 meeting. The SRTP study provided an in-depth assessment of current services, and provided a 5- to 7-year “road map” for future changes.

Standard 5: SoCo Transit will measure Overcrowding as the frequency of instances that the number of passengers on a bus exceeds the number of seats (i.e., 34 passengers on a 34-seat bus equates to a Load Factor of 1.00), as well as the duration of exceedances. The Overcrowding standard for regular fixed-route services is no more than 10% of the monthly total number of bus trips that exceed a Load Factor of 1.25 for greater than 20 minutes. If the Load Factor standard is exceeded, staff will assign a larger vehicle (if possible); otherwise, the Board will direct staff to evaluate adding scheduled bus trips to spread out the passenger loads.

Measurement: Objective.

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

There are currently no on-going overcrowding issues on the system. Staff will continue to monitor the ridership for standing loads and overcrowding, particularly as it relates reduced capacity due to COVID-required physical distancing.

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

Standard 1: The annual operating budget will be based upon projected revenue balanced with other eligible TDA uses and the total operating cost will not exceed the budget adopted by the Board.

Measurement: Objective.

- Administrator will review monthly and report at each regularly scheduled Board meeting.

FY15-16 Result: Operating Costs were 90% of the adopted budget

FY16-17 Result: Operating Costs were 96% of the adopted budget

FY17-18 Result: Operating Costs were 95% of the adopted budget

FY18-19 Result: Operating Costs were 94% of the adopted budget

FY19-20 Result: Operating Costs were 95% of the adopted budget

FY20-21 Result: Operating Costs were 40% of the adopted budget through December 2020 (unaudited)

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

Standard 2: Farebox Recovery Ratio shall be greater than the minimum standard required by SLOCOG to meet TDA requirements. In FY17-18, that minimum was 20%.

Measurement: Objective.

- Administrator will review monthly and report at each regularly scheduled Board meeting.

Staff will continue to closely monitor FRR performance, particularly as the economy continues to improve, gas prices continue to fall, and most fixed-route providers in the county are experiencing declining ridership. The results for the past four fiscal years are presented below:

- FY15-16 Result: 13.6%
- FY16-17 Result: 11.9%

- FY17-18 Result: 13.3%
- FY18-19 Result: 11.7%
- FY19-20 Result: 7.3% (unaudited), 9.9% through January 2020 prior to the COVID-19 pandemic impacts
- FY20-21 Result: 3.7% through December 2020 (unaudited)

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

Measurement: Objective.

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

SoCo Transit has been audited every year and consistently had clean reports with no significant financial audit findings. Staff strives for improved transparency and continues to implement procedures that exceed the auditors' expectations.

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

Measurement: Subjective.

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

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

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

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

Measurement: Objective.

Rate shall be tracked by the Safety and Training Manager, and reported annually to the Board. SoCo Transit achieved an excellent stretch of 969 without a preventable collision, which unfortunately came to an end on December 22, 2019.

FY15-16 Result: 0.90

FY16-17 Result: 1.30

FY17-18 Result: 0.00

FY18-19 Result: 0.00

FY19-20 Result: 1.43

FY20-21 Result: 0.96 as of December 2020

We are proud of the Bus Operators that helped to provide service to our communities in spite of the challenging circumstances. Staff will continue to track this KPI closely. We have put together a team to monitor causative factors, routes, years of experience, locations, and types of collisions, etc.

Standard 2: Address all safety hazards identified and reported to the joint RTA / SoCo Transit Safety Resource Committee.

Measurement: Objective.

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

See shared SoCo Transit/RTA results in the RTA report.

Standard 3: Preventable workers compensation lost-time claims will not exceed 4 annually, and preventable medical-only claims will not exceed 5 annually.

Measurement: Objective.

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

FY15-16 Result: 1 medical-only (no lost-time claims)

FY16-17 Result: 1 lost-time claim (no medical-only)

FY17-18 Result: 1 lost-time claim (1 medical-only claim)

FY18-19 Result: 0 claims

FY19-20 Result: 2 lost-time claims (both remain open as of December 30, 2020); 1 medical-only claim

FY20-21 Result: 0 claims as of December 30, 2020

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

Measurement: Objective.

- As measured by biannual Community Perception Survey.

See shared SoCo Transit/RTA results in the RTA report.

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

Measurement: Objective.

- Reported by Finance and Administration in financials and reported at each regularly scheduled Board meeting.

FY15-16 Result: 11.6% of total operating costs

FY16-17 Result: 11.2% of total operating costs

FY17-18 Result: 12.1% of total operating costs

FY18-19 Result: 12.1% of total operating costs

FY19-20 Result: 12.0% of total operating costs

FY20-21 Result: 13.0% of total operating costs through December 2020 (unaudited)

Staff has worked diligently to close claims that were opened in prior years. With fewer claims than in previous years, workers compensation costs declined for the first time in many years. Although this is good news, due to the tightening market in California, staff expects these costs may continue to escalate unless tort reform or other adjustments are made by the Legislature that could reduce transit agencies' exposure to frivolous lawsuits. If our exposure could be reduced, it would likely increase competition in the market and reduce our risk management costs. Staff is closely monitoring this issue and report developments back to the Board as information is collected. Consolidation with RTA has eliminated duplicate annual administrative charges in the future.

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

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

Measurement: Subjective.

- Annual assessment by the Administrator and Department Heads.

The annual calendar year turnover rates for SoCo Transit improved greatly over the past two years, as follows:

2012 – 9%	2017 – 20%
2013 – 14%	2018 – 10%
2014 – 19%	2019 – 5%
2015 – 28%	2020 – 18%
2016 – 22%	

Standard 2: Provide continuous development of organizational skills through ongoing training and development programs that result in personal and professional growth.

Measurement: Objective.

- Training needs will be reviewed annually as part of the budget process.

Bus Operators must complete a State-mandated minimum of eight hours of Verification of Transit Training annually, which we achieved.

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

Measurement: Subjective.

We continually stress the tenets of *Verbal Defense and Influence*, which focused us how to communicate more effectively with each other and our customers. Management also participates in a bi-monthly SoCo Transit Driver's Forum to discuss issues and ideas that could improve services. Finally, the SCT Administrator and the three RTA department heads meet weekly to ensure consistency in messaging and direction for the organization.

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

Measurement: Objective.

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

Bus Operators are evaluated based on the requirements of the Collective Bargaining Agreement, and as part of the Safety Awards program on their individual anniversary dates.

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

Standard 1: If funding permits, SoCo Transit will match SLO Transit's and the RTA's standard of replacing revenue vehicles when they reach the FTA-defined useful life minimums in terms of service years or miles. If funding remains constrained, we negotiate with SLO Transit and the RTA to ensure no agency's buses surpass 40% beyond the FTA standards.

Measurement: Objective.

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

As of December 30, 2020 the average SoCo Transit fixed-route vehicle age is 8 years with an average of 304,029 miles. The design life of a fixed-route bus is 12 years/500,000 miles.

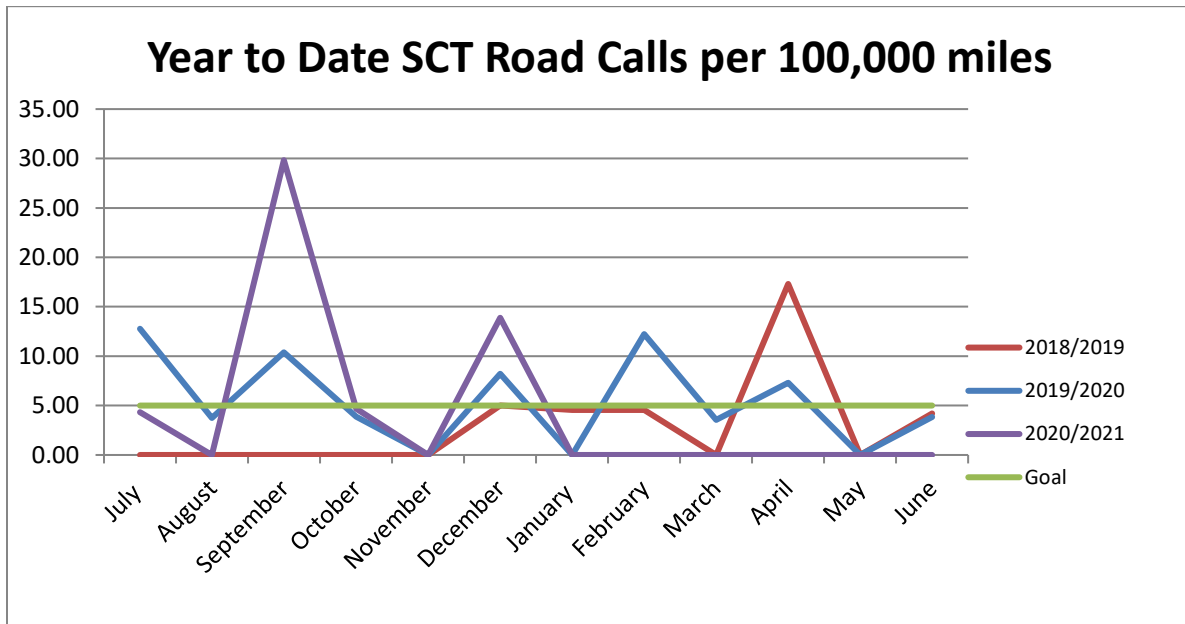
Standard 2: Road calls will not exceed 5 per 100,000 vehicle service miles. A road call is defined as all mechanical or other vehicle-related failures that affect the completion of a scheduled revenue trip or the start of the next scheduled revenue trip, including failures during deadheading and layover.

Measurement: Objective.

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

The average for SoCo Transit is 2.97 in FY18-19, 5.5 in FY19-20 and 8.8 so far in FY20-21. RTA's reporting to the Federal Transit Administration (on behalf of SoCo Transit) matches the definition as used in the National Transit Database. We will closely track

this standard, since our fleet is aging and breakdowns appear to be happening more frequently.



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

Measurement: Subjective.

- As measured by employee and customer feedback.

See shared SoCo Transit/RTA results in the RTA report.

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

Measurement: Objective.

- As measured in the biannual Community Perception Survey.

See shared SoCo Transit/RTA results in the RTA report.

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

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

Measurement: Objective.

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

There were no negative maintenance department findings in the 2019 TDA Triennial Audit, the 2019 FTA Triennial Review, nor in the RTA's annual CHP Terminal Inspection (includes SoCo Transit's data). Preventable maintenance has been completed on a timely basis, with no CHP findings.

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MARCH 3, 2021
STAFF REPORT**

AGENDA ITEM: C-3

TOPIC: Fiscal Year 2020-21 Operating and Capital Budget Amendment #4

ACTION: Approve

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Adopt Budget Amendment #4 as presented

**EXECUTIVE COMMITTEE
RECOMMENDATION:** Recommend staff provide Amendment #4 to the Board for approval at the March 3rd Board meeting

SUMMARY:

As mentioned at the May 6th and June 3, 2020 RTA Board meetings, the CARES Act signed into law on March 27th provided a record-breaking \$2.2 trillion nationwide to help prevent, prepare for and respond to the COVID-19 pandemic, including \$25 billion for public transit. In San Luis Obispo County, the formula fund amounts for the three small urbanized areas were roughly triple the typical annual apportionment, while the rural formula funds that were immediately distributed by Caltrans was roughly equivalent to one years' worth. Below are details of CARES Act funding apportioned by the Federal Transit Administration as Section 5307 funds to the region, by Urbanized Area (UZA):

1. Arroyo Grande – Grover Beach UZA:	\$4,755,669
2. San Luis Obispo UZA:	\$7,117,427
3. El Paso de Robles – Atascadero UZA:	\$4,473,987
4. Santa Maria UZA:	<u>\$12,320,580</u>
Total:	\$28,667,663

At the June 3rd RTA Board meeting the budget was amended to include CARES Act funding from all of the UZA's except Santa Maria as the RTA was still negotiating with the City of Santa Maria. At the December 2nd RTA Board meeting the budget was amended to include the amount awarded to the RTA of \$1,300,691.

The RTA has also applied for Phase 2 CARES FTA Section 5311 non-urbanized apportionment through Caltrans. Since those funds can only be used for rural transit services. The RTA has worked with SLOCOG on the allocation of these funds for the rural services the RTA provides, as well as exchanging Phase 1 CARES FTA Section

5311 funds in support of Morro Bay Transit and San Luis Obispo County transit services.

These one-time CARES Act funding can be used for all net operating expenses (after deducting fares) incurred since January 20, 2020; no local match is required. Staff using these funds to replace some of the Local Transportation Funds that could instead be used by the RTA jurisdictions for local streets/roads purposes in FY20-21 and FY21-22.

There are a number of changes in the current fiscal year and in subsequent years, which staff has noted in **yellow** in the detailed pages. In total, it is projected that the jurisdictions will have a reduction of the LTF required for FY2020-21 and FY2021-22 of **\$989,600**, as a result of this budget amendment.

For Fiscal Year 2020-21

Changes in Operating Revenue:

- Offset reserve to carryover to FY21-22 increased by \$989,600 to \$2,939,600 which allows for a reduced LTF request in FY21-22
- Changes in Non TDA Sources:
 - Increase in FTA (Section 5311) Operating CARES by \$1,134,604 to \$1,726,390 in support of rural routes 12/14/15.
 - Increase in FTA (Section 5307 – SM) Operating CARES by \$20,000 to \$867,630 which is a portion of the CARES funds the RTA received from the Santa Maria Urbanized Area CARES apportionment. This increase is as a result of a decrease in CARES related capital costs, shifting more to operating.

Changes in Capital Revenue:

- Changes in Non TDA Sources
 - Decrease in Federal Transit Administration (FTA) (Section 5307 – Santa Maria) CARES by \$20,000 to \$433,060, which is the portion of CARES funds that are no longer being allocated to COVID related capital items.

Changes in Administration and Service Delivery:

- Increase in Professional Technical Services by \$145,000 to \$262,400 based on the renewal of the Information Technology System.
- Increase in Maintenance (parts, supplies, materials) by \$20,000 to \$708,308 for the purchase of portable office air filtration units instead of the capital improvements.

Changes in Capital Expenditures:

- Decrease in COVID 19 Related Items by \$20,000 to \$433,060 since portable office air filtration units are being utilized instead of facility air handling retrofitting.

For Fiscal Year 2021-22

Changes in Operating Revenue:

- Increase in general reserves of \$989,600 based on changes to the offset reserve carryover in FY20-21
- TDA Required:
 - Decrease in TDA required by \$989,600 due to use of offset reserve

For reference, the amendment also includes revisions to the service the RTA provides on behalf of the **County of San Luis Obispo**. That revision includes:

County of San Luis Obispo

Changes in Operating Revenue FY20-21:

- Offset reserve to carryover to FY21-22 increased from \$0 to \$212,700 which allows for a reduced LTF request in FY21-22.
- Increase in Rural Transit Funds (RTF) \$212,700. This additional RTF is a result of the 5311 CARES exchange.

Although not included in this budget amendment, due to the Beach Trolley not operating in the summer of 2020 due to the pandemic, cost savings are anticipated of just over \$30,000 for FY20-21. If the trolley is unable to operate in the spring of 2021 there will be additional carryover cost savings.

Changes in Operating Revenue: FY21-22:

- Increase in general reserves of \$212,700 based on changes to offset reserve carryover in FY20-21
- TDA Required:
 - Decrease in TDA required by \$212,700 due to use of offset reserve

Staff continues to work on securing additional funding for the RTA, City of Paso Robles and County of San Luis Obispo.

These amendments do **not** require any additional LTF funds for FY20-21.

Staff Recommendation for Executive Committee:

Recommend staff provide Budget Amendment #4 to the Board for approval at the March 3rd Board meeting.

Staff Recommendation for the Board:

Adopt Budget Amendment #4 as presented.

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
PROPOSED AMENDMENT #4 OPERATING REVENUE BUDGET FOR 2020/2021**

		2020/2021 AMENDMENT #4 OPERATING BUDGET	2020/2021 AMENDMENT #3 OPERATING BUDGET	2020/2021 AMENDMENT #2 SLOCAT BUDGET	2020/2021 AMENDMENT #1 SLOCAT BUDGET	2021/2022 REVISION #4 OPERATING BUDGET	2021/2022 REVISION #3 OPERATING BUDGET	2021/2022 REVISION #2 SLOCAT BUDGET	2021/2022 REVISED SLOCAT BUDGET
FUNDING SOURCES:									
GENERAL RESERVES		5,351,291	5,351,291	111,070	111,070	4,767,420	3,777,820	337,770	125,500
1.	ESTIMATED FUND BALANCE	5,351,291	5,351,291	111,070	111,070	4,767,420	3,777,820	337,770	125,500
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR								
CASH FLOW REQUIREMENTS PER TDA		1,827,820	1,827,820	125,500	125,500	1,839,220	1,839,220	132,500	132,500
PERS BUYOUT		-	-	-	-	-	-	-	-
DEBT SERVICE RESERVE FOR BUS MAINTENANCE FACILITY		-	-	-	-	-	-	-	-
OFFSET RESERVE TO CARRYOVER TO FY21-22		2,939,600	1,950,000	212,270	-	-	-	-	-
TOTAL		4,767,420	3,777,820	337,770	125,500	1,839,220	1,839,220	132,500	132,500
3.	FUND BALANCE AVAILABLE	583,871	1,573,471	(226,700)	(14,430)	2,928,200	1,938,600	205,270	(7,000)
NON TDA SOURCES									
FARES		875,940	875,940	28,900	28,900	1,228,770	1,228,770	29,480	29,480
SCT MANAGEMENT CONTRACT		126,660	126,660	-	-	115,100	115,100	-	-
COUNTY MANAGEMENT CONTRACT		91,580	91,580	-	-	98,390	98,390	-	-
NORTH COUNTY MANAGEMENT CONTRACT		44,440	44,440	-	-	47,740	47,740	-	-
INTEREST		38,670	38,670	-	-	38,670	38,670	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1		-	-	82,800	82,800	400,000	400,000	82,800	82,800
RURAL TRANSIT FUND (Administration)		30,000	30,000	-	-	30,000	30,000	-	-
RURAL TRANSIT FUND (Operating Funds)		-	-	295,070	82,800	250,000	250,000	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo		474,910	474,910	-	-	633,210	633,210	-	-
FTA (Section 5307) - San Luis Obispo CARES		1,132,120	1,132,120	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating		564,630	564,630	-	-	564,630	564,630	-	-
FTA (Section 5311) - Operating CARES		1,726,390	591,790	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating		722,480	722,480	-	-	963,310	963,310	-	-
FTA (Section 5307-N. County) - Operating CARES		1,403,640	1,403,640	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating		404,580	404,580	-	-	424,810	424,810	-	-
FTA (Section 5307-SM) - Operating CARES		867,630	847,630	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating		439,530	439,530	-	-	586,040	586,040	-	-
FTA (Section 5307) - S. County Operating CARES		1,517,640	1,517,640	-	-	-	-	-	-
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14		82,810	82,810	-	-	87,780	87,780	-	-
CUESTA CONTRIBUTION NORTH COUNTY		-	-	-	-	-	-	-	-
SPECIAL EVENTS REVENUE/OTHER		-	-	-	-	-	-	-	-
4.	SUB TOTAL	10,543,650	9,389,050	406,770	194,500	5,468,450	5,468,450	112,280	112,280
5.	TOTAL FUND BALANCE & NON TDA FUNDING	11,127,521	10,962,521	180,070	180,070	8,396,650	7,407,050	317,550	105,280

FUNDING SOURCES:

TDA REQUIRED

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

Population
Based

18%
49%

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

6. NET TDA REQUIREMENTS

7. **TOTAL FUNDING SOURCES**

8. FUNDING USES:

ADMINISTRATION
PERS BUYOUT
MANAGEMENT CONTRACTS
SERVICE DELIVERY
DEBT SERVICE RESERVE
CONTINGENCY

9. **TOTAL FUNDING USES**

2020/2021 AMENDMENT #4 OPERATING BUDGET	2020/2021 AMENDMENT #3 OPERATING BUDGET	2020/2021 AMENDMENT #2 SLOCAT BUDGET	2020/2021 AMENDMENT #1 SLOCAT BUDGET	2021/2022 REVISION #4 OPERATING BUDGET	2021/2022 REVISION #3 OPERATING BUDGET	2021/2022 REVISION #2 SLOCAT BUDGET	2021/2022 REVISED SLOCAT BUDGET
202,671	202,671	-	-	164,560	216,806	-	-
344,720	344,720	-	-	279,897	368,761	-	-
153,432	153,432	-	-	124,580	164,132	-	-
118,353	118,353	-	-	96,098	126,607	-	-
354,233	354,233	-	-	287,621	378,937	-	-
93,411	93,411	-	-	75,845	99,925	-	-
690,993	690,993	-	-	561,055	739,183	-	-
1,881,036	1,881,036	476,800	476,800	1,527,315	2,012,219	375,770	588,040
3,838,849	3,838,849	476,800	476,800	3,116,970	4,106,570	375,770	588,040
(1,156,420)	(1,156,420)	-	-	(564,630)	(564,630)	-	-
2,682,429	2,682,429	476,800	476,800	2,552,340	3,541,940	375,770	588,040
13,809,950	13,644,950	656,870	656,870	10,948,990	10,948,990	693,320	693,320
1,918,910	1,773,910	7,870	7,870	1,772,430	1,772,430	7,500	7,500
3,373,900	3,373,900	-	-	-	-	-	-
126,660	126,660	91,580	91,580	115,100	115,100	98,390	98,390
8,290,040	8,270,040	530,880	530,880	8,673,430	8,673,430	559,490	559,490
203,960	203,960	-	-	282,230	282,230	-	-
100,440	100,440	26,540	26,540	105,800	105,800	27,940	27,940
13,809,950	13,644,950	656,870	656,870	10,948,990	10,948,990	693,320	693,320

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
PROPOSED AMENDMENT #3 CAPITAL REVENUE BUDGET FOR 2020/2021**

		2020/2021 AMENDMENT #3 - CAPITAL BUDGET	2020/2021 AMENDMENT #2 - CAPITAL BUDGET	2021/2022 REVISION #2 CAPITAL BUDGET
FUNDING SOURCES:				
BEGINNING CAPITAL PROJECTS RESERVE		171,870	171,870	667,520
1. ESTIMATED FUND BALANCE		171,870	171,870	667,520
2. LESS REQUIRED RESERVES FOR FISCAL YEAR				
CAPITAL PROJECTS RESERVE		667,520	667,520	483,820
	TOTAL	667,520	667,520	483,820
3. FUND BALANCE AVAILABLE		(495,650)	(495,650)	183,700
<u>NON TDA SOURCES</u>				
STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION		714,750	714,750	314,750
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)		-	-	-
PROPOSITION 1B FUNDING - SAFETY & SECURITY		-	-	-
STA SB1 STATE OF GOOD REPAIR		-	-	140,810
PROPOSITION 1B FUNDING - BUS REPLACEMENT & BUS MAINTENANCE FACILITY		1,033,230	1,033,230	-
APCD AB 617 FOR GARAGE PROJECT		721,980	721,980	-
RURAL TRANSIT FUND (Capital)		250,000	250,000	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo		421,820	421,820	85,430
FEDERAL TRANSIT ADM (FTA) (Section 5309) - State of Good Repair		-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5339) - Bus and Bus Facilities		6,285,000	6,285,000	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-North County)		534,980	534,980	117,590
FEDERAL TRANSIT ADM (FTA) (Section 5307-Santa Maria) - CARES		433,060	453,060	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-South County)		410,030	410,030	85,430
	SUB TOTAL	10,804,850	10,824,850	744,010
4. TOTAL FUND BALANCE & NON TDA FUNDING		10,309,200	10,329,200	927,710
6. FINANCING FOR BUS MAINTENANCE FACILITY		6,753,000	6,753,000	7,347,000
7. TOTAL FUNDING SOURCES		17,062,200	17,082,200	8,274,710
8. FUNDING USES:				
CAPITAL		17,082,200	17,082,200	8,274,710
LOAN PAYDOWN				-
9. TOTAL FUNDING USES		17,082,200	17,082,200	8,274,710

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Administration and Service Delivery Totals

Administration:

Labor	operations cost	1,042,550	1,042,550
Labor - Administration Workers Comp	operations cost	47,000	47,000
Office Space Rental	operations cost	508,850	508,850
Property Insurance	operations cost	28,490	28,490
Professional Technical Services	operations cost	262,400	117,400
Professional Development	operations cost	60,070	60,070
Operating Expense	operations cost	365,150	365,150
Marketing and Reproduction	hourly	98,560	98,560
North County Management Contract	operations cost	(44,440)	(44,440)
County Management Contract	operations cost	(91,580)	(91,580)
SCT Management Contract	operations cost	(126,660)	(126,660)
Total Administration		2,150,390	2,005,390

Service Delivery:

Labor - Operations	hourly	5,927,310	5,927,310
Labor - Operations Workers Comp	hourly	355,290	355,290
Labor - Maintenance	hourly	1,287,250	1,287,250
Labor - Maintenance Workers Comp	hourly	97,290	97,290
Fuel	miles	1,064,520	1,064,520
Insurance (Liability, Physical Damage, Employment Prac	miles	764,160	764,160
Special Transportation (for SLOCAT)	n/a	48,340	48,340
Avila Trolley	n/a	68,460	68,460
Maintenance (parts, supplies, materials)	miles	708,380	688,380
Maintenance Contract Costs	miles	143,200	143,200
Total Operations		10,464,200	10,444,200

Contingency	hourly	147,240	147,240
Debt Service Reserve	operations cost	203,960	203,960
Management Contracts		262,680	262,680
TOTAL FUNDING USES		13,228,470	13,063,470

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Capital Expenditures

Capital/Studies:

Computer System Maintenance/Upgrades

Miscellaneous Capital

Maintenance Equipment

Specialized Maintenance Tools

Desks and Office Equipment

Radios

Vehicle ITS/Camera System

Bus Stop Improvements

COVID 19 Related Capital Items

Large Capital Repairs

Vehicles

Support Vehicles

40' Coaches

Trolley replacement vehicles

Cutaway and Dial A Ride Vehicles

Runabout Vehicles

Total Capital Outlay

Loan Repayments

Short Range Transit Plans - Nipomo

Elks Lane Project

TOTAL FUNDING USES

Amendment #4 - Capital Budget FY 2020-21	Amendment #3 - Capital Budget FY 2020-21
46,440	46,440
40,200	40,200
-	-
-	-
6,600	6,600
-	-
313,360	313,360
433,060	453,060
-	-
56,700	56,700
631,800	631,800
-	-
631,750	631,750
261,300	261,300
2,421,210	2,441,210
24,010	24,010
-	-
15,298,090	15,298,090
17,743,310	17,763,310

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	<p align="center">SPECIAL DISTRICT</p> <p align="center"><u>San Luis Obispo Regional Transit Authority</u> (Name)</p> <p align="center">BUDGET ADJUSTMENT REQUEST</p>	<p>SAP DOCUMENT NO.</p>
		<p>DATE: 03/03/2021</p>

COMMITMENT ITEM DESCRIPTION	DEPARTMENT OR PROJECT TITLE	FUND CENTER	COMMITMENT ITEM	FUNDED PROGRAM	AMOUNT
FINANCING SOURCES					
State Aid-Other	RTA	74801	4200170		212,270
FTA 5307 Capital	RTA	74801	4250030		(20,000)
FTA 5307 & 5311 Operating	RTA	74801	4250105		1,154,600
Fund balance available	RTA	74801	no entry		(1,201,870)
TOTAL FINANCING SOURCES					145,000
FINANCING USES					
Office Expense	RTA	74801	5050280		145,000
Parts	RTA	74801	5050195		20,000
Capital Equipment	RTA	74801	5500093		(20,000)
TOTAL FINANCING USES					145,000

JUSTIFICATION: (attach letter if required)
 See attached staff report
 C-3 from the RTA March 3, 2021 Board Meeting

REQUESTED BY:

REVIEWED BY

APPROVED BY

3/3/2021 Tania Arnold
 Date Name

 Date

 Auditor-Controller

PASSED AND ADOPTED by the Board of Directors of the San Luis Obispo Regional Transit Authority, County of San Luis Obispo, State of California, this 3rd day of March, 20 21. Agenda Item No. C-3

 President of the Board of Directors

Of San Luis Obispo Regional Transit Authority

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 3, 2021

STAFF REPORT

AGENDA ITEM: C-4

TOPIC: Public Hearing for RTA Disadvantaged Business Enterprise (DBE) Goal Methodology Updates

PRESENTED BY: Tania Arnold, DBE Liaison Officer

STAFF RECOMMENDATION: Authorize Executive Director to Submit the Updated DBE Goal Methodology as Required by Federal Transit Administration (FTA)

BACKGROUND/DISCUSSION:

In September 2010, the RTA Board of Directors adopted its Disadvantaged Business Enterprise (DBE) program and subsequently updated the program in May 2015. In order to maintain compliance with current FTA regulations, the RTA must update the DBE program. As part of the DBE program, FTA requires the RTA – serving as the recipient (grantee) of federal funds – to update and submit a three-year DBE goal.

As part of the goal methodology update, the draft revision is subject to a thirty (30) day public review period that began on February 2, 2021. This review period concludes today. The RTA provided notices to the agencies included in the draft methodology update to solicit feedback. Public notice was also published in the Tribune in English and Spanish to solicit public comments.

Staff did not receive any feedback as of the publication of this agenda, and we will provide an update during the Board meeting.

Staff Recommendation

Authorize the RTA Executive Director submit the updated DBE goal methodology as required by Federal Transit Administration (FTA).

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Fiscal Years 2021-23

**Overall Goal for
Disadvantaged Business Enterprise
Participation in Federal Transit Administration
Assisted Programs
(Including Goal Setting Methodology)**

Prepared by

San Luis Obispo Regional Transit Authority (RTA)
179 Cross Street, San Luis Obispo, CA 93401
(805) 781-4397, www.SLORTA.org

Adopted by

RTA Board of Directors
(pending)

Submitted to

U.S. Department of Transportation
Federal Transit Administration
San Francisco, California

(pending)

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
OVERALL DBE GOAL FOR FFYs 2021-2023

I. EXECUTIVE SUMMARY

The U.S. Department of Transportation (DOT) prescribes its Disadvantaged Business Enterprise (DBE) program and requirements for recipients of Federal funds from DOT in the Code of Federal Regulations (CFR) Title 49, Part 26 (Regulations). Specific instructions are found in Section 26.45 entitled “How do recipients set overall goals.”

As a recipient of DOT financial assistance via the Federal Transit Administration (FTA), the San Luis Obispo Regional Transit Authority (RTA) has established a recommended overall DBE goal for FYs 2021-23 of 5.5% based on all FTA-assisted contracting funds anticipated to be awarded between October 1, 2020 and September 30, 2023.

The goal is based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate in our FTA-assisted contracts. The overall goal reflects the RTA’s determination of the level of DBE participation expected to be achieved absent the effects of discrimination. The RTA intends to meet this goal to the maximum extent feasible through race-neutral measures and does not intend to establish specific goals for any contracts unless needed.

Public comments and how the RTA plans to address these comments will be submitted to FTA on March 5, 2021 as an attachment 3 to this methodology.

II. DBE GOAL FOR FY 21-23

The proposed overall DBE Goal for FY 21-23 is 5.5%. The goal applies to FTA-funded contracts awarded by the RTA and its sub-recipients from October 1, 2020 through September 30, 2023. The analysis described herein indicates the proposed goal of 5.5% can be achieved entirely through race and gender neutral measures. In accordance with the decision by the US Court of Appeals for the Ninth Circuit in *Western States Paving Company v. United States and Washington State Department of Transportation*, USDOT recipients in the Ninth Circuit, which includes California, cannot consider the use of a race- or gender-conscious goal unless a finding of statistically significant disparity (disparity study) has been made for the ethnic and gender groups to be included in the race- or gender-conscious goal. The RTA has not conducted a disparity study and, therefore, did not consider the use of a race- or gender-conscious goal as part of the overall goal. However, based on the results of the analysis described in sections IV and V of this report, the RTA believes it can achieve the weighted goal figure calculated in Step One entirely through race- and gender-neutral measures. A summary of disparity studies conducted by Caltrans and the Los Angeles County Metropolitan Transportation Authority is provided in section V of this report.

III. METHODOLOGY FOR SETTING THE OVERALL DBE GOAL

As noted in Section I (Executive Summary), the DBE goal was calculated using the two-step process described in the “Tips for Goal Setting” guidance provided by USDOT. The two step process for calculating the overall DBE goal is to:

- Step 1: Calculate a base figure to determine the relative availability of DBEs; and
- Step 2: Adjust the base figure if necessary.

The DBE Directory and Census Data method was used to calculate the base figure of the relative availability of DBEs to perform the types of contracts that the RTA intends to let. A detailed description of the methodology used in Step One and associated calculations and assumptions are provided in Section IV. In Step Two, past DBE participation and projects from previous years in relation to projects proposed in FYs 21-23 was utilized to determine if the base figure should be adjusted. A description of this analysis conducted for Step Two is provided in Section V.

Determination of Local Market Area

The boundaries of the local market area were determined by examining the area in which the substantial majority of the contractors and subcontractors that are more likely to submit bids for the type of projects that will be performed in the upcoming years, as the RTA had none of these major types of projects in the past five years.

IV. STEP ONE - BASE FIGURE CALCULATION

The purpose of Step One is to determine what percentage of DBEs represents all firms that are ready, willing, and able to compete for USDOT-assisted contracting. This percentage is calculated by dividing the number of DBEs ready, willing and able to bid for the types of work to be funded during a three-year period, by the number of all firms (DBEs and non-DBEs) ready, willing and able to bid for the types of work to be funded during the same three-year period. The calculation is summarized in the equation below:

$$\text{Step One-Base Figure} = \frac{\text{Ready, Willing and Able DBEs}}{\text{All Firms Ready, Willing and Able (including DBEs and non-DBEs)}}$$

To complete the calculation, the first item of work was to develop a list of contracts that the RTA intends to let in FYs 21-23. This list of anticipated projects/contracts is provided in Attachment 1. A total of 10 anticipated contracts were identified that total \$23.8 million.

The DBE firms that are ready, willing and able to perform the anticipated work were identified using the California Unified Certification Program (CUCP) Statewide DBE

Directory. DBE firms that indicated their willingness to work in Caltrans District 5 (Monterey County, San Benito County, San Luis Obispo County, Santa Barbara County and Santa Cruz County) were selected. North American Industry Classification System (NAICS) codes were then assigned to each project to help identify DBEs and all firms that are ready, willing and able to compete for the anticipated projects. NAICS codes were obtained from the US Census Bureau web page located at: <http://www.census.gov/eos/www/naics/>.

USDOT recommends that weighting be used to help ensure that the Step One Base Figure is as accurate as possible. Weighting increased the Base Figure from 2.8% to 5.5%.

The calculations for Step One- Base Figure and Weighted Figure calculation of 2.8% and 5.5% are shown in Attachment 2.

V. STEP TWO BASE FIGURE ADJUSTMENT

The purpose for Step Two of the goal setting calculation is to adjust the Step One figure to make it more precise, if necessary. The factors listed below were considered to determine whether such an adjustment is necessary:

- Past DBE participation;
- Disparity studies conducted in the local market area.

Past DBE Participation

The DBE goals achieved in the previous three federal fiscal years were examined to determine the median DBE participation although the RTA did not have any examples of the proposed project type in these years. The DBE goals achieved in the past three fiscal years are:

FY17/18 = 0%
FY18/19 = 6.4%
FY19/20 = 3.6%

Median = 3.3%

The median DBE participation for the previous three-year period is 3.3%. However, the RTA believes that with the projects that are proposed it will make every effort to achieve our overall goal of 5.5% and that the large increase from 2015-2017 to now is due, in part, to the construction of our new facilities as compared to prior years.

Disparity Studies Conducted in the Local Market Area

The Los Angeles County Metropolitan Transportation Authority (Metro) conducted a disparity study in 2018 known as the Metro 2017 Disparity Study. The study

documented white women, black American, and Hispanic American owned firms exhibited disparity indices substantially below parity. The study also found that all groups, with the exception of Subcontinent Asian American-owned businesses, exhibited disparity indices substantially below parity on contracts without DBE goals. The Disparity Study noted that Metro might consider making an upward adjustment to its base figure to account for barriers that minorities, women, and minority- and woman-owned businesses face in the Los Angeles marketplace related to human capital, financial capital, business ownership, and business success. Additionally, Metro might also consider a downward adjustment to its base figure based on the volume of work that DBEs have performed in recent years on its contracts. Metro's utilization reports for FFYs 2011 through 2014 indicated median annual DBE participation of 3.7 percent for those years, which is lower than its base figure. USDOT "Tips for Goal-Setting" states that an agency is not required to make a step-2 adjustment to its base figure as long as it can explain what factors it considered and can explain its decision in its Goal and Methodology document.

Based on the factors listed above to consider whether to adjust the Base Figure, it is determined that no adjustment should be made to the RTA overall goal. Therefore, the overall goal for FYs 21-23 is proposed at 5.5% to be achieved through race and gender neutral measures.

The calculations for Step Two- Base Figure Adjustment are shown in Attachment 2.

The RTA will also monitor the progress of the California Department of Transportation (Caltrans) disparity study commissioned in July of 2020 with BBC Research & Consulting (BBC) to assess whether minority- and woman-owned businesses face any barriers as part of Caltrans's contracting processes. Information from the study, which is expected to be completed by June of 2021, will help the RTA in assess its efforts to encourage the participation of minority- and woman-owned businesses in local contracts and help inform any refinements that the RTA might make to its implementation of the Federal Disadvantaged Business Enterprise (DBE) Program in future years.

VI. Public Notice and Consultation

The public notice and consultation process will be conducted for setting the DBE Goal for FFYs 21-23 is provided in Attachment 3. Copies of all correspondences are incorporated into attachment.

Attachment 1
List of Anticipated Projects
FY 21-23

FEDERAL GRANTS WITH FY 21-23 CONTRACTING OPPORTUNITY				
Project	Antic. Federal Grants FY 21-23 Capital & Planning	3-Yr Total Maintenance & Planning	Amount with Contracting Opportunity	Amount with Contracting Opportunity
A	B	C	D	E
New Ops & Maint Facility	\$19,305,662		\$19,305,662	
Bus Stop Improvements (including shelters, amenities, etc)	\$232,900		\$232,900	
Service Vehicle	\$236,860		\$236,860	
Support Equipment	\$106,200		\$106,200	
Six (6) Replacement Buses	\$3,174,080		\$3,174,080	
Server redundancy update	\$55,200			\$
Upgrade radio system	\$71,440			\$
Upgrade fare collection system	\$434,400			\$4
TOTALS	\$23,616,742		\$23,055,702	\$5
PLANNING GRANTS				
Transit Planning & Programming				
Consultant Services (SRTP)	\$200,000	\$200,000	\$200,000	
TOTALS	\$200,000	\$200,000	\$200,000	
SUMMARY				
Capital Totals	\$23,616,742		\$23,055,702	\$5
Planning Totals	\$200,000		\$200,000	
TOTALS	\$23,816,742		\$23,255,702	\$5
Notes:				
1 - Sole Source- software purchased from only source, the manufacturer				

Attachment 2
FY 21-23 Goal Determination Calculations
Step 1 and Step 2

FY 21-23 GOAL DETERMINATION									
A	B	C		D	E	F	G	H	I
Project	NAICS	Number of Firms		Step 1	Amt with contracting Opportunity	Anticipated DBE Expenditure	Weighted Percent DBE	Step 2 Percent DBE	Notes - See Below
		Overall Total	DBE Only	Percent DBE					
CAPITAL GRANTS									
New Ops & Maint Facility	236220	2,239	140	6.3%	\$19,305,662	\$1,207,143	5.2%	5.2%	1
Bus Stop Improvements (including shelters, amenities, etc)	236220	2,239	140	6.3%	\$232,900	\$14,563	0.1%	0.1%	1
Service Vehicle	441110	2,625	1	0.0%	\$236,860	\$90	0.0%	0.0%	1
Support Equipment	811213	1,653	8	0.5%	\$106,200	\$514	0.0%	0.0%	1
Six (6) Replacement Buses	336120	974	0	0.0%	\$3,174,080	\$0	0.0%	0.0%	1
SQL Servers (2) Upgrade	334111	974	2	0.2%	\$0	\$0	0.0%	0.0%	2
ADA software Upgrade	511210	369	13	3.5%	\$0	\$0	0.0%	0.0%	2
Upgrade Fare collection system	511210	369	13	3.5%	\$0	\$0	0.0%	0.0%	2
TOTALS		11,442	317	2.8%	\$23,055,702	\$1,222,310	5.3%	5.3%	
PLANNING GRANTS									
Transit Planning & Programming									
Consultant Services (SRTP)	541611	2,460	640	26.0%	\$200,000	\$52,033	26.0%	26.0%	1
TOTALS		2,460	640	26.0%	\$200,000	\$52,033	26.0%	26.0%	
SUMMARY									
Capital Totals		11,442	317	2.8%	\$ 23,055,702	\$1,222,310	5.3%	5.3%	
Planning Totals		2,460	640	26.0%	\$ 200,000	\$52,033	26.0%	26.0%	
TOTALS		13,902	957	6.9%	\$23,255,702	\$1,274,342	5.5%	5.5%	
Notes:									
1. Step 2 reflects adjustment for weighting,									
2.Sole Source- software purchased from only source, the manufacturer									

Attachment 3
Public Notice and Consultation

This memo is to summarize the process the RTA followed for public participation regarding its proposed DBE goal as required by the FTA. The RTA will conduct public outreach that will properly address it in our submission.

DBE Goal Setting Consultation Process

On January 11, 2021, the RTA mailed the “Notice to Disadvantage Business Enterprise Resource and Assistance Agencies” (copy provided below) to the organizations listed in Resource Agency Listing (copy provided below). This letter notified these groups of the RTA’s goal and requested consultation. Subsequently, the RTA sent these same organizations a follow-up letter (copy provided below) and a follow up phone call was made on February 8, 2021 inviting them to a meeting at the RTA’s office on February 22, 2021.

The RTA published its Disadvantaged Business Enterprise Goal on February 2, 2021 in our local paper, The Tribune, which is available online and in hardcopy. The notice was also posted on our website and in our lobby of our Administration office and on the public board located just outside our building for 30 days.

The RTA made every concerted effort, as required, to obtain public participation for its DBE Goal.

NOTICE TO DISADVANTAGED BUSINESS ENTERPRISE RESOURCE AND ASSISTANCE AGENCIES

January 11, 2021

In accordance with Federal Regulations 49 CFR Part 26, San Luis Obispo Regional Transit Authority (RTA) is committed to enabling participation of Disadvantaged Business Enterprises (DBEs) in its contracting opportunities as reflected in the RTA Disadvantaged Business Enterprise (DBE) Program.

It is the policy of RTA to ensure nondiscrimination based on race, color, sex or national origin in the award and administration of contracts assisted by the U.S. Department of Transportation (DOT). It is the intention of RTA to create a level playing field on which DBEs can compete fairly and participate in the performance of contracts and subcontracts relating to RTA's procurement activities. The DBE Program is the result of RTA's commitment to the participation of small business firms owned and controlled by socially and economically disadvantaged individuals for purchasing and contracting opportunities.

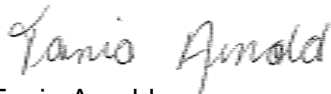
In this regard, RTA wishes to notify your organization and all interested parties that it is proposing to establish an overall DBE goal for Federal fiscal years 2021-23. This DBE goal will be applicable to contracts and procurements financed, in whole or in part, by the U.S. DOT, Federal Transit Administration (FTA).

In establishing its overall DBE goal, RTA wishes to consult with minority, women and general contractor groups, community organizations and other groups that may have information that will be useful to RTA in its procurement efforts. In this regard, we solicit your assistance by providing RTA with information concerning:

- a. DBEs and non-DBEs that may wish to participate in RTA's contracting opportunities.
- b. The effects of discrimination on opportunities for DBEs.
- c. RTA's efforts to establish a level playing field for the participation of DBEs.

Please direct your input to: San Luis Obispo Regional Transit Authority
Attn: Tania Arnold, Deputy Director/CFO (DBE Liaison)
179 Cross St.
San Luis Obispo, CA 93401

Thank you for your assistance and, if you have any comments or questions, please call me at (805) 781-4397, and refer to the DBE Program.



Tania Arnold
DBE Liaison

Resource Agency Listing

South County Chamber of Commerce 800-A West Branch Street Arroyo Grande, CA 93420	Morro Bay Chamber of Commerce 695 Harbor Street Morro Bay, CA 93442	Paso Robles Chamber of Commerce 1225 Park Street Paso Robles, CA 93446
Atascadero Chamber of Commerce 6907 El Camino Real, Ste A Atascadero, CA 93422	Latino Outreach Council of San Luis Obispo County 267 W Tefft Street, Nipomo, CA 93444	Templeton Chamber of Commerce 321 South Main Street Templeton, CA 93465
San Luis Obispo Chamber of Commerce 895 Monterey Street San Luis Obispo, CA 93401	Pismo Beach Chamber of Commerce 649 Dolliver Street Pismo Beach, CA 93449	Nipomo Chamber of Commerce 671 West Tefft Street Suite 2 Nipomo, CA 93444
Santa Maria Chamber of Commerce 614 South Broadway Santa Maria, CA 93454	Women's Network of SLO P.O. Box 1741 San Luis Obispo, CA 93406	Northern Chumash Tribal Council P.O. Box 6533 Los Osos, CA 93412

January 25, 2021

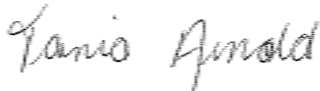
To: Organizations Representing Potential Contracting Partners
From: San Luis Obispo Regional Transit Authority
Subject: **Consultation for RTA Disadvantaged Business Enterprise/Small Business Enterprise Program**

Recently, your firm received a letter from our office with information on how you can participate in development of RTA's Disadvantaged Business Enterprise (DBE) goal. RTA is very interested in meeting directly with your organization to get your suggestions for our goal. To this end, RTA has scheduled a meeting at RTA's office to discuss how this participation goal is established. This important meeting will be held in the Downstairs Conference Room at RTA's office at 179 Cross Street, San Luis Obispo, CA 93401, at 1:30 p.m. on Monday, February 22, 2021, and your organization is strongly urged to attend. If you would like a link to attend virtually please call or email tarnold@slorta.org.

The letter sent to you earlier also offered to schedule a meeting specifically with your organization at your convenience, and that offer still stands, but the general meeting now scheduled for February 22nd hopefully provides another option for your participation in RTA's program. It would preferable to have all these meetings wrapped up by February 24th so that RTA can proceed with finalizing its DBE goal.

Should you have any questions, or to schedule a separate meeting, please do not hesitate to contact Tania Arnold Deputy Director/CFO DBE Liaison at (805) 781-4397. We hope to meet with you shortly.

Sincerely,

A handwritten signature in cursive script that reads "Tania Arnold".

Tania Arnold
Deputy Director/CFO DBE Liaison

Log of DBE Consultation Outreach Calls:

Agency	Phone Number	Outcome
South County Chamber of Commerce	805-489-1488	called 2/2/21 @ 1:01 p.m., left message, also emailed office@southcountychambers.com
Morro Bay Chamber of Commerce	805-772-4467	called 2/2/21 @ 1:04 p.m., left message, also emailed info@morrochamber.org
Paso Robles Chamber of Commerce	805-238-0506	called 2/8/21 at 1:07 p.m., spoke with Cali who requested the information be emailed to info@pasorobleschamber.com and will forward to the CEO and City of Paso Economic Development Department
Atascadero Chamber of Commerce	805-466-2044	called 2/8/21 @ 1:11 p.m., left message, also emailed info@atascaderochamber.org
Latino Outreach Council of San Luis Obispo County	805-929-1120	called 2/8/21 @ 1:24 p.m. and requested the information be emailed to Lupita@fredericklaw.net
Templeton Chamber of Commerce	805-434-1789	called 2/8/21 @ 1:29 p.m., left message, also emailed info@templetonchamber.com
San Luis Obispo Chamber of Commerce	805-781-2777	2/8/21 @ 1:32 p.m., spoke with Patty and suggested I speak with Kaila at 805-786-2774 and transferred me, spoke with Kaila and asked that the information be sent to Kaila@slochamber.org
Pismo Beach Chamber of Commerce	805-773-4382	called Judy Cotta at 559-287-0076 2/2/21 at 12:20 p.m. regarding the letters in response to her call to our office inquiring as to why they received the letters; 2/8/21 @ 1:41 p.m. spoke with Jeanette who asked that the information be emailed with information on how to become a registered DBE, emailed to info@pismochamber.com
Nipomo Chamber of Commerce	805-929-1583	2/8/21 @ 1:53 p.m. called and it is same msg as South County Chamber of Commerce, did not leave second message but did email info@NipomoChamber.org to ensure receipt of the information, email returned as undeliverable; second letter also came back as undeliverable
Santa Maria Chamber of Commerce	805-925-2403	2/8/21 @ 2:06 p.m. spoke with Patricia who suggested reaching out to Glenn via email at Glenn@santamaria.com
Women's Network of SLO	831-332-2423	2/8/21 @ 2:13 p.m. left message with Inara Sophia, President, also e-mailed Inara at connect@wilddivinity.org and board@slowomensnetwork.org; spoke with Inara on 2/9/21 at 10:28 a.m., we discussed the goal and additional information on applying for DBE certification was emailed
Northern Chumash Tribal Council	805-801-0347	2/8/21 @ 2:18 p.m. left message, also emailed fcollins@northernchumash.org

PUBLIC NOTICE
DISADVANTAGED BUSINESS ENTERPRISE GOAL
February 2, 2021

The San Luis Obispo Regional Transit Authority (RTA), in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR, Part 26 proposes an overall goal of 5.5% for participation by Disadvantaged Business Enterprises (DBEs) on Federal Transit Administration (FTA) assisted contracts during the federal fiscal years from October 1, 2020 to September 30, 2023.

The proposed goal and its rationale are available for inspection during normal business hours at RTA's Administrative Offices, located at 179 Cross Street, San Luis Obispo, CA 93401 for thirty (30) days from the date of this notice. Written comments should be directed to Tania Arnold, Deputy Director/CFO DBE Liaison, San Luis Obispo Regional Transit Authority, 179 Cross Street, San Luis Obispo, CA 93401 and/or Regional Director, U.S. Department of Transportation, Federal Transit Administration, 201 Mission Street, Suite 2210, San Francisco, CA 94105. Comments will be received for thirty (30) days from the date of this publication.

Noticia Pública
Empresa de Negocio Desventaja (DBE)
2 de febrero de 2021

De acuerdo con las regulaciones de U.S. Departamento de Transporte (DOT), 49 CFR, Parta 26, propone un objetivo general de 5.5% para la participación de Empresa de Negocio Desventaja (DBE) en administración federal de tránsito (FTA) de contratos asistidos durante los ejercicios fiscales federales desde el 1 de octubre de 2020 hasta el 30 de septiembre de 2023.

El objetivo propuesto y su justificación pueden ser inspeccionados durante las horas normales de trabajo en las oficinas administrativas del RTA ubicadas en RTA ubicadas en 179 Cross Street, San Luis Obispo, CA 93401 durante 30 días a partir de la fecha de este aviso. Los comentarios escritos deben dirigirse a Tania Arnold, Deputy Director/CFO DBE Liaison, San Luis Obispo Regional Transit Authority, 179 Cross Street, San Luis Obispo, CA 93401 y/o Director Regional, Departamento de Transporte de los Estados Unidos, Administración Federal de Tránsito, 201 Mission Street, Suite 2210, San Francisco, CA 94105. Los comentarios serán recibidos por treinta (30) días a partir de la fecha de esta publicación.



THE CAMBRIAN

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PG	Amount	Cols	Length
383312	0004852205	Public Notice - Mary Gardner		\$186.44	2	7.38 in

Attention:

SLO RTA
179 CROSS ST., SUITE A
SAN LUIS OBISPO, CA 93401

**PUBLIC NOTICE
DISADVANTAGED BUSINESS
ENTERPRISE GOAL
February 2, 2021**

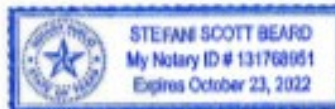
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**Noticia Publica
Empresa de Negocio Desventaja (DBE)
2 de febrero de 2021**

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In The Superior Court of The State of
California
In and for the County of San Luis Obispo

1 Insertions

Beginning issue of 02/02/2021

Ending issue of 02/02/2021

V. Rodela

Legal Clerk

STATE OF TEXAS)

-SS

County of Dallas)

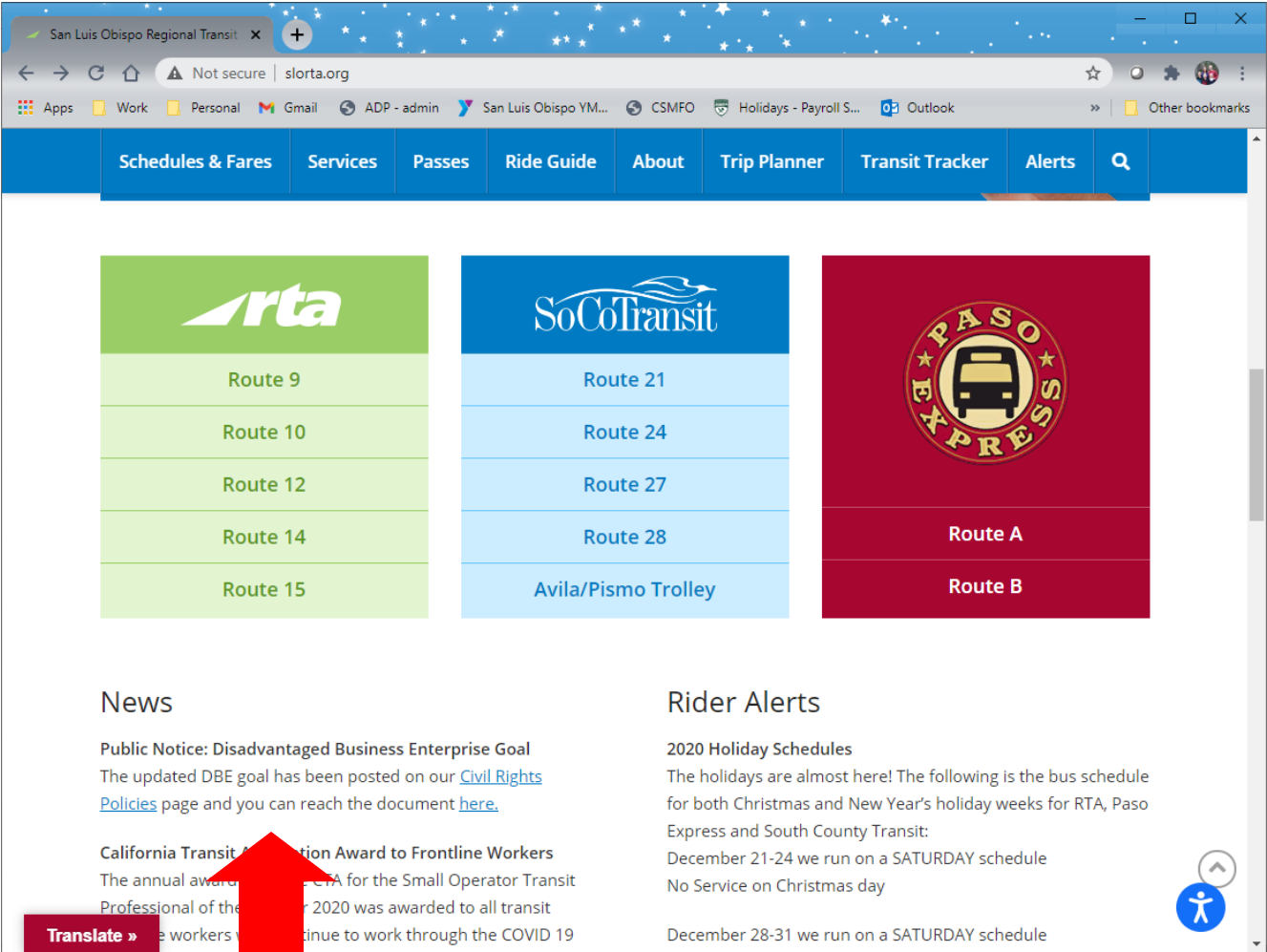
I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen and not interested in the above entitled matter; I am now, and at all times embraced in the publication herein mentioned was, the principal clerk of the printers and publishers of The Tribune, a newspaper of general circulation, printed and published daily at the City of San Luis Obispo in the above named county and state; that notice at which the annexed clippings is a true copy, was published in the above-named newspaper and not in any supplement thereof - on the following dates to wit: From 2/2/2021 to 02/02/2021 that said newspaper was duly and regularly ascertained and established a newspaper of general circulation by Decree entered in the Superior Court of San Luis Obispo County, State of California, on June 8, 1952, Case #18138 under the Government Code of the State of California.

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Stefani Beard
(Signature of Principal Clerk)
DATED:

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Legal document please do not destroy!

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