



RTA BOARD AGENDA

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

Wednesday, May 5, 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 May 5, 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_CgPYfgjwRMSHnF7QuCNhcg

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 Public Comments

- See details on page 1 of this agenda under ‘How to Watch.’
- Phone – Verbal Public Comments – Call: (805) 781-4833 – State and spell your name, state the agenda item number you are calling about and leave your comment/s. Verbal comments must be received no later than 5:00 p.m. on May 4, 2021 (the day before the meeting) and will be limited to three (3) minutes.

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 Tuesday, May 4, 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 Tuesday, May 4, 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.

CLOSED SESSION ITEMS

- a. 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.
 - b. CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Geoff Straw, Executive Director
Employee organization: Teamsters Local 986
- 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 February 10, 2021 (Information)
- A-2 RTA Board Meeting Minutes of March 3, 2021 (Approve)
- A-3 RTA Board Meeting Minutes of April 7, 2021 (Approve)
- A-4 Fourth Update on BMF Construction Change Orders (Approve)
- A-5 Injury and Illness Prevention Program (Approve)
- A-6 Contract Extension for ITS Technologies (Approve)
- A-7 Suspend Summer Youth Ride Free Program in 2021 (Approve)
- A-8 Agreement for County Auditor/Controller Services (Approve)
- A-9 Vehicle Procurement for Service Truck and Vehicle Surplus/Disposal (Approve)
- A-10 Paso Robles AHSC Grant Application Support Letter (Approve)
- A-11 Coronavirus Relief and Response Supplemental Appropriations Act Funds (Approve)

B. INFORMATION AGENDA

- B-1 Diversity, Equity and Inclusion Review and Recommendations (Receive)
- B-2 Executive Director's Report (Receive)
- B-3 Update on Bus Maintenance Facility Construction (Receive)

C. ACTION AGENDA

- C-1 Fiscal Year 2021-22 Operating and Capital Budget (Approve)

D. BOARD MEMBER COMMENTS

Next regularly-scheduled RTA Board meeting on July 7, 2021 - tentative

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San Luis Obispo Regional Transit Authority

Executive Committee Meeting

Minutes 2/10/2021

Draft A-1

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

Members Absent: Fred Strong, City of Paso Robles

Staff Present: Geoff Straw, Executive Director
Tania Arnold, Deputy Director/CFO
Omar McPherson, Operations Manager
Jon Ansolabehere, County Counsel

Call to Order and Roll Call: **President John Peschong** 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 noted the CDC issued a double mask recommendation and expressed concern with the employees of the RTA using double masks due to loss of alertness.

3. Consent Items

A-1 Executive Committee Meeting Minutes of December 9, 2020 (Approve)

A-2 Amended Contract with RTA Executive Director (Approve)

Vice President Ed Waage made a motion to approve consent agenda items A-1 and A-2, and **President Peschong** 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. Information Items

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

Mr. Geoff Straw stated that the agency has implemented the current CDC order. The impact to RTA was minimal but for agencies that did not have a mask order and the only real change to our agency is single

layer gaitors, face shields and pulling up a shirt are no longer allowed. The RTA is still providing mask for those who do not have a qualifying mask. Staff is still seeking guidance on how disabled riders are being addressed in the guidance. The Employee of the Quarter was selected, Paul Lockett who drives in the South County. Staff is finalizing a grant application for a regional coordinated short-range transit plan with a focus on the COVID emergence and zero emission vehicles.

Mr. Straw continued with facility updates include clarification to the Buy American rules, which could have delayed the project but is believed to be resolved now. The first COVID cases at the site occurred that were brought into the location by staff from other locations. Steel will be arriving next week with a crane on site. An overview of change orders was provided and they are currently under 1% of the total contract amount with 13 pending. Staff is recruiting for a new maintenance technician. Ridership is increasing and staff is adding a shadow bus to an evening Route 9 trip that has seen regular over COVID limits, and will continue if staff and vehicles continue to remain available. Staff is also monitoring a couple Route 10 trips.

Mr. Straw noted that there was a theft of a catalytic converter out of the Paso yard and which will put that vehicle out of service for at least two weeks. Staff is also working with the County regarding homeless encampment outside the fence of the South County yard.

Questions:

Vice President Waage asked about the timeline for construction with the Buy America delays.

Mr. Straw stated it could be two weeks and may push the schedule and staff is concerned about COVID supply delays, working to secure long lead time items early.

Mr. Greening noted it is good that drivers have changes of masks available and continues to be concerned with metabolic health issues related to double masking.

5. Action Items:

C-1 Fiscal Year 2021-21 Budget Assumptions (Approve)

Ms. Tania Arnold reviewed the key issues for the coming budget year as noted in the staff report. The objectives were reviewed including continuing the five percent service reduction; impacts of the nominal fare and the fare structure; federal funding projections; productivity measures; and large future capital improvement, including funding for electric vehicles. Impacts of Runabout travel training and assessment will be considered as we recover from the pandemic. Some of the major expense impacts were discussed such as fuel, various insurance programs, no change to staffing levels, impacts of the cost of living, and increases to the rates from the pension program. The budget calendar was also reviewed.

Questions:

Mr. Greening noted the LTF projection and asked what is expected and what will occur if it comes in below or above.

Mr. Straw noted staff is working with our partners at SLOCOG on funding projections. Staff looks at service in silos in order to address service reductions if the funding falls to that level and staff aims to reduce the impacts on LTF needed by the RTA as much as possible.

Vice President Waage thanked staff for keeping all the items rolling.

President Peschong made a motion to approve agenda item C-1, and **Vice President 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		

C-2 Strategic Business Plan Update 2021-2023 (Approve)

Mr. Straw noted that the Strategic Business Plan is a longer-term plan of what the road map looks like. Staff uses the Short Range Transit Plans to update this, it has been updated about every two years, staff had planned to bring it back this year but then the pandemic hit, and things kept going sideways. Staff believes we should wait until we are able to get a consultant on board to help us look at these standards, but continue to measure the agency with the standards that we had in place with the understanding there are some standard we won't achieve, such as productivity and farebox recovery ratio. Staff recommends that the matrix be brought to the Board bi-annually and adopt a new strategic business plan in 2022.

Questions:

Mr. Greening reluctantly agrees, it depends on what the virus does and what people do.

Vice President Ed Waage made a motion to approve agenda item C-2, and **President Peschong** 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		

C-3 FY20-21 Budget Amendment #4 (Approve)

Mr. Straw noted that staff is not asking for any addition funds, in fact this budget amendment included in the agenda in order to identify the potential LTF reduction for the jurisdictions as soon as possible to aid in their planning. It identifies additional federal 5311 funding for the rural operations that RTA provides. It was noted that the increase in professional technical services is related to the ITS system that provides vital data with regard to passenger loads, productivity, trip patterns, and riders by bus stops.

Questions:

Mr. Greening wanted to note the LTF being returned to the jurisdictions is for transit needs first and if there is not a transit need then it can be used for street and road projects.

Vice President Ed Waage made a motion to approve agenda item C-3, and **President Peschong** 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		

6. March 3, 2021 Draft RTA Board Agenda: The Executive Committee is asked to review and comment on the proposed agenda items.

Consent Items

- 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 RTA Injury and Illness Prevention Plan Update (Accept)

Information Items

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

Action Items

- C-1 Fiscal Year 2021-22 Budget Assumptions (Approve)
- C-2 Strategic Business Plan Update 2021-2023 (Approve)
- C-3 FY20-21 Budget Amendment #4 (Approve)
- C-4 Public Hearing: Disadvantaged Business Enterprise Plan Update (Action)

Questions:

Mr. Greening stated he is looking forward to reading the agenda.

President Peschong made a motion to move forward the draft March 3, 2021 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		

7. Closed Session: None

8. Adjournment

The Executive Committee meeting adjourned at 10:46 AM.

Next RTA Executive Committee Meeting:

Respectfully Submitted,

Acknowledged by,

Tania Arnold
Deputy Director/CFO

John Peschong
RTA President 2021

DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
BOARD MEETING MINUTES OF MARCH 3, 2021

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
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:

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

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 9:32 AM. Roll call was taken 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 asked RTA staff to consider the effects of all-day mask wearing on the health and alertness of drivers and employees. He would ask that employees be allowed to take masks off during breaks without penalty.

A. CONSENT AGENDA: (Roll Call Vote) the following items are considered routine and noncontroversial 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)

Public comment: There was no comment on the consent agenda.

Mr. Geoff Straw stated that under item A-9 two cities are interested in acquiring the surplus vehicles, and staff recommendation is to supply those vehicles to the City of Atascadero and the City of San Luis Obispo.

Mr. Fred Strong made a motion to approve consent agenda items A-1 through A-11, and **Vice President 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		
LYNN COMPTON	X		
BRUCE GIBSON	X		
JOHN PESCHONG (President)	X		
ROBERT DAVIS	X		
KAREN BRIGHT	X		
JIMMY PAULDING	X		
ANDY PEASE	X		
HEATHER MORENO	X		
FRED STRONG	X		
ED WAAGE (Vice President)	X		
DAWN ORTIZ-LEGG			X

B. INFORMATION AGENDA

B-1 Executive Director's Report (Receive)

Mr. Straw stated that the SLO County Department of Public Health has been working with RTA and 70% of the front line staff has been vaccinated. The reason for this is that those employees provide transportation to the elderly, which is a vulnerable population in relation to COVID-19. There has not been any service interruptions due to staff getting vaccinated, however a few have had to call in sick to deal with their symptoms. Ten employees tested positive for COVID-19 since the beginning of the pandemic, and all have recovered. As of January 31, the CDC directed all transportation to wear masks and clarified the acceptable forms of mask wearing. Face shields without a mask, bandanas, gaiters and scarves are prohibited. People exempt due to a disability is still unclear, and staff will notify the public as clearer directions are released by the

CDC. Paul Lockett was named Employee of the Quarter; he has had 13 years of collision free driving, was hired at SoCo Transit 15 years ago and is universally liked by riders and coworkers. Fred Carlberg retired as a bus technician and Luis Trejo was hired as his replacement. David Alm is a bus operator in training. A “shadow bus” on Route 9 has been added due to increased ridership. Other routes are being monitored to assess increased service needs. A catalytic converter was stolen from a cutaway van from the Paso Robles yard in February. The item will cost \$2000 to replace and will take three weeks. Staff is coming up with a theft deterrent for the Paso Robles yard. RTA has submitted a joint grant application to Caltrans to re-do the short range transit plan for RTA, SLO Transit, Atascadero Dial-a-Ride, Paso Express, and SLOCAT services. This will also include Morro Bay Transit, SoCo Transit, and rural Dial-a-Ride programs. The focus is to resize after the pandemic and coordinate capital needs for zero emission buses. Grant awards will be announced in June 2021. Majority of company marketing efforts continue to be focused on communicating COVID-19 information with employees and public. Pins have been issued to employees who have received the vaccine to wear on their shirts. RTA is offering free trips to receive vaccinations to seniors who have no other transportation. CDC guidelines for 6 foot spacing has led to capacity limits on vehicles. At this time, RTA cannot provide a solid plan for school-related transportation. There is a potential risk for students being turned away due to capacity issues. There was Diversity, Equity and Inclusion consultant on site at RTA, and staff were interviewed. RTA has not yet received the report, however staff will present it to the Executive Committee on April 14th and present to the Board on May 5th. Under consent item A-8, OSHA required procedures were adopted as the COVID-19 Prevention Plan. The Illness and Injury Prevention Plan was outdated, so staff will present a draft plan at the April Executive Committee meeting. Fixed route ridership is down 59.1% and Runabout ridership is down 59.4%. Productivity trends reflect the drop in ridership. Non capital expenses are below budget. Fixed route farebox recovery ratio is 2.5% and Runabout is 2.3%. Fixed route subsidy per passenger trip is \$22.06 and \$149.55 for Runabout. RTA is still faced with the issue of increasing passenger loads on fixed route service. Staff is working with Rideshare to implement a Guaranteed Ride Home as a possible solution, where riders that are turned away will be provided with a pass to use on Uber, Lyft or a taxi.

Questions:

Ms. Andy Pease thanked staff for the COVID-19 Prevention Plan. She asked if there was an expected date on when buses will be allowed to load at full capacity? With vaccinations expected to be completely rolled out at the end of May, is the CDC or the state recommending transportation still maintain social distancing?

Mr. Straw stated that RTA is working with the state asking that the Department of Public Health re-examines the 6-foot distancing on buses. Staff is working on various sanitation devices on the buses to protect against infection.

Ms. Karen Bright asked how can seniors access the free rides to vaccines?

Mr. Straw stated that SLO County arranges the rides for these seniors, and Promotores has been aiding with language barriers for those who do not speak English. Staff is trying to work with the county so vaccination appointments occur when rides are available; RTA is asking to be contacted first.

Public comment:

Mr. Greening suggested that 3 feet distancing on the buses should occur behind the rear door and the rest of the bus remain 6 feet distancing for passengers who feel more vulnerable.

Would the free ride be available to anyone who has no transportation to the vaccination appointment? He recommended sharing the information with city managers.

Mr. Pete Rodgers stated that he had discussed with Geoff Straw about the change of the SRTP population definition of 50,000 to 100,000. Caltrans has agreed to write a letter on our behalf opposing this change. Staff is concerned about repercussions down the road.

Mr. Straw stated CALACT has also agreed to submit a letter opposing this as well.

Mr. Strong stated that it has already been accepted, however it still remains a question on whether transportation funding will be affected. There is a possibility it will not be affected on a federal level.

President Peschong stated that the Board will receive and file item B-1.

B-2 Update on Bus Maintenance Facility Construction (Receive)

Mr. Straw stated that RTA needs to be out of the current leased facility on February 28, 2022 and moved into the new facility. There have been 18 invoices from Stantec Architecture totaling \$2.2 million, 10 invoices from Kitchell CEM totaling \$454,000 and 6 invoices from Specialty Construction totaling \$4.8 million. The kick off meeting with the Federal Transit Administration office and their consultant has occurred. Staff is working to make sure funding continues with the TIFIA grant. Concrete masonry units (CMU) walls have been erected. There are a lot of local vendors working on the project. There was a delay because construction employees contracted COVID-19. Structural steel was delivered the week of February 15th and most of the roof decking and siding began. Tours of the facility are available. There was a storm on January 27 through 29 and there was no outlet for the water, which cost 4 days of construction.

Questions

Mr. Jimmy Paulding commended RTA for negotiating with the contractor on liquidated damages and hopefully we can remain proactive on this.

Public comment

Mr. Greening thanked RTA for staying on the project and that the rain has not interfered with the project too much.

President Peschong stated that the Board will receive and file item B-2.

C. ACTION AGENDA

C-1 Fiscal Year 2021-22 Budget Assumptions (Approve)

Ms. Tania Arnold stated the FY 21-22 Budget Assumptions are as follows: address the operational and financial impacts of the COVID-19 pandemic including liability costs, continuing to focus on containment of Runabout costs, and address staffing and retention; negotiate a new or extended Collective Bargaining Agreement with Teamsters Local 986; continue efforts to implement Zero Emission Bus technologies; the construction of the long-planned new Bus Maintenance Facility; address the final funding gap for the CalPERS liability, State Transit Assistance (STA) funds, Local Transportation Funds (LTF); and address volatile fuel costs. The final Board Budget presentation and Board adoption of FY21-22 Budget will occur May 5th.

Questions

Ms. Pease asked how the SRTP will work if the Caltrans grant application is not successful?

Ms. Arnold stated that regionally there are 5307 funds that can be used as a backup if the grant funds are not approved.

Mr. Paulding requested an update on the need for a zero emissions bus fleet.

Mr. Straw stated there is no existing bus available that would be able to operate on Routes 9 and 10, so electric buses will be possibly implemented on the other routes.

Public comment

Mr. Greening asked will the current stimulus bill have an impact on transportation funding? Are the jurisdictions aware of the 100,000 new limit for metropolitan areas and ready to respond?

Mr. Straw stated that RTA did not receive CRARSAA funds, however the state received some of those funds and were distributed to the county. RTA may receive funds via the county. There is no direct numbers on the current stimulus bill.

Mr. Strong stated that the city of Paso Robles is aware of the limit and working on a response.

Vice President Waage stated that the city of Pismo Beach is also aware.

Vice President Waage made a motion to approve agenda item C-1, and **Mr. Strong** 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		
LYNN COMPTON	X		
BRUCE GIBSON	X		
JOHN PESCHONG (President)	X		
ROBERT DAVIS	X		
KAREN BRIGHT	X		
JIMMY PAULDING	X		
ANDY PEASE	X		
HEATHER MORENO	X		
FRED STRONG	X		
ED WAAGE (Vice President)	X		
DAWN ORTIZ-LEGG			X

C-2 Strategic Business Plan Results & Planned Update (Approve)

Mr. Straw stated that the original plan was to bring changes to the SRTTP in the fall of 2020, however COVID-19 has made some of the standards impossible to meet. An example of that is the farebox recovery ratio will not be met. Staff recommendation is to continue using the current SRTTP until more reasonable standard numbers can be generated.

Public comment

Mr. Greening stated that he appreciates the effort of RTA to meet standards in COVID-19 times.

Ms. Heather Moreno made a motion to approve agenda item C-2, and **Mr. Strong** 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		
LYNN COMPTON	X		
BRUCE GIBSON	X		

JOHN PESCHONG (President)	X	
ROBERT DAVIS	X	
KAREN BRIGHT	X	
JIMMY PAULDING	X	
ANDY PEASE	X	
HEATHER MORENO	X	
FRED STRONG	X	
ED WAAGE (Vice President)	X	
DAWN ORTIZ-LEGG		X

C-3 FY20-21 Budget Amendment #4 (Approve)

Ms. Arnold stated that the CARES Act funding do not require local match and will be allocated to RTA for services provided. The LTF savings is close to \$1 million. The request LTF for the next fiscal year is being reduced. The change in operating revenue is an increase in offset reserve to carryover to FY21-22. Changes in non TDA sources are an increase in FTA (Section 5311) operating CARES and an increase in FTA (Section 5307 – SM) operating CARES. The changes in capital revenue include a decrease in Federal Transit Administration (FTA) (Section 5307 – Santa Maria) CARES. The changes in administration and service delivery are an increase in professional technical services and an increase in maintenance. The change in capital expenditures is a decrease in COVID-19 related items. The staff recommendation is to adopt the budget amendment as presented.

Mr. Paulding made a motion to approve agenda item C-3, and **Mr. Strong** 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		
LYNN COMPTON	X		
BRUCE GIBSON	X		
JOHN PESCHONG (President)	X		
ROBERT DAVIS	X		
KAREN BRIGHT	X		
JIMMY PAULDING	X		
ANDY PEASE	X		
HEATHER MORENO	X		
FRED STRONG	X		
ED WAAGE (Vice President)	X		
DAWN ORTIZ-LEGG			X

C-4 Public Hearing: Disadvantaged Business Enterprise Plan Update (Action)

Ms. Arnold stated the DBE was originally adopted in September 2010 and most recently updated in May 2015. 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 proposed overall DBE Goal for FY 21-23 is 5.5%, up from 5.1% for FY 18-20.

Public comment

Mr. Greening stated he would urge to move forward with the DBE.

Mr. Strong made a motion to approve agenda item C-4, and **Vice President 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		
LYNN COMPTON	X		
BRUCE GIBSON	X		
JOHN PESCHONG (President)	X		
ROBERT DAVIS	X		
KAREN BRIGHT	X		
JIMMY PAULDING	X		
ANDY PEASE	X		
HEATHER MORENO	X		
FRED STRONG	X		
ED WAAGE (Vice President)	X		
DAWN ORTIZ-LEGG			X

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

The Board went into closed session at 10:57 a.m. and returned to open session at 11:18 a.m.

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

E. BOARD MEMBER COMMENTS

Mr. Strong stated that meetings have been occurring and he will meet with the new Secretary of Transportation. The new Secretary has high hopes of getting federal funding directly to the cities without having to go through the states.

Ms. Pease stated that she appreciates the DBE goal and the outreach makes a difference.

The meeting was adjourned at 11:21 a.m.

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

Respectfully Submitted,

Acknowledged by,

Chelsea Sperakos, Administrative Assistant

John Peschong, RTA President 2021

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
BOARD MEETING MINUTES OF APRIL 7, 2021

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
FRED STRONG, CITY OF PASO ROBLES
ED WAAGE, CITY OF PISMO BEACH (Vice President)

BOARD MEMBERS ABSENT:

JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO (President)

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
JON ANOSOLABEHERE, SAN LUIS OBISPO COUNTY COUNSEL

CALL MEETING TO ORDER, ROLL CALL: Vice President Ed Waage called the meeting to order at 11:57 a.m. and roll call was taken. 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.

There was no public comment.

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 Authorize FTA Section 5339(c) Low or No Emission Grant Application Submittal (Approve)

There was no public comment or board discussion on this item.

Mr. Fred Strong made a motion to approve consent agenda item A-1, and **Ms. Dawn Ortiz-Legg** 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		
LYNN COMPTON	X		
BRUCE GIBSON	X		
ADAM HILL	X		
JOHN PESCHONG (President)			X
ROBERT DAVIS	X		
KAREN BRIGHT	X		
JIMMY PAULDING	X		
ANDY PEASE	X		
HEATHER MORENO	X		
FRED STRONG	X		
ED WAAGE (Vice President)	X		

B. INFORMATION AGENDA—None

C. ACTION AGENDA—None

D. CLOSED SESSION ITEMS—None

E. BOARD MEMBER COMMENTS—None

The meeting adjourned at 12:02 p.m.

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

Respectfully Submitted,

Acknowledged by,

Chelsea Sperakos, Administrative Assistant

John Peschong, RTA President 2021

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: A-4

TOPIC: Fourth 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

BACKGROUND/DISCUSSION:

The RTA Board of Directors awarded construction of the Bus Maintenance Facility to Specialty Construction, Inc. (SCI) at its July 2020 meeting. As noted in previous updates, the award resolution delegates to me 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. The dollar amount of any such change or addition shall not exceed the maximum dollar amount allowed per 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 single change or addition can exceed \$210,000, based on the size of our project. 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 March 3, 2021 RTA Board meeting, I previously reported eight Change Orders totaling \$149,413.53, or a 0.89% increase over the original contract amount.

2. I have since executed six additional Change Orders that have a net impact of \$196,295.09. Below are details on these recent Change Orders:
 - a. An unforeseen change resulting in an increase of \$7,560.00 for a modification to the concrete aggregate used for the shop floor (elimination of fly ash to meet the specialized needs of the reflective hardener system).
 - b. An unforeseen change resulting in an increase of \$30,831.37 to provide hand digging and compaction around a Phillips 66 oil pipeline that was discovered to be not located exactly as indicated in the plans.
 - c. An owner-initiated change resulting in a net increase of \$137,469.44 to add safeguards within the building to abate spread of possible future airborne disease, including:
 - i. An increase of \$50,172.13 to replace static windows with user openable windows in the administrative and operations office areas.
 - ii. An increase of \$31,447.66 to add a bipolar ionizer in the main HVAC unit to “scrub” recirculated air within the office areas.
 - iii. An increase of \$55,849.65 to implement other related air-handling changes, including changes to HVAC controls when windows are opened.
 - d. An owner initiated change resulting in an increase of \$20,434.28 to modify the vehicle fluid handling system within the lubrication room.

The resulting net Change Order total is \$345,708.62, or 2.0% increase over \$16,873,000 original contract. The resulting agreement with SCI has now been increased to \$17,177,708.60

An additional thirteen Change Request Bulletins are pending, with a preliminary net total increase of less than \$3,000.

Staff Recommendation

Approve Change Order Amendments to Specialty Construction, Inc. agreement as presented.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: A-5

TOPIC: Injury and Illness Prevention Program (IIPP)

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt Injury and Illness Prevention Program

BACKGROUND/DISCUSSION:

Every California employer is required by the California Occupational Safety and Health Administration (Cal/OSHA) to establish, implement and maintain a written Injury and Illness Prevention Program (IIPP). This written plan must describe your workplace's health and safety program and how you will implement the elements that are required by the Cal/OSHA standard under Title 8 California Code of Regulations §3203.

The RTA is committed to the safety and health of its employees. As such, staff has developed an IIPP to prevent collisions and other safety-related occurrences. The IIPP, will reduce personal injuries, occupational illnesses, and will comply with all safety and health standards. This program requires all employees to focus on working safely, maintaining a safe and healthful work environment.

Staff Recommendation

Adopt Injury and Illness Prevention Program.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

Injury and Illness Prevention Program (IIPP)

Adopted May 5, 2021

I. COMMITMENT TO SAFETY AND HEALTH

A. SAFETY AND HEALTH POLICY

The San Luis Obispo Regional Transit Authority (RTA) is firmly committed to maintain a safe and healthful work environment for its employees. The RTA has developed this Injury and Illness Prevention Program (IIPP), and the primary purposes of the IIPP are to ensure the safety and health of RTA employees, and to provide a safe and healthful working environment.

B. OBJECTIVES OF THE INJURY AND ILLNESS PREVENTION PROGRAM

The objective of the IIPP is to prevent collisions and safety-related occurrences, and thereby reduce personal injury, occupational illness, and comply with all safety and health standards.

C. EMPLOYEE RESPONSIBILITY FOR SAFETY AND HEALTH

All employees are responsible for working safely, maintaining a safe and healthful work environment, and to participate in all aspects of the IIPP.

II. PROGRAM AUTHORITY/RESPONSIBILITY

A. PROGRAM ADMINISTRATORS

The following individuals are delegated the complete authority to properly administer, regulate, and coordinate the IIPP. Persons with authority and responsibility are:

Position:	Executive Director
Authority:	General authority and supervision of the IIPP; allocates necessary resources; assures hazards are abated in a timely manner.
Position:	Safety & Training Manager
Authority:	Implementation of the IIPP; employee training; inspections, investigations, and maintenance of IIPP records.

B. MANAGERS AND SUPERVISORS

Managers and supervisors are informed and instructed in their workplace duties and responsibilities, and are held accountable for enforcement of the IIPP in his or her area.

C. EMPLOYEES

1. Responsibility for Safety – Employees will make a conscientious effort to insure that necessary methods are used to operate and maintain facilities and equipment in the safest possible manner.
2. Reporting Responsibility – Employees will immediately report to their supervisor any unsafe condition that they discover in the workplace, or any safety-related occurrence, near-miss occurrence, injury or illness that occurs in the course of their job or during observations at their workplace.

III. COMPLIANCE

A. INCENTIVE PROGRAM

The incentive program is stated in both initial training and refresher training. The RTA offer's employee incentives for compliance and for demonstration of safe work practices in the course of their duties. Incentives are offered in the form of:

1. Recognition on performance evaluations
2. Outstanding performance commendations
3. Letters of commendation
4. Safety awards
5. Employee of the Quarter nominations
6. Safety appreciation days or campaigns

B. ENFORCEMENT SYSTEM

Employees are advised through initial training, policy and procedure statements, and posted memos that safe work practices and required personal protective equipment are mandatory and will be enforced by way of termination or re-training for at-will employees, or progressive disciplinary action for collective bargaining employees as follows:

- | | |
|--------------------------|----------------------|
| 1. Verbal warning | 4. Letter of warning |
| 2. Rule violation notice | 5. Suspension |
| 3. Counseling memos | 6. Termination |

IV. COMMUNICATION

A. The RTA recognizes that safety is a continuous process, requiring continuous training, supervision, and communication. Our system for communicating with our employees is designed to solicit information on matters relating to occupational safety and health, and our concern for safety is communicated to our employees through the following:

1. Safety training programs
2. Safety awareness memos
3. Safety posters
4. Anonymous safety suggestion program
5. A Safety Committee, composed of labor and management members
6. Open door policy regarding safety matters

B. The RTA will not impose disciplinary action or other reprisals for expressing any concern, comment, suggestion or complaint about a safety-related matter to a supervisor or manager. Employees who wish to remain anonymous may report hazards to the Human Resource Officer without identifying themselves.

V. HAZARD ASSESSMENT AND CONTROL

A. GENERAL HAZARD IDENTIFICATION

The RTA's system for identifying and evaluating workplace hazards includes:

1. Inspections – Regular inspections of all premises and operations is necessary for continued safe operations and the safety of all employees. Inspections are conducted to identify unsafe conditions or work practices, to verify compliance with safety procedures and other safety requirements, to identify any additional hazards, and to investigate collisions, safety-related occurrences, injuries, illnesses, and unusual occurrences.

These inspections will be conducted at the following areas:

- a. At each operating facility (main San Luis Obispo facility, and park-outs in Paso Robles and Arroyo Grande), to include all work areas, are inspected annually by the Safety & Training Manager.
 - b. Maintenance areas, including vehicle maintenance bays, offices, and surrounding areas are inspected bi-monthly by the Maintenance and Facilities Manager.
 - c. Administrative/Clerical/Dispatch areas are inspected semiannually by the Deputy Director/CFO and Operations Manager, as appropriate.
 - d. In addition, unscheduled inspections will take place whenever the Safety & Training Manager deems it necessary to increase the general safety awareness of a particular area, based on current and past safety records or employee reports of unsafe work conditions or practices.
 - e. Supervisors and managers will conduct informal work area monitoring on an on-going basis. Unsafe conditions or practices will be corrected on the spot to the extent possible. These informal monitoring efforts will not necessarily be documented; however, any unsafe conditions will be corrected on the spot and documented in conjunction with the appropriate department head.
 - f. Inspections will be made whenever new substances, processes, or equipment are introduced and represent a new occupational safety hazard, and whenever the RTA is made aware of a previously unrecognized hazard.
 - g. Inspections are documented and maintained in the Safety/Training Files.
2. Investigations – Investigations will be conducted to assist in determining the root cause of each safety-related occurrence and/or collision. The investigation will clearly document hazard sources, provide information on contributing factors, unsafe conditions and practices, and will be used to improve conditions and/or set higher standards of performance.

No employee will be disciplined or discharged for reporting any workplace hazard, unsafe condition, or unsafe practice. Employees

who wish to remain anonymous may report hazards to the Human Resources Officer.

Investigations are documented and maintained in the Safety/Training Files.

3. Occurrences – RTA investigates all collisions, injuries, illnesses, and unusual events that occur at our facilities. Investigations are conducted as soon as possible after an occurrence is reported.
4. Employee Report of Hazards – Information provided by employees is reviewed to identify and evaluate hazards and potential hazards. Employees are required to immediately report to their supervisor any unsafe condition or practice that they discover in the workplace. All reports of unsafe workplace conditions or practices will be investigated.
5. Best Practice Reviews – Industry and general publications are regularly reviewed by department heads and the Safety & Training Manager for information on potential or emerging occupational health and safety hazards, including Material Safety Data Sheets for those chemicals used at our facilities.

B. JOB SPECIFIC HAZARDS

1. Job Hazard Evaluations – Hazard evaluations are continually conducted for both general and the four specific Job Safety Areas presented below. The occupational safety and health hazards identified in the hazard evaluations are documented and maintained in the Safety/Training Files.

Hazard evaluations were conducted for the following Job Safety Areas:

- a. Operations: for Bus Operators and Line Instructors
 - b. Maintenance-Service: for Technicians and Utility personnel
 - c. Maintenance-Managerial: for managers and clerical support personnel
 - d. Administration: for remaining supervisors, managers, trainers, and clerical support personnel
2. Job Specific Review/Analysis – Records of safety-related occurrences, collisions, injuries, and illnesses are reviewed

quarterly by the Safety & Training Manager to reveal areas that may need further investigation or changes in work conditions or practices.

C. CONTROL OF HAZARDS

1. Prevention of Hazards – Good housekeeping is an integral part of an effective safety program. Keeping work areas neat and clean reduces the chances of safety-related occurrences and injuries. Well organized work areas also increase the ability of employees to perform their jobs efficiently. Each employee is responsible for keeping his or her work area neat and orderly, especially if his or her work area is shared with others.
2. Correction of Hazards:
 - a. Procedures and methods for correcting unsafe or unhealthy conditions or practices in a timely manner are based on the severity of the hazard. Employees must correct unsafe conditions as soon as possible.
 - a. When a hazard represents an imminent danger to an employee or customer, and that hazard cannot be immediately abated without endangering persons and/or property, all exposed persons must be removed from the area, except those necessary to correct the hazard. Employees involved in correcting the hazard must first have been provided the necessary training and safeguards.
 - b. Employees will never knowingly be exposed to undue danger or serious hazards.

VI. SAFETY TRAINING AND INSTRUCTION

A. EMPLOYEE SAFETY TRAINING

Awareness of potential health and safety hazards, as well as knowledge of how to control such hazards, is critical to maintaining a safe and healthful work environment. This will prevent injuries, illnesses and safety-related occurrences in the workplace.

The RTA provides both initial and refresher training and instruction to each employee with regard to general safe and healthful work practices. The employee is also provided information about any known hazards or safety procedures specific to that employee's work assignment.

Training includes general work area safety practices and specific job safety training based on the potential occupational safety and health hazards identified in each Job Hazard Evaluation.

Training documentation for individual training sessions and for group training sessions is maintained in the Safety/Training Files.

To meet the RTA's commitment to a safe and healthful work environment, training is provided as follows:

1. Employee Job Safety Training will be provided as follows:

- a. Upon hire.
- b. To employees given new job assignments for which training has not been previously provided.
- c. Whenever new substances, processes, equipment, or procedures are introduced and represent a new hazard.
- d. Whenever the RTA is made aware of a new or previously unrecognized hazard.
- e. Whenever the Safety & Training Manager (in consultation with the Executive Director) believes that additional training is necessary or will benefit the overall goals of the IIPP.
- f. To increase the safety awareness of an individual, group or department and to periodically refresh employees on safe work practices.

B. SUPERVISOR TRAINING

Supervisors will be continually trained on the hazards of work completed within his or her area of responsibility, and will communicate these hazards and mitigations to their employees.

VII. RECORDS

Records of periodic inspections are kept in the Safety/Training Files for three years. Records include the person(s) conducting the inspections, the unsafe condition(s) identified, and the corrective action(s) taken.

Documentation of safety and health training for each employee is kept in the personnel files for five years. Records include the employee name, training dates, type(s) of training, and names of trainers.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: A-6

TOPIC: Contract Extension for Intelligent Transportation System (ITS) Technologies Service Agreement with Connexionz LTD

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Authorize Executive Director to Execute Contract Extension for ITS Technologies that meet RTA's, South County Transit's and Paso Express' needs

BACKGROUND/DISCUSSION:

At its January 5, 2014 meeting, the RTA Board authorized the Executive Director to execute a contract for Intelligent Transportation Systems (ITS) technologies to meet RTA's, South County Transit's and Paso Robles' needs.

The contract was executed on April 28, 2015 with Connexionz LTD based in New Zealand with a U.S. based service center in Santa Clarita, CA. We worked with Connexionz to install and test the complex system, and we finally accepted it on May 9, 2016 with an initial five-year operations agreement (expiring May 9, 2021). The ITS technologies provide vital real-time operations-related data reporting, as well as customer-facing bus arrival times via the internet or SMS text messaging. The RTA was successful in obtaining grant funds to fully implement these ITS technologies.

Staff is now seeking Board authorization to permit the Executive Director to execute a contract extension that would continue Connexionz hosted technologies as detailed in the attached Agreement. The services provided under the Agreement is summarized below:

1. Provide a GPS-based computer-aided dispatch / automatic vehicle location system for the RTA, SCT and Paso Express fixed-route services. This system uses wireless communications to transmit each vehicle's location, speed and provides estimated arrival times at bus stops in real-time. In addition, the following elements are included:
 - a. Automated voice annunciation system, both inside the vehicle for passengers and on the exterior so that passengers know which bus is approaching. This system also displays the next bus stop on an LED message board inside the bus.

- b. Automatic passenger counters, which geo-code each boarding and alighting by route, time of day and direction of travel. This system assists with vehicle capacity and passenger amenity planning.
- c. Emergency alert system that allows the Bus Operator to covertly alert RTA Dispatchers of an emergency situation occurring on the vehicle.
- d. Vehicle monitoring and diagnostic systems that relay engine, transmission and other vehicle component performance and monitoring back to the Dispatch center.

It is less expensive to implement this contract extension than to attempt another solicitation for the continued provision and installation of the equipment mentioned above.

Staff Recommendation

Authorize the Executive Director to execute a contract extension for ITS Technologies that meets the RTA's, South County Transit's and Paso Express' needs.

**SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY
SERVICE AND MAINTENANCE AGREEMENT
WITH CONNEXIONZ**

AGREEMENT NUMBER SLO05092021

This "Agreement" is made as of this day of _____, 2021, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser") and Connexionz Limited, a limited liability company registered in the State of Virginia as a Foreign Corporation ("Contractor"), with a principal place of business at 1 Show Place, Addington, Christchurch, New Zealand 8024.

RECITALS

A. The RTA desires to retain a qualified and committed professional Intelligent Transportation Systems (ITS) service firm to provide services to maintain the software and hardware in our ITS program.

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

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

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

AGREEMENT

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

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

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

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum set forth in Exhibit A under the fees and payment section. The RTA's Deputy Director/Chief Financial Officer is authorized to pay all proper claims.

3. DOCUMENTATION; RETENTION OF MATERIALS

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

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

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

4. INDEMNITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the RTA.

5. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

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

7. TERMINATION

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

b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been installed, Contractor shall provide a working installation and configuration of the AVL system to the RTA within Thirty (30) days of the termination date. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to the RTA all

documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

8. NOTICES

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

RTA Representative:

Omar McPherson
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-1171
Omcpherson@slorta.org

Contractor Representative:

Joey Dillon
Connexionz LLC
Customer Support
27220 Avenue Scott Suite 190
Santa Clarita, California 91355
(213) 807-9365
Joey.Dillon@connexionz.com

9. INDEPENDENT CONTRACTOR

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

10. ADDITIONAL SERVICES

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

11. SUCCESSORS AND ASSIGNS

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

12. TIME OF PERFORMANCE

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

13. MISCELLANEOUS

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

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

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

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in San Luis Obispo County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The RTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a “Contractor” under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) Cause these individuals to file with the RTA’s Representative the “assuming office” statements of

economic interests required by the RTA's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the RTA's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

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

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

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

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

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

14. ACCESSIBILITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all RTA telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall

provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

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

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

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: **CONNEXIONZ LLC**

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☐ Corporation

☒ Limited Liability Company

☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: Wayne Smith

Title: Certified Executive Officer

Taxpayer I.D. No. 98-0441396

**SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY**

By: _____

Geoff Straw

RTA Executive Director

APPROVED AS TO FORM:

RTA Counsel

ATTEST:

RTA Clerk

Attachments:

- Attachment One – Insurance Requirements for Agreements for Professional Services
- Attachment Two – Federally Required Contract Clauses
- Exhibit A – Scope of Services

ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

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

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

B. Endorsements:

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

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

D. Other Insurance Provisions:

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

ATTACHMENT TWO

FEDERALLY REQUIRED CONTRACT CLAUSES

2-1 ACCESS TO RECORDS AND REPORTS

1. Record Retention. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2-2 BONDING REQUIREMENTS *(Not Applicable to This Procurement)*

2-3 BUS TESTING *(Not Applicable to This Procurement)*

2-4 BUY AMERICA REQUIREMENTS *(Not Applicable to This Procurement)*

2-5 CARGO PREFERENCE REQUIREMENTS *(Not Applicable to This Procurement)*

2-6 CHARTER SERVICE *(Not Applicable to This Procurement)*

2-7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The CONTRACTOR agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and

4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

2-8 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The RTA is an Equal Opportunity Employer. As such, the RTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the RTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

2-9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

Further, RTAs must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the prime contractor. Finally, for contracts with defined DBE contract goals, each FTA RTA must include in each prime contract a provision stating that the CONTRACTOR shall utilize the specific DBEs listed unless the CONTRACTOR obtains the RTA's written consent; and that, unless the RTA's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

As an additional resource, RTAs can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the RTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the CONTRACTOR must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

Contract Assurance

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the RTA deems appropriate.

DBE Participation

For the purpose of this Contract, the RTA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the California Department of Transportation; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the RTA.

DBE Participation Goal

The DBE participation goal for this Contract is set at 5.1%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 5.1% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other

information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the RTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the RTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. In determining whether a Bidder has made good faith efforts, the RTA may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average

DBE participation obtained by other Bidders, the RTA may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's Civil Rights Officer. The RTA Civil Rights Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

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

Termination of DBE Subcontractor

The CONTRACTOR shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the CONTRACTOR shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Sanctions for Violations section below.

Continued Compliance

The RTA shall monitor the CONTRACTOR's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the CONTRACTOR to submit quarterly written reports to the RTA that** summarize the total DBE value for this Contract. These reports shall provide the following details:

1. DBE utilization established for the Contract;
2. Total value of expenditures with DBE firms for the quarter;
3. The value of expenditures with each DBE firm for the quarter by race and gender;
4. Total value of expenditures with DBE firms from inception of the Contract; and

5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTA Civil Rights Officer. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the CONTRACTOR relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in Section 2-1 ACCESS TO RECORDS.

Sanctions for Violations

If at any time the RTA has reason to believe that the CONTRACTOR is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the CONTRACTOR until such time as the issues concerning the CONTRACTOR's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful CONTRACTOR is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the RTA have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

2-10 EMPLOYEE PROTECTIONS

The following three FTA required clauses pertain to this procurement.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The CONTRACTOR will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONTRACTOR agrees to pay wages not less than once a week. The CONTRACTOR shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in this section.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

2-11 ENERGY CONSERVATION

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

2-12 FLY AMERICA

1. Definitions. As used in this clause—

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires CONTRACTORS, RTAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
3. If available, the CONTRACTOR, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
4. In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
[State reasons]:

(End of statement)

5. The CONTRACTOR shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

2-13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;

3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the RTA. If it is later determined by the RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2-14 LOBBYING RESTRICTIONS – See Attachment A, which includes a submittal form.

2-15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

2-16 PATENT RIGHTS AND RIGHTS IN DATA (Not Applicable to This Procurement)

2-17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES (Not Applicable to This Procurement)

2-18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2-19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS (Not Applicable to This Procurement)

2-20 RECYCLED PRODUCTS

The CONTRACTOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

2-21 SAFE OPERATION OF MOTOR VEHICLES

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or RTA.

The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

2-22 SCHOOL BUS OPERATIONS (Not Applicable to This Procurement)

2-23 SEISMIC SAFETY

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

2-24 SUBSTANCE ABUSE REQUIREMENTS (Not Applicable to This Procurement)

2-25 TERMINATION

The RTA, by written notice, may terminate this contract, in whole or in part, when it is in the RTA's interest. If this contract is terminated, the RTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of this contract, the RTA may terminate this contract for default. The RTA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the RTA.

2-26 VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the RTA

The RTA shall have the following rights in the event that the RTA deems the CONTRACTOR guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the CONTRACTOR, either directly or through other CONTRACTORS;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of CONTRACTOR

Inasmuch as the CONTRACTOR can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the CONTRACTOR expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling CONTRACTOR to cancel or rescind the Contract (unless the RTA directs CONTRACTOR to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the CONTRACTOR to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The CONTRACTOR recognizes that in the event of a breach of this Agreement by the CONTRACTOR before the RTA takes action contemplated herein, the RTA will provide the CONTRACTOR with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide the CONTRACTOR a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the RTA Executive Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the RTA Executive Director. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the RTA Executive Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the RTA acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by RTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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Exhibit A

Service and Maintenance Agreement
(2021 + Optional years)

San Luis Obispo Regional Transit Authority

San Luis Obispo Regional Transit Authority Hereinafter referred to as "Customer"	CUSTOMER'S REPRESENTATIVE CONTACT DETAILS	Omar McPherson Operations Manager San Luis Obispo Regional Transit Authority 179 Cross Street Suite A San Luis Obispo, CA 93401 P 805.781.1171 F 805.781.1291 omcpherson@slorta.org
Connexionz	CONNEXIONZ REPRESENTATIVE CONTACT DETAILS	Joey Dillon Customer Support +1-213-807-9365 Joey.Dillon@connexionz.com

AGREEMENT NUMBER	SLO05092021
DATE OF COMMENCEMENT	May 9, 2021
TERM OF AGREEMENT	2 Year (with option for Years 3, 4, and 5)
1. Connexionz contracts to provide Services to maintain the software and hardware, subject to the terms and conditions of the Agreement, (which includes its Schedules and the General Terms and Conditions of Support and Maintenance, a copy of which is annexed hereto). 2. Customer accepts the offer on the terms and conditions of the Agreement	
FEES AND PAYMENTS	Years 1-2: USD \$ 145,000.00 Year 3: USD \$ 76,000.00 Year 4: USD \$ 78,000.00 Year 5: USD \$ 80,000.00

Summary of Service & Maintenance Agreement

☐ Base Support, Maintenance and Hosting Package ☒ Warranty, Base Support, Maintenance and Hosting Package

Consists of:

<input checked="" type="checkbox"/>	24/7/365 Support
<input checked="" type="checkbox"/>	Quarterly or Monthly Update Calls with Customer Support Manager
<input checked="" type="checkbox"/>	Software Updates
<input checked="" type="checkbox"/>	Maintenance of SMS number and 200,000 additional texts per year
<input checked="" type="checkbox"/>	Onsite support to resolve instances recorded in CNX Helpdesk Portal
<input checked="" type="checkbox"/>	Service Level Agreement
<input checked="" type="checkbox"/>	New public portal with subscription services
<input checked="" type="checkbox"/>	Support of applications – iOS and Android
<input checked="" type="checkbox"/>	One (1) yearly system inspection – preventative maintenance
<input checked="" type="checkbox"/>	One (1) yearly online training (up to 4hrs)
<input checked="" type="checkbox"/>	Full replacement of equipment which fails, not by user error or misuse

LIST OF SCHEDULES AND ANNEXURE
SCHEDULE 1 – SCOPE OF SERVICE SCHEDULE 2 – SERVICE LEVELS AND RESOLUTION TIMES SCHEDULE 3 – ASSET REGISTER SCHEDULE 4 – CRITICAL SPARES REGISTER SCHEDULE 5 - OPTIONAL EXTRA'S SCHEDULE 6 – BUS BUILDS FOR OPTIONAL RETROFIT BUS

Schedule 1 – Scope of Service

Connexionz Standards of Service and Support

Connexionz provides the following standards of service towards the service, support and maintenance of its software and hardware solutions to all its customers under current account with us.

Please note that the standards defined within this document may be subject to change and periodic updates.

Terms

- CNX is an abbreviation for Connexionz.
- System refers to all software aspects of the CNX solution environment.
- Incident refers to a defect, error, deficiency, or failure of the CNX hardware, software or system.
- Support is the provision of 24/7/365 access to our customers.
- Level 1 Support is the initial contact, triage and, where possible, resolution of Incidents.
- Level 2 Support is an escalation of an issue to more specialized support resources.
- Priority indicates the impact an incident may have upon the user or customer.
- Critical Hardware Spares refers to equipment and parts that are to remain on site with customers as replacements.

99.9% CNX System Uptime

- Connexionz ensures >99.9% system uptime, excluding schedule maintenance and upgrades.
- Maintenance procedures and upgrades will be scheduled to minimize disruption during customer's normal business and service hours.

Standard CNX Maintenance Services

- Connexionz provides its customers with ongoing software maintenance and periodic software updates to ensure that CNX software solutions are operational.
- Connexionz also provides its customers with ongoing maintenance to ensure fleet hardware provided by CNX remain operational.

Software Upgrades

- System upgrades will be supplied at no added cost provided the customer's maintenance and support agreement with CNX is current and balances are paid.
- System upgrades are normally provided once a year to repair any identified software or system "bugs" and to deliver additional features and services to our customers.

CNX Service Desk – First Line Support

Connexionz will provide several ways to report Incidents, including:

- answers to customer questions concerning the use of the CNX software or system,
- assistance in solving problems encountered in the use of the CNX software or system, and
- a system for the reporting and logging of Incidents.

CNX Service Desk portal is a system for logging, tracking and reporting of all Incidents, irrespective of communication method of the Incident.

- A CNX Service Desk portal is used to log all incidents and requests, add new users, and for general queries.
- Web access to the CNX Service Desk: <https://connexionz.atlassian.net/servicedesk/customer/portals>
- Telephone Access: +1 (661) 451 1005 extn: 2
- Email: help@connexionz.com

Incidents sent to the CNX Service Desk will be logged by CNX support staff. Customers contacting the CNX Service Desk will be asked to:

- review and determine collectively with the CNX representative the priority level of the Incident, and
- provide accurate details of system conditions relating to the Incident, including error messages.

Vehicles & Signage included under this agreement

This agreement covers hardware and software services related to a fleet of up to 47 total fleet vehicles. If SLO-RTA increases their fleet beyond 47 vehicles, a per vehicle maintenance/support increase of \$1,500 per year per vehicle with an annual increase of 2% after each annual term will be needed.

Schedule 2 - Service Levels and Resolution Times

Incident Types and Priority Levels

Priority	Incident Type	Description of Incident
1	CNX TransitManager	Connection to hosted solution is completely unavailable. Complete system is unreachable by Customer's users
	CNX API's	CNX Web Portal and/or CNX Mobile App is unreachable by users
	CNX Onboard Hardware / Software	Failure of Onboard Hardware / Software impacting 10% or more of the fleet
	CNX Wayside Hardware / Software	Failure of Wayside Hardware / Software impacting 10% or more of the Wayside fleet
2	CNX TransitManager	Hosted solution is unavailable. Major or partial system failure causing malfunction and impacting Customer's users.
	CNX API's	CNX Web Portal and/or CNX Mobile App is unreachable or does not render the map and/or routes.
	CNX Onboard Hardware / Software	Failure of CNX Onboard Hardware / Software impacting between 5% and 10% of the vehicle not functioning
	CNX Wayside Hardware / Software	Failure of CNX Wayside Hardware / Software impacting between 5% and 10% of the wayside fleet not functioning.
3	CNX TransitManager	Limited number of Customer users or non-critical functions affecting the system.
	CNX API's	Limited functions within the CNX Web Portal and/or CNX Mobile App is not available.
	CNX Onboard Hardware / Software	Limited failure of CNX Hardware / Software impacting - Less than 5% of the vehicle fleet unavailable or experiencing issues.
	CNX Wayside Hardware / Software	Limited failure of CNX Wayside Hardware / Software impacting - Less than 5% of the wayside fleet unavailable or experiencing issues.
4	CNX TransitManager	Minor bugs impacting Customer's users
	CNX API's	Minor bugs impacting CNZ Web Portal and/or CNX Mobile App
	CNX Onboard Hardware / Software	Any functionality that does not does not impact critical business functions.
	CNX Wayside Hardware / Software	Any functionality that does not does not impact critical business functions.

Resolution of Incidents

- The CNX Service Desk staff will endeavour to resolve the Incident during the initial contact. If the Incident cannot be resolved therein, then the Incident will escalate to Priority 2 support.
- CNX will work to analyse and resolve all Priority 1 incidents quickly and will report the status of the Incident, by telephone and/or email, to customer representative(s) who reported the incident every two hours during normal business hours or by mutual agreement outside normal hours until the Incident is resolved.
- CNX support staff will work during normal business hours towards complete resolution of Priority 1 incidents, or until a workaround or solution has been identified that may require further attention by third parties.
- CNX support staff will work to analyse and resolve all Priority 2 incidents and Priority 3 incidents in accordance with resolution times set out in the Priority Schedule and will continue to work to resolve each Incident until it has been resolved to the reasonable satisfaction of customer.

Priority Schedule

The following table describes service levels for resolution of Incidents which cannot be resolved in the initial request logged with the Service Desk.

Priority	Description	Response Time	Resolution Time
4	General questions, information requests	1 Business Day	Within mutually agreed timeframes
3	Temporary workaround available. Minimal impact on operations	1 Business Day	Less than 5 Business Days
2	Operations somewhat impacted. Issue affecting only 1 user	Less than 1 Business Day	Less than 2 Business Days
1	Operations interrupted or halted. Critical deadlines threatened	Less than 1 hour	ASAP – may require new workaround or 3 rd party resolution

Incident Reporting

- Monthly Incident Reports will be issued that clearly present the status of CNX system performance and detail any issues related to support of each logged incident. These reports will also highlight any relevant risks or issues to the solution (including critical spare parts) and identify possible changes that may be required to CNX hardware, software, or services.
- Corrective Action Reports are to be issued regarding all Priority 1 incidents within ten working days of the incident's resolution.

Critical Hardware Spares

- Critical hardware spares will be used as required to address hardware malfunctions and issues so vehicles may be returned to service ASAP.
- Critical hardware spares will be delivered to and become the responsibility of the customer. They are to be stored in a convenient secure location accessible by designated CNX personnel.
- Utilization of critical hardware spares by CNX will be communicated to customers via the related incident in the service ticketing system. Replacements will be delivered as soon as practicable so the agreed quantity levels can be maintained for the duration of the working agreement or contract between CNX and its customers.

Limitations and Exceptions to Standard Services and Support

- Connexionz will service and support its hardware and software systems and resolve incidents that result from normal transit operations. However, incidents attributed to vandalism, misuse, gross negligence, and/or acts of nature will not be considered as covered by Connexionz Standards of Service and Support.

- Connexionz reserves the right to claim related reimbursements for resolution of incidents determined to be caused by customer or a third party not managed by Connexionz.
- CNX support resource hours to resolve incidents not covered by Connexionz Standards of Service and Support will be billed according to the current CNX Services Rate Card.

Schedule 3 – Asset Register

CNX TransitManager

- ☒ CNX Dispatch
- ☒ CNX Route Planner
- ☒ CNX Analysis
- ☒ CNX Base Station Modem
- ☒ CNX Repeater

CNX Real-time

- ☒ CNX Web Portal
- ☒ CNX Mobile App
- ☒ CNX SMS

CNX Onboard Hardware

- ☒ CNX Medius
- ☒ MDT (on trolley)
- ☒ Cellular Router
- ☒ Internal Audio Announcements Integration
- ☒ Internal Visual Displays (LED) Integration
- ☒ Stop Requests
- ☒ Multimedia Displays (LCD)
- ☒ Automatic Passenger Counter Integration
- ☐ CCTV Systems
- ☒ Emergency Alarm

Hardware Software / Integration

- ☒ CNX Media Playlist
- ☒ CNX Vehicle Diagnostics
- ☐ VoIP
- ☐ Traffic Signal Priority
- ☒ Farebox Integration
- ☒ Headsign Integration

CNX Wayside Hardware

- ☐ BusFinder 1
- ☒ BusFinder 2
- ☐ BusFinder Cloud
- ☒ LED Driver/Signage

Will provide updated inventory on request*

Onboard Hardware

Vehicle No.	Comms ID	Medius S/N	MDT	Cellular Router S/N	Monitor	Next Stop Announcement Y/N	APC Front - Y/N UTA	Vehicle Diagnostics Integration
167	3224	44996940283		MM140489800062	4821500097	Via monitor	Y	Y
168	3216	44996940299		MM140489800069	4821500104	Via monitor	Y	Y
204	3233	44996940295		MM140551800210	4821500037	Via monitor	Y	Y
725	3200	44996940236		MM140489800209	4821500094	Via monitor	Y	Y
726	3227	44996940223		MM140489800064	4821500124	Via monitor	Y	Y
727	3221	44996940255		MM130338300259	4821500078	Via monitor	Y	Y
728	3201	44996940241		MM120380501433	4821500091	Via monitor	Y	Y
1011	3208	44996940290		MM140551800207	4821500109	Via monitor	Y	Y
1012	3217	44996940282		MM140489800065	4821500063	Via monitor	Y	Y
1013	3196	44996940216	1507700573	MM140489800066	4821500017	Via monitor	Y	Y
1101	3212	44996940295		MM140489800061	4821500031	Via monitor	Y	Y
1301	3222	44996940207		MM130489700130	4821500061	Via monitor	Y	Y
1302	3215	44996940214		MM130338300058	4821500002	Via monitor	Y	Y
1303	3198	44996940213		MM130338300074	4821500081	Via monitor	Y	Y
1304	3198	44996940213		MM130338300074	4821500043	Via monitor	Y	Y
1305	3226	44996940200		MM140307200136	4821500093	Via monitor	Y	Y
1306	3190	44996940289		MM140551800166	4821500034	Via monitor	Y	Y
1307	3234	44996940204		MM140253400079	4821500004	Via monitor	Y	Y
1308	3236	44996940288		MM140551800018	4821500016	Via monitor	Y	Y
1309	3195	44996940294		MM140551800169	4821500011	Via monitor	Y	Y
1310	3235	44996940210		MM140551800014	4821500066	Via monitor	Y	Y
1501	3231	44996940212		MM140551800205	4821500065	Via monitor	Y	Y
1502	3228	44996940293		MM140551800167	4821500110	Via monitor	Y	Y
1503	3209	44996940215		MM140307200140	4821500015	Via monitor	Y	Y

Vehicle No.	Comms ID	Medius S/N	MDT	Cellular Router S/N	Monitor	Next Stop Announcement Y/N	APC Front - Y/N UTA	Vehicle Diagnostics Integration
1504	3230	44996940287		MM140551800162	4821500006	Via monitor	Y	Y
1505	3232	44996940268		MM140349500173	4821500048	Via monitor	Y	Y
1506	3209	44996940275		MM140253400071	4821500049	Via monitor	Y	Y
1507	3225	44996940203		MM140551800224	4821500029	Via monitor	Y	Y
1508	3232	44996940268		MM140551800164	4821500013	Via monitor	Y	Y
1509	3213	44996940209		MM140551800012	4821500056	Via monitor	Y	Y
1510	3210	44996940235		MM150019100264	4821500058	Via monitor	Y	Y
1512	3202	44996940231		MM150019100268	4821500108	Via monitor	Y	Y
1707 – trolley bus	3207	44996940243	150700568	MM140253400008	Too difficult to obtain	Via monitor	Y	Y
1801	3387	5001001210		MM180005900497	5293500030	Via monitor	Y	Y
1802	3389	5001001213		MM180005900493	5293500037	Via monitor	Y	Y
1803	3388	5001001212		MM180005900491	5293500041	Via monitor	Y	Y
1910	3390	5001001169		MM190006400589	5753500036	Via monitor	Y	Y
1911	3391	5001001271		MM190006400588	*	Via monitor	Y	Y
1912	3392	5001001018		MM190006400590	*	Via monitor	Y	Y

BusFinder2

	platform_no	platform_name	road_name	lat	long
CNZ BusFinder2	3501-SLO	Osos St & Palm St	Osos St	35.28266	-120.662032
CNZ BusFinder2	3542-SLO	Santa Rosa & Foothill	Nth Santa Rosa St	35.295596	-120.668936
CNZ BusFinder2	3547-SLO	Cuesta College	Chorro Valley Rd	35.327184	-120.740882
CNZ BusFinder2	3692-SLO	Higuera & Suburban	Sth Higuera St	35.244527	-120.675266

LED

	platform_no	platform_name	road_name	lat	long
DataDisplay (4x21) CCM300	3735-SLO	California Men's Colony	Colony Dr	35.323142	-120.695011
Sunrise (4x25) Wired	3547-SLO	Cuesta College	Chorro Valley Rd	35.327184	-120.740882
Sunrise (4x25) Wired	3781-SLO	Pismo Beach Premium Outlets	Five Cities Dr	35.136274	-120.626463
Sunrise (4x25) Wired	3783-SLO	Ramona Garden Park	Ramona Ave	35.122622	-120.620011
Sunrise (4x25) Wired	3534-SLO	North County Transportation Center	Velta Cir	35.6225	-120.688292
Sunrise (4x25) Wired	3501-SLO	Osos St & Palm St	Osos St	35.28266	-120.662032
Sunrise (4x25) Wired	3501-SLO	Osos St & Palm St	Osos St	35.28266	-120.662032

Schedule 4 – Critical Spares Register

Service Item Asset No:	Service Item Serial No	Service Item Description
1	MM150127404131 - 5	5 Cradle point
2		5 LCD screens
3	44996940216, 249, 265, 274, 292,	5 Medius
4		4 APC Control Unit
5		3 Beam sensors
6		8 reflector
7		
8		

Schedule 5 – Optional Extra's

Optional – New Hardware, Services

Includes: GPS, AVA, Multimedia, APC, LED Signage, installation, full term warranty					
	2021	2022	2023	2024	2025
Bus Type (See schedule 7 for BOM)					
1 door (1 screen)	15,000.00	15,200.00	15,400.00	15,700.00	16,000.00
2 door (1 screens)	20,500.00	20,700.00	20,900.00	21,200.00	21,500.00
2 door (2 screens)	24,900.00	25,000.00	25,900.00	26,200.00	26,500.00
Trolley (with MDT)	16,800.00	17,136.00	17,478.00	17,828.00	23,500.00
BusFinders					
BusFinder 3 (Cellular w. solar)	4,000.00				
BusFinder Cloud + Data	\$35/month/device				

Note:

1. Price is noted in USD\$
2. Over 47 fleet vehicle an additional charge of \$1,800 per vehicle per year.

All optional items are paid "on delivery"

Resources & Additional Charges

This is for work outside of the scope of the support, maintenance, and warranty.

Connexionz Support resource hours to resolve Incidents are included under this agreement. Rates for services (additional charges) outside of the agreement are as follows:

CONSULTANT	RATE (exclusive of taxes)	HOURS
Development	Hourly Rate - \$180 Weekly Rate - \$5,000 Normal working hours	40hr week Monday to Friday between 7:00am and 6:00pm
IT Engineer Support	Hourly Rate - \$150 Weekly Rate - \$5,000 Normal Working Hours Out of Hrs Call out Fee - \$500	Per hour 40hr week 6:00am and 6:00pm Outside normal hours (US public holidays will be regarded as outside normal hours)
Field Technician	Hourly Rate – \$165	Per hour
	Weekly Rate - \$5,500	40hr week
	Normal working hours	6:00am and 6:00pm
	Out of Hrs Call out fee - \$500	Outside normal hours (US public holidays will be regarded as outside normal hours)
Contractor	Quoted price	

Incidental equipment hired to comply with Health & Safety requirements shall be subject to an additional charge.

Call-out rates are not binding on projects that are scoped as separate agreements or offers.

Rates quoted are exclusive of federal taxes, shipping, and handling.

Schedule 7 – Bus builds for optional retrofit bus

Item	Description
Medius Configuration	
002132	Medius G2, Multimedia, WiFi, TTS
Medius Power Option	
001164	Medius INPUT Power Pigtail 300mm
External Cellular Router	
001097	Cradlepoint - IBR650B
External Router Power	
001759	Medius OUTPUT Power 12V for Router (Cradlepoint/Pepwave), 50cm
Antennas	
001925	Tracker Antenna - ANT 829MHZ/1.59GHZ DOME PANEL, Cable - 10ft (3m)
001103	GPS Cover Dome
Antenna Extensions & Adapters	
002061	SMA/Female to SMA/Male Extension Cable, 6ft
Network Cables	
002145	Ethernet Patch Lead, 1ft
MDT Option	
001807	8 Inch Rugged MDT Android 9.0 with High Brightness
MDT Power	
002074	MDT Power - Medius 5V, 20ft
Headsign Integration	
001365	OEM J1708 Multi-Vendor Headsign Cable, DB9 , 16.5ft
Farebox Integration	
001169	J1708 Farebox Cable, 25ft
Vehicle Diagnostics	
001362	Vehicle Diagnostic J1939 (3-pin), 4.5ft
Audio Option	
001166	Speaker Pigtail, 1ft
002174	G2 Mic Audio In Screened (Pigtail), 13ft
Discrete Inputs	
001181	General Purpose INPUT Pigtail 250mm
001181	General Purpose INPUT Pigtail 250mm
Multimedia Monitors	
001152	REI 23 Inch LCD Slimline Monitor 12/24V
Monitor Mounts	
001153	REI 23 Inch Surface Mount Kit
Monitor Power	
002033	REI LCD Front Power Pigtail, 12ft
HDMI Cables	
001158	Select Metallic High Speed 4K HDMI Cable 10ft
Passenger Count Integration	
001360	OEM J1708 APC UTA 5ft
Passenger Count System	
	Single or Dual Door APC System - UTA/Hella

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: A-7

TOPIC: Suspend Summer Youth Ride Free Program in 2021

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve Not Participating in Summer Youth Ride Free Program for 2021

BACKGROUND/DISCUSSION:

Direction is needed from the Board on whether or not to continue the RTA's participation in the countywide Summer Youth Ride Free (Summer YRF) program. Due to the COVID-19 pandemic, none of the transit agencies in SLO County participated in this annual program.

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

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

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

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

YOUTH RIDE FREE RIDERSHIP								
	2012	2013	2014	2015	2016	2017	2018	2019
Morro Bay Transit	819	1,147	842	916	996	673	518	471
Paso Express	-	10,517	6,725	4,983	Included w/ RTA	Included w/ RTA	Included w/ RTA	Included w/ RTA
RTA	30,820	39,058	25,835	27,467	24,374	20,779	20,017	18,049
SLO Transit	14,021	14,898	13,668	14,991	10,448	11,260	11,192	7,606
South County Transit	19,657	20,051	10,285	10,814	8,726	9,427	6,791	5,154
Total Ridership	64,498	87,684	59,369	60,267	43,548	42,139	38,518	30,809

Disadvantages include:

1. The RTA continues to follow the CDC mandates and is adhering to the six-foot physical distancing guidelines. This means that capacity is severely limited on all RTA vehicles. For example, a 40-foot bus can now only carry a maximum of 10-15 passengers in order to provide adequate space between riders.
2. Summer YRF encourages youth to use transit during a time that we are asking that space be saved for riders that need the service the most.

While the RTA does not want to over-burden our system by promoting Summer YRF, any youth that chooses to ride the bus can do so affordably as we continue to charge the discounted rates of 50¢ for regular riders and 25¢ for discount (seniors, disabled and youth) riders. We will continue to use these interim cash fare rates until pass sales outlets reopen throughout the county.

Staff Recommendation

Approve not participating in Summer Youth Ride Free program for 2021.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: A-8

TOPIC: County Auditor/Controller Services

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Approve Agreement for County Auditor/Controller Services

BACKGROUND/DISCUSSION:

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

Staff Recommendation

Approve the attached service agreement with the County of San Luis Obispo Auditor – Controller, Treasurer – Tax Collector for services during fiscal year 2021-2022 for \$6,023, and authorize the RTA Board President and Executive Director execute the agreement.

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COUNTY OF SAN LUIS OBISPO

AUDITOR - CONTROLLER • TREASURER - TAX COLLECTOR

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

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

April 1, 2021

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

We are pleased to confirm our understanding of the terms and costs of our services under this agreement for the 2021-2022 fiscal year.

Scope of Services

We will provide the following services:

1. **General Accounting** - includes use of the County's centralized accounting system and recording of financial system entries submitted by the agency. Transactions will be reviewed for authorization by appropriate agency personnel prior to processing. In addition, access to the accounting system's financial reports will be available to the agency as needed.
2. **Accounts Payable** - includes processing payment claims by warrant or ACH. Claims will be reviewed to validate two authorized agency signers have approved the payment prior to processing, recording, and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditure is not part of this service agreement.
3. **Accounting Support** - includes recording your Agency's budget, ensuring expenditures do not exceed authorized budget, responding to routine inquiries, working with external auditors, and replying to bank confirmations.
4. **Term** - Our services and responsibility end on June 30, 2022.

Our Responsibilities

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

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

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

Your Responsibilities

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

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

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

Annual Cost and Billing

The annual cost for the services identified above is \$6,023. Your agency will be billed by journal entry during the first quarter of the fiscal year for the entire annual costs. A copy of the journal entry will be provided to your agency.

Agreement

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

Sincerely,

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

Authorized Signature Director _____ Date _____

Authorized Signature Board Chair _____ Date _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: A-9

TOPIC: Vehicle Procurement for Service Truck and Vehicle Surplus/Disposal

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Executive Director to Procure one (1) Service Truck at a Cost Not to Exceed \$35,000, Declare Vehicle Surplus and Authorize the Executive Director to Dispose of Vehicle

BACKGROUND/DISCUSSION:

The RTA has identified funding to purchase one (1) replacement support service truck for the RTA Facilities and Fleet Maintenance division. This service truck will be funded with \$35,000 in State Transit Assistance (STA) reserves.

The RTA has available options for vehicle procurement through the 2020 State of California Department of General Services (DGS) contract (#1-18-23-20A CLIN10), which provides competitive pricing and State compliant purchasing solutions to select the vehicle-types that best meet the needs of our transit operations.

The new service truck will replace a 2002 Dodge Ram 2500 truck that has met and exceeded its service life in both years and mileage.

Veh ID#	Year	Make/Model	VIN#	Mileage
504	2002	Dodge Ram 2500	3B6KC26Z92M250794	183,676

The previous vehicle purchase was not funded with Federal Transit Authority (FTA) funds, so there is no need for FTA authorization to dispose of this vehicle. Staff has determined that the RTA currently has no practical, efficient or appropriate use for the vehicle, nor will it have such a use for it in the near future. Staff recommends that this vehicle be sold through our contract with Ken Porter Auctions, or be salvaged if the auction company refuses to accept it.

Staff Recommendation

In order to expedite the purchasing process, staff requests the Board's concurrence to authorize the Executive Director to issue a purchase order to Downtown Ford Sales for the procurement of one (1) 2021 Ford F150 service truck at a cost not to exceed

\$35,000 and declare the vehicle listed above as surplus, and dispose of through auction or salvage.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: A-10

TOPIC: Paso Robles AHSC Grant Application Support Letter

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Executive Director to Submit Support Letter

BACKGROUND/DISCUSSION:

The City of Paso Robles is contemplating submittal of an application to the California Department of Housing and Community Development (HCD) for an Affordable Housing and Sustainable Communities (AHSC) program grant. This project would be located along the Niblick Road corridor, which is served by the City's Paso Express Routes A & B fixed-route services that are operated under consolidation by the RTA. For the past several weeks, RTA staff has been meeting virtually with the City and other interested parties to support an application that might include transit enhancements in the project's vicinity.

The AHSC program is administered by the Strategic Growth Council and implemented by the HCD to fund land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas ("GHG") emissions. Funding for the AHSC Program is provided from the Greenhouse Gas Reduction Fund (GGRF), an account established to receive Cap-and-Trade auction proceeds. The project might include transit enhancements such as the purchase of two battery-electric buses and related recharging infrastructure, as well as possible additional operating funds to enhance Paso Express Routes A & B services and passenger amenities along the Niblick Road corridor.

As indicated in the attached draft letter, no funds would be committed by the RTA member jurisdictions to operate existing or enhanced Paso Express services, which are solely funded by the City of Paso Robles. The letter merely commits the RTA to work in earnest with the City of Paso Robles to secure any agreements necessary to facilitate deployment of the grant funds, implementation of additional services, and purchase of new vehicles and related infrastructure described in the event the project is successful in an AHSC grant award.

Staff Recommendation

Authorize the Executive Director to finalize and submit the AHSC agreement letter to AHSC officials.

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May 5, 2021

Kate Gordon
Chair, Strategic Growth Council
1400 Tenth Street
Sacramento, CA

RE: **City of Paso Robles AHSC Application**

Dear Ms. Gordon,

The San Luis Obispo Regional Transit Authority understands that the City of Paso Robles and (****list other applicants here****) are applying for grant funding through Round 6 of the State's Affordable Housing and Sustainable Communities (AHSC) program. Included within the application is a request for funding additional local Paso Express fixed-route services to be provided by, and two new Battery-Electric Buses and related infrastructure to be provided to, the RTA. Under the AHSC grant proposal, neither the RTA nor any of its member jurisdictions are formal applicants or required to provide local funding commitments.

Should the City's application for AHSC funding be successful, the RTA agrees to work in earnest with awarded applicants to secure any agreements necessary to facilitate deployment of the grant funds, implementation of additional services, and purchase of new vehicles and related infrastructure described in the application .

Sincerely,

Geoff Straw
Executive Director

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MAY 5, 2021
STAFF REPORT**

AGENDA ITEM: A-11

TOPIC: FTA Section 5311 FFY21 Coronavirus Relief and Response Supplemental Appropriations Act (CRRSAA) Funds

ACTION: Approve Resolution

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

STAFF RECOMMENDATION: Adopt Resolution Authorizing Executive Director to Submit Application for 5311 CRRSAA Funds

BACKGROUND/DISCUSSION:

On March 22, 2021, the State of California Department of Transportation Division of Rail and Mass Transportation (DRMT) announced the Call for Projects for the *Coronavirus Relief and Response Supplemental Appropriations Act* (CRRSAA) funds. The CRRSAA was signed into law by former President Trump on December 27, 2020. Applications are due to the DRMT by April 30, 2021.

The Federal Transit Administration (FTA) Section 5311 CRRSAA apportionment for the San Luis Obispo region is \$1,549,904. CRRSAA funds are available for reimbursement of all operating expenses occurring after January 20, 2020 at 100% federal share, as well as any capital projects that have resulted in a response to the economic or other conditions caused by COVID-19.

Although not included this requested Board action, an additional \$30.5 billion was authorized by President Biden on March 11, 2021 as part of the federal *American Rescue Plan Act of 2021* (ARP) to support the nation's public transportation systems as they continue to respond to the COVID-19 pandemic. ARP funding will be disbursed through FTA apportionments to its Urbanized Areas and Rural Formulas. Staff will return to Board for ARP funding recommendations following its Call for Projects.

The San Luis Obispo Council of Governments (SLOCOG), serving as the region's Metropolitan Planning Organization (MPO), continues to work with eligible rural transit agencies in the county to develop a program of projects and allocate funding from the regional CRRSAA and future ARP apportionments.

The CRRSAA grant application must include a resolution approved by the RTA Board authorizing submittal of the grant application. Once approved, the attached resolution will become part of the grant application submitted to Caltrans for the FTA Section 5311 CRRSAA funding for FY21 and FY22.

Staff Recommendation

Approve the attached resolution authorizing the Executive Director to submit a grant application for the FTA Section 5311 CRRSAA funds as apportioned by the State of California Department of Transportation DRMT in the amount not to exceed the San Luis Obispo regional apportionment of \$1,549,904 for the continued operations of rural routes and the purchase of various materials, supplies and equipment as eligible under the CRRSAA.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 21-_____

RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE (FTA) FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) FORMULA GRANTS FOR RURAL AREAS, CORONAVIRUS RELIEF AND RESPONSE SUPPLEMENTAL APPROPRIATIONS ACT (CRRSAA) FUNDS.

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 CRRSAA of the Federal Transit Act (FTA C 9040.1F); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 CRRSAA grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the San Luis Obispo Regional Transit Authority desires to apply for said CRRSAA financial assistance to permit operation of rural transit services in San Luis Obispo County; and

WHEREAS, the San Luis Obispo Regional Transit Authority has, to the maximum extent feasible, coordinated with the regions' Metropolitan Planning Organization (SLOCOG) and other transportation providers and users in the region (including social service agencies) to develop a program of projects eligible for this funding.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the San Luis Obispo Regional Transit Authority does hereby authorize the Executive Director, to file and execute CRRSAA grant applications on behalf of San Luis Obispo Regional Transit Authority with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 CRRSAA program of the Federal Transit Act (FTA C 9040.1F), as amended.

That the Executive Director or designee is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department; and

That the Executive Director or designee is authorized to execute and file such applications, assurances or any other documents for the purpose of complying with Title VI of the Civil Rights Act of 1964 required by the Department in connection with the application for the Section 5311 CRRSAA projects; and

That Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 CRRSAA project(s).

On a motion of Delegate _____, seconded by Delegate _____, and on the following roll call, to wit: the foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 5th day of May 2021.

AYES:

NOES:

ABSENT:

ABSTAINING:

Fred Strong
RTA Board President

ATTEST:

Geoff Straw
RTA Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita Neal
County Counsel

By: _____
Nina Negranti
RTA Counsel

Dated: _____
(Original signature in BLUE ink)

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Diversity, Equity & Inclusion Review

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Accept at Information

BACKGROUND/DISCUSSION:

The RTA Board authorized staff to procure consulting services to conduct a diversity, equity and inclusion (DEI) review at its September 2, 2020 meeting. A contract was subsequently negotiated with CPS HR for \$7,200. The purpose of the DEI study effort is to ensure that the RTA is actively embracing an employee engagement strategy for the express purpose of creating meaningful connections among employees to promote diversity, inclusion and equity. The success of this engagement strategy depends, in large part, on how effective we are in having difficult and fearless conversations around race, equity, opportunity and social justice and putting into place practices that DEI.

The attached report provides a details of the review and the methods used to assess the RTA, as well as several recommendations that the RTA should consider that will help us become a better high performing organization by promoting a continuous conversation that over time continues to bolster DEI. Below is a summary of the findings and recommendations:

1. **Finding:** EEO/DEI Policies and Procedures meet state and federal law, but no DEI goals and objectives are distinctly expressed.
Recommendation: The RTA Board of Directors should facilitate conversations on DEI to develop an organizational philosophy on its commitment to create a welcoming and inclusive high-performing transit organization.
Recommendation: The RTA's commitment to DEI should be reflected in measurable goals and objectives. As noted in the original work scope with CPS HR, this commitment could be included in the planned update the Strategic Business Plan.
Recommendation: Once the RTA has established DEI objectives and benchmarks, then it should regularly assess and review its progress on meeting its DEI objectives consistent with its existing institutional effectiveness processes.
2. **Finding:** The organizational culture of family has both positive impressions and limitations regarding consistently enforcing issues related to shift scheduling, clocking in, leaves, and promotional opportunities.

Recommendation: The RTA should develop its employee engagement capacity to capitalize on its internal resources and human capital to support efforts to maximize recruitment efforts to underrepresented employees, particularly women, POC and millennial candidates for employment.

3. **Finding:** Opportunities for recruitment, career growth and better utilizing untapped resources – particularly by female, millennial and persons of color employees/candidates – could be better and more collaboratively communicated.

Recommendation: The RTA should enhance its internal learning and education offerings to create expanded learning opportunities for DEI.

4. **Finding:** The role and responsibilities of the Human Resources Officer can be enhanced relating to training and development, EEO compliance and DEI matters.

Recommendation: The RTA should clarify the role of HR, particularly the positions of HR Officer and Deputy Director/CFO in matters of training and development and DEI/EEO compliance. Furthermore, the RTA should formally designate a Senior Leader in the organizational who will lead the efforts for promoting diversity, equity, inclusion and belonging.

STAFF RECOMMENDATION:

Accept this as an information item.

Final Report for SLORTA Diversity, Equity and Inclusion Review and Recommendations

CPS HR Consulting (CPS HR) is a public sector leader in providing consultation, facilitation, and training on diversity, equity, and inclusion (DEI). These services assist public sector organizations assess and determine the appropriate level of DEI policies, practices, and activities to meet organizational and cultural goals. This work is especially important given today's social justice environment, which has placed a greater emphasis on creating more welcoming and inclusive workplaces.

High performing organizations in both the public and private sector are actively embracing an employee engagement strategy, which directly navigates through these “challenging waters” for the express purpose of creating meaningful connections among employees to promote diversity, inclusion, and equity. The success of this engagement strategy depends, in large part, on how effective these organizations are in having difficult and fearless conversations around race, equity, opportunity and social justice and putting into place practices that support DEI.

San Luis Obispo Regional Transit Authority (SLORTA) retained CPS HR to conduct a high-level organizational review of its diversity, equity and inclusion policies and practices. Specifically, CPS HR performed the following three-step process:

1. Review of current policies and practices that address DEI, EEO or related matters.
2. Provide recommendations for additional DEI support.
3. Assist with implementation of training and/or framework for internal support structures.

CPS HR conducted a thorough review of SLORTA's current policies and practices that address DEI, EEO or related matters. This included meeting and interviewing key stakeholders over a two-day period at the SLORTA headquarters on December 7th and 8th, 2020, and reviewing all of the relevant documents and information, including the SLORTA Employee Handbook, CBAs and SLORTA policies and procedures.

Specifically, CPS HR initially met with the Senior Leadership Team of SLORTA, which included Geoff Straw, Executive Director/CEO, Tania Arnold, Deputy Director/CFO, Andy Wyly, Manager of Maintenance and Facilities and Omar McPherson, Operations Manager. The purpose of meeting with the Senior Leadership Team was to conduct an executive level Kickoff Meeting to discuss and define the parameters of the DEI review.

The Senior Leadership Team provided CPS HR with its candid observations, perceptions and experiences regarding the challenges and opportunities for engaging employees in the organization on DEI matters.

The Senior Leadership Team specifically addressed a myriad of areas ranging from recruitment and selection to performance management to climate and culture of the organization. The Team shared their recent experiences with the leadership transition that the organization has undergone, particularly in the leadership positions currently held by McPherson and Wyly. These two management changes have positively impacted the organization, allowing for a united management team to do the necessary work of transforming the organization. This new united management team is continuing the necessary work of reestablishing consistency in the levels and quality of performance throughout the organization.

The next important tasks for this Leadership Team are to implement a more meaningful performance management system throughout the organization, successfully transition to a new facility, and continue to expand services in the region. Additionally, the Leadership Team expressed a personal and professional commitment to promoting diversity, inclusion, and equity throughout the organization. Each member shared the personal impact of the events of the Summer of 2020.

The Team would like to promote greater DEI learning and education throughout the organization in a manner that would be inclusive of all thoughts and backgrounds without alienating any groups. We discussed CPS HR's cultural intelligence approach to DEI, which has proved to be effective with other public agencies at keeping all team members engaged and connected while going through an organizational transformation process.

After meeting with the Senior Leadership Team, CPS HR conducted a series of one-on-one interviews over the course of two (2) days with various individuals within SLORTA, which included the following:

1. Mary Gardner, Marketing Manager
2. Karen Bright, SLORTA Board Member
3. Fred Strong, SLORTA Board Member
4. Kayleigh McLeod, HR Officer
5. Melissa Mudgett, Grants and Finance Manager
6. Pete Rodgers, SLOGOG Executive Director
7. Shelly Horton, Lead Operations Supervisor
8. Tracey Johnson, Bus Operator
9. Abel Sanchez, Maintenance Technician
10. Patricia Grimes, Manager of Safety and Training
11. Dianne Williams, Bus Operator
12. Gerry Martinez, Operations Supervisor

The one-on-one meetings were approximately 45 to 50 minutes in length and covered a myriad of work-related topics relating to the lived working experience of the individual within the organization. CPS HR asked questions relating to, among other things, general professional background and work experience, tenure within the organization, opportunities for advancement within the organization, lived experience regarding impressions on equity and inclusion within the organization, and opportunities for growth and expansion of DEI efforts within the organization.

Our review also included the following:

- Mission/Vision/Values
- Strategic business plan
- HR policies
- Current training opportunities
- Complaint history
- Relevant historical/demographic data about the region
- How DEI fits into the employee lifecycle, hiring, retention, development, performance, etc.
- Current outcomes in employee engagement and performance and compare/contrast with aspirational outcome goals and targets (“Expected vs. Actual” Discussion)
- Any other DEI-related information

Our approach to the analysis of information reviewed and received was holistic, looking for opportunities to operationalize organizational and cultural transformation. Rather than a “one and done” training, we are presenting recommendations to promote a continuous conversation and new way of being for the organization that over time continues to bolster DEI.

In this step we will determine if and what type of additional practices, policies, and/or activities we recommend augmenting and strengthening DEI across all organizational stakeholder groups. CPS HR compared current practices to best practices in consideration of the type of business that SLORTA conducts and the unique employee make-up and public contact.

The following is our written report of our findings and recommendations to leadership.

Findings and Recommendations

Our findings are explained below based on functional area, followed by six (6) correlating recommendations:

1. EEO/DEI Policies and Procedures

CPS HR reviewed the existing EEO policies and procedures for SLORTA. As a transit agency that receives both state and federal funds, SLORTA effectively maintains up-to-date state and federal EEO policies and procedures for nondiscrimination in employment, as well as nondiscrimination to the public which it serves.

In 2019, CPS HR previously conducted an HR audit and found that SLORTA was compliant in all matters relating to its EEO policies and procedures. SLORTA receives additional support from San Luis Obispo County in maintaining its policies and procedures.

While the organization's EEO policies and procedures accurately reflect state and federal law, there are currently no expressed distinct DEI goals and objectives for the organization.

2. Organizational Culture

CPS HR conducted interviews over a two-day period, meeting with the Senior Leadership Team, various elected Board members, various managers, and rank-and-file employees of the agency to assess their thoughts, impressions and lived experiences as to how well SLORTA addresses matters relating to DEI.

The overall impression is that SLORTA has created a culture of "family". Employees feel a general sense of "belonging" in the organization, as opposed to just "fitting in". Even when there have been instances of friction or disagreements between employees that may be related to DEI matters, the employees recognize and appreciate a sense of "family" in addressing and resolving issues.

While the use of the term "family" carries a very positive impression which supports the agency's efforts at creating a welcoming and inclusive workplace culture and atmosphere, it also creates a conflicting impression, which was expressed by several individuals during the course of the one-on-one interviews.

Specifically, a number of employees discussed the lack of a consistent standard operating procedure in addressing and resolving matters which these employees believed should be governed by a written protocol. For example, the organization has written policies and protocols for, among other things, shift scheduling, time and

attendance “clocking in” procedures, and leaves. However, a number of the employees interviewed during this process said that despite the written policies and protocols in these areas, consistent and uniform enforcement by all of the managers and supervisors is lacking.

Geoff Straw (Straw) and Tania Arnold (Arnold), the CEO and CFO of the agency, are generally perceived to be the surrogate “mom and dad” of the organization. Employees generally feel that if there are any issues or concerns, that they can easily approach Straw and Arnold to discuss and resolve these issues. It is interesting to note that the majority of employees had a unique perspective that DEI matters, specifically matters of equity and inclusion, are personal priorities of Straw and Arnold, but not necessarily organizational priorities of the agency.

The growth opportunity presented in this observation is that the agency can do more to communicate both internally and externally that DEI matters are organizational imperatives of the agency, not just a personal commitment of the SLORTA Senior Leadership Team. For example, in other similarly situated public agencies with whom CPS HR is partnering on DEI efforts, the elected and appointed leadership teams have been very intentional about broadly communicating organizational commitment to DEI, goals, objectives, actions and activities, as well as progress internally to employees and externally to customers, vendors, suppliers and members of the general public. These organizations infuse and integrate DEI principles in every operational area and function of the organization.

Furthermore, if SLORTA accepts the recommendation below to develop and articulate DEI goals and objectives, this will create an opportunity to demonstrate to all employees that DEI matters are not just important to Geoff and Tania, but rather important to the entire organization.

CPS HR has developed an organizational strategy tool to support the agency in this recommendation, as well as other recommendations contained herein. It is attached as Exhibit A to this Report.

3. Employee Engagement

Another observation and growth opportunity that the employee interviews highlighted is that SLORTA has tremendous untapped resources among its employees, particularly its female employees, millennial employees and employees who are people of color (POC).

Several female employees who were interviewed were extremely articulate in describing the barriers for women, particularly working mothers, from obtaining carriers in transit. These female employees demonstrated a great deal of thought and creativity

in articulating solutions to this recruitment challenge. When asked if they have shared their thoughts and ideas with management, they summarily stated either that they have never been asked and/or there was a perceived resistance on the part of management to change procedures and processes.

Furthermore, when asked if given the opportunity, would they be willing to share their thoughts and ideas with management, every single employee affirmatively stated that they would welcome the opportunity. Specifically they would like to have meaningful and collaborative discussions with management on ways to increase outreach to women, millennials and POC to increase the diversity of recruitment pools for employees, particularly for drivers and mechanics.

4. Organizational Design – Role of HR in Training and Development

Another observation which became clear during the employee interviews is that there is an opportunity to strengthen and clarify the roles and responsibilities of the HR Officer position as it relates to training and development, EEO compliance and DEI matters.

Currently, there are multiple people within the organization which address issues of training and development and EEO compliance. CPS HR recommends that the organization should revisit the articulated coordination of the training and development roles and responsibilities in the job descriptions of the HR Officer and the Chief Human Resources Officer.

In order for the organization to move forward in a thoughtful and effective manner, having the HR Officer position appropriately “recalibrated” to address these critical functions is a positive step forward.

Furthermore, on the issue of training and development, there is another growth opportunity for SLORTA to migrate from a transactional approach to a continuous learning and development approach. Rather than being stand-alone or simply compliance based, training can be more holistic and include skill building tied into organizational values and expected behaviors. Example courses are: Diversity, Equity, Inclusion and Belonging: Why It Matters, Implicit Bias, and Understanding Cultural Intelligence as opposed to harassment and discrimination prevention (AB1825).

When using a best HR practices model of learning and education, training learning objectives will be directly connected to operationalizing the objectives to the functional areas within the organization. The training will become more relevant to the employees because they will have more opportunities to implement new DEI practices into the daily operations of their respective job duties.

Based upon the foregoing, CPS HR makes the following recommendations:

Recommendations

1. SLORTA Board of Directors should facilitate conversations on DEI to develop an organizational philosophy on its commitment to create a welcoming and inclusive high-performing transit organization. (NOTE: This facilitation should be apolitical and conducted through the lens of cultural intelligence with the purpose of unifying the organization, as opposed to creating any political polarization).
2. SLORTA's DEI commitment should be appropriately reflected in measurable goals and objectives developed in concert with the Board and tied into the organization's Strategic Plan.
3. SLORTA should clarify the role of HR, particularly the positions of HR Officer and CHRO in matters of training and development and DEI/EEO compliance. Furthermore, SLORTA should formally designate a Senior Leader in the organizational who is leading the efforts for promoting diversity, equity, inclusion and belonging.
4. SLORTA should develop its employee engagement capacity to capitalize on its internal resources and human capital to support efforts to maximize recruitment efforts to underrepresented employees, particularly women, POC and millennial candidates for employment.
5. SLORTA should enhance its internal learning and education offerings to create expanded learning opportunities for DEI.
6. Once SLORTA has established DEO objectives and benchmarks, then SLORTA should regularly assess and review its progress on meeting its DEI objectives consistent with its existing institutional effectiveness processes.

Exhibit A

CPS HR has created a DEI tool that addresses DEI from an organizational strategy perspective in which every functional area of the organization, including internal and external stakeholders are considered. The tool is shown below for your reference.



SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: B-2

TOPIC: Executive Director's Report

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Accept as Information

BACKGROUND/DISCUSSION:

Update on COVID-19 Pandemic Impacts:

Since my last report on March 3, 2021, I continued to participate in SLO County Vaccination Task Force meetings (on March 10th, March 24th and April 14th). I also continue to share pertinent information with my staff through internal memoranda and with our transit agency partners. It should be noted that I alerted transit agency partners that their frontline employees became eligible for vaccination on March 15th.

The RTA worked with the SLO County Department of Public Health (DPH) to provide fare-free door-to-door vaccination transportation for County residents over the age of 75; that cohort was the first non-emergency population to be provided access to the vaccinations. This program was well received, and provided some positive press for the RTA. Once that age 75+ cohort became vaccinated and the County opened up vaccination access to other cohorts beginning on March 10th, we worked with DPH and other organizations (notably our partners at the Promotores Collaborative and at SLO Veterans Services Collaborative) to help disadvantaged community members get to/from vaccination sites via Runabout or our fixed-route services that serve the three County vaccination sites. We still provide door-to-door trips as needed for especially vulnerable persons, though the number has declined from a high of about 40 trips per week to only 4 or 5 per week as of late April.

On a personal note, I received my second vaccine on April 6th and I now feel much more comfortable about working in the RTA offices – for myself, my family and those who visit our office and so far have chosen not to be vaccinated. To date, twelve of our employees have tested positive since the pandemic began, and thankfully none appear to have experienced extreme adverse impacts or any long-lasting maladies.

The *Coronavirus Response and Relief Supplemental Appropriations Act of 2021* (CRRSAA) signed by former President Trump on December 27, 2020 included \$14 billion in supplemental appropriations allocated to support the transit industry during the COVID-19 public health emergency. However, none of the transit agencies in our county qualified for FTA Section 5307 Urbanized Area Formula program funds under

CRRSAA. However, the State of California received \$74.4 million in FTA Section 5311 Non-urbanized Area Formula program related CRRSAA funds. In late April, Caltrans announced that roughly \$1.5 million in CRRSAA 5311 funds would be made available to our county, and that item is included as Consent Agenda Item A-11.

The State of California enacted a law providing paid sick leave for employees who become sick from COVID-19, or who miss work due to side effects of the vaccine. It essentially mirrors the Federal program that technically lapsed on December 31, 2020 – but which I extended temporarily to protect our employees and to ensure a sufficient number of employees are available to help us maintain service levels. With the implementation of the State program, I rescinded the RTA program remaining hours for each employee.

Based on the success of the vaccination access program jointly developed with SLO County DPH officials, I was asked by FTA Region 9 Administrator Ray Tellis to present my findings as part of an acclaimed panel on access to vaccinations on April 15th. Although “outgunned” by transit leaders from LA Metro, SF BART, Honolulu Transit and other large agencies, I received several requests for more information from transit professionals across the United States, as well as a personal thanks from Mr. Tellis.

I mentioned at the RTA Board’s March meeting that more than 70% of our employees have received their vaccinations, and anecdotally I understand that the proportion is still increasing – including some employees who outright refused when offered early access beginning in February. While we cannot know the exact number due to privacy laws, I am pleased that most employees have chosen to be vaccinated in order to protect themselves, their families and fellow employees, as well as our customers. Our employees continue to follow CDC and TSA guidelines, including physical distancing and the use of face masks that have not proven to be a health hazard or to have caused any safety risks for our employees.

Our staff continues to closely monitor passenger loads on our buses. As mentioned in the last RTA Board meeting, we added “shadow” buses in order to increase capacity on both a morning southbound Route 9 and an afternoon northbound Route 9. No other regional core fixed-route runs are consistently demonstrating capacity challenges, and when a bus becomes full we are following the lead of other transit agencies across the country. So far, we have not denied fixed-route service to anyone complying with the face mask rule. However, with the resumption of in-class teaching, we are experiencing high ridership challenges on the local Paso Express runs at the morning and mid-morning bell times near Paso Robles High School. Strangely, we are not experiencing the same high passenger loads on the RTA regional routes serving the Arroyo Grande and Morro Bay high school campuses. We will continue to monitor those local Paso Robles fixed-routes.

Recent CDC guidance clearly suggests that the transmission of COVID-19 is much more likely through aerosolized droplets than through touching contaminated surfaces. We will continue to monitor the science on this topic to determine if our resource-

intensive on-going sanitizing efforts (on top of our already frequent cleaning efforts) that we have implemented since early in the pandemic can be scaled back. If so, we will communicate any changes with our employees and riders.

Finally, we finished installing CARES Act-funded ionizers in each fixed-route heavy-duty bus. This system “scrubs” the recirculated air to reduce the risk of airborne allergens and other microbes – including the COVID-19 virus. We are currently installing the same system in the cutaway vans used on RTA Route 15 along the North Coast, on Runabout, and on the various demand response services that we operate on behalf of SLO County. However, we are unable to install that system in the low-floor minivans – but those small vans typically only carry one person, we have already installed a curtain that completely separates the driver area from the passenger area, and it is easy to open the windows to obtain fresh air.

Operations:

The RTA currently has an uncomfortably large number of unfilled Bus Operator bids: two full-time bids, two part-time/health-benefited bids, and eight part-time bids. The next Bus Operator bid “shake-up” is scheduled for late May, with the bids starting on June 6th. I will report the results at the next Board meeting. We are incurring higher than normal overtime costs extend the hours of full-timers to help fill open bids, as well as asking part-time employees to cover shifts when possible, requiring Supervisors on occasion to fill an open shift, and asking some employees to delay time-off requests. However, this stresses the work group, and we fully understand that these patchwork solutions are not sustainable in the long-term.

Our staff has focused a lot of our efforts over the past several months on recruiting new Bus Operators. One new Bus Operator candidate (Patrocino Pepito, aka Jun) started training since the RTA Board’s last meeting, and Chris Ladue began working with the Utility crew. Four Bus Operator candidates are in the background/medical/permitting phase, and three interviews are scheduled in the first week of May.

Marketing & Service Planning:

Our marketing efforts continue to be focused on effectively communicating with our staff about the pandemic, as well as with our customers. RTA Marketing & Community Relations Manager Mary Gardner assisted me in developing four companywide memorandum regarding face masks, vaccination rollout efforts, the State’s new COVID-19 sick leave program, etc. over the past two months. Many employees have expressed their gratitude for these frequent and well-developed memos.

Ms. Gardner is also working closely with RTA Grants Manager Melissa Mudgett and RTA Maintenance & Facilities Manager Andy Wyly to implement a bus stop solar lighting improvement project using California Proposition 1B grant funds. This effort included polling evening Bus Operators and Supervisors to help identify up to 34 bus stops that are particularly dark and difficult to see waiting passengers in order to

develop a priority list as part of the procurement process. At its March 2021 meeting, the RTA Board authorized staff to solicit bids and for me to execute an agreement for an amount not to exceed \$72,000. We received three bids, and the resulting contract was awarded to Lost Coast Electric for \$70,000 for all 34 bus stops.

The RTA and its partner transit agencies (SoCo Transit, Paso Express and SLOCAT) will not operate service on July 4th or Memorial Day. Ms. Gardner is developing marketing materials to communicate these no-service days.

We worked with the City of Pismo Beach and other Avila Beach Trolley partners to implement a new “leg” to the Pismo Preserve that was slated to begin in summer 2020. Of course, this new service was suspended due to the pandemic. Unfortunately, with the current employee shortage, we are unable to initiate this new Pismo Preserve service in summer 2021. It is our hope that it can be implemented next summer.

Finance and Administration:

We are still awaiting final appropriation figures for our County as a result of the American Rescue Plan Act that was enacted on March 11th. This new legislation includes \$30.5 billion in federal funding to support the nation’s public transportation systems as we continue to respond to the COVID-19 pandemic, and it supports President Biden’s call to vaccinate the U.S. population. Initial projections are for the three urbanized areas (UZAs) in SLO County, as well as for the Santa Maria UZA, are as follows:

1. Arroyo Grande / Grover Beach UZA – \$174,160
2. El Paso de Robles / Atascadero UZA – \$818,790
3. San Luis Obispo UZA – \$1,136,827
4. Santa Maria UZA – \$1,266,629

The RTA submitted its three-year FTA Section 5307 program of projects to the City of Santa Maria on January 14, 2021 to partially fund RTA Route 10. This request was based on the same methodology we used in previous three-year submittals. For the first year (FY21-22), we submitted a request for \$424,800, which represents a 5% increase from the FY20-21 amount in our now-expiring agreement. This funding pays only the proportional 24% of total RTA Route 10 riders who board/alight in Santa Maria, but does not include any administrative costs, capital replacement costs, nor any costs associated with Runabout riders that cross county lines (the latter is estimated at \$90,780 in FY21-22). However, on April 1st, representatives from Santa Maria proposed only \$245k of their FTA Section 5307 formula funds. Obviously, this is a significant drop in Santa Maria’s participation, and the funding cut is not reflected in the budget your Board will consider under Agenda Item C-1. In short, it will likely result in service cuts on Route 10 and will require significant public participation efforts to determine the nature and extent of the cuts. If we are unable to arrive at a mutually-agreeable solution with Santa Maria officials in the coming weeks, the RTA Board may need to convene

following the June 2nd SLOCOG Board meeting to establish a Public Hearing at the normally scheduled July 7th RTA Board meeting.

The Regional Transit Advisory Committee (RTAC) was scheduled to meet on April 22, 2021, but we were unable to convene a quorum. As such, we have asked individual members to provide comments on the proposed FY21-22 budget, which we will share with the Board at your May 5th meeting.

Our unaudited operating and financial results for the first nine months of FY20-21 are presented in the tables beginning on page B-2-7. This tabular information is summarized as follows:

- RTA core fixed-route ridership totaled 215,802. In comparison, the ridership through the first month of the pandemic in FY19-20 was 488,495, which represents a decline of 55.8%.
- Runabout ridership totaled 13,099, which is a decline of 55.2% compared to last year (29,209).
- 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-2-10. 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 below budget – 65.1% through 75% of the fiscal year.
 - Administrative costs were below budget: 65.9% through 75% of the fiscal year. The greatest large-ticket deviations below budget were in Professional Development (44%), Marketing & Reproduction (39.1%) and Professional Technical Services (38.1%) – all of which are lower due to the pandemic emergency.
 - Overall Service Delivery costs are below budget at 63.7%, largely in part due to slightly reduced paid staff hours due to the lower COVID-19 service levels – despite recently elevated overtime costs as discussed above. Note how overall fuel costs remain well below budget (59.5%), even though the price per gallon has increased roughly 22% per gallon since the beginning of the calendar year. 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 2.6%, 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 \$21.63 and for Runabout it was \$145.36.

For reference, I have also included the financial and operating results in tabular format for SoCo Transit services from January 2021 through the end of March 2021.

STAFF RECOMMENDATION:

Accept this as an information item.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

	Adopted Budget FY 2020-21	February Actual	March Budget	March Actual	March Variance	Year to Date FY 2020-21	Percent of Total Budget FY 2020-21
Administration:							
Labor							
Labor - Administration Workers Comp	76,690	5,187	7,001	6,003	998	41,975	54.7%
Office Space Rental	1,674,640	111,739	149,362	128,184	21,178	935,534	55.3%
Professional Insurance	47,000	107,507	86,879	77,997	8,882	748,924	71.9%
Professional Services	508,850	58,711	43,698	-	-	29,679	63.1%
Professional Development	117,400	7,036	9,783	2,783	7,000	376,500	71.0%
Operating Expense	60,070	214	5,006	8,767	(3,761)	44,697	105.0%
Marketing and Reproduction	365,150	18,366	36,033	47,262	(11,229)	26,807	38.1%
North County Management Contract	98,560	3,942	9,163	2,853	6,310	222,308	60.9%
County Management Contract	(44,440)	(3,703)	(3,703)	(3,703)	-	(33,330)	39.1%
SCT Management Contract	(91,580)	(7,632)	(7,632)	(7,632)	-	(68,685)	75.0%
operations cost	(126,660)	(10,555)	(10,555)	(10,555)	-	(94,995)	75.0%
Total Administration	2,005,390	173,876	188,748	157,786	10,963	1,321,656	65.9%
Service Delivery:							
Labor - Operations	5,927,310	597,985	531,405	425,878	105,527	3,772,606	63.6%
Labor - Operations Workers Comp	355,290	-	-	-	-	224,356	63.1%
Labor - Maintenance	1,287,250	188,190	111,569	109,651	1,918	997,138	77.5%
Fuel	97,290	76,592	95,677	95,600	1,077	61,436	63.1%
Insurance	1,064,520	63,172	69,038	65,172	5,066	633,864	59.3%
Special Transportation (for SLOCAT and Paso)	79,340	2,176	4,028	2,136	1,893	512,632	64.6%
Alta Trolley	68,460	-	-	-	-	10,436	34.0%
Maintenance (parts, supplies, materials)	688,380	54,031	61,953	49,847	12,107	389,347	56.6%
Maintenance Contract Costs	143,200	6,103	13,152	9,238	3,914	41,344	28.9%
Total Operations	10,141,200	988,250	887,603	755,522	132,081	6,842,149	67.4%
Capital/Studies:							
Computer System Maintenance/Upgrades	46,440	18,507	1,100	1,053	47	37,786	81.4%
Miscellaneous Capital	40,200	-	-	-	-	-	-
Maintenance Equipment	6,600	-	-	-	-	34,029	84.6%
Radios	313,360	-	-	-	-	10,962	0.0%
Bus Stop Improvements/Bus Stop Solar Lighting	453,060	68,860	185,000	183,770	1,230	256,031	3.9%
COVID Related Capital Items	56,700	-	-	-	-	-	56.5%
Vehicles	631,790	-	-	-	-	-	0.0%
Support Vehicles	631,790	-	-	-	-	-	0.0%
4x4 Coaches	631,790	-	-	-	-	-	0.0%
Quarry and Dial A Ride	261,300	-	124,000	123,878	-	123,878	0.0%
Runabout Vehicles	2,441,210	87,368	310,100	308,701	1,399	932,437	129.8%
Total Capital Outlay	4,411,210	147,240	12,953	705	12,247	129,521	88.0%
Contingency	203,960	-	203,960	207,811	(3,851)	207,811	101.9%
Debt Service Reserve	24,010	-	-	-	-	-	0.0%
Loan Repayments	15,298,090	951,668	990,000	960,910	29,090	7,035,802	46.0%
Elks Lane Project	262,680	21,890	21,890	21,890	-	197,010	75.0%
Management Contracts	30,826,780	2,223,052	2,595,253	2,413,324	181,929	16,473,386	53.4%
TOTAL FUNDING USES	13,063,470	1,184,016	1,295,153	1,143,713	151,440	8,365,147	65.1%
TOTAL NON-CAPITAL EXPENDITURES							

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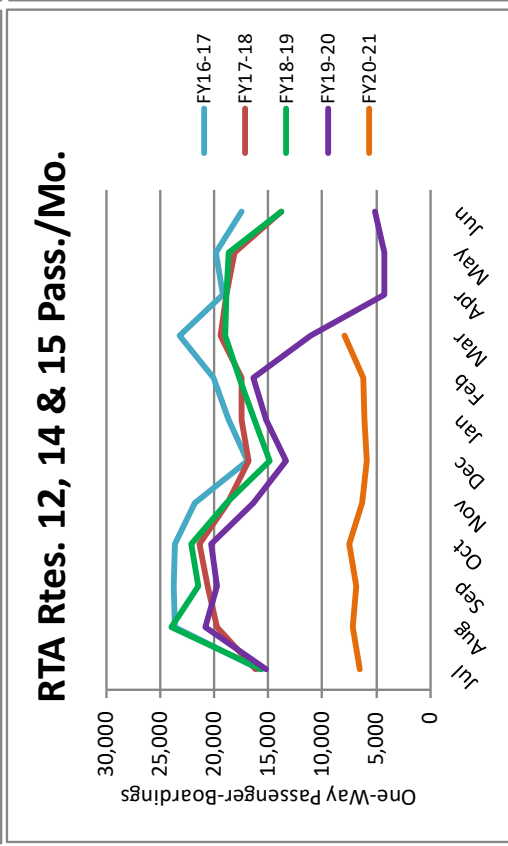
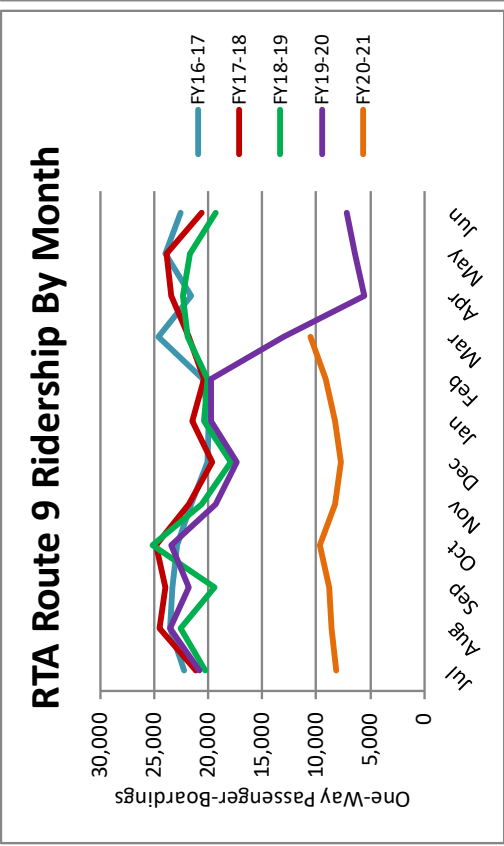
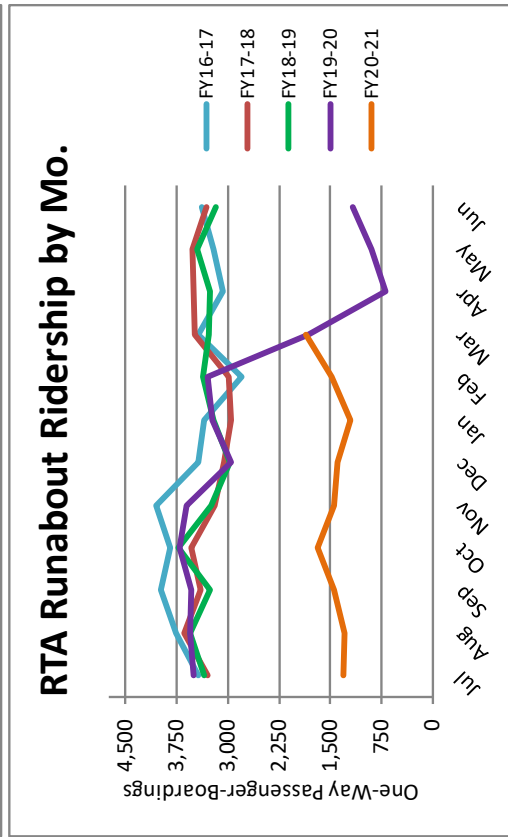
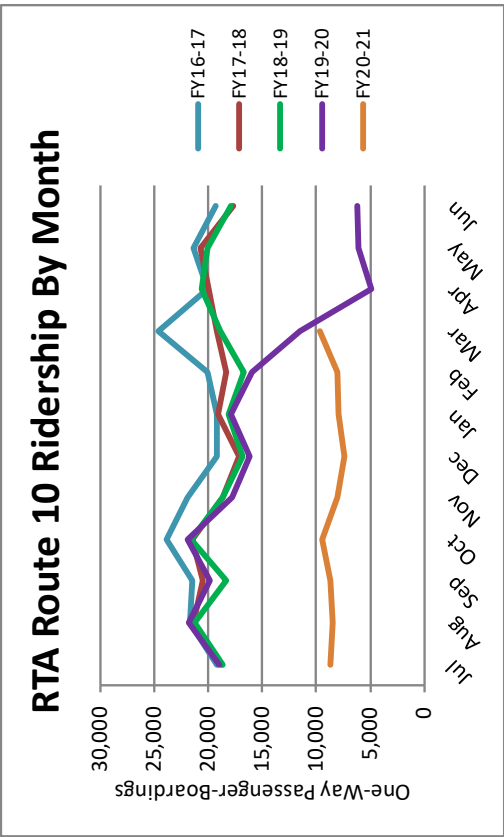
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU MARCH 31, 2021
CURRENT FISCAL YEAR - 2020/2021**

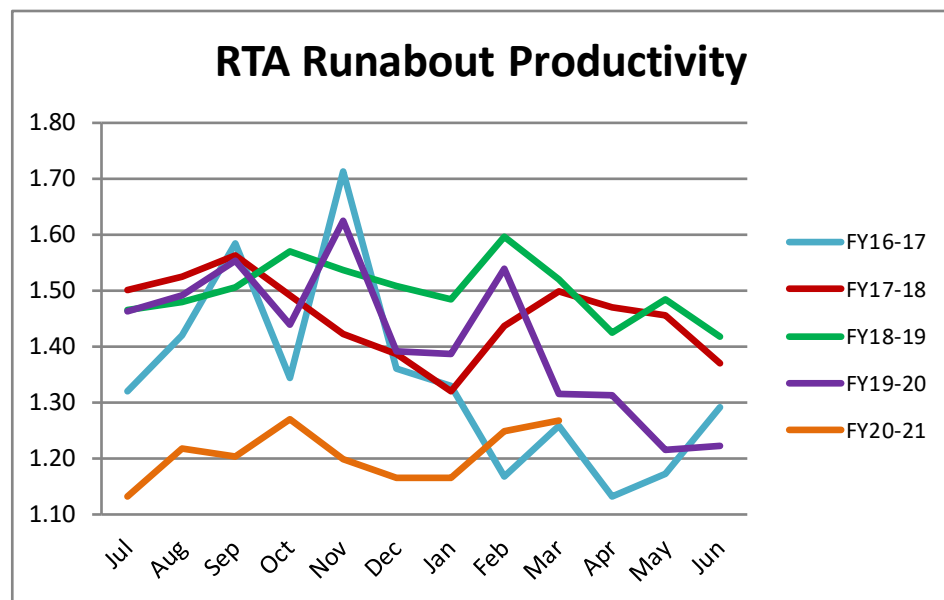
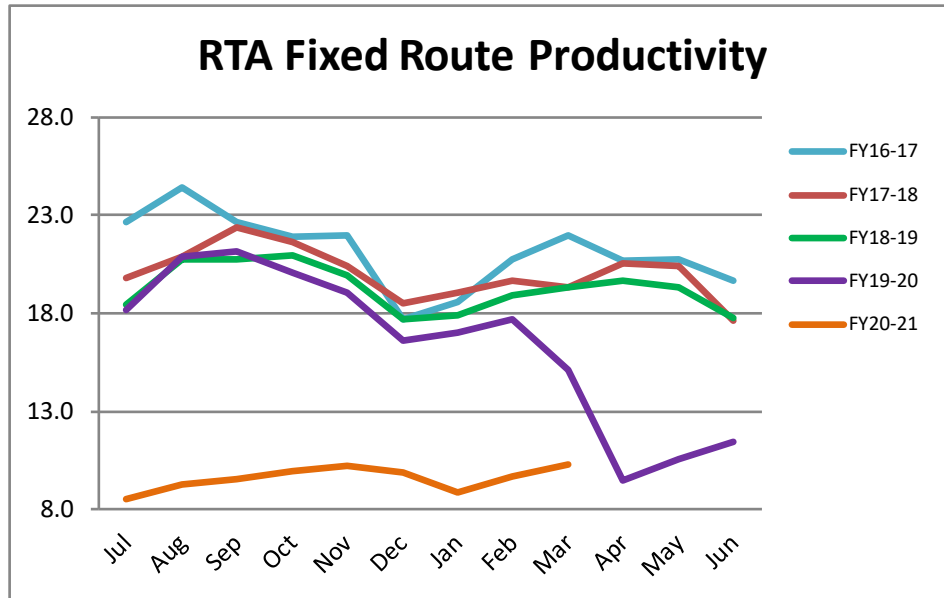
	RT 9 P.R., TEMP., ATAS, S.M., CAL POLY, S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE	SOUTH COUNTY TRANSIT	AVILA TROLLEY	RUNABOUT	SYSTEM TOTAL
REVENUES:												
FARES	\$ 39,817	\$ 46,877	\$ 36,155	\$ -	\$ 3,691	\$ 126,540	\$ 48,053	\$ 3,505	\$ 10,060	\$ -	\$ 45,515	\$ 233,673
TOTAL ROUTE REVENUES	\$ 39,817	\$ 46,877	\$ 36,155	\$ -	\$ 3,691	\$ 126,540	\$ 48,053	\$ 3,505	\$ 10,060	\$ -	\$ 45,515	\$ 233,673
EXPENDITURES:												
ADMINISTRATION	\$ 337,980	\$ 284,322	\$ 198,408	\$ 3,172	\$ 86,100	\$ 909,981	\$ 28,402	\$ 4,901	\$ 33,293	\$ -	\$ 438,281	\$ 1,414,858
MARKETING	14,126	11,930	8,334	132	3,666	38,187	-	-	150	-	-	38,337
OPERATIONS/CONTINGENCY	1,111,246	957,659	656,343	10,793	292,269	3,028,311	536,334	94,432	386,084	-	1,340,689	5,385,850
FUEL	153,469	160,970	95,367	1,857	49,443	461,106	30,117	3,325	37,190	-	87,815	619,552
INSURANCE	118,484	124,284	73,618	1,437	36,294	356,117	35,673	3,398	27,997	-	82,816	506,001
TOTAL EXPENDITURES	\$ 1,735,304	\$ 1,539,164	\$ 1,032,071	\$ 17,392	\$ 469,772	\$ 4,793,702	\$ 630,526	\$ 106,056	\$ 484,713	\$ -	\$ 1,949,600	\$ 7,964,598
FAREBOX RATIO	2.3%	3.0%	3.5%	0.0%	0.8%	2.6%	7.6%	3.3%	2.1%	#DIV/0!	2.3%	2.9%
SERVICE MILES	217,461.8	228,048.7	135,090.7	2,625.9	69,972.6	653,199.7	65,004.8	6,209.0	52,591.4	-	151,560.0	928,565.0
SERVICE HOURS	8,377.3	7,049.8	4,916.7	78.9	2,132.9	22,555.5	4,555.9	782.6	3,319.0	-	10,811.6	42,034.6
RIDERSHIP (Automatic Counters)	79,059	76,355	49,026	2,045	9,317	215,802	43,862	1,294	30,615	0	13,099	304,672
RIDERS PER MILE	0.36	0.33	0.36	0.78	0.13	0.33	0.67	0.21	0.58	#DIV/0!	0.09	0.33
RIDERS PER HOUR	9.4	10.8	10.0	25.9	4.4	9.6	9.6	1.6	9.2	#DIV/0!	1.2	7.2
COST PER PASSENGER	\$ 21.95	\$ 20.16	\$ 21.05	\$ 8.50	\$ 50.42	\$ 22.21	\$ 14.38	\$ 81.96	\$ 15.83	#DIV/0!	\$ 148.84	\$ 26.14
SUBSIDY PER PASSENGER	\$ 21.45	\$ 19.54	\$ 20.31	\$ 8.50	\$ 50.02	\$ 21.63	\$ 13.28	\$ 79.25	\$ 15.50	#DIV/0!	\$ 145.36	\$ 25.37

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

	RT 21 Saturday	RT 21 Sunday	RT 24 Saturday	RT 24 Sunday	RT 27	RT 28 Saturday	RT 28 Sunday	SCT Total	Avila Trolley
REVENUES:									
FARES	3,141	286	1,779	298	1,676	1,979	262	194	0
TOTAL ROUTE REVENUES	3,141	286	1,779	298	1,676	1,979	262	194	0
EXPENDITURES:									
ADMINISTRATION	6,657	1,193	6,280	1,227	6,424	6,551	1,304	1,213	0
MARKETING	30	5	29	5	29	30	6	5	0
OPERATIONS/CONTINGENCY	77,249	13,792	72,882	14,200	74,525	76,038	15,111	14,031	0
FUEL	8,812	1,639	6,687	1,271	6,882	6,747	1,290	1,184	0
INSURANCE	6,616	1,145	5,022	966	5,162	5,067	981	900	0
TOTAL EXPENDITURES	99,364	19,597	90,900	17,669	93,022	94,433	18,693	17,394	0
FAREBOX RATIO	3.2%	1.4%	2.0%	1.7%	1.8%	2.1%	1.4%	1.1%	#DIV/0!
RIDERSHIP	7,422	960	6,634	1,120	4,599	5,681	1,102	929	0
SERVICE MILES	12,436.7	2,335.5	9,439.5	1,809.6	9,705.2	9,523.0	1,838.5	1,687.3	-
SERVICE HOURS	664.1	132.6	626.3	122.1	640.9	653.4	129.7	120.6	-
RIDERS PER MILE	0.60	0.53	0.70	0.62	0.47	0.60	0.60	0.55	#DIV/0!
RIDERS PER HOUR	11.18	9.35	10.59	9.18	7.18	8.69	8.50	7.70	#DIV/0!
COST PER PASSENGER	\$ 13.39	\$ 15.82	\$ 13.70	\$ 15.78	\$ 20.23	\$ 16.62	\$ 16.96	\$ 18.66	\$ 15.83
SUBSIDY PER PASSENGER	\$ 12.96	\$ 15.59	\$ 13.43	\$ 15.51	\$ 19.86	\$ 16.27	\$ 16.73	\$ 18.45	\$ 15.50





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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: B-3

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 is essentially at the halfway mark, with the shape of the building clearly visible from adjacent roadways. See pictures at the end of this report for context.

Below are some significant BMF milestones:

1. We have processed 20 invoices from Stantec Architecture from November 2018 through the end of March 2021 totaling \$2,263,207.36. 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 \$246,218.30 remains in our agreed work scope.
2. We have processed thirteen invoices from Kitchell CEM through March 28, 2021, totaling \$769,309. Kitchell CEM's agreement includes construction management services and CEQA monitoring, as well as inspections. A total of \$915,835 remains in our agreed work scope.
3. We have processed eight invoices from SCI as the general contractor through the end of March 2021, totaling \$6,164,504.42, less \$308,225.34 for retainage. That equates to payments of \$5,856,279.08. Including retainage, a total of \$11,306,579.89 remains in our current work scope.
4. On April 6th, several RTA staff and I conducted our third virtual 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. We made our first draw on the PacWest Bank loan to pay invoices in April 2021, and we expect to make our first draw on the TIFIA loan for the April invoices that will be paid in May. We are working with SCI to determine what impacts late payments may impose, in case there are delays in processing the TIFIA draw request. If any amendments

to the agreement with SCI are necessary, we will bring those process-related changes to the Board for consideration at a future Board meeting.

5. Erection of the Cement Masonry Units (CMU) – the initial critical path for construction activities – was completed in March. The CMU was supplied by local vendor Air-Vol Block and installed by local masonry subcontractor (Masonry by Darin headquartered in Paso Robles).
6. Implementation of structural steel was also completed in March. This work was completed by Bragg Crane & Rigging headquartered in Santa Maria. Bragg is currently finishing installation of the metal roof trusses and roof cladding, which should be completed in the last week of April.
7. Installation of the metal siding is now on the critical path, and the deferred submittal to the City of San Luis Obispo was permitted on April 21st. That work will be completed by the middle of May.

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 May, I expect to finalize a draft agreement with the City of San Luis Obispo for granting land and sharing in design costs to complete the future "sweeping curve" realignment of Elks Lane around the Sunset Drive-In Theater.

STAFF RECOMMENDATION:

Accept this as an information item.



Hoisting roof panels on April 19th, looking East from the bus parking area



Installation of shear wall and insulation sheathing on the Dispatch portion of the operations/administration building on April 26th, looking due East from the bus parking area



View of bus wash and maintenance bays on April 26th, looking North-Northeast



View of Dispatch office corner on April 26th, looking South-Southeast

REGIONAL TRANSIT AUTHORITY



Fiscal Year 2021/2022 Budget - Projected Five Year Capital Budget - May 5, 2021



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

VISION

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

Vision Elements

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

MISSION

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

STRATEGIC DIRECTION

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

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY VALUES

Commitment to Serve

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

Leadership

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

Teamwork

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

Integrity

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

Human Development

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

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 5, 2021

STAFF REPORT

AGENDA ITEM: C-1

TOPIC: Fiscal Year 2021-22 Operating and Capital Budget

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Approve the Fiscal Year 2021-22 Budget as Presented

EXEC RECOMMENDATION: Bring to the Board for Approval

RTAC RECOMMENDATION: No quorum

BACKGROUND/DISCUSSION:

We appreciate the Board's support and leadership during these unprecedented times as we work to present a fiscally constrained Fiscal Year 2021-22 operating budget, and an advisory FY22-23 operating plan. In addition, we are presenting a five-year capital program.

The budget packet contains the following items:

- Our Vision and Mission statements,
- Budget Assumptions adopted by the Board at its March 3, 2021 meeting,
- Fiscally constrained FY21-22 operating and capital budgets,
- Fiscally unconstrained FY22-23 operating budget, and
- Fiscally unconstrained FY22-23 through FY25-26 capital budgets (expense only for FY23-24 through FY25-26).

It should be noted that staff continues to present separate columns in the revenue and expense tables for South County Transit (SoCo Transit), Paso Robles Express fixed-route and dial-a-ride services, as well as for the County-funded (SLOCAT) transit services. This separation is presented so that readers can easily distinguish between core RTA services and those operated under contract for our partner agencies. More succinctly, core services are defined as the intercity RTA fixed-routes (RTA Routes 9, 10, 12, 14 and 15), as well as the countywide ADA complementary paratransit services known as RTA Runabout.

Attached to the budget for reference purposes, we have included a full year FY20-21 budget for SoCo Transit since the adopted overall RTA budget for FY20-21 only included six months of So Co Transit's financial information due to the January 1, 2021 consolidation date.

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

Please note: the budget presentation assumes operation of the same core levels of service miles and hours for fixed-route services that were adopted as part of the FY20-21 budget. During these uncertain times, staff is prepared to bring budget amendments as the impacts of the recovery from the COVID-19 pandemic become clearer and to address current and future reserve needs. In accordance with the adopted RTA Strategic Business Plan (SBP), the RTA will make consistent efforts to explore new service and service delivery options as well as work with regional efficiencies in the delivery of transportation to the jurisdictions.

It should be noted that the RTA has submitted a proposal to Caltrans for a Sustainable Communities grant to conduct a joint Short Range Transit Plan (S RTP) update with SLO Transit, since our respective S RTPs expire at the end of the current fiscal year. The proposed scope of services in the grant proposal includes focused efforts to “right-size” transit services as we emerge from the COVID-19 pandemic over the next 5-7 years. If we are unsuccessful in securing this grant, staff will bring the matter back to the Board for direction.

As noted during the presentation of the budget assumption at the March 3rd RTA Board meeting, below are the key issues staff is working to address, and they are:

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.

In January 2021, staff was pleasantly surprised to learn that workers compensation insurance provided by PRISM (Public Risk Innovation Solutions Management, previously known as CSAC Excess Insurance Authority) is projected to be in line with FY15-16 levels, with a notable reduction from the current fiscal year, especially in times of increasing wages and the additional wages from the consolidation of SoCoTransit. Most importantly, it is a drop from the preliminary estimates staff received in October 2020. The reduction in premiums continue to provide a welcome relief – especially with the realization that worker’s compensation for transit services is especially challenging statewide across all employment sectors as loss development trends for the state are not favorable. On the flip side, an emerging workers compensation conflict

amongst the various factions (employers, labor unions, medical care providers, insurers, and attorneys) appears to be rising following recent rulings on presumptive qualification of COVID-related illnesses. Staff will continue to closely monitor this situation.

In late March 2021 we also received estimated premium for general liability and vehicle physical damage insurance policies. The annual premium cost for these two insurance policies is relatively flat as a result of staff's continual work with our employee committee that has evaluated workplace safety and has initiated a proactive program to reduce the number and severity of claims.

- 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 travel in the region recovers.

Runabout hours and miles are assumed to increase back to the July 2019 to February 2020 ridership trends in FY21-22. Staff will continue to monitor the Runabout service, including the premium fare charged to Tri-Counties Regional Center that started in January 2018 and resumption of the in-person functional assessments as part of the certification and recertification process. Should service demands change significantly during the fiscal year, a budget amendment will be presented to the Board for consideration, which will include options such as taxicab service as noted in the budget assumptions.

- c. Address staffing and retention, particularly in the Bus Operator classification.

The RTA completed a Diversity, Equity and Inclusion review in December 2020 with the final report included in this agenda. There are a number of recommendations that staff will work to address as part of the continued efforts regarding staffing and retention.

- 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.

As included in the budget assumptions that your Board accepted in March 2021, the 4-year CBA was ratified in November 2017, with wage scales that began January 1, 2018. Acknowledging that this agreement is set to expire at the end of the calendar year 2021, staff will be working with the Board to determine the appropriate approach to this agreement process in light of the financial and operating impacts of the pandemic.

The FY21-22 budget includes significant changes in wages and benefits, primarily due to the California Legislature's recent minimum wage hike to \$15.00 per hour by January 2022 resulting in wage compression issues. The RTA's current average hourly wage for Bus Operators is \$22.13 per hour, with a current starting wage rate of \$18.20 per hour.

An annual inflationary adjustment for non-union employees (excluding Operations Supervisors) of 1.5% will be implemented in July 2021. The Operations Supervisor classification CPI increase adjustment will be implemented in January 2022, to coincide with Bus Operator wage scale adjustments. Employees within the salary range for their position will be eligible for a step merit increase subject to performance assessments. The wage scales for non-CBA employees is presented in tabular format at the end of this budget document.

3. Continue efforts to implement Zero Emission Bus technologies, including procurement of battery-electric vehicles and start-up of recharging infrastructure.

Included in the capital program for FY22-23 is the replacement of two diesel-powered buses purchased in 2008, with zero-emission battery-electric buses. The cost of just two buses is more than \$2 million and staff is finalizing the funding plan which includes using FTA 5307, Low Carbon Transit Operations Program (LCTOP), State of Good Repair (see Key Issue #6), as well as funding from the Air Pollution Control District (APCD) and the California Hybrid and Zero Emission Truck and Bus Voucher Incentive Project (HVIP).

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 complex project. Additionally, this vital project will have the electrical infrastructure to support the RTA's purchase of zero-emission vehicles moving forward (see Key Issue #3)

We continue to work with our partners to complete the project on-time and within budget, including the Construction Manager, Commissioning Agent and our funding partners. Staff anticipates the first draw-down of loan funding to occur in the spring of 2021, while using grant funds first to minimize financing costs.

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.

The major increases in FY20-21 to the administration budget that were not identified in prior projections were related to underestimated buyout costs as part of the transition to the County Pension Trust program from the CalPERS program. Staff also paid an initial buyout payment to CalPERS in December 2020 and is still awaiting the final negotiated payout. Once these numbers are

received we will seek a budget amendment to identify that expense and the associated funding.

6. State Transit Assistance (STA) funds are projected to be higher than the revised amount adopted by the SLOCOG Board in October 2020, although 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.

With the additional State Transit Assistance (STA) funds made available through the SB-1, the RTA has been able to leverage STA as the local match on more capital projects, keeping other local funding available for operations.

Staff continues to apply for the competitive funds from SLOCOG under the State of Good Repair program added with SB-1, and the RTA was awarded discretionary funds for FY21-22 of over \$408,000 toward the funding of zero-emission buses to replace to diesel buses that have reached or exceeded their economically useful lives.

7. Local Transportation Funds (LTF) used for operating purposes are projected to be flat in the region.

During the May 2020 budget presentation, the initial LTF projected for FY21-22 was \$5.6 million. This was revised down in June 2020 to \$5.1 million, and down again to \$4.1 million in December 2020. The final budget amendment in March 2021 had a projected LTF for FY21-22 of \$3.1 million. For FY21-22, the LTF is budgeted at \$3.2 million. This is a significant decrease from prior years, with the LTF in FY19-20 allocated of \$4.1 million. This decrease is in large part due to the increase in funding provided by the “Coronavirus Aid, Relief, and Economic Security Act” (CARES Act), which was a \$2 trillion emergency funding package designed to blunt the worst and most immediate impacts of the COVID-19 pandemic, allowing for a reduced LTF amount in FY20-21 and a carryover to FY21-22.

No LTF is required for local match for any of the proposed capital projects in the current fiscal year.

8. Fuel costs continue to be volatile; this also impacts ridership and fares.

Due to the current global uncertainty, fuel prices have continued to swing wildly over the past few years, and noticeably in the last few weeks. Staff has tried to budget fuel somewhat conservatively, but we may need to adjust our projections if fuel prices change significantly during the fiscal year from the \$3.30 per gallon budgeted amount. It should be noted that diesel-powered buses manufactured after 2009 also require the use of Diesel Exhaust Fluid (DEF) to meet emissions

requirements. DEF costs more than diesel fuel, and it is used at a roughly 5% ratio DEF to diesel; its use is included in the fuel line item.

Revised Revenue Assumptions

In March 2021, the federal government approved the “America Recovery Plan Act” (ARPA) which is a \$1.9 trillion emergency funding package designed to address continued impacts of the COVID-19 pandemic, such as extending unemployment, grants to small businesses, education funding, and transportation provisions. At this time staff is uncertain on the timing of the funding that will come to the region via traditional formula funding allocations but anticipates that these funds will be used to offset the additional costs that the agency continues to incur to address the impacts of the pandemic such as labor for additional sanitation, additional supplies, and to offset lost fare revenue.

Staff will work with SLOCOG, SoCo Transit, and the Cities of Atascadero, Paso Robles and San Luis Obispo to cooperatively program the urbanized area funds for FY21-22, and will focus on the significant impact of reduced fare revenue that the agencies are experiencing. When the State provides apportionment information regarding the funding for rural areas staff will work with SLOCOC, SLOCAT and Morro Bay to cooperative program those funds as well.

Revised Expenses Assumptions

The overall Administration Expense for RTA core services is down by approximately 11% compared to last fiscal year. Labor has shifted due to the new pension program and professional technical services has decreased with the two year agreement for the ITS renewal in FY20-21 only. Facility rental costs will decline significantly with the relocation to the new bus maintenance facility in the third quarter of FY21-22. Marketing and Reproduction has increased for the renewal of the fixed-route Wi-Fi system, which is a two-year agreement, completion of the bi-annual customer perception survey in March 2022, and promoting it is safe to ride during COVID recovery.

The proposed Service Delivery cost is up by roughly 1% from what was identified in the FY20-21 budget. The primary reason for this increase as noted previously is the increase in wages as programmed in the CBA, offset in part by reduced workers compensation insurance.

Capital Program

The focus of our capital program will be to complete the new Bus Maintenance Facility on Elks Lane, as well as engine rehabs for fixed-route vehicles, and the purchase of fixed-route vehicles on behalf of Paso Robles and SoCo Transit. We have also programmed the following minor capital projects:

- \$42,500 for specialized maintenance equipment to improve efficiencies;
- Bus stop improvements; and
- Miscellaneous computer equipment, including regular computer replacements.

It should be noted that a portion of the FY20-21 capital funds for fully funded projects, such as the design and engineering for the Bus Maintenance Facility and bus stop improvements, is not carried over to the proposed FY21-22 budget. This will happen with a budget amendment after the FY21-22 has started, and the carryover will have no financial impact to local jurisdictions because the funding has been fully secured.

Also included is a projected five-year capital improvement program as part of the budget plan. While only the first year is financially constrained, the projects identified in the ensuing four years provide a snapshot of future capital needs and potential cost levels. It should be noted that staff has only identified replacement projects and easily identifiable on-going projects (i.e., computer needs and bus stop improvements) in the capital improvement program. No expansion vehicles are included in the base budget. Also of note is the significant amounts included for vehicle replacements. No LTF funds are programmed for capital projects in FY21-22.

Conclusion

Fiscal Year 2021-22 will be a particularly challenging year, including much financial uncertainty. We look forward to working with our customers, the Board and other stakeholders in providing stability and the highest quality of transportation services to residents of and visitors to our community. We believe that this budget reflects the path set by your Board in previous years and, although we would like to do more, we believe that this budget provides the optimum levels of service within the confines of existing limited resources.

Staff Recommendation for the Board:

Recommend that the Board adopt the FY21-22 budget as presented.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

**MARCH 3, 2021
STAFF REPORT**

**RTA Board Approved
March 3, 2021**

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
PROPOSED OPERATING REVENUE BUDGET FOR 2021/2022**

	2019/2020 Combined Actual	2020/2021 Amendment #4 Operating Budget	2020/2021 Adopted SoCo Transit Budget	2020/2021 Amendment #2 SLOCAT Budget	2020/2021 Amendment #2 North County Budget	2021/2022 Proposed Operating Budget	2021/2022 Proposed SoCo Transit Budget	2021/2022 Proposed SLOCAT Budget	2021/2022 Proposed North County Budget	2022/23 Projected Operating Budget	2022/23 Projected SoCo Transit Budget	2022/23 Projected SLOCAT Budget	2022/23 Projected North County Budget
FUNDING SOURCES:													
GENERAL RESERVES	3,214,138	5,351,291	948,250	111,070	589,310	4,767,420	1,165,170	337,770	513,780	2,033,800	360,640	133,450	194,810
1. ESTIMATED FUND BALANCE	3,214,138	5,351,291	948,250	111,070	589,310	4,767,420	1,165,170	337,770	513,780	2,033,800	360,640	133,450	194,810
2. LESS REQUIRED RESERVES FOR FISCAL YEAR													
CASH FLOW REQUIREMENTS PER TDA	2,026,030	1,827,820	138,940	125,500	513,780	2,033,800	360,640	133,450	194,810	2,033,100	386,680	144,110	206,160
PERS BUYOUT	3,373,900	-	-	-	-	-	-	-	-	-	-	-	-
DEBT SERVICE RESERVE FOR BUS MAINTENANCE FACILITY	207,660	-	-	-	-	-	-	-	-	-	-	-	-
OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS	-	2,939,600	1,026,230	212,270	-	-	-	-	-	-	-	-	-
TOTAL	5,607,590	4,767,420	1,165,170	337,770	513,780	2,033,800	360,640	133,450	194,810	2,033,100	386,680	144,110	206,160
3. FUND BALANCE AVAILABLE	(2,393,452)	583,871	(216,920)	(226,700)	75,530	2,733,620	804,530	204,320	318,970	700	(26,040)	(10,660)	(11,350)
NON TDA SOURCES													
FARES	1,000,863	875,940	47,500	28,900	97,810	161,720	38,560	29,480	65,960	700,750	76,000	23,120	78,250
SCT MANAGEMENT CONTRACT	122,650	126,660	-	-	-	114,160	-	-	-	112,530	-	-	-
COUNTY MANAGEMENT CONTRACT	88,680	91,580	-	-	-	98,390	-	-	-	104,300	-	-	-
NORTH COUNTY MANAGEMENT CONTRACT	43,030	44,440	-	-	-	47,740	-	-	-	50,610	-	-	-
INTEREST	29,485	38,670	7,075	-	-	27,570	8,590	-	-	27,570	4,300	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	1,256,793	-	-	82,800	67,400	723,680	183,700	172,000	105,240	546,230	87,370	172,000	123,600
RURAL TRANSIT FUND (Administration)	30,000	30,000	-	-	-	30,000	-	-	-	30,000	-	-	-
RURAL TRANSIT FUND (Operating Funds)	300,000	-	-	295,070	-	313,600	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	603,000	474,910	-	-	-	621,300	-	-	-	652,400	-	-	-
FTA (Section 5307) - San Luis Obispo CARES	833,826	1,132,120	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating	534,305	564,630	-	-	-	586,250	-	-	-	599,000	-	-	-
FTA (Section 5311) - Operating CARES	591,789	1,726,390	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	913,173	722,480	-	-	-	1,009,000	-	-	289,000	1,057,000	-	-	303,500
FTA (Section 5307-N. County) - Operating CARES	1,393,300	1,403,640	-	-	779,800	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	224,765	404,580	-	-	-	424,800	-	-	-	446,000	-	-	-
FTA (Section 5307-SM) - Operating CARES	-	867,630	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	401,368	439,530	154,315	-	-	613,000	616,000	-	-	630,000	634,000	-	-
FTA (Section 5307) - S. County Operating CARES	867,126	1,517,640	714,110	-	-	-	-	-	-	-	-	-	-
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	69,120	82,810	-	-	-	82,310	-	-	-	84,990	-	-	-
CUESTA CONTRIBUTION NORTH COUNTY	40,580	-	-	-	40,580	-	-	-	40,580	-	-	-	40,580
SPECIAL EVENTS REVENUE/OTHER	75,184	-	164,390	-	-	-	305,390	-	-	-	305,390	-	-
4. SUB TOTAL	9,419,037	10,543,650	1,087,390	406,770	985,590	4,853,520	1,152,240	112,280	489,270	5,041,380	1,107,060	195,120	545,930
5. TOTAL FUND BALANCE & NON TDA FUNDING	7,025,585	11,127,521	870,470	180,070	1,061,120	7,587,140	1,956,770	316,600	810,270	5,042,080	1,081,020	184,460	534,580
TDA REQUIRED													
CITY OF ARROYO GRANDE	175,376	202,671	-	-	-	172,714	63,336	-	-	322,933	439,816	-	-
CITY OF ATASCADERO	304,958	344,720	-	-	-	293,507	-	-	-	548,786	-	-	-
CITY OF GROVER BEACH	132,765	153,432	-	-	-	129,035	47,318	-	-	241,264	328,588	-	-
CITY OF MORRO BAY	102,834	118,353	-	-	-	99,486	-	-	-	186,014	-	-	-
CITY OF PASO ROBLES	765,901	354,233	-	-	-	304,874	-	-	249,590	570,039	-	-	611,650
CITY OF PISMO BEACH	80,609	93,411	-	-	-	79,478	29,145	-	-	148,603	202,390	-	-
CITY OF SAN LUIS OBISPO	603,019	690,993	-	-	-	588,596	-	-	-	1,100,531	-	-	-
COUNTY OF SAN LUIS OBISPO	2,010,882	1,881,036	-	476,800	-	1,602,290	26,810	360,610	-	2,995,889	186,177	535,420	-
TDA REQUIREMENTS BEFORE 5311 EXCHANGE	4,176,344	3,838,849	-	476,800	-	3,269,980	166,610	360,610	249,590	6,114,060	1,156,970	535,420	611,650
LESS: RURAL TRANSIT FUND/5311 EXCHANGE	(534,305)	(1,156,420)	-	-	-	(586,250)	-	-	-	(599,000)	-	-	-
6. NET TDA REQUIREMENTS	3,642,039	2,682,429	-	476,800	-	2,683,730	166,610	360,610	249,590	5,515,060	1,156,970	535,420	611,650
7. TOTAL FUNDING SOURCES	10,667,624	13,809,950	870,470	656,870	1,061,120	10,270,870	2,123,380	677,210	1,059,860	10,557,140	2,237,990	719,880	1,146,230
8. FUNDING USES:													
ADMINISTRATION	1,741,831	1,970,200	43,340	7,870	128,980	1,776,290	195,470	7,500	112,510	1,519,490	169,100	7,500	137,810
PERS BUYOUT	-	3,373,900	-	-	-	-	-	-	-	-	-	-	-
MANAGEMENT CONTRACTS	254,360	75,370	51,290	91,580	44,440	-	114,160	98,390	47,740	-	112,530	104,300	50,610
SERVICE DELIVERY	8,568,867	8,290,040	767,650	530,880	875,630	8,379,240	1,786,490	563,290	885,760	8,918,130	1,928,100	599,540	943,450
CONTINGENCY	102,566	100,440	8,190	26,540	12,070	115,340	27,260	8,030	13,850	119,520	28,260	8,540	14,360
9. TOTAL FUNDING USES	10,667,624	13,809,950	870,470	656,870	1,061,120	10,270,870	2,123,380	677,210	1,059,860	10,557,140	2,237,990	719,880	1,146,230

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
PROPOSED CAPITAL REVENUE BUDGET FOR 2021/2022

		2019/2020 Combined Actual Capital Budget	2020/2021 Amended RTA #3 Capital Budget	2020/2021 Adopted SoCo Transit Capital Budget	2020/2021 Adopted SLOCAT Capital Budget	2020/2021 Adpoted North County Capital Budget	2021/2022 Proposed RTA Captial Budget	2021/2022 Proposed SoCo Transit Capital Budget	2021/2022 Proposed SLOCAT Capital Budget	2021/2022 Proposed North County Capital Budget	2022/23 Projected RTA Capital Budget	2022/23 Projected SoCo Transit Capital Budget	2022/23 Projected SLOCAT Capital Budget	2022/23 Projected North County Capital Budget
FUNDING SOURCES:														
BEGINNING CAPITAL PROJECTS RESERVE		833,350	171,870	536,830	119,330	5,320	667,520	355,380	119,330	324,580	418,640	182,220	119,330	4,680
1.	ESTIMATED FUND BALANCE	833,350	171,870	536,830	119,330	5,320	667,520	355,380	119,330	324,580	418,640	182,220	119,330	4,680
2.														
LESS REQUIRED RESERVES FOR FISCAL YEAR														
CAPITAL PROJECTS RESERVE		833,350	667,520	355,380	119,330	5,320	418,640	182,220	119,330	4,680	490,470	295,380	88,820	4,680
TOTAL		833,350	667,520	355,380	119,330	5,320	418,640	182,220	119,330	4,680	490,470	295,380	88,820	4,680
3.														
FUND BALANCE AVAILABLE		-	(495,650)	181,450	-	-	248,880	173,160	-	319,900	(71,830)	(113,160)	30,510	-
NON TDA SOURCES														
STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION		581,636	714,750	79,660	-	-	21,990	16,830	-	18,360	199,440	113,160	-	-
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)		-	-	-	-	-	-	-	-	-	241,750	-	-	-
PROPOSITION 1B FUNDING - SAFETY & SECURITY		-	-	-	-	-	-	-	-	-	-	-	-	-
STA SB1 STATE OF GOOD REPAIR		223,204	-	-	-	-	-	-	-	-	408,780	-	-	-
PROPOSITION 1B FUNDING - BUS REPLACEMENT & BUS MAINTENANCE FACILITY		494,691	1,033,230	-	-	-	-	-	-	113,510	408,780	-	-	-
APCD AB 617 FOR GARAGE PROJECT, CAP AND HVP FOR ELECTRIC BUSES		-	721,980	-	-	-	-	-	-	-	436,000	-	-	-
RURAL TRANSIT FUND (Capital)		-	250,000	-	-	-	-	-	-	-	500,000	-	50,630	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo		146,414	421,820	-	-	-	-	-	-	-	82,100	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5309) - State of Good Repair		-	-	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5339) - Bus and Bus Facilities		30,728	6,285,000	-	-	-	-	-	-	884,910	300,000	-	324,560	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-North County)		146,414	534,980	-	-	-	68,000	-	-	-	152,100	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-Santa Maria) - CARES		-	433,060	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-South County)		146,414	410,030	420,000	-	-	520,000	460,000	-	-	1,096,400	-	-	-
4.														
SUB TOTAL		1,769,501	10,804,850	499,660	-	-	609,990	476,830	-	1,016,780	3,825,350	113,160	375,190	-
5.														
TOTAL FUND BALANCE & NON TDA FUNDING		1,769,501	10,309,200	681,110	-	-	858,870	649,990	-	1,336,680	3,753,520	-	405,700	-
6.														
FINANCING FOR BUS MAINTEANCE FACILITY		-	6,753,000	-	-	-	7,347,000	-	-	-	-	-	-	-
7.														
TOTAL FUNDING SOURCES		1,769,501	17,062,200	681,110	-	-	8,205,870	649,990	-	1,336,680	3,753,520	-	405,700	-
8.														
FUNDING USES:														
CAPITAL		1,769,501	17,062,200	681,110	-	-	8,097,630	649,990	-	1,336,680	3,007,520	-	405,700	-
LOAN PAYDOWN		-	-	-	-	-	108,240	-	-	-	746,000	-	-	-
9.														
TOTAL FUNDING USES		1,769,501	17,062,200	681,110	-	-	8,205,870	649,990	-	1,336,680	3,753,520	-	405,700	-

		Actual Combined FY 2019-20	Amendment #4 Operating Budget FY 2020-21	Proposed Operating Budget FY 2021-22	Projected Operating Budget FY 2022-23
Administration and Service Delivery Totals					
	Hours	60,063	76,690	84,010	84,010
	Miles	1,369,371	1,674,640	1,792,340	1,792,340
Administration:					
Labor	operations cost	798,775	1,042,550	1,079,020	1,151,930
Labor - Administration Workers Comp	operations cost	47,336	47,000	44,970	48,010
Office Space Rental	operations cost	469,823	508,850	407,450	53,450
Property Insurance	operations cost	24,384	28,490	38,870	47,740
Professional Technical Services	operations cost	128,011	262,400	167,100	227,100
Professional Development	operations cost	37,865	60,070	66,470	73,550
Operating Expense	operations cost	379,280	365,150	366,380	378,760
Marketing and Reproduction	hourly	110,717	98,560	181,800	120,800
North County Management Contract	operations cost	(43,030)	(44,440)	(47,740)	(50,610)
County Management Contract	operations cost	(88,680)	(91,580)	(98,390)	(104,300)
SCT Management Contract	operations cost	(122,650)	(126,660)	(114,160)	(112,530)
Total Administration		1,741,831	2,150,390	2,091,770	1,833,900
Service Delivery:					
Labor - Operations	hourly	4,811,367	5,927,310	6,622,980	7,073,100
Labor - Operations Workers Comp	hourly	321,486	355,290	339,940	363,040
Labor - Maintenance	hourly	1,005,333	1,287,250	1,581,620	1,695,770
Labor - Maintenance Workers Comp	hourly	93,731	97,290	93,090	99,810
Fuel	miles	889,930	1,064,520	1,113,670	1,113,670
Insurance (Liability, Physical Damage, Employment Practices)	miles	675,137	764,160	909,680	1,017,930
Special Transportation (for SLOCAT)	n/a	32,512	48,340	44,480	45,210
Avila Trolley	n/a	20,965	68,460	76,490	81,690
Maintenance (parts, supplies, materials)	miles	597,225	708,380	695,930	751,220
Maintenance Contract Costs	miles	121,181	143,200	136,900	147,780
Total Operations		8,568,867	10,464,200	11,614,780	12,389,220
Contingency	hourly	102,566	147,240	164,480	170,680
PERS Buyout	operations cost	-	3,373,900	-	-
Management Contracts		254,360	262,680	260,290	267,440
TOTAL FUNDING USES		10,667,624	16,398,410	14,131,320	14,661,240

			Actual Capital Expenditures FY 2019-20	Amendment #4 - Capital Budget FY 2020-21	Proposed Capital Budget FY 2021-22	Projected Capital Budget FY 2022-23	Projected Capital Budget FY 2023-24	Projected Capital Budget FY 2024-25	Projected Capital Budget FY 2025-26
Capital Expenditures									
Capital/Studies:									
Computer System Maintenance/Upgrades	hourly		8,825	46,440	40,370	49,550	52,030	54,630	57,360
Miscellaneous Capital	hourly								
Maintenance Equipment			-	40,200	42,500	43,750	46,500	48,830	48,750
Specialized Maintenance Tools	hourly		160,672	-	-	-	-	-	-
Desks and Office Equipment	hourly		-	-	-	-	-	-	-
Radios	hourly		-	6,600	-	-	-	-	-
Vehicle ITS/Camera System	hourly		-	-	-	-	-	-	-
Bus Stop Improvements	hourly		252,586	313,360	92,750	96,500	101,880	106,970	112,320
COVID 19 Related Capital Items	hourly		-	433,060	-	-	-	-	-
Large Capital Repairs	hourly		-	-	575,000	375,000	468,750	225,000	-
Vehicles									
Support Vehicles	hourly		-	56,700	-	57,880	238,200	63,750	33,500
Fixed Route Vehicles	hourly		-	631,800	1,986,680	2,134,840	1,116,330	-	2,843,760
Trolley replacement vehicles	hourly		-	-	-	293,200	-	-	-
Cutaway and Dial A Ride Vehicles	hourly		3,760	631,750	-	112,500	-	289,880	-
Runabout Vehicles	hourly		5,000	261,300	-	-	855,700	-	188,300
Total Capital Outlay			430,843	2,421,210	2,737,300	3,163,220	2,879,390	789,060	3,283,990
Loan Repayments			-	24,010	108,240	746,000	746,000	746,000	746,000
Short Range Transit Plan			-	-	-	250,000	-	-	-
Elks Lane Project			1,338,657	15,298,090	7,347,000	-	-	-	-
TOTAL FUNDING USES			1,769,500	17,743,310	10,192,540	4,159,220	3,625,390	1,535,060	4,029,990

		Total Adopted Budget	Weekday Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Proposed Budget	Projected Budget
		FY 2020-21	FY 2021-22	FY 2021-22	FY 2021-22	FY 2021-22	FY 2022-23
Route 9							
	<u>Measure:</u>						
	Annual Hours	12,840	11,750	660	430	12,840	12,840
	Annual Miles	345,010	314,380	18,240	12,390	345,010	345,010
Administration:							
Total Administration (Net of Contracts)		\$ 352,310	\$ 298,150	\$ 16,910	\$ 11,160	\$ 326,220	\$ 280,260
Service Delivery:	<u>Basis:</u>						
Labor - Operations	hourly	\$ 965,960	\$ 889,420	\$ 49,960	\$ 32,550	\$ 971,930	\$ 1,035,900
Labor - Operations Workers Comp	hourly	\$ 55,940	\$ 44,970	\$ 2,530	\$ 1,650	\$ 49,150	\$ 52,410
Labor - Maintenance	hourly	\$ 218,150	\$ 213,090	\$ 11,970	\$ 7,800	\$ 232,860	\$ 249,150
Labor - Maintenance Workers Comp	hourly	\$ 16,280	\$ 12,250	\$ 690	\$ 450	\$ 13,390	\$ 14,360
Fuel	miles	\$ 210,130	\$ 192,200	\$ 11,150	\$ 7,580	\$ 210,930	\$ 210,380
Insurance	miles	\$ 152,120	\$ 156,850	\$ 9,100	\$ 6,180	\$ 172,130	\$ 192,100
Maintenance (parts, supplies, materials)	miles	\$ 133,250	\$ 116,320	\$ 6,750	\$ 4,580	\$ 127,650	\$ 137,420
Maintenance Contract Costs	miles	\$ 27,070	\$ 22,840	\$ 1,330	\$ 900	\$ 25,070	\$ 27,010
Total Operations		\$ 1,778,900	\$ 1,647,940	\$ 93,480	\$ 61,690	\$ 1,803,110	\$ 1,918,730
Capital/Studies:							
Total Capital Outlay		\$ 5,139,190	\$ 1,670,850	\$ 94,780	\$ 62,550	\$ 1,828,180	\$ 702,930
Contingency	hourly	\$ 20,830	\$ 21,900	\$ 1,230	\$ 800	\$ 23,930	\$ 24,780
Loan Repayment	operations cost	\$ -	\$ 21,270	\$ 1,210	\$ 800	\$ 23,280	\$ 160,500
TOTAL FUNDING USES		\$ 7,291,230	\$ 3,660,110	\$ 207,610	\$ 137,000	\$ 4,004,720	\$ 3,087,200
TOTAL NON-CAPITAL EXPENDITURES		\$ 2,152,040	\$ 1,967,990	\$ 111,620	\$ 73,650	\$ 2,153,260	\$ 2,223,770

		Total Adopted Budget	Weekday Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Proposed Budget	Projected Budget
		FY 2020-21	FY 2021-22	FY 2021-22	FY 2021-22	FY 2021-22	FY 2022-23
Route 10							
	<u>Measure:</u>						
	Annual Hours	10,790	9,840	590	360	10,790	10,790
	Annual Miles	339,270	309,160	18,810	11,300	339,270	339,270
Administration:							
Total Administration (Net of Contracts)		\$ 310,870	\$ 262,590	\$ 15,820	\$ 9,610	\$ 288,020	\$ 247,360
Service Delivery:	<u>Basis:</u>						
Labor - Operations	hourly	\$ 811,740	\$ 744,850	\$ 44,660	\$ 27,250	\$ 816,760	\$ 870,510
Labor - Operations Workers Comp	hourly	\$ 47,010	\$ 37,680	\$ 2,260	\$ 1,380	\$ 41,320	\$ 44,030
Labor - Maintenance	hourly	\$ 183,320	\$ 178,440	\$ 10,700	\$ 6,530	\$ 195,670	\$ 209,370
Labor - Maintenance Workers Comp	hourly	\$ 13,680	\$ 10,280	\$ 620	\$ 380	\$ 11,280	\$ 12,060
Fuel	miles	\$ 206,630	\$ 189,030	\$ 11,500	\$ 6,910	\$ 207,440	\$ 206,890
Insurance	miles	\$ 149,590	\$ 154,230	\$ 9,380	\$ 5,640	\$ 169,250	\$ 188,890
Maintenance (parts, supplies, materials)	miles	\$ 131,020	\$ 114,380	\$ 6,960	\$ 4,180	\$ 125,520	\$ 135,140
Maintenance Contract Costs	miles	\$ 26,630	\$ 22,480	\$ 1,370	\$ 820	\$ 24,670	\$ 26,560
Total Operations		\$ 1,569,620	\$ 1,451,370	\$ 87,450	\$ 53,090	\$ 1,591,910	\$ 1,693,450
Capital/Studies:							
Total Capital Outlay		\$ 4,534,540	\$ 1,471,510	\$ 88,660	\$ 53,830	\$ 1,614,000	\$ 620,410
Contingency	hourly	\$ 17,500	\$ 18,320	\$ 1,100	\$ 670	\$ 20,090	\$ 20,820
Loan Repayment	operations cost	\$ -	\$ 18,750	\$ 1,130	\$ 690	\$ 20,570	\$ 141,660
TOTAL FUNDING USES		\$ 6,432,530	\$ 3,222,540	\$ 194,160	\$ 117,890	\$ 3,534,590	\$ 2,723,700
TOTAL NON-CAPITAL EXPENDITURES		\$ 1,897,990	\$ 1,732,280	\$ 104,370	\$ 63,370	\$ 1,900,020	\$ 1,961,630

		Total Proposed Budget FY 2020-21	Weekday Proposed Budget FY 2021-22	Saturday Proposed Budget FY 2021-22	Sunday Proposed Budget FY 2021-22	Total Proposed Budget FY 2021-22	Projected Budget FY 2022-23
Route 12, 14 and 15							
	<u>Measure:</u>						
	Annual Hours	10,890	9,260	920	710	10,890	10,890
	Annual Miles	310,690	265,510	26,640	18,540	310,690	310,690
Administration:							
	Total Administration (Net of Contracts)	\$ 304,230	\$ 239,970	\$ 23,910	\$ 17,890	\$ 281,770	\$ 242,040
Service Delivery:							
	<u>Basis:</u>						
Labor - Operations	hourly	\$ 819,260	\$ 700,940	\$ 69,640	\$ 53,740	\$ 824,320	\$ 878,570
Labor - Operations Workers Comp	hourly	\$ 47,440	\$ 35,460	\$ 3,520	\$ 2,720	\$ 41,700	\$ 44,440
Labor - Maintenance	hourly	\$ 185,010	\$ 167,920	\$ 16,680	\$ 12,880	\$ 197,480	\$ 211,310
Labor - Maintenance Workers Comp	hourly	\$ 13,810	\$ 9,670	\$ 960	\$ 740	\$ 11,370	\$ 12,170
Fuel	miles	\$ 189,210	\$ 162,340	\$ 16,290	\$ 11,340	\$ 189,970	\$ 189,460
Insurance	miles	\$ 136,990	\$ 132,460	\$ 13,290	\$ 9,250	\$ 155,000	\$ 172,980
Maintenance (parts, supplies, materials)	miles	\$ 119,990	\$ 98,240	\$ 9,860	\$ 6,860	\$ 114,960	\$ 123,750
Maintenance Contract Costs	miles	\$ 24,370	\$ 19,310	\$ 1,940	\$ 1,350	\$ 22,600	\$ 24,320
	Total Operations	\$ 1,536,080	\$ 1,326,340	\$ 132,180	\$ 98,880	\$ 1,557,400	\$ 1,657,000
Capital/Studies:							
	Total Capital Outlay	\$ 4,437,640	\$ 1,344,740	\$ 134,010	\$ 100,250	\$ 1,579,000	\$ 607,050
Contingency	hourly	\$ 17,660	\$ 17,240	\$ 1,710	\$ 1,320	\$ 20,270	\$ 21,020
Loan Repayment	operations cost	\$ -	\$ 17,130	\$ 1,710	\$ 1,280	\$ 20,120	\$ 138,610
TOTAL FUNDING USES		\$ 6,295,610	\$ 2,945,420	\$ 293,520	\$ 219,620	\$ 3,458,560	\$ 2,665,720
TOTAL NON-CAPITAL EXPENDITURES		\$ 1,857,970	\$ 1,583,550	\$ 157,800	\$ 118,090	\$ 1,859,440	\$ 1,920,060

		Total Adopted Budget FY 2020-21	Total Proposed Budget FY 2021-22	Projected Budget FY 2022-23
Runabout				
	<u>Measure:</u>			
	Annual Hours	27,410	27,410	27,410
	Annual Miles	464,490	464,490	464,490
Administration:				
Total Administration (Net of Contracts)		\$ 670,490	\$ 619,990	\$ 533,000
Service Delivery:	<u>Basis:</u>			
Labor - Operations	hourly	\$ 2,062,070	\$ 2,074,820	\$ 2,211,360
Labor - Operations Workers Comp	hourly	\$ 119,410	\$ 104,960	\$ 111,860
Labor - Maintenance	hourly	\$ 465,690	\$ 497,060	\$ 531,860
Labor - Maintenance Workers Comp	hourly	\$ 34,740	\$ 28,630	\$ 30,630
Fuel	miles	\$ 282,890	\$ 284,000	\$ 283,250
Insurance	miles	\$ 204,810	\$ 231,720	\$ 258,610
Maintenance (parts, supplies, materials)	miles	\$ 179,390	\$ 171,850	\$ 185,020
Maintenance Contract Costs	miles	\$ 36,450	\$ 33,780	\$ 36,360
Total Operations		\$ 3,385,450	\$ 3,426,820	\$ 3,648,950
Capital/Studies:				
Total Capital Outlay		\$ 630,410	\$ 3,076,450	\$ 1,077,130
Contingency	hourly	\$ 44,460	\$ 51,050	\$ 52,900
Loan Repayment	operations cost	\$ -	\$ 44,270	\$ 305,230
TOTAL FUNDING USES		\$ 4,730,810	\$ 7,218,580	\$ 5,617,210
TOTAL NON-CAPITAL EXPENDITURES		\$ 4,100,400	\$ 4,097,860	\$ 4,234,850

		Total Proposed Budget	Proposed Route 21 Budget	Proposed Route 24 Budget	Proposed Route 27 Budget	Proposed Route 28 Budget	Proposed Trolley Budget	Total Proposed Budget	Projected Budget
		FY 2020-21	FY 2021-22	FY 2021-22	FY 2021-22	FY 2021-22	FY 2021-22	FY 2021-22	FY 2022-23
South County Transit									
	<u>Measure:</u>								
	Annual Hours	7,320	3,580	3,530	2,820	3,960	750	14,640	14,640
	Annual Miles	117,700	68,200	52,520	41,400	57,060	16,220	235,400	235,400
Administration:									
Total Administration (Net of Contracts)		\$ 94,630	\$ 83,090	\$ 77,800	\$ 61,990	\$ 86,750	\$ -	\$ 309,630	\$ 281,630
Service Delivery:									
	<u>Basis:</u>								
Labor - Operations	hourly	\$ 449,550	\$ 270,990	\$ 267,210	\$ 213,460	\$ 299,760	\$ 43,940	\$ 1,095,360	\$ 1,181,110
Labor - Operations Workers Comp	hourly	\$ 35,370	\$ 13,710	\$ 13,520	\$ 10,800	\$ 15,160	\$ 2,220	\$ 55,410	\$ 59,750
Labor - Maintenance	hourly	\$ 51,580	\$ 64,920	\$ 64,010	\$ 51,140	\$ 71,810	\$ 10,530	\$ 262,410	\$ 284,070
Labor - Maintenance Workers Comp	hourly	\$ 4,210	\$ 3,740	\$ 3,690	\$ 2,950	\$ 4,140	\$ 610	\$ 15,130	\$ 16,360
Fuel	miles	\$ 95,600	\$ 41,700	\$ 32,110	\$ 25,310	\$ 34,890	\$ 7,010	\$ 141,020	\$ 143,550
Insurance	miles	\$ 61,660	\$ 34,020	\$ 26,200	\$ 20,650	\$ 28,470	\$ 5,720	\$ 115,060	\$ 131,060
Maintenance (parts, supplies, materials)	miles	\$ 55,060	\$ 25,230	\$ 19,430	\$ 15,320	\$ 21,110	\$ 4,240	\$ 85,330	\$ 93,770
Maintenance Contract Costs	miles	\$ 14,620	\$ 4,960	\$ 3,820	\$ 3,010	\$ 4,150	\$ 830	\$ 16,770	\$ 18,430
Total Operations		\$ 767,650	\$ 459,270	\$ 429,990	\$ 342,640	\$ 479,490	\$ 75,100	\$ 1,786,490	\$ 1,928,100
Capital/Studies:									
Total Capital Outlay		\$ 681,110	\$ 174,430	\$ 163,310	\$ 130,140	\$ 182,110	\$ -	\$ 649,990	\$ -
Contingency	hourly	\$ 8,190	\$ 6,670	\$ 6,570	\$ 5,250	\$ 7,370	\$ 1,400	\$ 27,260	\$ 28,260
Loan Repayment	operations cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING USES		\$ 1,551,580	\$ 723,460	\$ 677,670	\$ 540,020	\$ 755,720	\$ 76,500	\$ 2,773,370	\$ 2,237,990
TOTAL NON-CAPITAL EXPENDITURES		\$ 870,470	\$ 549,030	\$ 514,360	\$ 409,880	\$ 573,610	\$ 76,500	\$ 2,123,380	\$ 2,237,990

		Adopted Budget	Total Proposed Budget	Projected Budget
		<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
County Services				
Administration:				
	Total Administration (Net of Contracts)	\$ 99,450	\$ 105,890	\$ 111,800
Service Delivery:				
Labor - Operations	hourly	\$ 259,010	\$ 276,610	\$ 295,410
Labor - Operations Workers Comp	hourly	\$ 17,710	\$ 18,910	\$ 20,190
Labor - Maintenance	hourly	\$ 57,100	\$ 61,220	\$ 65,640
Labor - Maintenance Workers Comp	hourly	\$ 5,150	\$ 5,520	\$ 5,920
Fuel	miles	\$ 20,700	\$ 20,700	\$ 20,700
Insurance	miles	\$ 15,990	\$ 17,890	\$ 20,020
Special Transit (Senior Vans, Incentives, etc)	n/a	\$ 48,340	\$ 44,480	\$ 45,210
Avila Trolley	n/a	\$ 68,460	\$ 76,490	\$ 81,690
Maintenance (parts, supplies, materials)	miles	\$ 32,010	\$ 34,550	\$ 37,290
Maintenance Contract Costs	miles	\$ 6,410	\$ 6,920	\$ 7,470
	Total Operations	\$ 530,880	\$ 563,290	\$ 599,540
Capital/Studies:				
	Total Capital Outlay	\$ -	\$ -	\$ 405,700
Contingency	hourly	\$ 26,540	\$ 8,030	\$ 8,540
Loan Repayment	operations cost	\$ -	\$ -	\$ -
TOTAL FUNDING USES		\$ 656,870	\$ 677,210	\$ 1,125,580
TOTAL NON-CAPITAL EXPENDITURES		\$ 656,870	\$ 677,210	\$ 719,880

		Adopted Total Budget	Proposed Route A & B Budget	Proposed Paso DAR Budget	Total Proposed Budget	Projected Budget
		FY 2020-21	FY 2021-22	FY 2021-22	FY 2021-22	FY 2022-23
North County Services						
	<u>Measure:</u>					
	Annual Hours	7,440	6,160	1,280	7,440	7,440
	Annual Miles	97,480	85,940	11,540	97,480	97,480
Administration:						
	Total Administration (Net of Contracts)	\$ 173,420	\$ 134,150	\$ 26,100	\$ 160,250	\$ 137,810
Service Delivery:						
	<u>Basis:</u>					
Labor - Operations	hourly	\$ 559,720	\$ 466,290	\$ 96,890	\$ 563,180	\$ 600,240
Labor - Operations Workers Comp	hourly	\$ 32,420	\$ 23,590	\$ 4,900	\$ 28,490	\$ 30,360
Labor - Maintenance	hourly	\$ 126,410	\$ 111,710	\$ 23,210	\$ 134,920	\$ 144,370
Labor - Maintenance Workers Comp	hourly	\$ 9,430	\$ 6,430	\$ 1,340	\$ 7,770	\$ 8,310
Fuel	miles	\$ 59,370	\$ 52,550	\$ 7,060	\$ 59,610	\$ 59,440
Insurance	miles	\$ 42,980	\$ 42,870	\$ 5,760	\$ 48,630	\$ 54,270
Maintenance (parts, supplies, materials)	miles	\$ 37,650	\$ 31,800	\$ 4,270	\$ 36,070	\$ 38,830
Maintenance Contract Costs	miles	\$ 7,650	\$ 6,250	\$ 840	\$ 7,090	\$ 7,630
	Total Operations	\$ 875,630	\$ 741,490	\$ 144,270	\$ 885,760	\$ 943,450
Capital/Studies:						
	Total Capital Outlay	\$ -	\$ 1,336,680	\$ -	\$ 1,336,680	\$ -
Contingency	hourly	\$ 12,070	\$ 11,470	\$ 2,380	\$ 13,850	\$ 14,360
Loan Repayment	operations cost	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING USES		\$ 1,061,120	\$ 2,223,790	\$ 172,750	\$ 2,396,540	\$ 1,095,620
TOTAL NON-CAPITAL EXPENDITURES		\$ 1,061,120	\$ 887,110	\$ 172,750	\$ 1,059,860	\$ 1,095,620

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RTA Staff Salary Schedule

Effective July 1, 2021

SLORTA POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Administrative Assistant	\$ 45,005.61	\$ 47,255.91	\$ 49,618.71	\$ 52,099.63	\$ 54,183.62	\$ 55,809.14	\$ 56,925.32
Accounting Technician	\$ 47,255.91	\$ 49,618.71	\$ 52,099.63	\$ 54,704.62	\$ 56,892.80	\$ 58,599.58	\$ 59,771.57
Transit Training Instructor	\$ 52,099.63	\$ 54,704.62	\$ 57,439.84	\$ 60,311.84	\$ 62,724.31	\$ 64,606.04	\$ 65,898.15
Transit Training Instructor/Mobility Specialist	\$ 52,099.63	\$ 54,704.62	\$ 57,439.84	\$ 60,311.84	\$ 62,724.31	\$ 64,606.04	\$ 65,898.15
Lead Supervisor	\$ 63,327.43	\$ 66,493.80	\$ 69,818.49	\$ 73,309.42	\$ 76,241.80	\$ 78,529.05	\$ 80,099.63
Human Resources Officer	\$ 64,910.61	\$ 68,156.15	\$ 71,563.95	\$ 75,142.15	\$ 78,147.84	\$ 80,492.28	\$ 82,102.12
Maintenance Assistant Manager	\$ 73,309.42	\$ 76,974.88	\$ 80,823.63	\$ 84,864.80	\$ 88,259.40	\$ 90,907.17	\$ 92,725.32
Manager, Marketing and Community Relations	\$ 75,142.15	\$ 78,899.25	\$ 82,844.22	\$ 86,986.43	\$ 90,465.89	\$ 93,179.85	\$ 95,043.45
Manager, Grants	\$ 75,142.15	\$ 78,899.25	\$ 82,844.22	\$ 86,986.43	\$ 90,465.89	\$ 93,179.85	\$ 95,043.45
Manager, Safety and Training	\$ 75,142.15	\$ 78,899.25	\$ 82,844.22	\$ 86,986.43	\$ 90,465.89	\$ 93,179.85	\$ 95,043.45
Manager, Maintenance and Facilities	\$ 89,108.05	\$ 93,563.45	\$ 98,241.62	\$ 103,153.72	\$ 107,279.86	\$ 110,498.25	\$ 112,708.23
Manager, Operations	\$ 103,153.72	\$ 108,311.40	\$ 113,726.96	\$ 119,413.31	\$ 124,189.84	\$ 127,915.53	\$ 130,473.84
Deputy Director/CFO	\$ 125,383.99	\$ 131,653.18	\$ 138,235.84	\$ 145,147.65	\$ 150,953.55	\$ 155,482.16	\$ 158,591.80
Executive Director	\$ 138,307.96						\$ 168,105.32

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SOUTH COUNTY TRANSIT OPERATING REVENUE BUDGET FOR 2020/2021

FUNDING SOURCES:

- GENERAL RESERVES
1. ESTIMATED FUND BALANCE
2. LESS REQUIRED RESERVES FOR FISCAL YEAR
- CASH FLOW REQUIREMENTS PER TDA
- OFFSET RESERVE TO CARRYOVER TO FY21-22

TOTAL

3. FUND BALANCE AVAILABLE

NON TDA SOURCES

- FARES
- INTEREST
- FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating
- FTA (Section 5307) - S. County Operating CARES**
- SPECIAL EVENTS REVENUE/OTHER

- 4.
5. TOTAL FUND BALANCE & NON TDA FUNDING

SUB TOTAL

TDA REQUIRED

- CITY OF ARROYO GRANDE
- CITY OF GROVER BEACH
- CITY OF PISMO BEACH
- COUNTY OF SAN LUIS OBISPO

6. NET TDA REQUIREMENTS
7. **TOTAL FUNDING SOURCES**

8. FUNDING USES:

- ADMINISTRATION
- MANAGEMENT CONTRACTS
- SERVICE DELIVERY
- CONTINGENCY

9. **TOTAL FUNDING USES**

2020/2021 Full Year SoCo Transit Budget	2020/2021 Adopted SoCo Transit Budget
948,250	948,250
948,250	948,250
138,940	138,940
1,026,230	1,026,230
1,165,170	1,165,170
(216,920)	(216,920)
95,000	47,500
14,150	7,075
308,630	154,315
1,428,220	714,110
328,780	164,390
2,174,780	1,087,390
1,957,860	870,470
-	-
-	-
-	-
-	-
-	-
-	-
1,957,860	870,470
86,680	43,340
102,580	51,290
1,752,220	767,650
16,380	8,190
1,957,860	870,470

SOUTH COUNTY TRANSIT CAPITAL REVENUE BUDGET FOR 2020/2021

FUNDING SOURCES:

BEGINNING CAPITAL PROJECTS RESERVE

1. ESTIMATED FUND BALANCE

2. LESS REQUIRED RESERVES FOR FISCAL YEAR

CAPITAL PROJECTS RESERVE

3. FUND BALANCE AVAILABLE

NON TDA SOURCES

STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION
FEDERAL TRANSIT ADM (FTA) (Section 5307-South County)

4.

5. TOTAL FUND BALANCE & NON TDA FUNDING

6. FINANCING FOR BUS MAINTENANCE FACILITY

7. **TOTAL FUNDING SOURCES**

8. FUNDING USES:

CAPITAL

9. **TOTAL FUNDING USES**

	2020/2021 Full Year SoCo Transit Budget	2020/2021 Adopted SoCo Transit Budget
	536,830	536,830
	536,830	536,830
	355,380	355,380
TOTAL	355,380	355,380
	181,450	181,450
	89,660	79,660
	460,000	420,000
SUB TOTAL	549,660	499,660
	731,110	681,110
	-	-
	731,110	681,110
	731,110	681,110
	731,110	681,110

4/1/2021
9:52 AM

South County Transit

Hours
Miles

Administration:

Total Administration (Net of Contracts)

Service Delivery:

Labor - Operations hourly
Labor - Operations Workers Comp hourly
Labor - Maintenance hourly
Labor - Maintenance Workers Comp hourly
Fuel miles
Insurance miles
Maintenance (parts, supplies, materials) miles
Maintenance Contract Costs miles

Total Operations

Capital/Studies:

Total Capital Outlay

Contingency

hourly

Interest Expense

operations cost

TOTAL FUNDING USES

TOTAL NON-CAPITAL EXPENDITURES

Full Year Budget FY 2020-21	Total Adopted Budget FY 2020-21
14,640	7,320
235,400	117,700
189,260	94,630
1,116,020	449,550
70,740	35,370
103,160	51,580
8,420	4,210
191,200	95,600
123,320	61,660
110,120	55,060
29,240	14,620
1,752,220	767,650
731,110	681,110
16,380	8,190
-	-
2,688,970	1,551,580
1,957,860	870,470

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