



## RTA BOARD AGENDA

**Wednesday, November 6, 2019 at 8:30 AM**  
**BOARD OF SUPERVISORS' CHAMBERS**  
**COUNTY GOVERNMENT CENTER**  
**1055 Monterey Street, San Luis Obispo, California 93401**

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

**President: Fred Strong**

**Vice President: John Peschong**

Board Members:

John Peschong (First District – SLO County)  
Bruce Gibson (Second District – SLO County)  
Adam Hill (Third District – SLO County)  
Lynn Compton (Fourth District – SLO County)  
Debbie Arnold (Fifth District – SLO County)  
Jimmy Paulding (Arroyo Grande)

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

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

### FLAG SALUTE

### CALL MEETING TO ORDER, ROLL CALL

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

- A. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL:** It is the intention of the Board to meet in closed session concerning the following items:  
Initiation of litigation pursuant to subdivision (c) of Section 54956.9. One case.

### B. INFORMATION AGENDA

- B-1 Executive Director's Report (Receive and File)  
B-2 Report on Transfer of Retirement Plan (Administrative, Management and Confidential Employees) from CalPERS to County Pension Trust (Receive and File)

**C. ACTION AGENDA**

- C-1 Fiscal Year 2019-20 Capital Budget Amendment (Approve)
- C-2 Equal Employment Opportunity Plan Update (Approve)
- C-3 Agreement for Construction Services – RTA Downtown Transit Center (Approve)

- D. 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.

- D-1 Executive Committee Meeting Minutes of August 14, 2019 (Information)
- D-2 RTA Board Meeting Minutes of September 4, 2019 (Approve)
- D-3 Agreement for Facility Lease at 800 Rodeo Drive in Arroyo Grande (Approve)
- D-4 Revision to Shop Supervisor Job Description (Approve)
- D-5 Revisions to the RTA Title VI Policy (Approve)
- D-6 Authorization to Submit FTA Section 5339 Grant Proposal (Approve)

**E. BOARD MEMBER COMMENTS**

Adjourn to SLOCOG Board of Directors meeting

Next special RTA Board meeting on December 11, 2019

Next regularly-scheduled RTA Board meeting on January 8, 2020

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

**AGENDA ITEM:** B-1

**TOPIC:** Executive Director's Report

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Accept as Information

**BACKGROUND/DISCUSSION:**

**Operations:**

Staff celebrated the Employee of the Quarter BBQ on October 31<sup>st</sup> and awarded the EOQ to RTA Technician Jose Flores, who will join us at the Board meeting. Congratulations to Jose, who has the distinction of progressing from a Utility Worker to our first-ever mechanic Apprentice to his current (for now!) Technician C position. Based on his work ethic and capabilities, I expect he will continue to grow and contribute strongly to our agency.

Since the previous RTA Board meeting, one new Bus Operator candidate completed training and is operating in revenue service. Please join me welcoming Raymond to the RTA team. We currently have no new candidates in the training program, but we are continually seeking new candidates to fill the ten open Bus Operator positions. Please also welcome new team members in the Maintenance department, Technician A Isai and Apprentice Emmanuel.

**Service Planning & Marketing:**

On October 7<sup>th</sup>, several RTA staff members demonstrated an El Dorado Corporation hydrogen fuel-cell electric bus as a trial to determine if it could meet an important minimum performance requirement over the Cuesta Grade: the ability to maintain a minimum 29 mph speed. Unfortunately, the loaner hydrogen bus from Sunline Transit in Palm Springs dropped to 14 mph and eventually failed – having to pull over on the side of the road while the fuel-cell recharged the battery buffer system. The manufacturer is evaluating the data generated on this trial to determine what changes to the drive system could be incorporated into future iterations in order to better operate on steep grades. Until it is proven to work in our operating environment, hydrogen fuel-cell technology will be considered infeasible on RTA Route 9.

Our partners at CAPSLO recently developed an information video about its Adult Day Center in Paso Robles. The ADC provides care for seniors with Alzheimer's and other forms of dementia, as well as respite for their family caregivers. It includes a nice

“shout-out” about RTA Runabout service. Staff will share that video at the Board meeting.

Staff has been working with its consulting team to complete a joint Short-Range Transit Plan (SRTP) for SoCo Transit and the rural dial-a-ride programs funded separately by the County (in Shandon, Templeton and Nipomo). All five working papers are posted on our website, and we expect to receive the draft recommendations in the coming weeks. Staff will conduct public meetings on January 15<sup>th</sup>, culminating in a Public Hearing on January 22<sup>nd</sup> during a SoCo Transit Board meeting.

### **Bus Maintenance Facility Update:**

The RTA submitted the BMF to the San Luis Obispo Community Development Department for expedited Plan Review on October 11<sup>th</sup>. We expect an updated review schedule from the City in mid-November; we hope that the project can be entitled according to the preliminary agreement by mid-January 2020. That will allow us to begin the construction bidding process in March 2020 as planned.

We received three statements of qualifications submittals in response to our solicitation for Construction Management services. Our selection committee will conduct interviews on November 11<sup>th</sup>, and staff expects to bring the resulting agreement to the Board for consideration at the December 11<sup>th</sup> special meeting.

Our design consultants are working closely with City and Caltrans officials to develop the design for the realigned Elks Lane roadway. A challenge has arisen regarding how the new east-west alignment will tie-in to the existing north-south roadway near the southwest corner of the Sunset Drive-In Theater’s property. A “knuckle” intersection (similar to the one behind Trader Joe’s at Cross/Short Streets) is being considered, but the early design solution will encroach on Caltrans right-of-way near the planned new Prado Overpass northbound on-ramp to US-101. Due to timing of both the BMF and Overpass projects, there might be a need to implement an interim T-intersection solution that provides vehicle access to the BMF. Another challenge is completion of the Elks Lane realignment adjacent to the new CAPSLO Homeless Services Center – it needs to be completed before the Overpass project is implemented and hopefully before the BMF project is completed. Staff will focus on helping the City find a workable and affordable solution in the coming weeks.

Staff also received the engineer’s final construction cost estimate on October 28<sup>th</sup>: \$24,390,000 including design contingency and market factor prorates. This estimate also includes bid-alternate options such as the Photovoltaic Bus Parking Canopy under which future battery-electric bus recharging cables/infrastructure would be mounted; that option alone is almost \$800,000 before mark-ups. Staff will use the engineer’s estimate as we continue to seek TIFIA and other funding mechanisms with our financial advisors. It should be noted Deputy Director/CFO Tania Arnold and I will accompany our financial advisors to Washington, DC in the coming weeks to present our project to

the TIFIA program team. Assuming the meetings can be scheduled in time, we will provide an update to the RTA Board at its December 11<sup>th</sup> special meeting.

This engineer's cost estimate document, as well as the Electrification-Readiness Plan commissioned as part of the design contract, has helped us more precisely define the costs of battery-electric bus (BEB) infrastructure needs of the project. Staff submitted a second-round AB-617 grant application to the SLO APCD on October 25<sup>th</sup> to fund the first phase of bus electrification, including the canopy mentioned above.

### **Finance and Administration:**

Eight members of the RTA team participated in the fourth Central Coast Transit Summit at the new Monterey-Salinas operating and maintenance facility on September 19<sup>th</sup>. Other participants attended from the host agency, Santa Cruz METRO and San Benito County Express. The agenda for the meeting is attached at the end of my report.



After months of submitting requested documents, the RTA completed its on-site FTA Triennial Review on October 24<sup>th</sup> and 25<sup>th</sup>. Of the roughly 300 review areas, the contracted reviewer preliminarily found three minor deficiencies that will be transmitted in a draft report to me by November 26<sup>th</sup>. Staff has already altered our procedures to address one issue (providing reasons in writing when denying Runabout eligibility), and we are working with our subrecipient to address the two others (develop a written

subrecipient agreement, and adding recipient's assets to RTA's Transit Asset Management plan). The latter will require ratification by the Board before April 2020.

Staff is currently providing desk review items to our TDA Triennial Auditor, with a site visit planned for December 18<sup>th</sup> and 19<sup>th</sup>. An administrative draft report should be completed in the first quarter of 2020; the full report will ultimately be considered by the SLOCOG Board in spring. Staff is also working with our human resources consultant (CPS) to complete a review of our procedures and policies. We expect a report of findings and recommendations in mid-November, and we will provide a summary to the Board at the January 8, 2020 meeting.

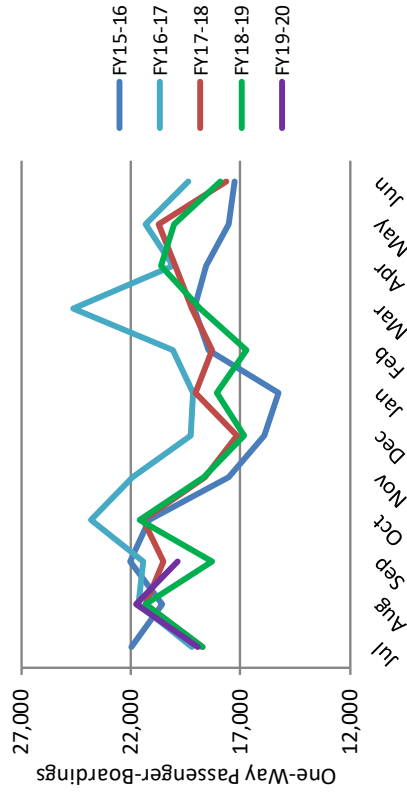
The Ticket Vending Machine that we installed in the County Public Works building foyer officially went live on October 31<sup>st</sup>, following weeks of stops-n-starts encountered by the vendor. Thanks to Omar McPherson for helping with back-end computer programming coordination, and to Tania Arnold for ensuring the ever-moving financial side of things was appropriately handled.

Our unaudited operating and financial results for the first three months of fiscal year 2019-20 are presented in the tables at the end of this report. This tabular information is summarized as follows:

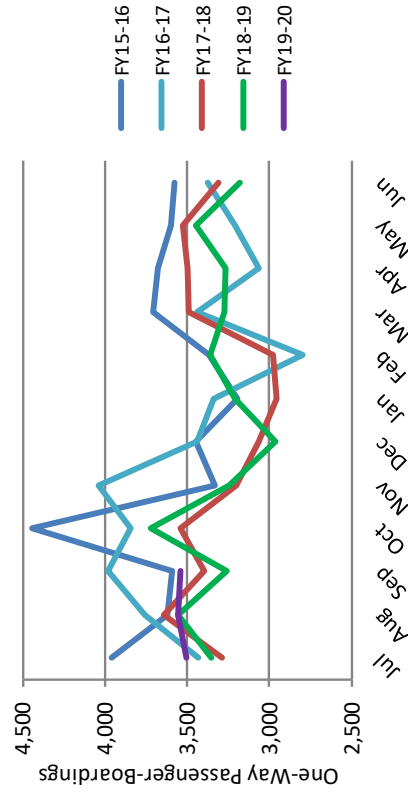
- RTA core fixed-route ridership totaled 182,434. In comparison, the ridership for the same period last year was 181,604, which represents an increase of 0.5%. See the graphs on page B-1-6 for details on each fixed-route's ridership trends over the past five fiscal years.
- Runabout ridership totaled 10,604, which is a 4.2% increase for the first three months of FY19 -20 in comparison to the previous year (10,174). The graphs on page B-1-6 show that July and August experienced similar ridership levels, while we experienced a relatively large increase in September. Staff continues to look for ways to reduce Runabout demand and/or reduce costs for this highly-subsidized and federally mandated program.
- Trends over the past five years for productivity, which is defined as the average number of passenger-boardings per service hour, are trending favorably over the recent prior years. See page B-1-7 for details.
- In terms of unaudited financial results, staff worked hard to keep operating and capital costs within budget in light of the stabilizing ridership. See the tables on pages B-1-8 and B-1-9 for details. Some important takeaways include:
  - In terms of overall non-capital expenses, we are roughly 89.4% of the year to date budget – 22.4% spent though 25% of the fiscal year.

- Administrative costs are well below budget (21.4% actual through 25% of the fiscal year). Part of this is due to the temporary vacancy in the Grants and Financial Manager position.
- Overall Service Delivery costs equated to 90.2% of YTD budget (22.5% vs 25% of the fiscal year). These costs include both day-to-day operations and vehicle maintenance activities. The costs for fuel, parts and maintenance contract costs were slightly above budget.
- The farebox recovery ratio for core fixed-route services equated to 20.3%, while Runabout achieved a ratio of 4.7%. The RTA's results for this performance measure below the SBP standard of 25%, yet they are still above the 15.8% TDA requirement established by SLOCOG for FY19-20.
- The subsidy per passenger-trip on core fixed-route services is \$5.98 and for Runabout it was \$75.72. As noted during the July 2019 RTA Board meeting, when fare-free fixed-route use by Runabout eligible riders is included, the overall Runabout-eligible subsidy per passenger-trip is actually quite lower – much more in-line with nationwide experience in larger, more-dense urban areas.

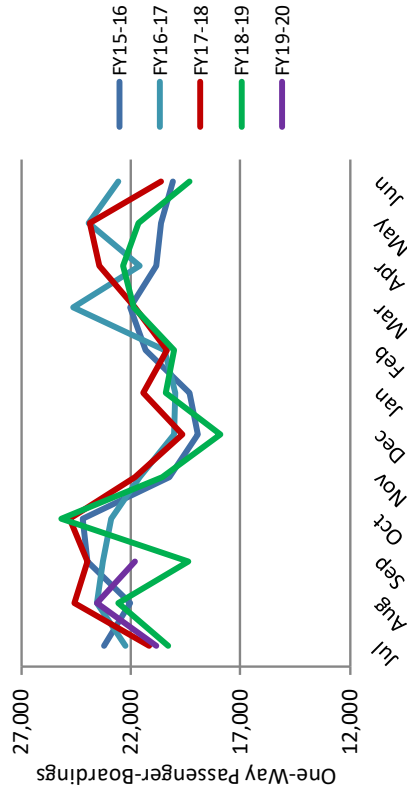
**RTA Route 10 Ridership By Month**



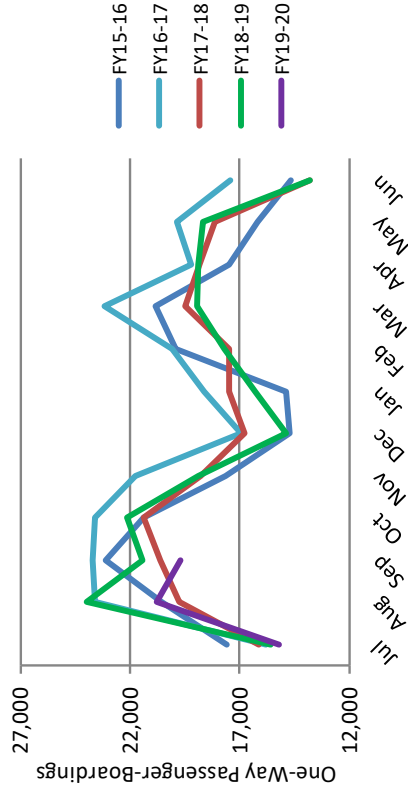
**RTA Runabout Ridership by Mo.**



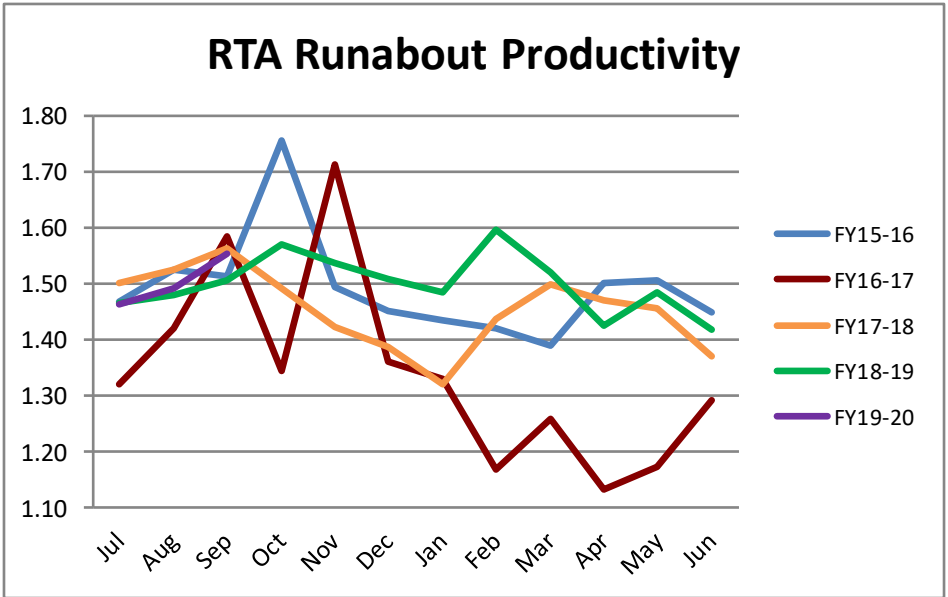
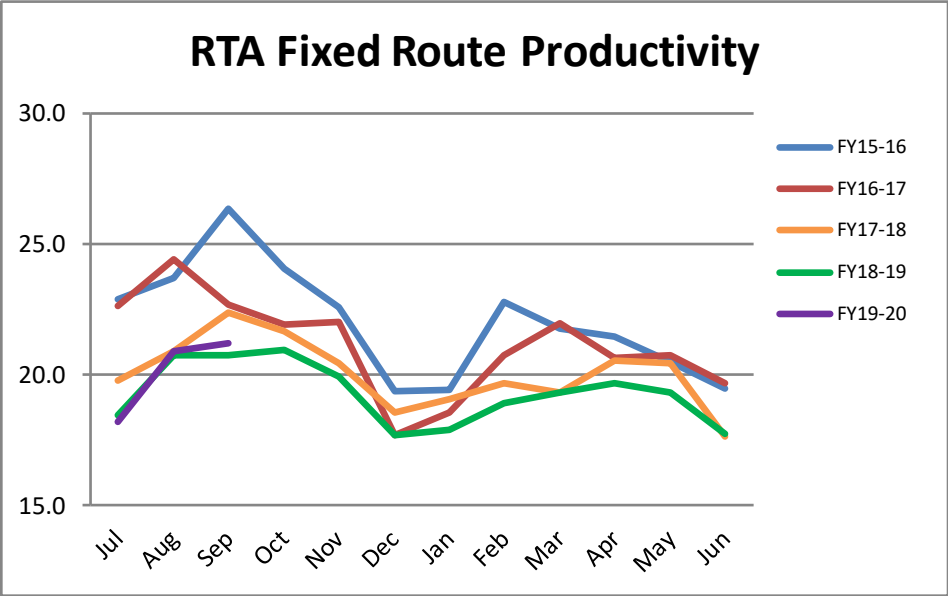
**RTA Route 9 Ridership By Month**



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









SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

		Adopted Budget FY 2019-20	August Actual	September Budget	September Actual	September Variance	Year to Date FY 2019-20	Percent of Total Budget FY 2019-20
	Hours	70,210	6,212	5,851	5,776	75	18,042	25.7%
	Miles	1,563,240	139,701	130,270	131,224	(954)	405,298	25.9%
<b>Administration:</b>								
Labor	operations cost	879,630	62,011	73,303	66,377	6,925	183,621	20.9%
Labor - Administration Workers Comp	operations cost	51,300	-	-	-	-	11,834	23.1%
Office Space Rental	operations cost	476,920	37,985	39,743	36,465	3,278	109,396	22.9%
Property Insurance	operations cost	20,710	-	-	-	-	24,384	117.7%
Professional Technical Services	operations cost	112,860	13,956	9,405	34,808	9,405	39,251	34.8%
Professional Development	operations cost	44,970	7,976	3,748	1,762	1,986	9,738	21.7%
Operating Expense	operations cost	292,950	21,639	24,413	18,291	6,121	48,771	16.6%
Marketing and Reproduction	hourly	133,240	7,874	11,103	4,173	6,930	12,483	9.4%
North County Management Contract	operations cost	(43,030)	(3,586)	(3,586)	(3,586)	-	(10,758)	25.0%
County Management Contract	operations cost	(88,680)	(7,390)	(7,390)	(7,390)	-	(22,170)	25.0%
SCT Management Contract	operations cost	(122,650)	(10,221)	(10,221)	(10,221)	-	(30,663)	25.0%
	<b>Total Administration</b>	<b>1,758,220</b>	<b>130,243</b>	<b>140,518</b>	<b>140,681</b>	<b>(163)</b>	<b>375,888</b>	<b>21.4%</b>
<b>Service Delivery:</b>								
Labor - Operations	hourly	5,086,120	361,977	423,843	378,065	45,779	1,110,703	21.8%
Labor - Operations Workers Comp	hourly	347,120	-	-	-	-	80,074	23.1%
Labor - Maintenance	hourly	1,121,220	70,031	93,435	71,667	21,768	213,195	19.0%
Labor - Maintenance Workers Comp	hourly	101,580	-	-	-	-	23,433	23.1%
Fuel	miles	1,048,730	88,498	87,394	88,879	(1,485)	263,763	25.2%
Insurance	miles	677,570	55,952	56,464	55,952	513	167,855	24.8%
Special Transportation (for SLOCAT and Paso)	n/a	44,900	3,755	3,742	3,284	458	10,574	23.5%
Avila Trolley	n/a	63,590	3,974	10,598	7,731	2,867	20,965	33.0%
Maintenance (parts, supplies, materials)	miles	628,670	71,823	52,389	49,064	3,325	159,328	25.3%
Maintenance Contract Costs	miles	125,900	9,461	10,492	10,364	128	33,889	26.9%
	<b>Total Operations</b>	<b>9,245,400</b>	<b>665,470</b>	<b>738,358</b>	<b>665,005</b>	<b>73,352</b>	<b>2,083,779</b>	<b>22.5%</b>
<b>Capital/Studies:</b>								
Computer System Maintenance/Upgrades		46,020	-	5,300	3,466	-	3,466	7.5%
Miscellaneous Capital		89,460	400	-	-	-	400	0.4%
Specialized Maintenance Tools		252,860	-	2,500	2,223	277	2,223	0.9%
Bus Stop Improvements/Bus Stop Solar Lighting Vehicles		880,700	-	-	-	-	-	0.0%
Cutaway and Dial A Ride Vehicles		555,200	-	-	-	-	5,000	0.9%
Runabout Vehicles and Equipment		1,824,240	400	7,800	5,689	2,111	11,089	0.6%
	<b>Total Capital Outlay</b>	<b>1,824,240</b>	<b>400</b>	<b>7,800</b>	<b>5,689</b>	<b>2,111</b>	<b>11,089</b>	<b>0.6%</b>
<b>Contingency</b>	hourly	132,040	-	11,003	-	11,003	-	0.0%
<b>Elks Lane Project</b>		499,990	-	220,000	220,204	(204)	225,204	45.0%
<b>Management Contracts</b>		254,360	21,197	21,197	21,197	-	63,590	25.0%
<b>TOTAL FUNDING USES</b>		<b>13,714,250</b>	<b>817,310</b>	<b>1,138,875</b>	<b>1,052,776</b>	<b>86,099</b>	<b>2,759,549</b>	<b>20.1%</b>
<b>TOTAL NON-CAPITAL EXPENDITURES</b>		<b>11,390,020</b>	<b>816,910</b>	<b>911,075</b>	<b>826,883</b>	<b>84,192</b>	<b>2,523,257</b>	<b>22.2%</b>

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
YEAR TO DATE THRU SEPTEMBER 30, 2019  
CURRENT FISCAL YEAR - 2019/2020**

	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	RUNABOUT	SYSTEM TOTAL
<b>REVENUES:</b>										
FARES	\$ 95,933	\$ 101,527	\$ 64,349	\$ 7,595	\$ 8,537	\$ 277,941	\$ 32,312	\$ 1,586	\$ 39,469	\$ 351,307
<b>TOTAL ROUTE REVENUES</b>	\$ 95,933	\$ 101,527	\$ 64,349	\$ 7,595	\$ 8,537	\$ 277,941	\$ 32,312	\$ 1,586	\$ 39,469	\$ 351,307
<b>EXPENDITURES:</b>										
ADMINISTRATION	\$ 90,442	\$ 76,242	\$ 49,325	\$ 4,122	\$ 21,023	\$ 241,154	\$ 8,837	\$ 1,920	\$ 187,722	\$ 439,633
MARKETING	4,646	3,910	2,533	264	1,130	12,483	-	-	-	12,483
OPERATIONS/CONTINGENCY	302,672	261,516	165,110	13,708	72,812	815,818	140,336	27,311	558,890	1,542,354
FUEL	67,188	65,893	36,836	3,385	19,318	192,620	16,708	1,250	47,765	258,343
INSURANCE	37,212	36,495	20,401	1,874	10,701	106,684	8,785	1,258	47,989	164,716
<b>TOTAL EXPENDITURES</b>	\$ 502,160	\$ 444,056	\$ 274,205	\$ 23,354	\$ 124,984	\$ 1,368,759	\$ 174,666	\$ 31,739	\$ 842,366	\$ 2,417,530
<b>FAREBOX RATIO</b>	19.1%	22.9%	23.5%	32.5%	6.8%	20.3%	18.5%	5.0%	4.7%	14.5%
<b>SERVICE MILES</b>	91,583.8	89,821.0	50,206.3	4,598.3	26,348.5	262,557.9	21,632.2	3,151.0	118,016.0	405,357.1
<b>SERVICE HOURS</b>	3,407.0	2,871.0	1,857.4	155.4	793.4	9,084.2	1,559.7	337.9	7,060.6	18,042.4
<b>RIDERSHIP (Automatic Counters)</b>	66,194	60,555	44,302	5,578	5,805	182,434	28,948	632	10,604	222,618
<b>RIDERS PER MILE</b>	0.72	0.67	0.90	1.21	0.23	0.69	1.34	0.20	0.09	0.55
<b>RIDERS PER HOUR</b>	19.3	20.8	24.3	35.9	7.8	20.1	18.6	1.9	1.5	12.3
<b>COST PER PASSENGER</b>	\$ 7.59	\$ 7.33	\$ 6.19	\$ 4.19	\$ 21.53	\$ 7.50	\$ 6.03	\$ 50.22	\$ 79.44	\$ 10.86
<b>SUBSIDY PER PASSENGER</b>	\$ 6.14	\$ 5.66	\$ 4.74	\$ 2.83	\$ 20.06	\$ 5.98	\$ 4.92	\$ 47.71	\$ 75.72	\$ 9.28



## **MST WELCOMES, SANTA CRUZ METRO, SLO RTA AND SAN BENITO LTA**

**SEPTEMBER 19, 2019**

**Monterey Bay Operations and Maintenance Facility**

**One Ryan Ranch Road, Monterey, CA**

### **AGENDA**

Arrivals - Coffee and snacks (Conference Room C, 1st Floor)

#### **10:00am – 11:00am**

- Safety Briefing and Introductions
- Welcome and Presentations (Carl Sedoryk – Alex Clifford – Geoff Straw - Mary Gilbert)

#### **11:00am – 1:30pm**

- Departmental Breakout Sessions
  - Leadership (EOC Office, 2nd Floor)
  - Maintenance / Facilities (Capital Projects and Facilities Office, 2nd Floor)
  - Finance / Purchasing / Grants (Conference Room B, 1st Floor)
  - Service Delivery / Paratransit / Mobility Management (COO Office, 2nd Floor)
  - Human Resources (Senior Supervisor Office, 1st Floor)
  - Marketing / Customer Service / Planning (Conference Room A, 1st Floor)
  - Safety / Security / Training / Risk Management (Training Room, 1st Floor)
  - Information Technology (IT Office, 2nd floor)

**Noon – 1:00pm (GRAB LUNCH - 2nd Floor - AND CONTINUE BREAKOUT SESSIONS)**

#### **1:00pm – 1:30pm (Conference Room C)**

- Tour New Monterey Bay Operations and Maintenance Facility Building (Carl Wulf, Robert Weber, Norm Tuitavuki)

#### **1:30pm – 2:30pm (Conference Room C)**

- Closing Comments/Lessons Learned by Breakout Group
- Closing Comments (Carl Sedoryk – Alex Clifford – Geoff Straw - Mary Gilbert)

#### **2:30pm**

- Adjourn



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

**AGENDA ITEM:** B-2

**TOPIC:** Administrative, Management and Confidential Employees' Retirement Plan

**ACTION:** Receive and File

**PRESENTED BY:** Pete Rodgers

**STAFF RECOMMENDATION:** Accept Report on Transferring Retirement Plan from CalPERS to County Pension Trust

**BACKGROUND/DISCUSSION:**

The RTA has had a contract with the California Public Employees' Retirement System (CalPERS) since 1994, and administrative, management and confidential employees are offered participation in the CalPERS defined benefit retirement program. To reduce potential future financial obligations, the RTA Board adopted a Resolution of Intention to Terminate the CalPERS contract at its January 9, 2019 meeting. At its October 2, 2019 meeting, the RTA Board adopted a resolution requesting approval to join the County Pension System. The Board appointed an ad hoc committee to consider the benefits and liabilities of terminating the CalPERS contract and joining the County Pension System.

Staff continues to work with CalPERS officials to determine the financial and other implications of terminating the CalPERS contract. Staff also continues to work with County Pension Trust officials to transfer current CalPERS enrollees into the County Pension System. Staff anticipates that the Board will consider the required action at a special December 11, 2019 Board meeting in order to complete the steps necessary for transfer to the County retirement plan.

**Staff Recommendation**

Receive and file report.

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

**AGENDA ITEM:** C-1

**TOPIC:** Fiscal Year 2019-20 Capital Budget Amendment

**ACTION:** Bring FY19-20 Capital Budget Amendment to Board for Approval

**PRESENTED BY:** Tania Arnold

**STAFF RECOMMENDATION:** Approve Capital Budget Amendment

**EXECUTIVE COMMITTEE AND RTAC RECOMMENDATION:** Approve

**SUMMARY:**

The Fiscal Year 2019-20 RTA operating and capital budget was adopted on May 1, 2019 and was based on a range of assumptions, including pending delivery dates for FY18-19 capital projects. At this time, staff is bringing back capital items that are being carried over from FY18-19 to FY19-20. Please note, none of the carried-over capital project require additional funds.

The following is a detailed description of the proposed budget adjustments that have been incorporated and highlighted in the amended budget on the following pages with financial implications noted in the descriptions below.

1. Computer System Maintenance/Upgrades: \$9,500 comprised of State Transit Assistance (STA) Funds used for computer replacements.
2. Maintenance Equipment: \$25,310 funded with Federal Transit Assistance (FTA) Section 5307 Funds and STA for items such as a parts washer to improve the safety and efficiency of the shop.
3. Specialized Maintenance Tools: \$85,200 funded with FTA Section 5307 and STA for specialized shop tools, mobile column vehicle lift, and heavy-duty floor scrubber.
4. Vehicle Intelligent Transportation System: \$17,350 funded with Proposition 1B Safety and Security funding to implement continued improvements to the Transit Tracker system.

5. Bus Stop Improvements / Bus Stop Solar Lighting: \$136,860 funded with a mix of Proposition 1B Safety and Security, FTA Section 5307 and FTA Section 5339 to complete the downtown transit center improvements and the improvements identified in the Bus Stop Improvement Plan adopted by the Board in March 2017.
6. Support Vehicle: \$18,000 comprised of STA Funds used for the purchase of a replacement staff support vehicle.
7. Cutaway and Dial-A-Ride Vehicles: \$5,000 comprised of STA Funds for the purchase of replacement mobile data tablets.
8. Short Range Transit Plan – Nipomo: \$22,750 comprised of STA Funds for the County portion of the Short Range Transit Plan currently being conducted for South County Transit and the County Dial A Ride programs.
9. Bus Maintenance Facility Project: \$1,762,190 which includes funding FTA Section 5307, STA SB1 State of Good Repair, and STA SB1 Augmentation for design and engineering.

As noted above, the net effect for the above referenced budget adjustments results in no financial impact on the jurisdictions.

Note that on September 25, 2018 the RTA was allocated a Department of Transportation grant to help fund the new RTA Bus Maintenance Facility that is currently in design review at the City of San Luis Obispo Community Development Department. The amount awarded was \$6.285 million, which was the largest grant amount awarded in California and was made possible by a unique community partnerships between the RTA, SLOCOG, CAPSLO, the City, and County of San Luis Obispo. These funds are not included in this budget amendment, since it will be used for construction which will be begin after the current fiscal year.

**Staff Recommendation**

Approve the budget amendment as indicated in the staff report.

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

	2018/2019 COMBINED ACTUAL	2019/2020 ADOPTED CAPITAL BUDGET	2019/2020 AMENDED CAPITAL BUDGET	2019/2020 ADOPTED SLOCAT BUDGET	2019/2020 ADOPTED N. COUNTY BUDGET	2020/2021 PROJECTED CAPITAL BUDGET	2020/2021 PROJECTED SLOCAT BUDGET	2020/2021 PROJECTED N. COUNTY BUDGET
FUNDING SOURCES:								
CAPITAL PROJECTS RESERVE	1,039,110	530,800	530,800	119,330	342,580	512,610	119,330	5,320
1. ESTIMATED FUND BALANCE	1,039,110	530,800	530,800	119,330	342,580	512,610	119,330	5,320
2. LESS REQUIRED RESERVES FOR FISCAL YEAR								
CAPITAL PROJECTS RESERVE	992,710	512,610	512,610	119,330	5,320	470,457	5,430	5,320
TOTAL	992,710	512,610	512,610	119,330	5,320	470,457	5,430	5,320
3. FUND BALANCE AVAILABLE	46,400	18,190	18,190	-	337,260	42,153	113,900	-
<b>NON TDA SOURCES</b>								
STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION	482,339	469,410	638,131	22,750	5,190	469,410	-	-
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)	-	-	-	-	-	-	-	-
PROPOSITION 1B FUNDING - SAFETY & SECURITY	36,600	-	98,390	-	-	-	-	-
STA SB1 AUGMENTATION (Prior Years) & STATE OF GOOD REPAIR	165,681	-	1,029,320	-	-	400,000	-	-
PROPOSITION 1B FUNDING - BUS REPLACEMENT & BUS MAINTENANCE FACILIT	659,015	-	9,800	-	-	-	-	-
CONGESTION MITIGATION AND AIR QUALITY (CMAQ)	396,000	-	-	-	-	-	-	-
RURAL TRANSIT FUND (Capital)	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	1,069,983	290,640	534,890	-	-	263,520	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5309) - State of Good Repair	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5339) - Bus and Bus Facilities	942,506	-	-	-	-	6,285,000	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-North County)	431,812	351,900	697,330	-	538,250	294,150	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-South County)	969,983	290,640	486,890	-	-	263,520	-	-
4. SUB TOTAL	5,153,917	1,402,590	3,494,750	22,750	543,440	7,975,600	-	-
5. TOTAL FUND BALANCE & NON TDA FUNDING		1,420,780	3,512,940	22,750	880,700	8,017,753	113,900	-
6. NET TDA REQUIREMENTS/FINANCING NEEDED FOR BUS MAINTENANCE FACILITY	-	-	-	-	-	5,752,467	-	-
7. TOTAL FUNDING SOURCES	5,200,317	1,420,780	3,512,940	22,750	880,700	13,770,220	113,900	-
8. FUNDING USES:								
CAPITAL	4,988,014	1,420,780	3,512,940	22,750	880,700	13,770,220	113,900	-
LOAN PAYDOWN	212,303	-	-	-	-	-	-	-
9. TOTAL FUNDING USES	5,200,317	1,420,780	3,512,940	22,750	880,700	13,770,220	113,900	-

	Actual Capital Expenditures FY 2018-19	Adopted Capital Budget FY 2019-20	Amended Capital Budget FY 2019-20	Projected Capital Budget FY 2020-21	Projected Capital Budget FY 2021-22	Projected Capital Budget FY 2022-23	Projected Capital Budget FY 2023-24
<b>Capital Expenditures</b>							
<b>Capital/Studies:</b>							
<b>Computer System Maintenance/Upgrades</b>	33,869	46,020	55,520	48,320	50,740	53,280	55,940
Miscellaneous Capital	-	-	-	-	-	-	-
Maintenance Equipment	-	-	25,310	-	-	-	-
<b>Specialized Maintenance Tools</b>	-	89,460	174,660	-	-	-	-
<b>Desks and Office Equipment</b>	-	-	10,000	-	-	-	-
Radios	-	-	-	6,600	-	-	-
Vehicle ITS/Camera System	43,991	-	17,350	-	-	-	-
<b>Bus Stop Improvements/Bus Stop Solar Lighting</b>	103,960	252,860	389,720	265,500	278,780	292,720	307,360
Bus Rehabilitation	-	-	-	-	-	-	-
Vehicles	-	-	-	-	-	-	-
<b>Support Vehicles</b>	-	-	18,000	56,700	63,000	-	-
<b>40' Coaches</b>	3,144,199	-	-	631,800	1,326,700	4,875,600	-
Trolley replacement vehicles	-	-	-	-	-	253,300	-
<b>Cutaway and Dial A Ride Vehicles</b>	83,793	880,700	880,700	113,900	-	133,000	-
<b>Runabout Vehicles</b>	668,692	555,200	560,200	261,300	316,600	-	-
<b>Total Capital Outlay</b>	4,078,504	1,824,240	2,131,460	1,384,120	2,035,820	5,607,900	363,300
<b>Loan Pay down</b>	212,303	-	-	-	-	-	-
<b>Short Range Transit Plans - Nipomo</b>	-	-	22,750	-	-	-	-
<b>Elks Lane Project</b>	909,510	499,990	2,262,180	12,500,000	12,500,000	-	-
<b>TOTAL FUNDING USES</b>	5,200,317	2,324,230	4,416,390	13,884,120	14,535,820	5,607,900	363,300

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

**AGENDA ITEM:** C-2

**TOPIC:** Equal Employment Opportunity Plan Update

**ACTION:** Adopt

**PRESENTED BY:** Tania Arnold, Deputy Director/CFO

**STAFF RECOMMENDATION:** Adopt and Submit EEO Plan to the Federal Transit Administration (FTA)

**BACKGROUND/DISCUSSION:**

The Federal Transit Administration (FTA) requires an update of an agency's Equal Employment Opportunity (EEO) Plan every three years to remain eligible for federal funding and grant opportunities. The last update of the RTA's EEO Plan occurred in 2016.

**Equal Employment Opportunity Program**

The EEO Plan confirms the RTA Board's commitment to pursue equal employment opportunity regardless of race, religion, color, national origin, sex, height, weight, marital status, age or disability as defined by federal law in the RTA's relationship with applicants for employment, current employees of the RTA and the general public.

In 2019, the RTA was determined to meet EEO employment thresholds and is now required to move from an abbreviated plan, as was adopted in 2016, to a full EEO Plan. Primary revisions to the plan include a workforce utilization analysis and employment goals and timetable.

**Staff Recommendation**

Adopt the updated EEO Plan and authorize staff to submit to the FTA.

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**EQUAL EMPLOYMENT OPPORTUNITY PLAN**  
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**Plan Years**  
**2019- 2023**

**DRAFT**  
**Scheduled for Board Adoption: November 6, 2019**

**EEO Contact Information:**

**Tania Arnold**  
**Deputy Director/Chief Financial Officer**  
**EEO Program Officer**  
**Office: 805.781.4397**  
**[EEOprogram@slorta.org](mailto:EEOprogram@slorta.org)**

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

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**EQUAL EMPLOYMENT OPPORTUNITY PLAN**  
**Adopted: November 6, 2019**

## **INTRODUCTION**

### Overview

The San Luis Obispo Regional Transit Authority (RTA) provides intercommunity public transportation. The RTA's service area includes all of San Luis Obispo County and extends into Santa Barbara County to the south. The RTA provides regional fixed-route service (RTA) and Americans with Disabilities Act (ADA) complementary paratransit service (Runabout).

The RTA is a JPA (Joint Powers Authority) in San Luis Obispo County that operates bus service connecting cities throughout San Luis Obispo County (and beyond), including Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, San Luis Obispo and more. The RTA also oversees the administration of South County Transit (SCT) which operates in the Five Cities area of Shell Beach, Pismo Beach, Grover Beach, Oceano and Arroyo Grande.

### EEO Purpose

The RTA is committed to providing a workplace free of discrimination, harassment and retaliation. This document is a description of the RTA's Equal Employment Opportunity (EEO) Plan which contains employment goals for women and minorities that are in compliance with the requirements set forth in the Federal Transit Administration (FTA) Circular 4704.1 (Equal Employment Opportunity Program Guidelines for Grant Recipients), dated July 26, 1988, and include the following:

1. A description of responsibility for implementing, monitoring, and evaluating the EEO Plan
2. RTA job titles categorized into seven of the eight applicable EEO job classifications
3. Employment goals identified for women and minority employees (Black/African Americans, Hispanic/Latino, Asian, Native Hawaiian/Pacific Islanders, American Indians/Alaskan Natives and two or more races)
4. Employment goals developed for males and females within each minority group
5. A description of the analysis performed to establish the employment goals, programs and activities to achieve the employment goals
6. A description of past and future enhancements to the EOP

This Program is designed to assist staff in implementing the RTA's EEO Plan. Programs, activities and responsibility to achieve goals are included in this update. This EEO Plan covers the period from October 1, 2019 through September 30, 2023 and supersedes previous EEO Plan documents. The EEO Plan is intended to enhance the RTA's continued commitment to providing equal employment opportunities to all employees and applicants and to achieve the full utilization of all employees' skills and talent.

### EEO History

This RTA EEO Plan is an update to the previous abbreviated plans adopted by the RTA Board of Directors dated September 2016 and May 2012 and incorporates both new and revised standards. The EEO Plan will be reviewed and updated, at a minimum, every four years or as major changes occur

**EQUAL EMPLOYMENT OPPORTUNITY PLAN**

**Adopted: November 6, 2019**

in the workforce or employment conditions, whichever comes first. It is anticipated that this Plan would be reviewed by the RTA staff annually to reflect changing conditions and progress.

**EQUAL EMPLOYMENT OPPORTUNITY PLAN**  
**Adopted: November 6, 2019**

**I. POLICY STATEMENT**

1. The RTA has a strong commitment to the community we serve and to our employees. As an equal opportunity employer, the RTA strives to have a workforce that reflects the communities we serve.
2. It's the policy of the RTA and its departments and agencies to pursue equal employment opportunity regardless of race, color, national origin, sex (including gender identify, sexual orientation, and pregnancy), age, genetic information, disability, height, weight, marital status, veteran status, disability, or protected class as defined by federal and state law in our relationship with applicants for employment, employees of the department/agency, and the public.
3. The RTA is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religions, absent undue hardship.
4. All employees and applicants for employment have the right to file complaints alleging discrimination. Retaliation against a person while files a charge of discrimination, participated in an employment discrimination proceeding (such as an investigation of lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.
5. The RTA commits to undertake an affirmative action program that will include goals and timetables in order to overcome the effects of past discrimination on minorities and women.
6. Where there is evidence of the present effects of past discrimination (inadvertent or intentional), a narrowly tailored remedy may be warranted. Any such affirmative action plan must be prepared in advance by the Executive Director or their designee, in accordance with Civil Service Rules, Regulations and applicable law, and then submitted to the RTA Board of Directors for its review and approval.
7. Deputy Director/Chief Financial Officer maintains overall responsibility and accountability for RTA's compliance with its EEO Plan and sill serve as the EEO Officer for the RTA including plan preparation, implementation, monitoring and complaint investigation.
8. All RTA executive, management and supervisory personnel shall share in the responsibility for implementing and monitoring the RTA's EEO Plan within their respective areas to assure compliance is achieved.
9. As part of the annual evaluation process, managers and supervisors will be evaluated on their contribution to the success of the EEO Plan as achievement of the EEO goals provide benefits to the RTA through a fuller utilization and development of previously underutilized human resources.
10. The RTA commits to sustaining a diverse workforce that acts upon its daily responsibility to treat all applicants and employees with dignity and response, as well as equitably under the guidelines or our EEO Plan which will be made available for inspection by any employee or applicant for employment upon request.

---

Executive Director      Date  
Geoff Straw

---

Deputy Director/Chief Financial Officer      Date  
Tania Arnold

## **II. DISSEMINATION AND COMMUNICATION OF PLAN**

The RTA has identified formal communication mechanisms to publicize and disseminate the EEO plan, as well as appropriate elements of the plan, to its employees, applicants and the general public. The EEO Plan will be communicated in the following manner:

### Internal

1. Copy of the EEO Policy Statement and full EEO Plan shall be provided to any RTA employee or applicant at time of hire or upon request
2. The EEO Plan shall be made available on the RTA intranet
3. Presenting and discussing the EEO plan shall be part of new employee orientation and employee training programs
4. Posting of the official EEO Posters and the EEO policy statement in conspicuous facility locations (such as bulletin boards, breakrooms and meeting rooms)
5. A copy of the EEO Policy Statement shall be included with annual W2 paychecks
6. Executive, managerial, and supervisory personnel will be advised of the EEO Plan, changes and updates, through semiannual meetings and/or training, with emphasis on individual responsibilities for implementation of the policy
7. Periodic EEO training shall be conducted for all employees, managers and new supervisors (within 90 days of appointment)
8. Periodic meetings with employees and affinity groups to seek input on the EEO program and its implementation

### External

1. EEO Plan shall be made available on the RTA website
2. Notifications of the EEO Plan shall be provided to recruitment sources and community groups
3. Employment advertising including but not limited to applications and recruitment advertisements, (such as newspapers, websites or social media) shall indicate the RTA as an equal employment opportunity employer
4. Including the EEO policy summary clause in contracts with vendors where appropriate.
5. The EEO Policy Statement shall be shared when participating in job fairs

The dissemination of the RTA's EEO Plan and Affirmative Action Policy is not limited to the above referenced items. As considered appropriate, RTA shall utilize whatever means necessary to convey the organization's commitment to equal employment opportunities.

### Review

The EEO Plan will be reviewed and updated annually as determined by the EEO Officer to address the subjects of recruitment, employment, training, promotion and transfer of employees. The RTA will submit an updated EEO plan to the RTA Board of Directors every four (4) years for its approval.

## **III. DESIGNATION OF EEO PERSONNEL & RESPONSIBILITIES**

As part of the RTA's efforts to ensure equal employment opportunity to all individuals, specific responsibilities have been designated to various staff to ensure that the EEO plan focuses on all

**EQUAL EMPLOYMENT OPPORTUNITY PLAN**  
**Adopted: November 6, 2019**

components of the employment system. To that end, the following responsibilities have been assigned. (Attachment A Organization Chart)

Implementation & Administration of Equal Employment Opportunity Activities

The Executive Director, in cooperation with the Deputy Director/Chief Financial Officer of the RTA shall implement this Equal Employment Opportunity (EEO) Plan and submit the plan to the RTA Board of Directors for its approval. The plan shall be consistent with applicable law.

The Deputy Director/Chief Financial Officer, or their designee, is responsible to undertake activities necessary to implement equal employment opportunity activities consistent with the plan. Overall Equal Employment Opportunity responsibilities shall be coordinated with the Department's Human Resources Personnel.

A. Equal Employment Opportunity Officer

Deputy Director/Chief Financial Officer shall serve as the RTA's EEO Officer and is directly responsible for the monitoring of the RTA policies, procedures and practices to ensure consistency with the RTA's EEO Plans.

The EEO Officer shall have and/or maintain:

- Sensitivity to, and subject-matter expertise of, the varied ways in which discrimination occurs
- Total commitment to EEO goals and objectives
- Knowledge of EEO laws, civil rights laws, policies, rules, regulations, and guidelines
- Sufficient authority and ability to work and communicate with others (e.g., executive director, managers, supervisors) to achieve EEO goals and objectives

Activities in this area may include:

1. Develop and implement the EEO policy statement and written EEO Plan through internal and external communication techniques
2. Assist management in collecting and analyzing data, identifying problem areas, setting goals and time tables and developing programs to achieve said goals. Identify steps that will be taken to assure equal employment opportunity in developing pools of potential qualified employees, including identifying areas where equal employment opportunity improvement is necessary and recommending actions for solving them.
3. Design, implement, and monitor internal audit and reporting systems to measure program effectiveness of the EEO Plan in accordance with FTA Circular 4704.1 and to determine where the progress has been made and where proactive action is needed.
4. Review the RTA's non-discrimination plan with all managers and supervisors to ensure the EEO policy is understood.
5. Ensure that EEO training is provided to all the RTA employees. Advise employees and applicants of available training programs and professional opportunities provided by the RTA.
6. Consult with other human resource and departmental personnel responsible for the developing of a plan to forecast departmental workforce needs.

## **EQUAL EMPLOYMENT OPPORTUNITY PLAN**

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7. In conjunction with human resources, periodically review employment practices (hiring, promotions, training), personnel policies, selection processes, and record keeping procedures that affect equal employment opportunity. Employment data, practices and policies will be analyzed to determine if these afford equal employment opportunity. Appropriate steps to remedy any identified barriers will be taken in accordance with applicable law, rules, and regulations and as approved by the RTA Executive Director.
8. Concur in the RTA's employment activities and decisions involving recruitment, hiring, promotions, transfers, separation, and job classification of employees to assure compliance with the EEO Plan.
9. Analyze employment practices, including reassignments and promotions, and programs offered to employees, including training and other professional development activities to ensure that such activities occur in a non-discriminatory manner.
10. Report data related to the composition of the workforce by race, gender, and disability status.
11. Coordinate Section 504/ADA/reasonable accommodation activities. These accommodations may include:
  - Providing written interview for persons who are hearing impaired
  - Providing a proctor for a person who is visually impaired
  - Providing more time for persons with a proven learning disability
  - Providing a quiet environment for persons with attention deficit disorder
12. Investigate allegations of illegal discrimination and sexual harassment complaints
13. Include efforts to meet affirmative action goals and compliance with the EEO Plan in the annual performance reviews of direct report management employees. Initiate and/or support the efforts of direct reports to meet EEO Plan goals or to correct identified problems
14. Report periodically to the Executive Director on EEO Plan progress and compliance
15. Serve as liaison between agency, federal, state, county and local governments, regulatory, minority, women, disability organizations and other community groups
16. Periodically provide an audit the external posting locations to ensure EEO materials posted and updated

### **B. Executives, Managers, and Supervisors**

Executives, managers, and supervisors are responsible for assuring that recruitment for vacancies is handled in a manner to attract a qualified, diverse applicant pool and that hiring decisions are based on job-related factors. Additionally, they shall be responsible for making reasonable efforts to assure that all employees are provided a work environment that gives every employee the opportunity to succeed. All employees shall be treated in a non-discriminatory manner, consistent with applicable law, rules, regulations and policies.

Activities in this area may include:

1. Assist the EEO Officer in data needs, setting goals and timetables needed to develop, maintain and successfully implement the EEO Plan
2. Promote the fair and nondiscriminatory treatment of employees and job applicants with respect to all employment actions and activities. Promote a safe and friendly work environment free from discrimination, harassment and retaliation for filing a complaint.
3. Participate actively in periodic audits of all aspects of employment to identify and remove barriers obstructing the achievement of specific goals and objectives



**EQUAL EMPLOYMENT OPPORTUNITY PLAN**  
**Adopted: November 6, 2019**

4. Conduct and support career counseling for all employees
5. Serve as a liaison of the EEO Plan to outside organizations/groups
6. Respond immediately and appropriately to known harassment and discrimination complaints and protect employees from retaliation because of filing a complaint
7. Attend the required EEO and sexual harassment prevention training that is required by AB 1826
8. When necessary, remind employees of the RTA's EEO Plan and Affirmative Action Policy. Hold regular discussions with managers, supervisors and employees to ensure agency's policies and procedures are being followed
9. Encourage participating to support the advancement of the EEO Plan through professional development and career growth opportunities, posting promotion opportunities, job shadowing and mentoring.
10. Confer with the EEO Officer and the Human Resources personnel on selection procedures, prior to beginning new hire or promotional selection processes
11. Assist Human Resources with recruitment of under-represented groups for all job classifications by using established outreach sources
12. Cooperate with EEO Officer in the review of information and investigation of complaints
13. Check periodically to ensure that all the RTA work locations have prominent postings of information on the agency's EEO Policy Statement, including the prohibition on sexual harassment, and state and federal nondiscrimination policies

**C. RTA Employees**

All RTA employees are responsible for conducting themselves in accordance with the RTA's adopted EEO Plan and Policy Statement, including the prohibition on sexual harassment. All newly hired employees shall receive this information in their new hire packets.

**IV. UTILIZATION ANALYSIS**

Pursuant to FTA Circular 4704.1A (EEO Program Guidelines), the RTA shall prepare a Utilization Analysis as part of its EEO Program submission.

The Utilization Analysis is the tool that determines if underutilization exists. In sum, it compares the EEO subgroup (a grouping of jobs with similar duties as defined by the Equal Employment Opportunity Commission) to RTA's current workforce composition to the availability of women and minorities in the relevant labor market. The completed Utilization Analysis will identify job categories that have an underutilization or concentration of minorities and women in relation to their availability in the relevant labor market.

**A. EEO Job Classifications**

The Utilization Analysis contains all major EEO job categories existing in the RTA. A description of the eight EEO Job Categories and the RTA positions is provided below. The composition of the RTA's workforce by EEO Job Category is provided as Attachment B.

**1. Officials & Administrators:**

Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, directs individual departments or agency operations and/or provide specialized consultation on a regional, district or area basis.

## EQUAL EMPLOYMENT OPPORTUNITY PLAN

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This category includes the following RTA positions: Executive Director, Deputy Director/CFO, Operations Manager, Grants & Finance Manager, Marketing & Community Relations Manager and the Safety & Training Manager

### 2. Professionals:

Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments. Occupations which, require specialized and theoretical knowledge which is usually acquired through college training, or work experience and other training which provides comparable knowledge.

This category includes the following RTA positions: Human Resource Officer and Accounting Technician – Finance Administration

### 3. Technicians:

Occupations that require a combination of basic technical knowledge, manual skill which can be obtained through specialized post-secondary school, education or through equivalent on-the-job training. Occupations in which workers perform duties which may result in, or contribute to the safety of the general public.

This category includes the following RTA positions: Mechanic and Utility Worker

### 4. Protective Service:

Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police patrol officers, fire fighters, guards, deputy sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, game and fish wardens and park rangers (except maintenance).

This category includes the following RTA positions: None

### 5. Paraprofessionals:

Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments. Occupations which, require specialized and theoretical knowledge which is usually acquired through college training, or work experience and other training which provides comparable knowledge.

This category includes the following RTA positions: Accounting Technician – Maintenance, Transit Training Instructor, Mobility Specialist/Trainer

### 6. Administrative Support:

Occupations in which workers are responsible for internal and external communications, recording and retrieval of data and/or information and other paperwork required in an office.

This category includes the following RTA position: Administrative Assistant

## **EQUAL EMPLOYMENT OPPORTUNITY PLAN**

**Adopted: November 6, 2019**

### **7. Skilled Craft:**

Occupations in which workers are responsible for internal and external communications, recording and retrieval of data and/or information and other paperwork required in an office or on the road. These individuals serve as front-line supervisors responsible for directing and executing the day-to-day operational objectives of the organizations, and in some instances, directly supervising the activities of personnel.

This category includes the following RTA positions: Operations Supervisor, Scheduling Supervisor, Maintenance Supervisor and Lead Supervisor

### **8. Service-Maintenance:**

Occupations in which workers perform duties which may result in, or contribute to the safety of the general public.

This category includes the following RTA position: Bus Operator

## **B. Workforce Analysis**

The workforce analysis includes the total number of RTA employees and salary ranges for each EEO job category for the following subcategories for men and women. The Workforce Analysis also includes gender data and the approved EEO racial categories of White (W), American Indian/Alaska Native (AI/AN), Black/African American (B), Hispanic/Latino (H/L), Asian (A), Native American or Pacific Islander (NHOPI) or 2 or more races (Multi).

The RTA's EEO Plan has been established to ensure a diverse workforce. As of August 2019, the RTA employed a total of 109 employees.

Of the 109 employees, 34 are female which is 31% of the current RTA workforce. The RTA's female labor workforce was slightly less than the County of San Luis Obispo's labor force distribution which consisted of 47% females in the labor market.

Of the 109 employees that opted to self-identify ethnic origin, 47 employees identified as a minority which accounts for 44% of the current workforce. The RTA's minority labor workforce exceeds the County's distribution of 25% minorities in the labor market.

The RTA's Workforce Analysis including a statistical breakdown of workforce by EEO category, sex and race is provided as Attachment C.

## **C. Labor Force Availability Analysis**

The RTA compiled information on the availability of minorities and women in the workforce at large and analyzed participation rates of minorities and women at the various levels of the workforce in comparison with their availability in the relevant labor market. The RTA used relevant geographic areas and labor force data for different job categories and to identify reasonable recruiting areas. For example, executive management and professional positions (such as Executive Director, CFO and Managers) would likely have a broader, more regional or national recruiting area compared with a local recruiting area for the lower-skilled jobs (such as Bus Operator).

**EQUAL EMPLOYMENT OPPORTUNITY PLAN**  
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The labor force distribution by race and ethnicity for the County of San Luis Obispo, as reported by the California Employment Development Department (EDD), is identified below in Table IV.1 and serves as the primary recruiting area for the RTA.

<b>Table IV.1 – San Luis Obispo County Total Labor Force Distribution By Race</b>								
reported by the <a href="#">California Employment Development Department</a>								
	Total Labor Force	Hispanic / Latino	White	African American / Black	American Indian / Alaska Native	Asian	Native Hawaiian / Pacific Islander	Multi (2 or more Races)
San Luis Obispo County		24,488	97,870	1,381	819	4,123	0	2,373
	<b>131,054</b>	18.7%	74.7%	1.1%	0.6%	3.1%	0%	1.8%

Based on guidelines established by the Federal Transit Administration (Circular 4704.1.III), the Utilization Analysis Worksheet was developed to identify areas of underutilization and to help set appropriate goals and timetables. The Utilization Analysis conducted by the RTA compares the most recent data available of the relevant labor market from the following sources: the San Luis Obispo County [2010 Census by Gender, Race and Hispanic Origin](#) and the Equal Employment Opportunity Job Categories by Race ([EEO Tabulation 2006-2010 \(5-year ACS data\)](#)) and compared this data against to RTA’s current workforce data as of August 9, 2019.

The results of the Utilization Analysis are provided as Attachment D and identifies any underutilized subcategories in specific job categories as well as shows the concentration of minorities and females in a specific job category. A brief summary of the RTA’s Utilization Analysis of the following job classifications is shown below in Table IV.2. The Utilization Analysis identified underutilization of female or minorities in the categories for bus mechanic, bus supervisor and bus driver positions.

Table IV.2 – RTA Utilization Analysis Summary

<b>Table IV.2 – RTA Utilization Analysis Summary</b>	
<b>Officials &amp; Administrators</b>	Not underutilized in <b>any</b> category
<b>Professionals</b>	Not underutilized in <b>any</b> category
<b>Technicians</b>	20% underutilized in African American / Black Male (2 bus mechanic or utility worker positions); not underutilized in female or other minorities
<b>Protective Services</b>	Not-Applicable
<b>Paraprofessional</b>	Not underutilized in <b>any</b> category

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<b>Administrative Support</b>	Not underutilized in <b>any</b> category
<b>Skilled Craft</b>	7% underutilized in African American / Black Male (1 bus supervisor position); not underutilized in females or other minorities
<b>Service-Maintenance</b>	9% underutilized in Females (6 bus driver positions); not underutilized in male or minorities

**V. EMPLOYMENT GOALS AND TIMETABLE**

The Utilization Analysis shall be used to help set reasonable placement goals for underrepresented groups and help maintain workforce representation which meets or exceeds availability rates for females and minorities in all job categories.

**A. Goal Guidelines**

Employment Goals shall be established utilizing the following standards:

1. Executive Director, Deputy Director/CFO and managers shall be invited to participate in the goal-setting process using the Utilization Analysis as a foundation for goal-setting
2. Goals shall not consist of rigid and inflexible quotas that must be met, but rather are targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work.
3. The RTA shall establish and set forth, where necessary, specific goals separately for each protected group deemed.
4. Progress of such goals shall be part of the regular EEO plan performance reviews.

In determining Employment Goals, the following factors shall be considered:

1. Female and minority availability for the County’s relevant labor market area.
2. The general availability of females and minorities having required requisite skills in the relevant labor market area.
3. The availability of promotable and transferable female and minorities within the RTA.

By setting realistic goals, based on expected vacancies and anticipated availability of skills within the relevant labor area, and using a job-related selection system, the RTA should be able to meet the goals within the following guidelines:

1. General goals are designed to encourage the development of short-term and long-term recruitment plans and to achieve a more diversified workforce.
2. The RTA reviews and updates the information and commitments noted in this EEO Plan annually to ensure the RTA maintains an effective and meaningful equal employment opportunity program.
3. In all employment decisions, selection decisions are made in a nondiscriminatory manner. Placement goals are not a justification to extend a preference to any individual, select an individual, or adversely affect an individuals’ employment status, on the basis of that person’s race, color, religion, sex or national origin.

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4. The RTA does not use placement goals to create set-asides for specific groups, nor are they intended to achieve proportional representation of equal results.
5. Placement goals do not supersede merit and MOU selection principles.
6. Goals are designed to distribute minority and female employment proportionately throughout job categories in the RTA.
7. The RTA works to eliminate artificial barriers to employment and to prevent occurrence of arbitrary discrimination practices relating to employment or access to promotion within the RTA.
8. The RTA works to provide an atmosphere of acceptance and understanding in which differences of race, gender, creed, religion, color, national origin, age or sexual orientation contribute to, rather than distract from effective job relations.
9. The RTA works to eliminate physical barriers and constraints in both facilities and job composition which work against employment of the disabled.

In general, the RTA will continue to attempt to place females and persons from all minority groups in positions in all EEO job categories through external hiring or internal promotional opportunities. Specific short term goals and long range percentage goals shall be set for females and minorities in underutilized job categories.

### **B. Short-term Employment Goals**

Short-term goals represent anticipated changes annually and is based on anticipated job openings and job category availability.

1. The RTA Board adoption of full EEO Plan
2. Establishment of an EEO Workgroup with managers and supervisors to meet goals for the inclusion of females and/or minorities who are substantially equally qualified to other applicants for vacancies in targeted job categories
3. Implement annual EEO plan training program for all employees
4. Utilize hiring and promotional opportunities to assure a continuance of meeting or exceeding the County of San Luis Obispo's labor force parity standard
5. Increase the representation of those underutilized job categories through supervisory training and minority recruitment

### **C. Longer-Term Employment Goals**

Long-term goals look ahead two years or more and considers the future availability of underutilized groups and opportunities to add employees due to increases in capital or operating funds. The RTA does not have yearly hiring goals and is largely confined to the hiring of replacements of current vacant positions only. Changes in the RTA's workforce occurs primarily through attrition.

Longer-term employment goals could include, but are not limited to, the following:

1. Evaluate prior discrimination in hiring practices
2. Evaluate applicable hiring criteria to ensure that they are reasonably job-related and do not arbitrarily exclude members of any underutilized job category
3. Implement inclusive outreach efforts to ensure that members of any underutilized job category have equal opportunity to seek employment with the RTA

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4. Work with human resources to develop and implement a reporting system to track and monitor the number of applicants, hires, promotions and terminations by sex, race and disability.
5. Work with human resources to develop on-boarding and succession planning strategies as recruitment is anticipated as a continued challenge over the next several years.

### **D. Barriers to Goal Implementation**

The RTA continues to experience significant challenges recruiting qualified candidates in the Technician EEO job category for Bus Mechanics and Utility Workers. Recruitment challenges include competitive salaries, decreased level of interest of the labor force in trades work, shrinking pool of qualified applicants with the necessary skills and experience, and affordability to live and work in San Luis Obispo County. Additionally, some positions are filled internally in accordance with the appropriate union contract, such as a mechanic apprenticeship position.

The EEO job category of Skilled-Craft workers account for the RTA's Operations Supervisors. This category is almost evenly split between male and female supervisors. As a result of long-term service in this category, it is not often that supervisor positions become available. Resolving the underutilization in this category will require a vacancy to occur first.

Turnover and modest fleet growth has allowed the RTA to work toward achieving its workforce distribution goals. Employee turnover at the RTA is most prevalent in the Service-Maintenance EEO job category for Bus Drivers. The RTA provides job training for new drivers however the largest challenges for recruitment and retention of bus drivers remains the affordability to live and work in San Luis Obispo County. Retaining females in a historically male dominated industry, particularly as operators of heavy equipment, continues to be a challenge for the RTA.

### **E. Goal Timetable**

The RTA has developed Placement Goals 2019-2023 to use as a guideline for reaching parity amongst any identified underutilized job categories. These goals will be reached primarily through recruiting efforts and advertising to increase the pool of qualified female and minority applicants and through implementation of the EEO Plan (Attachment E).

## **VI. ASSESSMENT OF EMPLOYMENT PRACTICES**

The San Luis Obispo Regional Transit Authority is a Joint Powers Authority in San Luis Obispo County and as such uses the County's Office of Human Resources to recruit persons for employment.

### **A. Recruitment**

Recruitment is a shared responsibility between the County of San Luis Obispo and the RTA. Qualified applicants who reflect the composition of all such persons in the relevant labor market will be sought. All personnel involved in the recruiting, screening, and selection processes will be properly trained to ensure the elimination and absence of bias in all personnel actions.

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Recruitment of applicants to assure equal opportunity may include the following employment resources:

- Posting of vacancy(s), internally or externally (e.g., targeted newspapers, trade, professional and other journals, e-mail, Internet)
- Contacting universities, colleges, schools and professional organizations.
- Use of career development programs (e.g., school to work co-ops, internships and student assistants, speaking to schools and youth groups, departmental training programs)
- Referral agencies (e.g., Department of Career Development or other state/local employment agencies, private agencies)
- Participating in the County's Human Resources Website to provide timely recruitment and promotional information to applicants and employees

**B. Selection Process**

The RTA Employee Handbook, Article 5 on "Recruitment, Selection and Classification" ensures that all employee selections and promotions shall be made according to merit, qualifications and job requirements. The policies and procedures outlined in the Employee Handbook are consistent with the policies regarding Equal Opportunity Employment laws as enforced by the Department of Labor. The RTA maintains accurate documentation of the selection process, including an evaluation of the selected candidate, which is retained for six months after interviews are conducted.

All external applicants must complete the County's standard online application for employment through NeoGov. Accommodations can be made to apply electronically on-site at the County Government Building should an applicant need assistance in completing the on-line application. Screening is performed by the County's Human Resources division to determine whether an applicant meets the minimum skills, required experience and/or education, and any other special requirements (e.g. licensing) listed for the position. Some job announcements might also require responses to supplemental questions, which provides applicants with an additional opportunity to demonstrate he/she meets the minimum qualifications.

Applicants are asked to complete an optional online application profile through the County's website which would reveal the ethnic group of the applicants and how they learned of the open position. However, information about the applicants' gender, ethnicity and age is voluntary and lack of this voluntary information on the application does not disqualify the applicant.

All internal applicants for promotion must complete the RTA's standard paper application for employment through the RTA Human Resources Office.

**C. Hiring**

The RTA will make hiring decisions based upon an evaluation of its workforce needs and an evaluation of a person's qualifications and ability to satisfactorily perform the essential duties of the position, with or without accommodation, consistent with applicable law, rules, regulations, and if applicable, in accordance with any contractual requirements.



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**D. Employee Relations and Development**

Managers and supervisors are responsible to provide other information necessary for the administration of EEO Plan within the RTA. Each department/agency will continue to review on an annual basis:

- a. Participation by employees in training and other professional development activities to assure that participation occurs in a non-discriminatory manner, and
- b. Performance evaluations and disciplinary actions, to assure that such actions are taken in a non-discriminatory manner.

**E. Promotions and Career Advancement**

In accordance with the principles of equal employment opportunity, the RTA will 1) promote employees based on experience, training, and ability to perform duties of a higher level, and 2) encourage employees to participate in available career advancement activities with the department, e.g. training programs (internal and external).

Persons currently employed at the RTA are given every consideration and encouraged to apply for open positions. Provided the current employee meets the qualifications of the open position for which they are applying and is not under disciplinary suspension or probation, he or she will be given equal consideration without regard to race, color, religion, ancestry, national origin, age, sex, gender, marital status, medical condition, physical disability, mental disability, genetic information, gender identity, gender expression, sexual orientation and military or veteran status except where the disability would impede fulfillment of the job's essential functions.

Internal applications for promotion are completed via paper hard-copy and retained for six months following the promotion.

**F. Training**

All training programs supported or sponsored by the RTA are equally open to women and minority group employees on the basis of qualifications, knowledge, skills, abilities and motivation. The RTA coordinates with the County of San Luis Obispo to provide bi-annual training on discrimination and sexual harassment to all managers, supervisors and line staff. The RTA also provides ongoing training to staff about ADA laws and reasonable accommodations for assessments.

**G. Terminations and Disciplinary Procedures**

Disciplinary action may take the form of verbal or written warnings, suspensions without pay, and/or termination by the Executive Director or his/her designee. The procedures outlined above are administered without regard to membership of a protected class. Employees of or any applicant for employment at the RTA who feels they have been discriminated against should contact the EEO Program Officer who will immediately investigate the circumstances involved in the complaint and will take appropriate corrective action in accordance with Regulations and applicable law.

**H. Statistical Data**

The RTA coordinates recruitment through the County's Office of Human Resources and the RTA Human Resources Officer. The RTA is committed to undertake qualitative and

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quantitative analysis of employment practices to identify those practices that operate as employment barriers and/or unjustifiably contribute to underutilization. The RTA will track data on the following:

- List of recruitment resources used (including name and contact info)
- Number of applicants by category including female, minorities, disabled and veterans
- Number of applicants versus number hired
- Number of promotions (including gender and race information)
- Testing accommodations and list of jobs with written examinations
- Disciplinary actions including gender and race
- Terminations and separations including gender and race
- Salary data on males, females, and minorities
- Exit interview findings
- Availability of bilingual materials

The EEO Officer will monitor and review selection and employment procedures to determine whether the RTA procedures influence employment opportunities for women and minorities. The RTA shall use the summary data collected to conduct a statistical assessment of present employment practices to identify those practices contributing to areas of underutilization and various methods to address the underutilization. This includes a review of current practices in recruitment, testing, selection/hiring, promotions, termination/separation and disciplinary actions.

## **VII. MONITORING & REPORTING SYSTEMS**

An important part of any successful EEO program is the establishment of an effective and workable internal monitoring and reporting system. This system serves the following basic purposes:

- Assesses EEO Plan accomplishments and EEO Officer's effectiveness in accomplishing program goals
- Enables the RTA to evaluate the EEO Plan during the year and to take any necessary corrective action regarding the development and execution of programs of goals and timetables.
- Identifies managers and supervisors who have failed to achieve the goal or to implement affirmation action.
- Provides a precise and factual database for future projections.

### **A. Procedures for Agency Monitoring**

The RTA will monitor its EEO Plan by evaluating data on applicants, new hires, promotions, transfers, discipline, and terminations on an annual basis. The RTA will take any necessary corrective action regarding the development and execution of programs, goals, and timetables. The procedures to continuously monitor employment procedures and practices to measure the effectiveness of the EEO Plan include:

1. Compile applicant data to include race and gender, position sought, and the ultimate disposition of each job applicant, where the collection of such information does not violate the individual's rights.

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2. Compile applicant data to include individuals with disabilities and Veterans, the number of applicants for employment and/or promotions in each job category and the number hires and promoted, cross-reference by age, race and gender.
3. Compile data for each promotional or transfer opportunity to include all persons considered, identified by age, race and gender.
4. Compile employee termination data (both voluntary and involuntary) to include the race, gender, and position.
5. Compile employee disciplinary data to include the race, gender, and position and type of disciplinary action.
6. Compile employee training data to include race, gender, and position.
7. Monitor the effectiveness of recruitment and outreach efforts to community organizations by maintaining a record of the outreach responses and auditing applicant pools for diversity at all levels and for all positions
8. Ensure annual meetings with staff responsible for the EEO Plan to review the RTA's compliance with the plan sections, goals and timeframes to reach goals, employment statistics and data collected throughout the year
9. Develop an Action Plan to remedy any EEO Plan deficiencies that are identified in the annual EEO Plan meetings
10. Conduct ongoing training with supervisors and managers at the RTA to ensure compliance with all aspects of the EEO Program and evaluate internal training and promotional opportunities for adverse impact
11. Maintain a log of all alleged employment discrimination complaints to complainant name, parties involved, date of incident/complaint, list of complaint(s) and current status. Update log as complaints arise and are investigated. This data is used to identify trends, ensure timeliness of complaint investigations and resolutions, and report results to the RTA's Executive Director
12. Review periodically, in conjunction with human resources, the RTA's union contracts to ensure employment practices and policies stated therein are current (e.g., hiring, promotions, training, complaint policies, reasonable accommodation policies, performance evaluations and grievance procedures) and to ensure there is not a disparate impact

### **B. Procedures in Determining Subrecipient Compliance**

1. Subrecipients of the RTA who are awarded contracts greater than \$50,000 and with 50 or more employees shall submit their EEO Program annually to the RTA. Procedures for determining EEO compliance of subrecipients are as follows:
  - Review subrecipients EEO program annually for FTA triennial audits,
  - Identify deficiencies for correction,
  - Provide technical assistance as needed; and

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- Provide periodic site visits to review subrecipient's EEO program for FTA compliance.

Currently, the City of Atascadero is the RTA's only subrecipient. Documentation relating to subrecipient EEO Plan compliance are collected by the RTA and maintained for FTA triennial reviews.

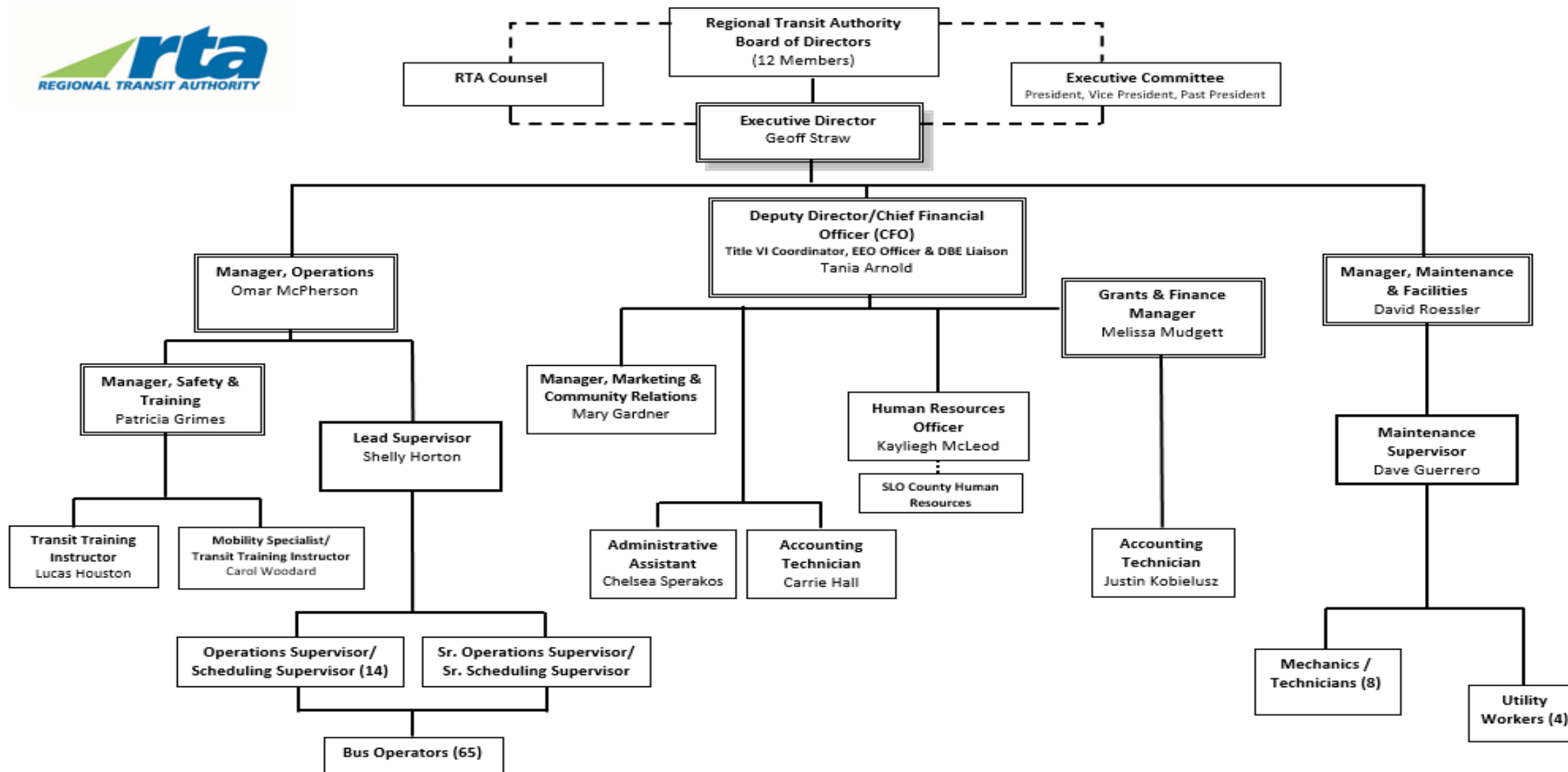
### **C. Procedures for Agency Reporting**

The EEO Plan Officer shall meet annually with the RTA's Executive Director to discuss the progress of the EEO Plan and the results of monitoring procedures.

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ATTACHMENT A – RTA Organizational Chart



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**ATTACHMENT B – Composition of internal workforce by EEO Categories**

(FTA 4704.1, CH III -2 d.(1))

The San Luis Obispo Regional Transit Authority (RTA) Equal Employment Opportunity program conducted a workforce analysis which accounted for all RTA employees (full-time, part-time and casual). RTA employs workers in seven of the eight EEO job group categories.

<b>COMPOSITION OF INTERNAL WORKFORCE BY EEO CATEGORIES</b>				
<b>Job Group</b>	<b>EEO Job Classification</b>	<b>RTA Job Position(s)</b>	<b>Number of RTA employees</b>	<b>Workforce %</b>
1	Officials & Administrators	Director, Deputy/ Director/CFO, Managers	7	6.2%
2	Professionals	Human Resources, Accounting Technician/Finance Admin	2	1.8%
3	Technicians	Mechanics, Utility Workers	10	9.1%
4	Protective Service		0	0%
5	Paraprofessionals	Accounting Technician – Maintenance, Transit Training Instructor, Mobility Specialist/Trainer	3	2.8%
6	Administrative Support	Administrative Assistant	1	.9%
7	Skilled Craft	Supervisors	16	15%
8	Service-Maintenance	Bus Drivers	70	64.2%
<b>Total RTA employees</b>			<b>109</b>	

RTA’s EEO Program has been established to ensure a diverse workforce. As of August 2019, RTA employed a total of 109 employees, with Bus Drivers accounting for 64.2% of the workforce.

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**ATTACHMENT C – RTA Workforce Analysis**

(FTA 4704.1 Ch. III 2 d(1))



The San Luis Obispo Regional Transit Authority (RTA) Equal Employment Opportunity (EEO) Plan has been established to ensure a diverse workforce. As of August 2019, RTA employed a total of 109 employees.

Of the 109 employees, 34 are female, which is 31% of the workforce.

Of the 109 employees that opted to self-identify ethnic origin, 47 identified as a minority, which is 44% of the workforce.

- 23% Hispanic / Latino
- 5% Black / African American
- 2% Asian
- 14% 2 or More Races

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Data Collected 8/9/2019

Annual Salary Range <sup>2</sup>		EEO CODES / DESCRIPTION		TOTAL EMPLOYEES	GENDER		RACES																	
					MALE	FEMALE	HISPANIC / LATINO		WHITE		BLACK / AFRICAN AMERICAN		ASIAN		NATIVE HAWAIIAN OR PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKA NATIVE		2 OR MORE RACES					
							M	F	M	F	M	F	M	F	M	F	M	F	M	F				
\$ 71,875.41	\$ 151,697.16	A=	Officials / Administrators (Director & Managers)	7	3	4	1	0	0	4	1	0	0	0	0	0	0	0	1	0				
					43%	57%	33%	100%		33%	33%													
\$ 45,201.50	\$ 78,532.80	P =	Professionals (HR & Acct Tech II)	2	1	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0				
					50%	50%	100%		100%															
\$ 35,152.00	\$ 80,704.00	T =	Technicians (Mechanics & Utility Workers <sup>1</sup> )	10	10	0	7	0	2	0	0	0	0	0	0	0	0	0	0	1				
					100%	0%	70%	20%		10%														
NA	NA	PS =	Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
					0%	0%																		
\$ 45,201.50	\$ 63,033.29	PP =	Para-Professionals (Accounting Maint & Trainers)	3	1	2	0	0	1	2	0	0	0	0	0	0	0	0	0	0				
					33%	67%	100%		100%															
\$ 43,049.03	\$ 54,450.54	AS =	Administrative Support (Admin Asst)	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1				
					0%	100%																	100%	
\$ 45,581.72	\$ 57,653.99	SC =	Skilled Craft (Supervisors)	16	9	7	3	2	6	4	0	0	0	0	0	0	0	0	0	1				
					56%	44%	33%	29%	67%	57%	14%													
\$ 33,467.20	\$ 44,262.40	SM =	Service Maintenance (Bus Operators <sup>1</sup> )	70	51	19	8	4	31	10	2	2	2	0	0	0	0	0	9	2				
					73%	27%	16%	21%	61%	53%	4%	11%	4%	18%										11%
<b>TOTAL RTA EMPLOYEES</b>				<b>109</b>	<b>75</b>	<b>34</b>	<b>19</b>	<b>6</b>	<b>41</b>	<b>21</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>5</b>				
					69%	31%	25%	18%	55%	62%	4%	6%	3%	0%	0%	0%	0%	0%	13%	15%				
					<i>Self-Identified Ethnic Origin</i>				HISPANIC / LATINO	WHITE	BLACK / AFRICAN AMERICAN	ASIAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKA NATIVE	2 OR MORE RACES									
					47 44%				25	62	5	2	-	-	15									
					<b>RTA Workforce Composition</b>				23%	57%	5%	2%	0%	0%	14%									

<sup>1</sup> Bus Operators, Mechanics & Utility Worker Salary Schedule provided in the Teamsters Union Local 986 Handbook exp 12/31/2021

<sup>2</sup> Salary Schedule (with exception of Bus Operators, Mechanics & Utility Workers) Effective July 1, 2019

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ATTACHMENT D – RTA Utilization Analysis

Utilization Analysis by Job Category

1	A	B	C					H							O							V
			Total Workforce					Male							Female							
2	Job Category	Salary Range (\$XX,000-XX,000)	All	WM	MM	WF	MF	W	AI/AN	B	H/L	A	NHOPI	Multi	W	AI/AN	B	H/L	A	NHOPI	Multi	
3	1 - Officials & Administrators																					
4	Current Workforce	\$71,875 - \$151,897	7	1	2	4	0	1	-	1	1	-	-	-	4	-	-	-	-	-	-	
5	Percent in Category	*Entry		14.3%	28.8%	57.1%		14.3%	0.0%	14.3%	14.3%	0.0%	0.0%	0.0%	57.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
6	Percent of Availability							47.8%	0.2%	3.3%	4.5%	2.9%	0.1%	4.0%	30.2%	0.2%	4.1%	3.4%	2.0%	0.1%	0.4%	
9	Percent Underutilized																					
10	Underutilized (Yes/No)							No	No	No	No	No	No	No	No	No	No	No	No	No	No	
11	Number Needed to Reach Parity							-	-	-	-	-	-	-	-	-	-	-	-	-	-	
12	Planned percent increase Year 1																					
13	Planned percent increase Year 2																					
14	Planned percent increase Year 3																					
15	Planned percent increase Year 4																					
16																						
17	2 - Professionals																					
18	Current Workforce	\$42,201 - \$78,532	2	1	0	1	0	1	-	-	-	-	-	-	1	-	-	-	-	-	-	
19	Percent in Category	*Entry		50.0%		50.0%		50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
20	Percent of Availability							33.3%	0.1%	3.0%	2.9%	4.2%	0.0%	0.4%	41.8%	0.2%	5.4%	4.0%	3.7%	0.0%	0.5%	
23	Percent Underutilized																					
24	Underutilized (Yes/No)							No	No	No	No	No	No	No	No	No	No	No	No	No	No	
25	Number Needed to Reach Parity							-	-	-	-	-	-	-	-	-	-	-	-	-	-	
26	Planned percent increase Year 1																					
27	Planned percent increase Year 2																					
28	Planned percent increase Year 3																					
29	Planned percent increase Year 4																					
30																						
31	3 - Technicians																					
32	Current Workforce	\$35,152 - \$80,704	10	2	8	0	0	2	-	-	7	-	-	1	-	-	-	-	-	-	-	
33	Percent in Category	*Entry		20.0%	80.0%			20.0%	0.0%	0.0%	70.0%	0.0%	0.0%	10.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
34	Percent of Availability							43.8%	0.0%	20.0%	36.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
37	Percent Underutilized									20%												
38	Underutilized (Yes/No)							No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	
39	Number Needed to Reach Parity							-	2	-	-	-	-	-	-	-	-	-	-	-	-	
40	Planned percent increase Year 1									0%												
41	Planned percent increase Year 2									0%												
42	Planned percent increase Year 3									10%												
43	Planned percent increase Year 4									10%												
44																						

**EQUAL EMPLOYMENT OPPORTUNITY PLAN**  
**Adopted: November 6, 2019**

**Utilization Analysis by Job Category**

1	A	B	C					D										E					V			
	Job Category	Salary Range (\$XX,000-XX,000)	All	WM	MM	WF	MF	Total Workforce										Male					Female			
2	Use EEO-4						W	AI/AN	B	H/L	A	NHOPI	Multi	W	AI/AN	B	H/L	A	NHOPI	Multi						
45	<b>4 - Protective Service</b>																									
46	Current Workforce	NA	0	0	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
47	Percent in Category	*Entry					0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
48	Percent of Availability						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
51	Percent Underutilized																									
52	Underutilized (Yes/No)							No	No	No	No	No	No	No	No	No	No	No	No	No	No					
53	Number Needed to Reach Parity							-	-	-	-	-	-	-	-	-	-	-	-	-	-					
54	Planned percent increase Year 1																									
55	Planned percent increase Year 2																									
56	Planned percent increase Year 3																									
57	Planned percent increase Year 4																									
58																										
59	<b>5 - Paraprofessional</b>																									
60	Current Workforce	\$45,201 - \$53,033	3	1	0	2	0	1	-	-	-	-	-	2	-	-	-	-	-	-	-					
61	Percent in Category	*Entry		33.3%		66.7%		33.3%	0.0%	0.0%	0.0%	0.0%	0.0%	66.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
62	Percent of Availability							100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
65	Percent Underutilized																									
66	Underutilized (Yes/No)								No	No	No	No	No	No	No	No	No	No	No	No	No					
67	Number Needed to Reach Parity								-	-	-	-	-	-	-	-	-	-	-	-	-					
68	Planned percent increase Year 1																									
69	Planned percent increase Year 2																									
70	Planned percent increase Year 3																									
71	Planned percent increase Year 4																									
72																										
73	<b>6 - Administrative Support</b>																									
74	Current Workforce	\$43,049 - \$54,450	1	0	0	1	0	-	-	-	-	-	-	1	-	-	-	-	-	-	-					
75	Percent in Category	*Entry				100.0%		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
76	Percent of Availability							1.9%	0.0%	0.0%	0.0%	0.0%	0.0%	71.7%	0.0%	3.7%	16.4%	2.2%	0.0%	1.6%						
79	Percent Underutilized																									
80	Underutilized (Yes/No)								No	No	No	No	No	No	No	No	No	No	No	No	No					
81	Number Needed to Reach Parity								-	-	-	-	-	-	-	-	-	-	-	-	-					
82	Planned percent increase Year 1																									
83	Planned percent increase Year 2																									
84	Planned percent increase Year 3																									
85	Planned percent increase Year 4																									
86																										

**EQUAL EMPLOYMENT OPPORTUNITY PLAN**  
**Adopted: November 6, 2019**

**Utilization Analysis by Job Category**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1 Job Category	Salary Range (\$XX,000-XX,000)	Total Workforce					Male							Female							
2 Use EEO-4		All	WM	MM	WF	MF	W	AI/AN	B	H/L	A	NHOPI	Multi	W	AI/AN	B	H/L	A	NHOPI	Multi	
87 7 - Skilled Craft																					
88 Current Workforce	\$45,581 - \$57,653	16	6	3	4	3	6	-	-	3	-	-	-	4	-	-	2	-	-	1	<--Entry
89 Percent in Category	*Entry		37.5%	18.8%	25.0%	18.8%	37.5%	0.0%	0.0%	18.8%	0.0%	0.0%	0.0%	25.0%	0.0%	0.0%	12.5%	0.0%	0.0%	6.3%	
90 Percent of Availability							69.4%	0.0%	7.1%	8.2%	0.0%	0.0%	0.0%	15.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<--Entry
93 Percent Underutilized									7%												
94 Underutilized (Yes/No)								No	Yes	No	No	No	No	No	No	No	No	No	No	No	
95 Number Needed to Reach Parity								-	1	-	-	-	-	-	-	-	-	-	-	-	
96 Planned percent increase Year 1									0%												<--Entry
97 Planned percent increase Year 2									0%												<--Entry
98 Planned percent increase Year 3									0%												<--Entry
99 Planned percent increase Year 4									7%												<--Entry
100																					
101 8 - Service-Maintenance																					
102 Current Workforce	\$33,467 - \$44,262	70	33	18	11	8	33	-	2	8	-	-	8	11	-	2	4	-	-	2	<--Entry
103 Percent in Category	*Entry		47.1%	25.7%	15.7%	11.4%	47.1%	0.0%	2.9%	11.4%	0.0%	0.0%	11.4%	15.7%	0.0%	2.9%	5.7%	0.0%	0.0%	2.9%	
104 Percent of Availability							66.2%	0.0%	0.0%	0.0%	0.0%	0.1%	4.1%	24.3%	0.0%	0.0%	2.7%	0.0%	0.0%	0.0%	<--Entry
107 Percent Underutilized														9%							
108 Underutilized (Yes/No)								No	No	No	No	No	No	Yes	No	No	No	No	No	No	
109 Number Needed to Reach Parity								-	-	-	-	-	-	6	-	-	-	-	-	-	
110 Planned percent increase Year 1														1%							<--Entry
111 Planned percent increase Year 2														2%							<--Entry
112 Planned percent increase Year 3														3%							<--Entry
113 Planned percent increase Year 4														3%							<--Entry
114																					
115 DATA SOURCE																					
116																					
117																					
118																					

**EQUAL EMPLOYMENT OPPORTUNITY PLAN**  
**Adopted: November 6, 2019**

**ATTACHMENT E – RTA Goal Timetable**

2019-2023 PLACEMENT GOALS								YEAR 1		YEAR 2		YEAR 3		YEAR 4		JOB PROGRESSION OPPORTUNITIES
EEO JOB CATEGORY	RTA Position	TOTAL EMPLOYEES	# NEEDED TO REACH PARITY	LONG RANGE GOAL %	RTA % AVAILABILITY AFRICAN AMERICAN / BLACK MALE	RTA % # EMPLOYEES AFRICAN AMERICAN / BLACK MALE	AFRICAN AMERICAN / BLACK MALES % AVAILABILITY	ANTICIPATED 2019 JOB OPENINGS <sup>1</sup>	GOAL IN PLAN YEAR 2019	ANTICIPATED 2020 JOB OPENINGS <sup>1</sup>	GOAL IN PLAN YEAR 2020	ANTICIPATED 2021 JOB OPENINGS <sup>1</sup>	GOAL IN PLAN YEAR 2021	ANTICIPATED 2022 JOB OPENINGS <sup>1</sup>	GOAL IN PLAN YEAR 2022	
Technician	Bus Mechanic / Utility Worker	10	2	20%	0%	0	20%	0	0%, 0	1	10%, 1	0	0%, 0	1	10%, 1	Apprentice Mechanic C Mechanic B Mechanic A Maintenance Supervisor
Skilled Craft	Bus Operations Supervisor	16	1	7%	0%	0	7%	0	0%, 0	0	0%, 0	0	0%, 0	1	7%, 1	Lead Supervisor Operations Manager
Service - Maint Worker	Bus Operator / Driver	70	6	9%	16%	11	24%	15	1.5%, 1	15	1.5%, 1	15	3%, 2	15	3%, 2	Operations Supervisor Lead Supervisor

<sup>1</sup> Anticipated job openings based upon historic recruitment data of available positions

TECHNICIAN				
<b>Bus Mechanic / Utility Worker</b>				
African American / Black Male Availability 20%		- RTA Utilization 0%		<b>Increase: 2</b>
Hire two (2) employees for a utilization rate of 20%	1 year goal	2 year goal	3 yr goal	4 year goal
	0%, 0 hire	10%, 1 hire	0%, 0 hire	10%, 1 hire

SKILLED CRAFT				
<b>Bus Operations Supervisor</b>				
African American / Black Male Availability 7.1%		- RTA Utilization 0%		<b>Increase: 1</b>
Hire one (1) employee for a utilization rate of 7%	1 year goal	2 year goal	3 yr goal	4 year goal
	0%, 0 hire	0%, 0 hire	0%, 0 hire	7%, 1 hire

SERVICE - MAINTENANCE WORKER				
<b>Bus Driver</b>				
White Female Availability 24.3%		- RTA Utilization 15.7%		<b>Increase: 6</b>
Hire six (6) employees for a utilization rate of 9%	1 year goal	2 year goal	3 yr goal	4 year goal
	1.5%, 1 hire	1.5%, 1 hire	3%, 2 hires	3%, 2 hires

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

**AGENDA ITEM:** C-3

**TOPIC:** Construction & Construction Management of SLO Government Center Improvements

**ACTION:** Consider Price Increases

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Approve Use of Contingency Funds to Execute Agreements with Brough Construction and Wallace Group

**SUMMARY:**

Once private redevelopment began at the site of the SLOCOG-adopted long-term Consolidated Downtown Transit Center project in 2017, the RTA began efforts to improve its existing Government Center passenger facility located on Osos Street at Palm Street in downtown San Luis Obispo. The existing two passenger shelters and related street furniture are worn out, and the passenger waiting area is too small for passenger activity along the Osos Street sidewalk. The County also asked that an automated ticket vending machine be implemented to reduce the impacts to its Public Works Department staff resources of selling passes to RTA customers.

Staff worked with the City of SLO to expand the bus staging area to include one additional bus bay on Palm Street, to remove/replace the ailing tree on Palm Street, and to remove two upstream parking spaces on Osos Street so that the incoming buses can fully pull up to the curb. We also worked with the County to expand the passenger “plaza” waiting area and improve the overall “feel” of the site, culminating in a revised License Agreement adopted by the RTA Board at its November 1, 2017 meeting.

The RTA received grant funds for design and engineering services, which was awarded to Wallace Group in April 2018. Grant funds were also used to purchase new replacement passenger shelters (four instead of two), benches, trash receptacles, a kiosk sign and bicycle parking racks. We also secured grant funds to purchase a ticket vending machine, LED “next-bus” signs and a bicycle repair station. Finally, we secured grant funds for construction and construction management services.

The attached March 2019 engineer’s estimate was \$127,000 for construction, with an additional \$6,000 for mobilization and \$25,000 for construction contingency. With this higher than originally anticipated amount, staff sought and secured additional grant funding in August 2019 to fund this \$158,000 total, and received Board approval to bid

construction in September 2019. However, the lower of the two bids received on October 29<sup>th</sup> was \$170,727.50, including mobilization. See the attached bid from Brough Construction for line-item details. To be prudent, it would be advisable to also include the original \$25,000 in construction contingency should any unforeseen issues arise once the contractor begins churning dirt. In addition, Wallace Group submitted the attached not-to-exceed construction management proposal for \$37,602.17 (assuming twelve weeks of inspection and oversight). In other words, the budgeted \$158,000 will not cover the \$233,329.67 when all of these items – including the \$25,000 construction contingency – are included.

Staff believes that we would be successful in working with state and federal officials to rededicate bus stop improvement funds from existing Caltrans and FTA grants in the coming weeks to pay for the increased costs.

The Board could consider one of two options:

1. Cease work on the project.
2. Proceed with the project and use a portion of the budgeted FY19-20 contingency<sup>1</sup> to initially make up the \$75,329.67 shortfall and permit the project to move forward now. As part of this option, the Board could direct staff to make administrative revisions to existing bus stop improvements grants for subsequent reimbursement for these higher than anticipated bid prices.

A third option of scaling back the project was deemed infeasible, since the License Agreement with the County requires the site improvements. In short, we would not have enough time to renegotiate the License Agreement and subsequently redesign the project within Brough Construction's 30-day bid price.

Also attached is the draft agreement included in the construction services procurement documents. Officials from Brough Construction stated to me that they are eager to begin the project and could begin within a few days after our notice to proceed (via the final agreement document).

It should be noted that staff has begun discussions with the Wallace Group about reducing the proposed not-to-exceed amount by acknowledging that the project will likely not require 12 weeks of construction oversight.

### **Staff Recommendation**

Approve the use of up to \$75,330 in contingency funds for the Executive Director to:

1. Finalize and execute an agreement with Brough Construction for construction services, and

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<sup>1</sup> The Board-adopted FY19-20 Budget includes \$132,000 of Contingency Funds.

2. Negotiate and ultimately execute a reduced not-to-exceed agreement with the Wallace Group for construction management services.

In addition, direct RTA staff to work with Caltrans and FTA officials to secure existing bus stop improvement grant funds for the higher than originally anticipated bid costs.

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**PROJECT: RTA TRANSIT CENTER IMPROVEMENTS**  
 CLIENT: REGIONAL TRANSIT AUTHORITY (RTA)  
 PROJECT NO. 1307-0003

Date: March 15, 2019  
 Engineer: EB  
 Checked by: TZ/TB

**ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS - 100% SUBMITTAL**

NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	ASSUMPTIONS
<b>TRAFFIC CONTROL</b>						
1	TRAFFIC CONTROL	LS	1	\$ 1,000	\$ 1,000	MINOR SIGNAGE/CONES
<b>SWPPP IMPLEMENTATION &amp; CONSTRUCTION STORMWATER MONITORING</b>						
2	WATER POLLUTION CONTROL	LS	1	\$ 1,000	\$ 1,000	INLET PROTECTION, CONCRETE WASTE (NO SWPPP/PERMIT)
<b>SITE CLEARING, DEMOLITION AND EARTHWORK</b>						
3	EXCAVATION (EXPORT)	CY	70	\$ 150	\$ 10,500	LOCAL TRUCKING/DISPOSAL
4	CONCRETE REMOVAL (SIDEWALK)	SF	145	\$ 25	\$ 3,625	SAWCUT, REMOVAL, DISPOSAL
5	REMOVE TREE	LS	1	\$ 1,500	\$ 1,500	WORK DONE- FOR BUDGETING PURPOSES ONLY
<b>RELOCATE AND ADJUST EXISTING IMPROVEMENTS</b>						
				\$	-	
				\$	-	
<b>SITE WORK/FACILITIES</b>						
6	CONCRETE SIDEWALK (4" THICK)	SF	1,620	\$ 12	\$ 19,440	CITY STD 4110, INCLUDES 6" THICK AGGREGATE BASE
7	SHELTER FOOTINGS	EA	14	\$ 1,000	\$ 14,000	CONCRETE, REBAR, ANCHOR BOLTS
8	INSTALL 22 FT SHELTER	EA	2	\$ 4,000	\$ 8,000	ASSEMBLY AND INSTALLATION
9	INSTALL 17 FT SHELTER	EA	2	\$ 3,000	\$ 6,000	ASSEMBLY AND INSTALLATION
10	INSTALL BENCH	EA	4	\$ 200	\$ 800	DRILLED ANCHOR BOLTS
11	INSTALL 2-SIDED KIOSK	EA	2	\$ 1,000	\$ 2,000	MINOR FOOTING, ANCHOR BOLTS, INSTALLATION
12	INSTALL TICKET VENDING MACHINE	LS	1	\$ 2,000	\$ 2,000	MINOR FOOTING, ANCHOR BOLTS, INSTALLATION
13	INSTALL LED "NEXT-BUS" SIGN	EA	2	\$ 500	\$ 1,000	MINOR ANCHORAGE, INSTALLATION
14	INSTALL BIKE RACK	EA	2	\$ 200	\$ 400	MINOR ANCHORAGE, INSTALLATION
15	INSTALL BIKE REPAIR STATION	LS	1	\$ 500	\$ 500	MINOR ANCHORAGE, INSTALLATION
16	INSTALL TRASH RECEPTACLE	EA	4	\$ 200	\$ 800	MINOR ANCHORAGE, INSTALLATION
17	6 FT FENCE WITH GATE	LF	20	\$ 75	\$ 1,500	WROUGHT IRON WITH 4 FT PED GATE
18	MISSION TILE	LF	81	\$ 25	\$ 2,025	
19	6" CURB	LF	120	\$ 25	\$ 3,000	
<b>ELECTRICAL/COMMUNICATIONS</b>						
20	SITE ELECTRICAL/COMM	LS	1	\$ 28,800	\$ 28,800	(SEE DETAIL BREAKDOWN BY GRAY ELECTRIC)
<b>LANDSCAPE PLANTING</b>						
21	TREE	EA	1	\$ 1,500	\$ 1,500	
22	RETROFIT IRRIGATION	SF	2,800	\$ 3	\$ 8,400	AREA OF NEW CONCRETE SIDEWALK & GRADING
23	SHRUB PLANTING	EA	45	\$ 10	\$ 450	AREA OF PLANTER
24	BARK MULCH	SF	165	\$ 2	\$ 330	
25	TURF (SOD)	SF	950	\$ 3	\$ 2,850	
26	BEND-A-BOARD	LF	45	\$ 6	\$ 270	
27	TREE GUARD	EA	1	\$ 2,000	\$ 2,000	
<b>MISCELLANEOUS</b>						
28	CONSTRUCTION STAKING	LS	1	\$ 2,000	\$ 2,000	
29	CLEAN UP AND DEMOB	LS	1	\$ 1,500	\$ 1,500	
				Sub Total	\$ 127,000	
<b>POTENTIAL ADDITIONAL ITEMS</b>						
	MOBILIZATION (5%)	LS	1	\$	\$ 6,000	5% OF TOTAL COST
	CONTINGENCY (20%)	LS	1	\$	\$ 25,000	20% OF TOTAL COST
				<b>TOTAL</b>	<b>\$ 158,000</b>	

**BID ALTERNATES**

TOTAL WITH BID ALTERNATES

IMPACT AND PERMITTING FEES	TBD
TESTING & INSPECTION	TBD
OTHER ITEMS (SEE QUESTION SHEET)	TBD

**ADDITIONAL NOTES:**  
 THIS COST ESTIMATE IS PRELIMINARY ONLY. WALLACE GROUP MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, THAT ACTUAL COSTS WILL NOT VARY FROM THE AMOUNTS INDICATED AND ASSUMES NO LIABILITY FOR SUCH VARIANCES.

## PROJECT INFORMATION

Project: **RTA Transit Center Improvements**  
Estimate Date: 10/23/2018  
Prepared By: Gray Electrical Consulting & Engineering, CORP.  
Note: This estimate is based on our best estimate of the components of the electrical design. The client understands this estimate for probable cost is not a guarantee, and is our opinion, intended to be a guide for the project owner. The electrical engineering estimate for probable cost shall not be substituted for actual cost of construction. GECE shall not be financially liable in any way for discrepancies between probable and actual for construction cost data.

## BACKGROUND SUPPORTING MATERIAL (Scope of Work):

Electrical improvements for the RTA Transit Center include electrical connection of four (4) bus shelters with integral lighting, two (2) bus shelters with LED signage, one (1) ticket vending machine, and two (2) kisok signage.

**Current exclusions of this cost estimate include:** (1) costs associated with cell modem connectivity.

## SOURCE OF COST DATA:

Cost Data Sources include: RMS Means Building Construction Cost Data (2014)

## OTHER COMMENTS & ASSUMPTIONS

This estimate does not include adjustments made for standard general conditions, agency conditions, contracting method of adjustment, inflation, etc. Hourly electrician wages assumed as \$90/hour.

## ESTIMATE SUMMARY

Item 1	Site Electrical	\$28,823
<i>Sub Total</i>		\$28,823
Design Contingency	0%	\$0.00 <i>Not included. See Overall Project Estimate</i>
Contractor Overhead	16%	\$4,611.65 <i>Estimated</i>
Contractor Profit	15%	\$4,323.42 <i>Estimated</i>
<b>Estimate Total</b>		<b>\$37,758</b>

PROJECT INFORMATION								
Project:	RTA Transit Center Improvements							
Estimate Date:	10/23/2018							
Prepared By:	Gray Electrical Consulting & Engineering, CORP.							
ITEM 1 SITE ELECTRICAL								
DESCRIPTION	UNIT	QTY.	MATERIAL COST		LABOR COST		COST SUMMARY	
			UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	TOTAL UNIT COST	GRAND TOTAL
Electrical Conduit (Future Communications)								
Underground Conduit (1) 1" PVC	LF	200	\$1	\$180	\$6	\$1,200	\$7	\$1,380
GRS Riser (1) 1"	LF	20	\$4	\$74	\$7	\$131	\$10	\$205
Underground conduit fittings, etc. 5% cost allowance	LS	5%						\$79
Trenching for Underground Utilities, Including excavation and backfill. **Assumes common trench with power utilities	LF	170					\$4	\$680
<b>SUB TOTAL</b>								<b>\$2,344</b>
Electrical Conduit & Wiring								
(5) 1" Conduit	LF	650	\$1	\$650	\$6	\$3,900	\$7	\$4,550
Wiremold Raceway	LF	60	\$1	\$69	\$6	\$360	\$7	\$429
Underground conduit fittings, etc. 5% cost allowance	LS	5%						\$227.50
#8 Awg THWN CU Conductor (2-circuits)	LF	3,900	\$1	\$3,900	\$1	\$2,106	\$2	\$6,006
#3 Awg THWN CU Conductor (1-circuit)	LF	1,950	\$1	\$1,950	\$1	\$1,053	\$2	\$3,003
Panel "O1" Feeder								
(1) 1" Conduit	LF	25	\$1	\$25	\$6	\$150	\$7	\$175
#6 Awg THWN CU Conductor	LF	75	\$1	\$75	\$1	\$41	\$2	\$116
#10 Awg THWN CU Conductor	LF	25	\$1	\$16	\$1	\$16	\$1	\$32
Shelter Misc.								
Ground Rod	EA	4	\$40	\$160	\$100	\$400	\$140	\$560
Shelter / Equipment Connections	EA	9	\$158	\$1,422	\$285	\$2,565	\$443	\$3,987
<b>SUB TOTAL</b>								<b>\$19,085</b>
Electrical Distribution and Metering								
Single Phase Digital Tenant Meter	EA	1	\$600	\$600	\$50	\$50	\$650	\$650
Single Phase Panel "O1" - 12ckts	EA	1	\$655	\$655	\$485	\$485	\$1,140	\$1,140
50A, 1-phase CB at Panel "O"	EA	1	\$15	\$15	\$43	\$43	\$58	\$58
<b>SUB TOTAL</b>								<b>\$1,848</b>
Miscellaneous								
NEMA 3R Pull Box	EA	2	\$100	\$200	\$133	\$266	\$233	\$466
NEMA 1 Pull Box	EA	2	\$100	\$200	\$133	\$266	\$233	\$466
<b>SUB TOTAL</b>								<b>\$932</b>
Structural								
Concrete Core at Existing Wall (3") and Seal	EA	2						\$250
X-Ray of existing Wall	EA	1	\$0	\$0	\$2,500	\$2,500	\$2,500	\$2,500
<b>SUB TOTAL</b>								<b>\$4,614</b>
<b>TOTAL</b>								<b>\$28,823</b>

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

BID PROPOSAL AND FORMS

FOR

**San Luis Obispo Transit Center**

San Luis Obispo, CA

CONTRACT NO.

BID PROPOSAL

TO: THE RTA BOARD OF DIRECTORS:

Pursuant to and in compliance with your Notice to Bidders, the undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the RTA Board of Directors in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other equipment needed, and to do all of the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the RTA as therein set forth, and that he/she will take in full payment therefor the following unit prices, to-wit:

SEE NEXT PAGE FOR BID PROPOSAL FORM



**BID SCHEDULE/BID FORM - REVISED**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
San Luis Obispo County, California

**REGIONAL TRANSIT AUTHORITY TRANSIT CENTER**

Item	Description	Unit	Quantity	Unit Cost (Figures)	Total Cost (Figures)
1	TRAFFIC CONTROL	LS	1	4,100	4,100
2	WATER POLLUTION CONTROL	LS	1	3,300	3,300
3	MOBILIZATION, CLEAN UP AND DEMOB	LS	1	8,600	8,600
	<b>SITE CLEARING, DEMOLITION AND EARTHWORK</b>				
4	EXCAVATION (EXPORT)	CY	70	150	10,500
5	CONCRETE REMOVAL (SIDEWALK)	SF	145	4.50	652.50
5A	DEMOLITION AND REMOVAL OF EXISTING STRUCTURES	LS	1	4,000	4,000
	<b>SITE WORK/FACILITIES</b>				
6	CONCRETE SIDEWALK (4" THICK)	SF	1,620	20	32,400
7	SHELTER FOOTINGS	EA	14	200	2,800
8	INSTALL 22 FT SHELTER	EA	2	3,000	6,000
9	INSTALL 17 FT SHELTER	EA	2	3,000	6,000
10	INSTALL BENCH	EA	4	300	1,200
11	INSTALL 2-SIDED KIOSK	EA	2	600	1,200
12	INSTALL TICKET VENDING MACHINE	LS	1	500	500
13	INSTALL LED "NEXT-BUS" SIGN	EA	2	600	1,200
14	INSTALL BIKE RACK	EA	2	900	1,800
15	INSTALL BIKE REPAIR STATION	LS	1	2,300	2,300
16	INSTALL TRASH RECEPTACLE	EA	4	225	900
17	6 FT FENCE WITH GATE	LF	20	300	6,000
18	MISSION TILE	LF	81	90	7,290
19	6" CURB	LF	120	57	6,840
	<b>ELECTRICAL/COMMUNICATIONS</b>				
20	SITE ELECTRICAL/COMM	LS	1	42,000	42,000
	<b>LANDSCAPE PLANTING</b>				
21	TREE	EA	1	350	350
22	RETROFIT IRRIGATION	SF	2,800	2.30	6,440
23	SHRUB PLANTING	EA	45	42	1,890
24	BARK MULCH	SF	165	4.50	742.50
25	TURF (SOD)	SF	950	7.25	6,887.50
26	BEND-A-BOARD	LF	45	13	585
27	TREE GUARD	EA	1	1,150	1,150
	<b>MISCELLANEOUS</b>				
28	CONSTRUCTION STAKING	LS	1	3,100	3,100
<b>TOTAL BASE BID</b>					<b>170,727.50</b>

Total Base Bid Amount in Words: one hundred seventy <sup>thousand</sup> ~~hundred~~ <sup>(2)</sup> seven hundred and twenty-seven dollars and fifty cents.  
Signature of Bidder: [Signature] Date: 10/27/19

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown above. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

The quantities of work or material stated in the Unit Price Items of the Bid Schedule are supplied only to give an indication of the general scope of the work; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price Item of the work by an amount up to and including 25 percent of any Bid Item, without a change in the Unit Price, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date 10.8.19 Addendum No. 3 Date 10.25.19  
Addendum No. 2 Date 10.24.19 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

The representations made herein are made under penalty of perjury.

Dated: 10/27/19 Bidder: BROOKH CONSTRUCTION, INC.  
By: [Signature]  
Contractor's License No. & Expiration Date: 851270 -  
Title: President

**END OF BID SCHEDULE/BID FORM**

Bidder represents that he/she has hereinabove set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Total" column is the extension of the unit price bid on the basis of the approximate quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

Proposals in which the prices are mathematically or materially unbalanced may be rejected. A bid is mathematically unbalanced if the bid is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the bid must carry its proportionate share of the total cost of the work plus profits. A bid is materially unbalanced if there is reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the RTA.

Bidder shall execute and submit with their proposal, each of the following:

- BIDDERS INFORMATION LIST
- DESIGNATION OF SUBCONTRACTORS
- BIDDER'S NON-COLLUSION DECLARATION (STATE FORM)
- BIDDER'S BOND

Bidder declares that he/she has read, and agrees to, the Special Provisions, including, without limitation, the provisions of Sections 1, 2, 3, 4, and 5 thereof.

Bidder shall list the name and address of each subcontractor to whom the bidder proposes to directly subcontract portions of the work as required by the provisions of the contract documents. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. The "DESIGNATION OF SUBCONTRACTORS" form for listing the subcontractors is included in the section titled "Bid Proposal and Forms" of the Contract Documents.

Accompanying this bid proposal is a bidder's bond, cash, cashier's check, or a certified check,

payable to the San Luis Obispo Regional Transit Authority, for the sum of 10%

of Bid Dollars (\$ \_\_\_\_\_), said amount being at least ten percent (10%) of the total of the bid. The proceeds thereof shall become the property of the RTA if the proposal is withdrawn after the time fixed in the Notice to Bidders for the opening of

bids, or if, in case this bid is accepted by said RTA Board of Directors and such bidder has received notice that the contract has been awarded to him/her, the undersigned shall fail within ten (10) calendar days, not including Saturdays, Sundays, and legal holidays, thereafter to execute a contract with the RTA and furnish the certificates of insurance and Payment and Performance bonds required by the Contract Documents.

Otherwise, said guarantee, except a bidder's bond, will be returned to the undersigned. This bid proposal may be withdrawn, in writing, prior to the time fixed in the Notice to Bidders for the opening of bids. It is understood and agreed that this bid proposal will not be withdrawn after the time fixed in the Notice to Bidders for the opening of bids. Bidders further agree that the failure of the RTA to open bids for this project exactly at the time fixed in said Notice shall not extend the time within which bids may be withdrawn.

The undersigned bidder will sign and deliver to the RTA the written contract, together with the certificates of insurance and bonds described in the Notice to Bidders, within ten (10) calendar days, not including Saturday, Sundays, and legal holidays, after the undersigned has received notice that the contract has been awarded to him/her.

The undersigned, as bidder, declares that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

The bidder's execution of the signature portion of this bid proposal shall also constitute an endorsement and execution of those certifications, questionnaires, and assurances which are a part of this proposal.

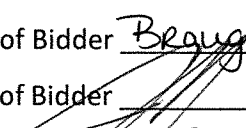
**ADDENDA:** The undersigned acknowledges and confirms the receipt of the following Addenda:

<u>Addenda Number</u>	<u>Date</u>
<u>1</u>	<u>10.8.19</u>
<u>2</u>	<u>10.24.19</u>
<u>3</u>	<u>10.25.19</u>
<u> </u>	<u> </u>

and agrees that said addenda are covered in the bid proposal and shall form a part of the Contract Documents.

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Bidder warrants and represents that he/she is licensed in accordance with an Act providing for the registration of Contractors, License No. 851220, Class A, License Expiration Date 5/31/20. (Note: The successful bidder must possess the license classification specified in the Notice to Bidders upon award of this contract.)

Name of Bidder Brough Construction, Inc.  
Signature of Bidder   
Printed Name and Title Jeffrey Brough, President  
Business Address 634 Printz Road, Arroyo Grande, CA 93420  
Email Address brough@broughconstruction.com  
Telephone Number (805) 489-7779  
Date 10/29/19  
DIR Registration No.\* 1000001344

NOTICE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contract in behalf of the corporation; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his or her signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the RTA prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

\* Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this construction project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**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/Offeror is committed to a minimum of 5.1% 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 DBEs 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 Authority have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation % (of Total Contract Value)	Description of Work to be Performed	Race and Gender of Firm

## BIDDERS INFORMATION SHEET

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime contractor. This information is required from the proposed prime contractor and shall be submitted with their bid proposal. The RTA will use this information to maintain and update a "Bidder's List" to assist in the overall annual Disadvantaged Business Enterprise (DBE) availability goal setting process required for Federal-aid projects. This information is also being made available to other local agencies for the same purpose. *To the extent permitted by law, all information submitted will be held in strict confidence and will not be shared without your consent except as noted above.*

Contractor:  Prime Contractor  Subcontractor  Supplier  Other:

Firm Name: Brough Construction, Inc. Phone: (805) 489-7779

Business Address: 634 Prantz Road, Arroyo Grande, CA 93420 Fax: (805) 473-2479

License No. and Classification: 851220 - A Years in Business: 14

Contact Person: Jeffrey Brough

Is the firm currently certified as a DBE by Caltrans?  No  Yes Cert. Number: \_\_\_\_\_

Gross Annual Receipts for last year:

- less than \$1 million     less than \$5 million     less than \$10 million  
 less than \$15 million     more than \$15 million

Type of work/ services/ materials provided for this job:

- Contractor     Supplier     Manufacturer     Trucking     Broker  
 Other (describe): \_\_\_\_\_

Contractor Specialty for this job:

- Roadway Construction (including signing, paving, and concrete) (237310)  
 Roadway Painting/Striping (237310)  
 Highway Lighting & Signal Installation (238210)  
 Bridge Construction (237310)  
 Tunnel Construction (237990)  
 Water, Sewer, & Pipeline Construction (237110)  
 Power & Communication Transmission Line (including conduit construction) (237130)  
 Landscaping (561730)  
 Irrigation (237110)  
 Other Heavy Construction (including parks, reservoir, water & sewer treatment facilities) (237990)  
 Masonry (including retaining walls and foundations) (238140)  
 Concrete Retaining Walls (238110)  
 Building Construction (236210/236220)  
 Other (describe): \_\_\_\_\_

- Copy sheet as needed
- None of the information requested on this form is material to the RTA's determination of which Bidder's Bid is the lowest responsive bid.

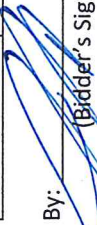
**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**DESIGNATION OF SUBCONTRACTORS FORM**

In compliance with the provisions of Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, the undersigned bidder sets forth the following:

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work that will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. If the subcontractor is not performing all of the work under the bid item number(s) listed for that subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the subcontractor.

Bid Schedule Item No.	Description of Portion of Work (if applicable)	Subcontractor	License No.	DIR Reg. No.**	Address	Percent of Total Bid Price
1	Traffic Control	Ayala Traffic Safety	962161	100013321	P.O. Box 2221 ATASCADERO, CA	<del>4.6%</del> 1.9% <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">C3</span>
18	Mission Time	Vixaria Ceramic Tile	481599	100000896	916 N. AMERICAN ST. YUBA, CA 95291	3.4% <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">C3</span>
20	ELECTRICAL	SANTA MARIA Elec	277342	100000019	408 N. BROADWAY SANTA MARIA, CA	19.4%
28	SURVEY	ABOVE GRADE	58256	1000001868	245 HIGUDA ST SAN JOSE, CA 95140	1.6%
17	Fencing	Central Coast Fence	463992	100009685	57 south str Grover Beach, CA	3.6%

By:  Jeffrey Brough, President, Brough Construction, Inc.  
(Bidder's Signature/Printed Name and Title/Company Name)

NOTES: \* When there is a failure to list a subcontractor, as required, the law provides that the Contractor agrees to do the work with his or her own forces. In such case, bidder must be authorized to perform said work. Any bid not complying with the provisions hereof may be rejected.  
 \*\* Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this construction project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

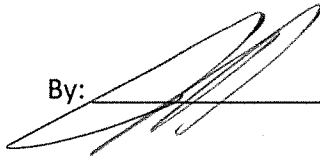
**RETURN THIS FORM WITH YOUR BID PROPOSAL**



**BIDDER'S NON-COLLUSION DECLARATION**

Bidder hereby states, under penalty of perjury, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Brough Construction, Inc.  
(Name of Company)

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

Jeffrey Brough  
Printed Name

President  
Title

Date: 10/29/19

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**CONTRACT AGREEMENT FOR**

**FOR**

**San Luis Obispo Transit Center  
SAN LUIS OBISPO, CA  
CONTRACT NO.**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the San Luis Obispo Regional Transit Authority, a political subdivision of the State of California, party of the first part, hereinafter called "RTA" and \_\_\_\_\_ the party of the second part, hereinafter called "Contractor".

WITNESSETH, that for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**ARTICLE 1 – WORK**

That the Contractor will, at its own proper cost and expense, do all the work and furnish all the equipment and materials necessary to construct and complete in good and workmanlike manner to the satisfaction of the RTA Board of Directors, for

**San Luis Obispo Transit Center  
SAN LUIS OBISPO, CA  
CONTRACT NO.**

all in strict accordance with the Contract Documents, including without limitation, the Project Plans, Specifications and the Special Provisions therefor, on file in the RTA offices located at 179 Cross Street, San Luis Obispo, California, 93401.

**ARTICLE 2 – CONTRACT**

This Agreement, together with the Notice and Instructions to Bidders, Bid Proposal and Forms, Specifications, Plans, the Special Provisions, including without limitation the Project Plans incorporated therein, and all addenda thereto, form the contract, and said

documents by this reference become as fully a part of this Agreement as if set forth in full and are herein sometimes referred to as “Contract” or as “Contract Documents”. The terms set forth below, when utilized in said documents, shall mean as follows:

**EXECUTIVE DIRECTOR:** Means the RTA Executive Director, acting either directly or through properly authorized agent(s), acting within the scope of the particular duties delegated to them, including registered engineers under contract to the RTA.

**BOARD SECRETARY:** Means the Secretary of RTA Board of Directors.

### ARTICLE 3 – CONTRACT TIMES

The Contractor shall begin work within ten (10) calendar days or as otherwise stated in the contract documents, not including Saturdays, Sundays, or legal holidays, from the date of receipt of the RTA’s Notice to Contractor to Proceed, and the work to be accomplished under this contract shall be completed within the time limit provided in the Special Provisions.

### ARTICLE 4 – CONTRACT PRICE

The total Contract price is the amount of the Contractor’s bid as set forth in the award of the Contract approved by the RTA Board of Directors. The Contractor will receive and accept and the RTA will pay the prices specified in the attached Bid Proposal, which is incorporated herein by reference, as full compensation for furnishing all labor, materials, and equipment for doing all the work contemplated and embraced in this Agreement. To the extent permitted by law, the Contractor assumes during the progress of the work and before its acceptance, any and all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the RTA; and assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work, for well and faithfully completing the work, and the whole thereof, in the manner and to the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and the Executive Director.

### ARTICLE 5 – SUBCONTRACTING

The Contractor’s attention is directed to the provisions of the “Subletting and Subcontracting Fair Practices Act” set forth in Sections 4100-4114 of the Public Contract Code.

## ARTICLE 6 – INTERPRETATION OF MEANING

The Contractor agrees that the Executive Director shall decide as to the meaning of the Standard Specifications, Standard Plans, and Special Provisions for the work, including without limitation the Project Plans incorporated therein, where the same may be found to be obscure or in dispute and the decision shall be final. The Executive Director shall have the right to correct any errors or omissions therein when such corrections are necessary to the proper fulfillment of the intention of the Special Provisions, Specifications and Plans; the action of such corrections is to take effect from the time said Executive Director gives notice thereof to the Contractor.

## ARTICLE 7 – INSURANCE REQUIREMENTS

Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless exception is granted by Risk Manager. Further, all policies shall be maintained for the full term of this Agreement and related warranty period if applicable.

### 7.01 SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

#### A. COMMERCIAL GENERAL LIABILITY

Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than \$1 Million (\$1,000,000) per occurrence and \$2 Million (\$2,000,000) aggregate. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- i. The RTA, its officers, officials, employees, and volunteers are named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance as 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).
- ii. The insurance provided herein shall be considered primary coverage to the RTA with respect to any insurance or self-insured retention maintained by the RTA. Further, the RTA's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
- iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the Executive Director.

B. BUSINESS AUTOMOBILE POLICY

Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- i. The RTA, its officers, officials, employees, and volunteers are named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- ii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the Executive Director.

C. WORKERS' COMPENSATION / EMPLOYERS' LIABILITY INSURANCE

- i. Workers' Compensation: policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
  - a. Contractor and its insurer shall waive all rights of subrogation against the RTA, its officers and employees for workers' compensation losses arising out of this Agreement.
  - b. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the Executive Director.
- ii. Employer's Liability: policy shall provide \$1 million dollars per accident for bodily injury or disease.

If the Contractor maintains higher limits than the minimum shown above, the RTA requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

7.02 DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

All deductibles and/or self-insured retentions that apply to the insurance policies required herein will be declared in writing and approved by the RTA prior to commencement of this Agreement.

### 7.03 DOCUMENTATION

Prior to commencement of work and annually thereafter for the term of this Agreement, Contractor will provide to RTA properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this Agreement. Further, at the RTA request, the Contractor shall provide certified copies of the insurance policies within thirty days of request.

Failure of the RTA to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of the RTA to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

### 7.04 ABSENCE OF INSURANCE COVERAGE

RTA may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense.

### 7.05 SPECIAL RISKS OR CIRCUMSTANCES

The RTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## ARTICLE 8 – INDEMNIFICATION

### 8.01 A.1 GENERAL

To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the RTA, its Board and each member thereof, and their respective officials, officers, directors, employees, commission members, representatives, and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts, or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened, or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the

Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor (“Indemnity Claims”). Such Indemnity Claims include, but are not limited to, claims for:

1. Any activity on or use of the RTA’s premises or facilities;
2. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
3. The failure of Contractor or the Work to comply with any applicable law, permit, or orders;
4. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
5. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor’s warranties, representations, or agreements set forth in the Contract Documents;
6. Any failure to coordinate the Work with the RTA’s separate contractors;
7. Any failure to provide notice to any party as required under the Contract Documents;
8. Any failure to act in such a manner as to protect the Project from loss, cost, expense, or liability;
9. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
10. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the RTA) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
11. Any liability imposed by applicable law including, but not limited to criminal or civil fines or penalties;

12. Any dangerous, hazardous, unsafe or defective condition of, in or on the site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the site by Contractor, its officers, agents, employees, or Subcontractors;
13. Any operation conducted upon or any use or occupation of the site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
14. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors.
15. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or the RTA arising out of Contractor's Work, for which the Contractor is responsible; and
16. Any and all claims against the RTA seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the RTA from such claims.

A.2 EFFECT OF INDEMNITEES' ACTIVE NEGLIGENCE

Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim that is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 8 A. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

A.3 INDEPENDENT DEFENSE OBLIGATION

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which



duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) calendar days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well-qualified, adequately insured and experienced legal counsel acceptable to the RTA.

A.4 INTENT OF PARTIES REGARDING SCOPE OF INDEMNITY

It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

A.5 WAIVER OF INDEMNITY RIGHT AGAINST INDEMNITEES

With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

A.6 SUBCONTRACTOR REQUIREMENTS

In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article 8A.

A.7 NO LIMITATION OR WAIVER OF RIGHTS

Contractor's obligations under this Article 8A are in addition to any other rights or remedies that the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in Article 8A are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article 8 A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the RTA to monitor compliance with these requirements imposes no additional obligations on the RTA and will in no way act as a waiver of any rights hereunder.

A.8 WITHHOLDING TO SECURE OBLIGATION

In the event an Indemnity Claim arises prior to final payment to Contractor, the RTA may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the RTA may release such funds if the Contractor provides the RTA with reasonable assurances of protection of the Indemnitees' interests. The RTA shall, in its sole discretion, determine whether such assurances are reasonable.

A.9 SURVIVAL OF INDEMNITY OBLIGATIONS

Contractor's obligations under this Article 8 A are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

B.1 RESPONSIBILITY TO OTHER ENTITIES

You are responsible for any liability imposed by law and for injuries to or death of any person, including workers and the public, or damage to property. Indemnify and save harmless any county, city or district and its officers and employees connected with the work, within the limits of which county, city, or district the work is being performed, all in the same manner and to the same extent specified for the protection of the State.

## ARTICLE 9 – FINAL PAYMENT

It is mutually agreed between the parties hereto, that no certificate given or payments made under this contract, shall be evidence of the performance of this contract, either wholly or in part. Final payment for the work performed under this contract shall not be made until the lapse of thirty-five (35) calendar days after the notice of completion of said work has been filed for record and no payment shall be construed to be an acceptance of any defective work or improper materials. The Contractor further agrees that acceptance by the Contractor of the final payment due under this contract, and the adjustment and payment of his/her bill rendered for any work done in accordance with any amendments of this Contract, shall be and shall operate as a release to the RTA from any and all claims or liabilities on account of work performed under this Contract except claims or liabilities for which written notice of claim or protest has been filed with the Executive Director. Besides guarantees required elsewhere, the Contractor shall and does hereby guarantee all workmanship and material for a period of one year from and after both the date of acceptance of the work and the recordation of the notice of completion by the RTA and shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the RTA is or becomes defective during the period of said guarantee without expense whatsoever to the RTA.

## ARTICLE 10 – CONTRACTOR’S REPRESENTATIONS

The Contractor hereby declares that he/she has read the Contract Documents pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

It is further stipulated and agreed that the Contractor shall keep himself/herself fully informed of all laws, ordinances, and regulations that do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereupon and all such orders of bodies and tribunals having any jurisdiction over the same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation the Contractor shall immediately report same to the Executive Director in writing. The Contractor shall at all times observe and comply with and shall cause all his/her agents, employees, and independent contractors hired by the Contractor to observe and comply with all such existing and future laws, ordinances, regulations, or decrees.

## ARTICLE 11 – APPRENTICES

Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor.

The Contractor and any subcontractor shall comply with the requirements of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code in the employment of apprentices.

To insure compliance and complete understanding of the law relating to apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of work on this contract. Responsibility for compliance with said Labor Code Sections lies with the prime contractor.

#### ARTICLE 12 – PAYROLL RECORDS

Attention is directed to the provisions in Section 1776 of the Labor Code concerning Contractor and subcontractor payroll records.

The Contractor and any subcontractor shall comply with the requirements of Section 1776 of the Labor Code.

#### ARTICLE 13 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Contractor agrees to comply with all of the Equal Employment Opportunity provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), including the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the RTA setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the RTA, advising the said labor union or worker's representative of the Contractor's commitments under this Article

14 and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the RTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Executive Director or the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### ARTICLE 14 – SAFETY

All work conducted by the Contractor and/or subcontractors in the execution of this contract shall be in accordance with current CAL OSHA requirements. Full compensation for compliance with the provisions of this Article shall be considered as included in the other items of work and no additional compensation will be allowed therefor.

## ARTICLE 15 – BONDS

Contractor agrees that the Payment Bond and Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement or any other Contract Document. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to any legal action between Contractor and RTA to enforce any provision of the Contract Documents.

## ARTICLE 16 – ATTORNEYS FEES

No provisions of the Contract Documents provide either the Contractor or the RTA the right to be awarded any attorney's fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. The parties agree that any references to attorney's fees in language describing indemnification obligations do not constitute a contractual provision that would provide either the Contractor or the RTA the right to be awarded any attorney's fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. Any other language in the Contract Documents providing for a recovery of attorney's fees shall be strictly construed as not including the recovery of any attorney's fees incurred by either Contractor or RTA in any legal action brought by either party to enforce any provision of the Contract Documents against the other party.

The parties agree that the Contract Documents contain no provisions that would allow either the Contractor or the RTA to be awarded attorney's fees and/or costs under Civil Code section 1717. Nothing in this Article affects any right by Contractor or RTA to recover attorney's fees or costs by operation of any law other than Civil Code section 1717.

In the event of any conflict between language in this Article and any other language in the Contract Documents, the language in this Article shall prevail.

## ARTICLE 17 – FEDERALLY REQUIRED CONTRACT CLAUSES

This project will be partially funded using Federal Transit Administration funds. As such, the clauses identified in the Special Provision are incorporated into this Agreement between the RTA and the Contractor.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written, being authorized thereto.

**SAN LUIS OBISPO REGIONAL TRANSIT  
AUTHORITY**

**CONTRACTOR**

By: \_\_\_\_\_  
RTA Board President

\_\_\_\_\_

Date: \_\_\_\_\_

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

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
RTA Board Secretary

\_\_\_\_\_

Printed Name and Title  
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)

APPROVAL RECOMMENDED  
GEOFF STRAW

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

Printed Name and Title

By: \_\_\_\_\_  
RTA Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for giving notices

APPROVED AS TO FORM AND LEGAL EFFECT:

\_\_\_\_\_

TIMOTHY MCNULTY  
RTA Counsel

\_\_\_\_\_

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

Date: \_\_\_\_\_

**BUY AMERICA REQUIREMENTS**

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients’ bid or request for proposal for FTA funded contracts. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The BIDDER must submit to RTA the appropriate Buy America certification below with its bid. Bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

*Certificate of Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Certificate of Non-Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**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 5.1% 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 DBEs 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 Authority have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation % (of Total Contract Value)	Description of Work to be Performed	Race and Gender of Firm

**Performance Guarantee Certification**

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

\_\_\_\_\_

Performance Bond

\_\_\_\_\_

Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME:  
\_\_\_\_\_

AUTHORIZED SIGNATURE:  
\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Performance Bond**

KNOW ALL MEN BY THESE PRESENTS: that

---

*(Insert full name and address and legal title of Contractor)* as Principal, hereinafter called Contractor, and

---

*(Insert full name and address or legal title of Surety)* as Surety, hereinafter called Surety, are held and firmly bound unto the RTA as Obligee, hereinafter called Authority, in the amount of \_\_\_\_\_ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with the RECIPIENT for Contract No. \_\_\_\_\_, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the RTA.

Whenever Contractor shall be, and is declared by the RTA to be in default under the Contract, the RTA having performed RTA's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

Complete the Contract in accordance with its terms and conditions, or

Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the RTA elects, upon determination by the RTA and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the RTA to Contractor under the Contract and any amendments thereto, less the amount properly paid by the RTA to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RTA or the heirs, executors, administrators or successors of the RTA.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS

PRINCIPAL

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (Title)

WITNESS

SURETY

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (Title)

**Attach hereto proof of authority of officers or agents to sign bond.**



**Bank Draft**

**FOR VALUE RECEIVED**

Pay on presentment to \_\_\_\_\_ the sum of \_\_\_\_\_  
(Name of Beneficiary) Dollars (\$)

Charge the Account of \_\_\_\_\_ Irrevocably Standby Letter of  
(Name of Issuing Bank)

Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_.

To \_\_\_\_\_  
(Name of Issuing Bank)

**NAME OF BENEFICIARY**

By \_\_\_\_\_

Its \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL BY THESE PRESENTS: That

WHEREAS, the RTA Board of Directors has awarded to \_\_\_\_\_

\_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement for construction of the **San Luis Obispo Transit Center**, which said Agreement, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of the Work, to file a good and sufficient bond with the body by whom the contract is awarded, to secure claims to which reference is made in Sections 3247 through 3252, inclusive, of the Civil Code of California, and Sections 3181, 3110, 3111 and 3112 of the Civil Code of California,

NOW, THEREFORE, we, the Principal and the undersigned \_\_\_\_\_

\_\_\_\_\_ as corporate surety, are held and firmly bound unto the San Luis Obispo Regional Transit Authority, (hereinafter called "RTA"), and unto all laborers, materialmen, and other persons

referred to in said statutes in the sum of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his/her subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the contract or to the work or to the specifications.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF one identical counterpart of this instrument, which shall for all purposes be deemed an original thereof, has been duly executed by the Principal and Surety

above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Principal

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Surety

\_\_\_\_\_

\_\_\_\_\_

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.



**CONTRACT AMENDMENT**



**WALLACE GROUP®**

CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

<b>Project Name:</b> SLO Transit Center	<b>CA No.</b> 02
<b>Client Name:</b> RTA	<b>Project/Phase No.</b> 1307-0003
<b>Attention:</b> Geoff Straw	<b>Date:</b> October 30, 2019
<b>Address:</b> 179 Cross St., San Luis Obispo, CA 93401	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed June 19, 2018. If approved, please return one signed original Contract Amendment to Wallace Group.

**Description and Purpose of the Revision(s)**

**Construction Management Services** **Estimated Fee \$35,430**

Construction Management will include the following tasks:

1. Preconstruction
  - a. Preconstruction conference and prep time - 6 hrs
  - b. Submittal processing - 12 hrs
2. Construction
  - a. Weekly progress meetings - 4 hrs each X 11 weeks
  - b. Inspection & oversight - 10 hrs week x 12 weeks
  - c. RFI/CCO processing - 20 hrs
3. Post-construction
  - a. Develop punch list & inspect - 12 hrs
  - b. Compile closeout documentation - 8 hrs

See the attached cost worksheet for detailed information about hours per task.

**Additional Bid Support Services** **Estimated Fee \$2,172.17**

These costs are for services provided during bid process, see attached "unbilled detail" for a detailed breakdown.

**TOTAL FEES \$37,602.17**

**Revision(s) Represent:**

- a change in previous instructions  
 a change in Scope of Services  
 other:

**Revision(s) Fee:**


- hourly (time & materials) \$  
 progress billing: \$  
 not-to-exceed w/o authorization: \$37,602.17

**Revision(s) will be invoiced as:**

- increase to an item within the existing contract  
 a new item added to existing contract

Issued by,  
**WALLACE GROUP, a California Corporation**

**APPROVED BY CLIENT:**

	<b>Signature:</b>
<b>Signature:</b>	
<b>Print Name:</b> Tom Zehnder PE 72702	<b>Print Name:</b>
<b>Title:</b> Principal	<b>Title:</b>
<b>Date:</b> February 13, 2019	<b>Date:</b>

WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4294

www.wallacegroup.us

<b>Wallace Group Team Resource Estimate for the Construction Management - RTA Transit Center</b>					
<b>PHASE/TASK</b>	<b>TASK DESCRIPTION</b>	<b>DIRECTOR / PROJECT MANAGER</b>	<b>SENIOR CONSTRUCTION INSPECTOR II</b>	<b>TOTAL LABOR HOURS</b>	<b>TOTAL</b>
		<b>HRS</b>	<b>HRS</b>	<b>HRS</b>	<b>COST \$</b>
	<b>RATE</b>	<b>\$170</b>	<b>\$155</b>		
<b>1</b>	<b>PreConstruction</b>				
1a	Submittal Processing	12		12	\$2,040
1b	Pre-Construction Conference	6		6	\$1,020
<b>2</b>	<b>Construction</b>				
2a	Weekly Meeting	22	22	44	\$7,150
2b	Inspection / Oversight		120	120	\$18,600
2c	RFIs & Change Orders	16	4	20	\$3,340
<b>3</b>	<b>Post Construction</b>				
3a	Punch List	4	8	12	\$1,920
3b	Close Out Documentation	8		8	\$1,360
	<b>SUB-TOTALS</b>	68	154	<b>222</b>	
	<b>WALLACE GROUP LABOR COSTS</b>	\$11,560	\$23,870		<b>\$35,430</b>
	<b>WALLACE GROUP DIRECT COSTS</b>				
	<b>SUBCONSULTANTS TOTAL COSTS</b>				
	<b>SUBCONSULTANT OVERHEAD @</b>				
	<b>TOTAL</b>				<b>\$35,430</b>

# Unbilled Detail

Wednesday, October 30, 2019

1:29:05 PM

Wallace Group

As of 11/30/2019

Billing Status	Date	Labor Category	Description	Hours/Units	Billing Rate	Billing Amount
<b>Project Manager Name: Zehnder, Thomas</b>						
<b>Project Number: 1307-0003-00 SLO RTA TRANSIT CENTER</b>						
<b>Phase Number: 00500 Construction Documents (90% &amp; Final)</b>						
Principal: Bradford Brechwald		Total Compensation:		18,875.00	Rev Type: B	JTD Billed: 21,294.52
Project Manager: Thomas Zehnder		Client Name:		San Luis Obispo Regional Transit Authority		
<b>Labor:</b>						
B	9/26/2019	Director of Construction Management	Brennan, Michael	2.00	170.00	340.00
specs, prevailing wage info						
B	5/22/2019	Principal	Zehnder, Thomas	.50	195.00	97.50
specs						
B	9/26/2019	Principal	Zehnder, Thomas	4.00	195.00	780.00
final plans and specs						
B	9/30/2019	Principal	Zehnder, Thomas	2.00	195.00	390.00
update specs						
				<b>Total Billable Labor</b>	<b>8.50</b>	<b>1,607.50</b>
				<b>Total Labor</b>	<b>8.50</b>	<b>1,607.50</b>
				<b>Total for 00500</b>	<b>8.50</b>	<b>1,607.50</b>
<b>Phase Number: 00600 Bidding Assistance</b>						
Principal: Bradford Brechwald		Total Compensation:		2,034.60	Rev Type: B	JTD Billed:
Project Manager: Thomas Zehnder		Client Name:		San Luis Obispo Regional Transit Authority		
<b>Labor:</b>						
B	10/7/2019	Director of Construction Management	Brennan, Michael	1.00	170.00	170.00
job walk, site meeting						
				<b>Total Billable Labor</b>	<b>1.00</b>	<b>170.00</b>
				<b>Total Labor</b>	<b>1.00</b>	<b>170.00</b>
<b>Expenses:</b>						
B	10/7/2019	Zehnder, Thomas bid walk				4.67
				<b>Total Billable Expenses</b>		<b>4.67</b>
				<b>Total Expenses</b>		<b>4.67</b>
				<b>Total for 00600</b>	<b>1.00</b>	<b>174.67</b>
<b>Phase Number: 00700 Additional Services</b>						
Principal: Bradford Brechwald		Total Compensation:		6,500.00	Rev Type: B	JTD Billed: 6,944.13
Project Manager: Thomas Zehnder		Client Name:		San Luis Obispo Regional Transit Authority		
<b>Labor:</b>						
B	10/3/2019	Principal	Zehnder, Thomas	.25	195.00	48.75
add to bidders list						
B	10/7/2019	Principal	Zehnder, Thomas	1.25	195.00	243.75
prep and attend bid walk						
B	10/9/2019	Principal	Zehnder, Thomas	.50	195.00	97.50
bidding docs						
				<b>Total Billable Labor</b>	<b>2.00</b>	<b>390.00</b>
				<b>Total Labor</b>	<b>2.00</b>	<b>390.00</b>
				<b>Total for 00700</b>	<b>2.00</b>	<b>390.00</b>
				<b>Total for 1307-0003-00</b>	<b>11.50</b>	<b>2,172.17</b>



San Luis Obispo Regional Transit Authority  
Executive Committee Meeting  
Minutes 08/14/19  
D-1

Members Present: Fred Strong, City of Paso Robles, **President**  
Ed Waage, City of Pismo Beach

Members Absent: John Peschong, District 1 Supervisor, **Vice President**

Staff Present: Geoff Straw, Executive Director  
Jon Ansolabehere, County Counsel  
Chelsea Sperakos, Administrative Assistant

Also Present: Eric Greening  
Pete Rodgers, SLOCOG Executive Director

**1. Call to Order and Roll Call:**

**President Fred Strong** called the meeting to order at 12:00 PM. A silent roll call was taken and a quorum was present.

**2. Public Comments:**

**Mr. Eric Greening** stated that he was on Route 9 as it left the Atascadero post office and the bus was at full capacity with wheelchairs; he asked if RTA tracks wheelchair/mobility device capacity on buses to prepare for extra wheelchairs. Does RTA have a policy/procedure when the bus is full and another person in a wheelchair is at the next stop?

**Mr. Geoff Straw** stated that the additional wheelchair is called in and a Runabout driver or Road Supervisor in the area will provide a courtesy transport is possible for the passenger within 15 to 20 minutes. Retired Runabout vehicles are used by Supervisors to assist ADA passengers and full bike racks.

**3. Information Items:**

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

**Mr. Straw** stated there is a battery-electric bus (BEB) demonstration coming next week; the previous demo BEB did not do well over the Cuesta Grade, so RTA needs to conduct more trial runs to test various manufacturer's vehicles. This demonstration will be a full capacity test of the BEB's performance on Route 9N; Board members are invited to ride. RTA has hired Melissa Mudgett as Grants & Finance Manager; she started August 5th. She had previously worked for SLO City and has grants management experience. The Government Center passenger facility grant went through; RTA is expecting to take the project to bid for construction, and by next meeting will have fully negotiated contract. Service to Cuesta College fare-free for first 2 weeks each semester; this a result of a partnership between RTA and Cuesta where each pay half of the forgone fare.

**President Strong** asked if the Government Center grant is a totally different grant than what was awarded for the Bus Maintenance Facility. **Mr. Straw** stated that the funds for the Government Center project is bus stop improvement money that has been accumulate for 4 years; the Bus Maintenance Facility is being separately funded.

**A-2 Schedule for Financing & Construction of Bus Maintenance Facility (Receive)**

**Mr. Straw** stated that the grant application for FTA Section 5339(b) is still pending; the funding will need to be ready when construction is bid in March 2020.

**President Strong** asked if there is a backup plan if we don't get the grant.

**Mr. Straw** stated that if we don't get the grant we use TIFIA; RTA admin will need to make a trip in October to DC. RTA would be the first rural TIFIA project in the nation.

**Mr. Pete Rodgers** stated that he is meeting with Salud Carbajal at the end of the month and will bring the project up for discussion.

**Mr. Greening** asked if there overlap between construction for the Bus Maintenance Facility and construction of the overpass, and if those projects will interfere with each other.

**Mr. Straw** stated that there is no interference between the projects; RTA is still negotiating with the City of SLO on the Elks Lane project.

**4. Action Items:**

**B-1 Authorize Procurement of Bus Garage Construction Management Services (Action)**

**Mr. Straw** stated that this item is budgeted and fully funded; RTA is requesting the authority to go out to bid.

**Board Member Ed Waage** made a motion to approve agenda item B-1 and **President Strong** seconded the motion. The motion passed via voice vote.

5. **Consent Items:**

**C-1 Executive Committee Meeting Minutes of February 6, 2019 (Approve)**

**Board Member Ed Waage** made a motion to approve agenda item C-1 and **President Strong** seconded the motion. The motion passed via voice vote.

6. **Agenda Review:**

**September 4, 2019 Draft RTA Board Agenda:** The Executive Committee is asked to review and comment on the proposed agenda items.

a. Information Items

A-1 Executive Director's Report (Receive)

A-2 Schedule for Financing & Construction of Bus Maintenance Facility (Receive)

A-3 Strategic Business Plan Results (if available; possibly November)

b. Action Items

B-1 Agreement with Fluidium for Fixed-Route On-Bus Wi-Fi Services (Approve)

B-2 Authorize Procurement of Bus Garage Construction Mgt. Services (Approve)

c. Consent Items

C-1 RTA Board Meeting Minutes of July 10, 2019 (Approve)

C-2 RTA Board Meeting Minutes of August 7, 2019 (Approve)

C-3 Amended Health Insurance MOU (Approve)

d. Closed Session Items – CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following items:

Initiation of litigation pursuant to subdivision (c) of Section 54956.9. One case.

**Board Member Ed Waage** made a motion to approve the proposed September RTA Board Agenda and **President Strong** seconded the motion. The motion passed via voice vote.

7. **Board Member Comment**

The committee discussed concern with performance of BEBs on Route 9 and looking for other grant opportunities for electrification of the RTA fleet.

**Mr. Greening** asked if RTA has a backup plan regarding loss of power due to a PG&E shutdown, considering that the fleet will soon be electric. Will there be solar panels powering the fleet?

**Mr. Straw** stated that the solar panels on site are currently only meant to fuel the campus. Antelope Valley Transit has a diesel generator that can charge 20 buses, which could be a backup option.

**President Strong** stated that when RTA makes the decision for solar provider for the site, the agency should look at state of Hawaii provider that has proven to be successful.

**President Strong** adjourned the RTA Executive Committee Meeting at 10:32 AM.

**Next RTA Executive Committee Meeting: October 9, 2019**

Respectfully Submitted,

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Chelsea Sperakos  
Administrative Assistant

Acknowledged by,

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Fred Strong  
RTA President 2019

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**DRAFT**  
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**BOARD MEETING MINUTES OF SEPTEMBER 4, 2019**  
**D-2**

**BOARD MEMBERS PRESENT:**

LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO  
ROBERT DAVIS, CITY OF MORRO BAY  
JEFF LEE, CITY OF GROVER BEACH (arrived during Item A-1)  
JIMMY PAULDING, CITY OF ARROYO GRANDE  
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO (Vice President)  
ANDY PEASE, CITY OF SAN LUIS OBISPO  
HEATHER MORENO, CITY OF ATASCADERO  
FRED STRONG, CITY OF PASO ROBLES (President)  
ED WAAGE, CITY OF PISMO BEACH  
DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO

**BOARD MEMBERS ABSENT: NONE**

**STAFF PRESENT:**

GEOFF STRAW, EXECUTIVE DIRECTOR  
NINA NEGRANTI, SAN LUIS OBISPO COUNTY COUNSEL  
CHELSEA SPERAKOS, ADMINISTRATIVE ASSISTANT

**CALL TO ORDER AND ROLL CALL:** RTA Meeting called to order at 8:30 AM and roll call was taken. A quorum was present.

**Public Comment:**

**Mr. Eric Greening** stated that he was glad to see employees present that have stuck with RTA for 10 years, and expressed thanks for the opportunity to ride on the electric bus (BEB). He hopes that RTA will continue to work with the community towards electrification of the fleet and working out the kinks in the infrastructure that it brings. A possible source of grant funds may be with Monterey Community Power.

**A. INFORMATION AGENDA**

**A-1 Executive Director's Report (Receive)**

**Mr. Geoff Straw** stated that the Employee of the Quarter BBQ was on August 2<sup>nd</sup>, which was also the 10 year anniversary of taking services in-house. The employees present at the meeting were honored with ten or more years of service. **Mr. Omar McPherson** stated that these employees love the community and epitomize great community service. **Mr. Randy Freeman** was presented as the Employee of the Quarter. He's been with RTA since October 2015; he drives Runabout and Route 15. The next EOQ is October 31st.

The planned new Government Center passenger facility will be creating a plaza area and increase the number of shelters, as well installing a Ticket Vending Machine. The project is going out to bid in mid-September for construction. RTA will be bringing bids before the RTA Board on November 6<sup>th</sup>. RTA has hired new Bus Operators and is recruiting for two Technician positions; Bus Operator Gerry Martinez was promoted to Operations Supervisor.

The BYD battery-electric bus demonstration did not pass the Cuesta Grade test; the bus would not be able to perform on Route 9 and would not be able to do three runs in a day. As part of the Bus Maintenance Facility project, the design team has developed a transportation electrification plan. The RTA had submitted a zero-emission bus grant application, however only one agency in the state was awarded the funds, which was Orange County Transit. Staff will continue to look for funding for South County Transit electrification, which would be a good test for electrification on a smaller scale. Token Transit has been popular and well received; staff noted an increased use of the app at the beginning of the school year.

The Bus Maintenance Facility has been endorsed by the San Luis Obispo Planning Commission without protest. The Prado Road overpass project will require far less property than the City's original plan. The new plan provides more room for bus circulation and for surface storm water retention, which frees up funds originally designated for the project. The RTA came to agreement with the City about the Elks Lane realignment and RTA does not have to move utilities. There is no increase in cost. The 60% construction cost estimate is \$24.3 and contingency; this is lower than 30% estimate which was \$27 million. The RTA was able to accomplish this by removing add on options. The RTA will seek TIFIA funding for the facility. The RTA is willing to share the plans with SLO Public Works directors for review and comment.

The RTA welcomed **Melissa Mudgett** as the new Grants Manager; Melissa replaced Omar in his old position. The end of the fiscal year has shown a decline in overall ridership. The fixed-route ridership declined 2.6% from last year, Runabout showed a 1% decline, although productivity is still strong. The year-end farebox recovery ratios were 18.2% for fixed-route and 5% for Runabout. The year-to-date subsidy per passenger for fixed-route was \$7.65, and for Runabout it was \$78.01.

#### **Questions:**

**Mr. Robert Davis** asked if RTA ridership trends reflect national trends.

**Mr. Straw** stated RTA is doing better than the nation.

**Ms. Heather Moreno** moved to receive agenda item A-1 and **Ms. Debbie Arnold** seconded the motion. The motion passed unanimously via voice vote.

#### **A-2 Recognition of Employees with 10 Years of Service (Receive)**

**Mrs. Tania Arnold** stated that as of August 2009, RTA took services in-house. There are 28 of the original employees still employed with RTA. RTA appreciates all these individual employees for their service. These employees are recognized for 10 years of service and many for 10 years of safety.

**Vice President John Peschong** moved to receive agenda item A-2 and **Ms. Pease** seconded the motion. The motion passed unanimously via voice vote.

**A-3 Strategic Business Plan Results (Receive)**

**Mr. Straw** stated that the Strategic Business Plan reflects what RTA is trying to achieve and states goals and the mission of the agency. The Board may reference the agenda for details.

**Public Comment:**

**Mr. Greening** expressed his appreciation to the employees who have stayed with RTA for the past 10 years. He also would like to see data for missed connections, potentially within the Strategic Business Plan. Given that RTA has been staying within budget since 2012, perhaps the agency could afford to increase driver wages.

**Vice President John Peschong** moved to receive agenda item A-3 and **Ms. Pease** seconded the motion. The motion passed unanimously via voice vote.

**B. ACTION AGENDA**

**B-1 Authorize RFQ for Construction Management Services (Approve)**

The San Luis Obispo Planning Commission accepted the plans for the Bus Maintenance Facility on July 24th; the 90% design documents are due in two weeks. The Construction Manager firm will oversee the facility construction schedule, cost, quality, safety and scope of project. The Construction Manager will also review plans and make sure they are constructible. This is fully funded. Having a good Construction Manager is vital to stay on schedule and budget. The services are qualifications based and the request for qualifications will be posted on Sept 16<sup>th</sup>, with proposals due October 7th.

**Vice President John Peschong** moved to approve agenda item B-1 and **Mr. Ed Waage** seconded the motion. The motion passed unanimously via roll call vote.

**C. CONSENT AGENDA: (Roll Call Vote)**

**C-1 RTA Board Meeting Minutes of July 10, 2019 (Approve)**

**C-2 Schedule for Financing & Construction of Bus Maintenance Facility (Receive)**

**C-3 Amended Health Insurance MOU (Approve)**

**C-4 Authority to Submit Round 2 AB617 Grant Application (Approve)**

**C-5 RTA Board Meeting Minutes of August 7, 2019 (Approve)**

**C-6 Purchase Replacement Engine (Approve)**

**Mr. Straw** stated that C-6 is an amended agreement.

**Public Comment:** None

**Mr. Jeff Lee** moved to approve agenda items C-1 through C-6 and **Ms. Moreno** seconded the motion. The motion passed unanimously via roll call vote.

**D. CLOSED SESSION:**

The RTA Board went into closed session at 9:15 AM and returned at 10:09 AM.

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

**E. BOARD MEMBER COMMENTS:** None

The RTA Board Meeting was adjourned at 10:09 AM.

Next regularly scheduled RTA Board Meeting on **November 6, 2019**

Respectfully Submitted, Chelsea Sperakos Administrative Assistant

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
OCTOBER 16, 2019  
STAFF REPORT**

**AGENDA ITEM:** D-3

**TOPIC:** Lease for Operating/Parking Yard

**ACTION:** Execute Lease Agreement

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Execute Lease for 800 Rodeo Drive in Arroyo Grande

**BACKGROUND/DISCUSSION:**

In July 2011, SoCo Transit moved its operations yard from Grover Beach to its current County-owned facility at 800 Rodeo Drive in Arroyo Grande. It should be noted that the RTA has been and will continue to be a signatory on this agreement. The primary purpose is because RTA management staff performs the on-site stormwater monitoring. But it is also an important park-out facility for two RTA buses – one fixed-route bus that can be quickly deployed in case of an RTA Route 10 bus failure, but also so that a Runabout bus operator and van can be based at the Arroyo Grande yard to more cost-effectively serve Runabout riders in South County.

The 2011 lease and all extensions expired on June 30, 2019; the County agreed to continue the terms of the lease until such time that an ensuing lease could be negotiated. Staff worked closely with Dave Fleishman to act as the SoCo Transit’s negotiator with the County Real Estate Services staff; Mr. Fleishman also serves as the City Attorney for Pismo Beach. The attached draft agreement has been conceptually accepted by County staff. The rental costs are the same as the existing ones (\$3,000/month, with annual CPI change limited to 5% maximum increase). The term of the agreement would end after five years – with two important caveats: 1) an option to extend for up to five one-year periods, and 2) both parties would agree to renegotiate a longer term should SoCo Transit obtain a battery-electric bus recharging infrastructure grant that requires a longer term. All other revisions – which are shown in red/underline text – are housekeeping changes suggested by Mr. Fleishman or County staff.

The SoCo Board of Directors authorized me in my role as the SCT Administrator to sign the new lease agreement at its October 23, 2019 meeting. I am seeking the RTA Board’s authorization to sign the lease agreement on behalf of the RTA. County staff would take the signed document to the SLO County Board of Supervisors seeking final execution of the agreement.

**Staff Recommendation**

Staff recommends that the RTA Board authorize the Executive Director to execute the attached draft agreement.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of San Luis Obispo, a political subdivision of the State of California (“County/Lessor”), and the San Luis Obispo Regional Transit Authority, a joint powers authority in the State of California, and South County Area Transit, a joint powers authority in the State of California (both authorities referred to herein as “Lessee/Co-Lessees”) (collectively the “Parties”).

**WHEREAS**, the County owns approximately 13.11 acres of land with improvements located at the corner of West Branch Street and Rodeo Drive in the City of Arroyo Grande, more particularly described as Assessor’s Parcel Number 007-011-050; and

**WHEREAS**, Lessee currently leases a portion of APN 007-011-050 as depicted on Exhibit "A" attached hereto and incorporated herein (the “Premises”) under that certain lease dated November 20, 2012 (“Original Lease”); and

**WHEREAS**, the Original Lease expired on June 30, 2019 and the Parties are now in hold-over; and

**WHEREAS**, Lessee and County now desire to enter into a new Lease Agreement for continued use of the Premises; and

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

1. **Incorporation of Recitals**: The recitals set forth above, and all defined terms set forth in such recitals and in introductory paragraphs preceding the recitals, are hereby incorporated into this Lease Agreement as if set forth in full.

2. **Grant and Description of Premises**: County, for and in consideration of the promises contained herein, hereby grants to Lessee the exclusive right and privilege to lease and to occupy the Premises, as identified on Exhibit “A,” consisting of a portion of approximately 3.25 acres zoned Public/Quasi-Public District (PE), fully fenced, with a 6,048 square-foot metal structure (containing six work bays, office area, and non-ADA compliant restroom), a small wooden storage building, car wash area, and elevated vehicle work ramp.

3. **Condition of Premises**: The taking of possession of the Premises by Lessee shall, in itself, constitute acknowledgment that the Premises are in good and tenantable condition. Lessee agrees to accept the Premises in its presently existing condition, "as is"; and County shall not be obligated to make any alterations, additions or betterment thereto. Lessee acknowledges County’s Disclosure of known existing conditions as set forth in Exhibit “B”, attached hereto and incorporated herein.

4. **Term**: The Term of this Lease Agreement shall commence upon full execution of the Lease Agreement, with the County being the last party to sign (the “Commencement Date”) and shall expire five (5) years from the Commencement Date (“Initial Term”), with options to extend as described in Paragraph

5 below. In the event Lessee obtains grant funding to install and operate electric charging facilities on the Premises where such grant funding requires a longer term leasehold as a condition of receipt of grant funds, the parties shall meet to determine whether to enter into such additional extensions to the Initial Term as are commensurate to the grant funding requirements.

5. **Option to Extend:** Within six (6) months prior to the expiration date of the Initial Term of the Lease Agreement, or any Extended Term, and with the mutual written consent of the Central Services Director, or Director's designee ("Director") and Lessee, Lessee may notify the County, in writing, of its desire to extend the term of the Lease Agreement for up to five additional consecutive one (1) year periods ("Extended Term"). The right of Lessee to negotiate with County any extension of this Lease Agreement pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:

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

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

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

6. **Rental:** Beginning upon the Commencement Date, Lessee shall pay County as rent for the Premises the sum of Three Thousand Dollars (\$3,000) per month, payable in advance on the first day of each month, without deduction, offset or abatement. Beginning on the first day of the thirteenth (13th) month, and every subsequent annual anniversary date thereafter, the preceding year's rent shall be adjusted upward according to any percentage rise in the Consumer Price Index ("CPI"). The adjustment shall be by a percentage equal to the percentage increase of the Consumer Price Index between the previous December published CPI (or most immediately available month prior to the previous January, if no index is published in December) and the corresponding CPI for the same period twelve months previous. If there is a decrease or no change in the CPI, then the preceding year's option rent will not be adjusted. Annual CPI adjustment shall not exceed five percent (5%) annually.

The term "Consumer Price Index" refers to the Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County Statistical Area, California, based on the period of 1982-84 = 100 as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

The index for the adjustment date shall be the one reported in the U.S. Department of Labor's most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base other than the base period (1982-84=100), the base figure used for calculating the adjustment percentage shall first be converted under a formula supplied by the Bureau.

If the described index is no longer published, another generally recognized as authoritative shall be substituted by agreement of County and Lessee. If County and Lessee are unable to agree within thirty



(30) days after demand by either party, on application of either party the substitute index shall be selected by the chief officer of the San Francisco regional office of the Bureau of Labor Statistics or ~~it~~-its successor.

County shall provide written notice to Lessee of each adjusted rental amount on an annual basis. If the rent is not adjusted at the time for said adjustment as provided herein, Lessee shall continue to pay the annual rent established for the prior period until such adjustment is made, at which time Lessee shall promptly pay to County any deficiency and shall henceforth pay at the adjusted rate of rent.

All rental payments shall be directed to County at the following address:

County of San Luis Obispo  
Central Services Department/Real Property Services  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

**7. Use of Premises:**

**A.** Use of the Premises shall be for Lessee's vehicle parking and maintenance related to public transportation operations, and no other use shall be approved without the prior written approval of the Director. Use of the Premises is conditioned upon the Lessee maintaining in full force and effect a Conditional Use Permit issued by the City of Arroyo Grande.

**B.** Lessee's interests shall at all times be in compliance with all laws, including but not limited to federal and state statutes, implementing regulations, local ordinances and agency rulings whether or not these laws are enacted or promulgated as urgency measures under police powers or for health and safety reasons whether currently existing, amended or new enactments. Lessee agrees not to use the Premises as a residence.

**C.** Lessee expressly agrees at all times during the term of this Lease Agreement, at its own cost and expense, to maintain and operate the Premises and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules, or regulations of any governmental authority, now or at any time during the term of this Lease Agreement in force, relating to sanitation or public health, safety or welfare

**D.** Lessee shall be solely responsible for providing of all services, equipment, supplies, and personnel for the administration, staffing, operation and maintenance of the Lessee's business at the Premises. Lessee shall comply with all labor laws, ~~INS-USCIS~~ laws, and tax laws.

**E.** Lessee may wash buses on the Premises so long as this activity is performed in compliance with the terms of the Conditional Use Permit issued by the City of Arroyo Grande.

**8. Signs:** Lessee, at its sole cost and expense and subject to prior written approval by Director, may place signs on the Premises. Signs shall conform to any and all sign ordinances of the City of Arroyo Grande.

**9. Capital Improvements:** Any and all Capital Improvements to be undertaken hereunder shall be administered as follows:

**A.** Lessee agrees to submit to the Director for review and approval, all plans including specifications, working drawings, and other information required by the Director covering the projects to be

accomplished by Lessee. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of the initiation of any such projects. Additionally, if any of the proposed improvements require a licensed contractor, Lessee shall submit verification of the appropriate licensure and verification of sufficient insurance and bonding of the licensed contractor. If the Director objects to all or any portion of proposed plans, the Director shall state the objections specifically, and the Lessee shall make the changes specified and resubmit the plans as revised for the Director's approval as herein provided. No improvement or alteration shall be made to the premises or any portion thereof without the submission to and prior written approval of the plans by Director. Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by Lessee to be a waiver by the Director of Lessee's need to acquire building and construction permits to include, but not be limited to, required permits from the City of Arroyo Grande, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes.

**B.** Central Services-Real Property Services shall perform a final inspection of the capital improvements. If County determines capital improvements are in compliance with the aforementioned terms and conditions, then Director shall issue a written statement of compliance acknowledging completion of the capital improvement project. Nothing herein shall be construed to be a waiver by the Director of Lessee's need to obtain final inspections and approvals from other required entities. Lessee shall protect the Premises from any lien or charges whatsoever, by reason of said capital improvements.

**10. Ownership of Improvements:** Title to improvements on the Premises at the commencement of this Lease Agreement is retained by the County. This Lease Agreement is subject to any rights of ownership in the improvements. The ownership of all approved improvements constructed by the Lessee, if any, shall remain in Lessee until expiration, or sooner termination, of the Term of this Lease Agreement. Upon termination of this Lease Agreement, unless otherwise required by applicable grant funding sources, all alterations, additions and improvements made in, to or on the Premises (including without limitation all electrical, lighting, plumbing, heating, air conditioning, and communications equipment and systems, alarms, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures unless excluded in a written agreement signed by Lessee and Director), shall, without compensation to Lessee, become County property free and clear of all claims to or against them by Lessee or any third person, and Lessee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph. Such improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon County's request, Lessee shall remove those additions, alterations, signs or improvements as may be specified by County, and repair and restore the Premises to its original condition at Lessee's sole cost and expense prior to expiration of the Term.

**11. Lessee's Personal Property:** Title to all personal property, moveable furniture, and movable equipment provided by Lessee will remain in Lessee's ownership. Furniture and equipment affixed

to the real property in any way will be considered a capital improvement and will be subject to the terms of Paragraphs 9 and 10 above. Upon the removal of personal property by Lessee, whether such removal is upon termination of this Lease Agreement or at any time prior thereto, Lessee will repair all damage to the Premises caused by the addition or removal of such property. County will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of Lessee. If Lessee elects to attach personal property to the Premises that Lessee does not wish to be considered a capital improvement, a written request to exclude this personal property from capital improvements will be submitted to Director for written approval prior to installation of the personal property.

12. **County's Personal Property:** County shall retain title to all of County's personal property and Lessee shall maintain said personal property; specifically, two gas heaters, one picnic table, and one landscaping sprinkler system during the term of this Lease Agreement. Any personal property improvements hereafter added by County, at County's expense, shall remain County property and County shall maintain such improvements.

13. **Equipment and Fixtures:** County shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the equipment, fixtures, furnishings, inventory, or other personal property of County that is used by Lessee under this Lease Agreement, or any personal property owned and used by Lessee.

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

15. **Utilities:** Lessee shall be responsible to provide and pay for all utilities used on the Premises.

16. **Utility Conservation:** Lessee will not waste electricity or water and agrees to cooperate fully with the County to assure the most effective and economical use of utility services provided to the Premises. County acknowledges and agrees that Lessee may, in accordance with Section 9, install higher-amperage electrical service to the Premises to facilitate Lessee's conversion to electrical bus charging equipment.

17. **Storm Water:** Lessee shall adhere to the Pollution Prevention and Good Housekeeping requirements of the Municipal Separate Storm Sewer System Permit (MS4 Stormwater Permit) issued to the County of San Luis Obispo by the State Water Resources Control Board. Activities performed on the Premises shall conform to the requirements of the MS4 Stormwater Permit, and Lessee shall adhere to Best Management Practices (BMPs) referenced at [slocounty.ca.gov](http://slocounty.ca.gov) and/or to future BMPs required by the County in order to maintain compliance. Lessee shall allow the County to inspect the Premises upon reasonable notice and shall report compliance annually to fulfill requirements of the MS4 Stormwater Permit."

18. **Garbage:** Lessee shall be responsible for all trash services at the Premises.

19. **Janitorial**: Lessee shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Premises including rubbish and trash removal, and sweeping/cleaning of the Premises.

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

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

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

22. **Business Hours**: It is understood and agreed that the hours of Lessee's business operations shall be defined in Lessee's Conditional Use Permit with the City of Arroyo Grande.

23. **Insurance**: Lessee shall procure and maintain for the duration of the Lease Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's use of the Premises and the performance of any work hereunder by the Lessee, its agents, representatives, or employees. Coverage shall be at least as broad as:

A. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. **Automobile Liability**: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Lessee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

C. **Workers' Compensation**: insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for

bodily injury or disease. If Lessee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Lessee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Lessee maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Lessee.

**D. Property Coverage:** ~~If Lessee is~~ given exclusive use of County owned or leased property, ~~Lessee~~ shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its ~~a~~Agents shall be named as an Additional Insured and Loss Payee on Lessee's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

**E. Additional Insured Status:** The County, its officers, officials, employees, and volunteers ~~are to shall~~ be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

**F. Primary Coverage:** For any claims related to this Lease Agreement, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

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

**H. Failure to Maintain Insurance:** Lessee's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Lease Agreement, upon which the County immediately may withhold payments due to Lessee, and/or suspend or terminate this Lease Agreement. The County, at its sole discretion, may obtain damages from Lessee resulting from said breach.

**I. Waiver of Subrogation:** Lessee hereby grants to County a waiver of any right to subrogation which any insurer of said Lessee may acquire against the County by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to ~~affect~~

effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

**J. Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**K. Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

**L. Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**M. Certification of Coverage:** Within fifteen (15) calendar days of the first day of the Commencement Date of this Lease Agreement, Lessee shall furnish County with the following for each insurance policy required to be maintained by this Lease Agreement, and annually thereafter:

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

2) A Workers' Compensation certificate of insurance must be provided.

3) Upon written request by the County, the Lessee shall provide a copy of the complete insurance policy.

4) Approval of Insurance by County shall not relieve or decrease the extent to which the Lessee may be held responsible for payment of damages resulting from Lessee's services or operations pursuant to this Lease Agreement. Further, County's act of acceptance of an insurance policy does not waive or relieve Lessee's obligations to provide the insurance coverage required by the specific written provisions of this Lease Agreement.

**N. Effect of Failure or Refusal:** If Lessee fails or refuses to procure or maintain the insurance required by this Lease Agreement or fails or refuses to furnish County with the certifications required by *Subparagraph MG*. above, County shall have the right, at its option, to forthwith terminate the Lease Agreement for cause.

**24. Indemnification:** To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Lessee's performance or attempted performance of any obligation or duty provided for or relating to this Lease Agreement and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of

applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

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

**26. Lessee's Responsibility for Compliance:** Lessee shall at all times observe and comply with, and shall cause all his agents, employees and sublessors to observe and comply with all present and future laws, statutes, ordinances, regulations, rules, resolutions, or other binding enactments of any governmental authority, now or at any time during the term of this Lease Agreement and any extensions thereof. If any future laws, rules, regulations, or ordinances are passed by the County of San Luis Obispo and said legislative enactment has any impact fiscal or otherwise on Lessee, and if Lessee does not make a timely objection to County during course of legislative process, Lessee will be deemed to have waived any right to object at a later time and waives all damages flowing therefrom. Lessee shall and does hereby assume responsibility for payment of any and all licenses applicable to Lessee's operation on the Premises.

**27. Notices:** Any notices, demands, or communication, under or in connection with this Lease Agreement, may be served by regular mail, personal delivery, or electronic transmission ("e-mail"). Such e-mail notice, and all attachments thereto, shall for all purposes be deemed received and effective upon receipt at the e-mail address provided, and that such notice is effective irrespective of whether the addressee shall actually open's or read's the e-mail notice and/or attachments. Any e-mail notice to the County shall be addressed as follows:

[Central\\_RPS@co.slo.ca.us](mailto:Central_RPS@co.slo.ca.us)

or if by regular mail, such mail must be deposited in the United States Post Office, postage prepaid, and if addressed to the County at:

County of San Luis Obispo  
Central Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
Attention: Real Property Manager

and may likewise be served on Lessor-Lessee via e-mail at:

[gstraw@slorta.org](mailto:gstraw@slorta.org)

or if by regular mail, such mail must be deposited in the United States Post Office, postage prepaid, and if addressed to the Lessor-Lessee at:

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

Either County or Lessor-Lessee may change such address by notifying the other party in writing as to such new address as Lessor-Lessee or County may desire used and which address shall continue as the address until further written notice.

28. **Assignment:** Lessee will not assign, transfer, or delegate this Lease Agreement or any interest therein. Any attempt by Lessee to transfer this Lease Agreement will automatically terminate it.

29. **Termination and Breach:** If any of the following occur, the ~~Director~~ Director of Central Services, or Director's designee shall have the right to terminate this Lease Agreement effective immediately for cause upon giving written notice to Lessee:

a. Lessee fails to perform its duties to the satisfaction of the ~~Director~~ Director of Central Services, or Director's designee including the accumulation of multiple less-significant instances of failure to perform in accordance with this Lease Agreement; or

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

c. At the discretion of the ~~Director~~ Director of Central Services, or Director's designee, Lessee may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate termination of the Lease Agreement and possession of the Premises. The exercise of these remedies provided for in this paragraph shall be cumulative and in no way affect or replace other remedies available to the County.

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

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

32. **Eminent Domain:** If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or quasi-public use or purpose, then the ~~license-Lease Agreement given~~ shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor. All compensation and damages awarded for such total taking shall belong to and be the sole property of County.

In the event that there shall be partial taking of the Premises during the term of this Lease Agreement under the power of eminent domain, this Lease Agreement shall terminate as to that the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this Lease Agreement shall at County's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of County.



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

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

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

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

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

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

39. **Hazardous Waste**: Lessee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (Hazardous Materials Laws) relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, fuels, gasoline, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "Hazardous wastes," "hazardous materials" or "~~TOXIC SUBSTANCES~~Toxic Substances" under such laws, ordinance or regulations (collectively Hazardous Materials). Lessee shall, except in the event of County's sole negligence or willful misconduct, indemnify, defend, protect and hold County, each of County's ~~offices~~officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (a) the presence in, on, under or about

the Premises or discharge in or from the Premises of any Hazardous Materials or Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, or about or from the Premises, or (b) Lessee's failure to comply with any Hazardous Materials law. Lessee's or County's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up, or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Lessee and County and shall survive the expiration or earlier termination of the term of this Lease Agreement. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, lessors, or sublessors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

40. **Severability:** The invalidity of any provision of this Lease [Agreement](#) shall not affect the validity, enforceability of any other provisions of this Lease [Agreement](#).

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

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

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

44. **Authority to Contract:** Any individual executing this Lease [Agreement](#) on behalf of Lessee represents and warrants that he/she is duly authorized to execute and deliver this Lease [Agreement](#) on behalf of the Lessee, and that this Lease [Agreement](#) is binding upon Lessee in accordance with its terms.

45. **Right of Entry:** County shall have the right with reasonable notice and at reasonable times, to inspect the Premises and to perform maintenance, repairs and improvements to the Premises or the building of which the Premises is a part.

46. **Destruction of Premises:** Should any matter or condition beyond the control of the Parties hereto, such as war, public emergency, or calamity, fire, earthquake, flood, act of God, strike, or any other

labor disturbance prevent performance of this Lease Agreement in accordance with the rights and privileges granted herein, this Lease Agreement shall immediately be terminated and the County shall be under no obligation to Lessee by reason of said matter or condition.

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

**47. Holding Over:** In the event Lessee shall continue in possession of the Premises after the Initial Term or any Extended Term of this Lease Agreement, possession shall not be considered a renewal of this Lease Agreement but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease Agreement. Any holding over shall not constitute a lawful possession except for purposes of continuing the duties and obligations of Lessee and County's right to enforce the same.

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

**49. Authorities Jointly Liable as Lessee:** San Luis Obispo Regional Transit Authority and South County Area Transit acknowledge that both authorities are fully and separately bound to perform all lease obligations, including payment of rent, maintenance, insurance, and all other terms of this Lease Agreement as Co-Lessees. Any breach of the Lease Agreement is a breach by both Co-Lessees.

**50. Delegation of Authority:** The Director of Central Services, or Director's designee, is hereby authorized to review, approve and execute all documents related to paragraph 9 above (capital improvements) and any extensions of this Lease Agreement pursuant to paragraph 5 above.

**51. Headings:** The headings of the articles and sections of this Lease Agreement are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Lease Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof."

52. **Entire Lease and Modifications:** This Lease Agreement, and the attached Exhibits ~~are~~ herein made a part of this Lease Agreement by reference, ~~and~~ embody~~ies~~ the whole Lease Agreement between the Parties hereto as it pertains to the Premises and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Lease Agreement must be in writing and executed by the Parties.

//////////NOTHING BEYOND THIS POINT EXCEPT FOR SIGNATURES//////////

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF SAN LUIS OBISPO**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

By: \_\_\_\_\_  
Geoff Straw, Executive Director

APPROVED BY THE BOARD OF SUPERVISORS

Date: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, ~~2017~~2019

**SOUTH COUNTY AREA TRANSIT**

ATTEST:

By: \_\_\_\_\_  
Geoff Straw, Administrator

\_\_\_\_\_  
Clerk of the Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

EXHIBIT "A"

DRAFT

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
OCTOBER 16, 2019  
STAFF REPORT**

**AGENDA ITEM:** D-4

**TOPIC:** Revision to Maintenance Supervisor Job Description

**ACTION:** Consider Change to Maintenance Assistant Manager

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Approve Change in Job Title, and Slight Revisions to Duties and Qualifications

**BACKGROUND/DISCUSSION:**

The RTA Board of Directors adopted a new Employee Manual in July 2019 that included job descriptions for all budgeted positions. Included was the job description for the *Maintenance Supervisor* position, which reports directly to the *Manager, Maintenance and Facilities*. The primary role of the *Maintenance Supervisor* is to schedule the work of the technicians, provide quality control, order parts, and fill-in when the department manager is away from the office. However, that latter responsibility is not explicitly spelled out in the current job description.

For that reason, staff is recommending that the *Maintenance Supervisor* title be replaced with *Maintenance Assistant Manager*, and that the job description be revised to include the fill-in role in the absence of the Manager, as well as other minor “clean-up” text changes. The attached document presents the changes in red/underline and ~~strikeout~~. No changes to wage scale or other benefits are proposed; the position would remain at-will and exempt.

**Staff Recommendation**

Staff recommends that the RTA Board approve the change in job title from *Maintenance Supervisor* to *Maintenance Assistant Manager*, along with slight revisions in the duties and qualifications language.

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## San Luis Obispo Regional Transit Authority Job Description

**JOB TITLE:** Maintenance ~~Supervisor~~Assistant Manager  
**DEPARTMENT:** Maintenance  
**REPORTS TO:** Manager, Maintenance and Facilities  
**FLSA STATUS:** Exempt  
**EFFECTIVE DATE:** ~~July 2019~~ Revised November 6, 2019

### JOB SUMMARY

Under ~~the~~ supervision of the Manager, Maintenance and Facilities, supervises and schedules all work for all mechanics. Maintains a good working relationship with others and understands s the importance of preventative maintenance and how it effects vehicles, drivers and passengers.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Knowledge of the principles and techniques of automotive design and mechanical repair
- Knowledge of the methods, materials and tools required to operate an automotive shop.
- Knowledge of occupational hazards in a work environment, and Maintenance shop safety requirements.
- The ability to foresee maintenance issues and plan accordingly.
- Coordinates outside ~~vender~~vendor repairs. Assures safe shop safety practices.
- Generates work orders in the computerized maintenance software program; schedules and prioritizes daily work.
- Makes determination if repair can be done now or must remain in shop.
- Checks work orders for completion.
- Prints and reviews PM schedule.
- ~~Calls, using department~~Works with on-duty dispatcher to schedule vehicles for repairs or PMs.
- Orders stock parts.
- Assigns priority of repairs based on type of equipment.
- Spot-checks completed work to ~~insure~~ensure correctness.
- ~~Contacts dispatch~~Notifies on-duty dispatcher upon completion of vehicle service.
- Reviews parts usage and inventory. Receives stock parts. Follows up with vendors regarding parts and repairs.
- Closes out work orders daily.
- Keeps office and shop clean and uncluttered.
- Manage facility maintenance program including bus shelter/stop maintenance.
- Inputs parts into computer.
- Performs related work as required.

- Serves as the manager of the maintenance department in the absence of the Manager, Maintenance and Facilities.

## QUALIFICATIONS

- Graduation from High School or possession of an acceptable equivalency diploma.  
Considerable
- Minimum 5 years of experience as a journeyman mechanic in automotive, heavy equipment and diesel repair and electrical, hydraulic, and pneumatic systems.
- Minimum 3 years of experience in the supervision of mechanics and any related field.
- Strong analytical and problem solving skills.
- Basic computer skills and minimum basic knowledge of Microsoft Office applications.
- ASE Certification highly recommended/desired.
- ~~A comparable amount of training and experience may be substituted for the minimum qualifications.~~

### License and/or Certifications:

Possession of a valid, appropriate (Class B) driver's license and an acceptable driving record.

## PHYSICAL AND MENTAL REQUIREMENTS

The essential functions of this job are performed in both a shop environment and outside in various weather conditions, including extreme heat and cold. Work is performed on ladders, around moving vehicles, equipment and machinery with moving parts, under wet and slippery conditions and, occasionally, with hands in water. Employees may be exposed on a daily basis to excessive humidity, a dry atmosphere, intermittent loud noise and vibrations, dust, silica, fumes, smoke, gases, grease, oils, electrical energy, high pressure clean natural gas and toxic and/or caustic chemicals.

On a daily basis, the essential functions of the job require employees to climb ladders, stoop, kneel, crouch, stand, and walk and occasionally to crawl into confined spaces; to extend arms and use upper extremities, finger dexterity and hand strength to reach, pick, pinch and grasp tools and controls and/or to feel the attributes of objects; to lift, and carry objects weighing up to 50 pounds; to push and pull objects weighing up to 150 pounds; to hear and talk to receive and communicate instructions and other information; to rotate neck left and right and bend neck forward and backward; to bend and twist torso; to read and see objects clearly within one foot to arms length, and occasionally to twenty feet, requiring a full field of vision and good depth perception with the ability to adjust focus and distinguish basic colors and shades of color; and to operate vehicles and equipment requiring the use of both feet and hands.

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

**AGENDA ITEM:** D-5

**TOPIC:** Revise Title VI Plan

**PRESENTED BY:** Tania Arnold, Deputy Director/CFO

**STAFF RECOMMENDATION:** Approve the Revised Title VI Policy Statement and Plan

**BACKGROUND/DISCUSSION:**

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

The RTA Title VI Policy was originally adopted by the RTA Board in September 2010 and updated in May 2019. Since that time, staff has received feedback from the Federal Transit Administration requesting various revisions to the plan.

In order to outline the requested changes staff is including a clean version of the revised plan and a version that includes the tracked changes information. The two items that have changed that are not redlined are the addition of the table of contents and references to “RTA” instead of “San Luis Obispo Regional Transit Authority” throughout the document.

**Staff Recommendation**

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

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

## **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

### **TITLE VI PLAN**

**ADOPTED: May 1, 2019**  
**(Revised November 6, 2019)**

**AUGUST 1, 2019 – JULY 31, 2021**

#### **Contact Information:**

**Tania Arnold**  
**Deputy Director/Chief Financial Officer**  
**Office: 805.781.4397**  
[tarnold@slorta.org](mailto:tarnold@slorta.org)

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

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# TITLE VI PLAN

## I. PLAN STATEMENT

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

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

This plan was developed to guide the RTA in its administration and management of Title VI-related activities.

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

## II. TITLE VI INFORMATION DISSEMINATION

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

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

During New Employee Orientation, new employees are informed of the provisions of Title VI, and the RTA's expectations to perform their duties accordingly.

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

### **III. SUBCONTRACTS AND VENDORS**

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

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

### **IV. RECORD KEEPING**

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

### **V. TITLE VI COMPLAINT PROCEDURES**

#### **How to file a Title VI Complaint?**

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

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

The Title VI Complaint Form (see Appendix C, and also on the RTA Civil Rights website: <http://www.slorta.org/about-rta/civil-rights-information/>) may be used to submit the complaint information. The complaint may be filed in writing with the RTA at the following address:

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

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



### **What happens to the complaint after it is submitted?**

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the RTA will be directly addressed by the RTA. The RTA shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, the RTA shall make every effort to address all complaints in an expeditious and thorough manner.

1. A letter of acknowledging receipt of complaint will be mailed within thirty (30) days (Appendix D). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.
2. The RTA will advise the US Department of Transportation within thirty (30) days of receipt of the allegations. The following information will be included in the notification:
  - a. Name, address and phone number of the complainant
  - b. Names(s) and address(es) of the alleged discriminating official(s)
  - c. Basis of the complaint (i.e. race, color or national origin)
  - d. Date when the alleged discrimination took place
  - e. Date when complaint was received by the RTA
  - f. A statement of the complaint
  - g. Other agencies (state, local or federal) where the complaint has been filed
  - h. An explanation of the planned investigative process that the RTA plans to take to resolve the issue in the complaint
3. Within forty-five (45) days of the receipt of the complaint, the Title VI Coordinator will conduct an investigation of the allegation and, based on the information obtained, will offer a recommendation for action in a report to the Executive Director. The complaint should be resolved in an informal way when possible and which will be recorded in the summarized report of the findings.
4. Within sixty (60) days of the receipt of the complaint, the Title VI Coordinator will send a final written response letter (see Appendix E or F) to the complainant. In the letter notifying complainant that the complaint is not substantiated (Appendix F), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from the RTA, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the FTA. Every effort will be made to respond to Title VI complaints within sixty (60) working days of receipt of such complaints, if not sooner. A copy of the final written response will be provided to the US Department of Transportation.

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

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

### **What is the tracking system?**

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

## **VI. LIMITED ENGLISH PROFICIENCY (LEP) PLAN**

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

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

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

## **VII. COMMUNITY OUTREACH/PUBLIC PARTICIPATION PLAN**

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

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

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

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

### **Public Noticing Requirements**

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

### **Scheduling Public Hearing or Workshop Locations and Times**

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

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

### **Procedure for Conducting Public Workshops**

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

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

### **Documentation of Public Hearings**

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

### **Addressing Public Comments Received**

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

### **Outreach to Engage Minority and Limited English Proficient Populations**

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

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

### **Summary of Outreach Efforts Made Since Last Title VI Program Submission**

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

- September 2016 - Public Hearing: Affirm Mitigated Negative Declaration for Paso Bus Yard & Solicit Design Services
- February 2017 – participate in SLOCOG Public Hearing: Unmet Transit Needs
- August - September 2017 - Public Hearing: Disadvantaged Business Enterprise Plan Goal Methodology Update
- September 2017 – Public Workshops: Proposed Changes to Fare Program
- September 2017 - Public Hearing: Consider Certification of CEQA IS/MND Report & NEPA Categorical Exclusion for RTA Maintenance Facility Project
- October 2017 – Customer perception survey completed with over 900 responses
- November 2017 - Public Hearing: Consider Proposed Changes to Fare Program

- February 2018 – participate in SLOCOG Public Hearing: Unmet Transit Needs
- January 2019 - Public Hearing: Runabout Service Area
- February 2019 – participate in SLOCOG Public Hearing: Unmet Transit Needs
- July 2019 - Public Hearing: Equity Analysis for Bus Maintenance Facility Project
- Ongoing - Annual Budget Public Hearings

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

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

### **VIII. ACTIVE INVESTIGATION, LAWSUIT OR COMPLAINT**

The RTA has had no active investigations, lawsuits or complaints alleging discrimination on the basis of race, color or national origin.

### **IX. SUBRECIPIENTS MONITORING**

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

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

The RTA recognizes the need to monitor their subrecipients’ compliance with the FTA circular. The RTA does pass funding to a subrecipient, the City of Atascadero. This relationship necessitates compliance monitoring, which is conducted annually and noted on the subrecipient site visit monitoring form. The City of Atascadero Title VI program was adopted in 2019.

#### **Subrecipient Assistance and Monitoring**

The RTA conducts the following subrecipient procedures and protocols to facilitate subrecipient compliance with C4702.1B:

The Grants department will notify subrecipient management of applicable policies and procedures and provide instructions and timelines for how the RTA staff will monitor

subrecipients' Title VI compliance in accordance with the FTA circular. The procedures state that the RTA staff will provide any assistance requested to assist subrecipient's full implementation of their program by:

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

## **X. BOARD DEMOGRAPHICS**

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

## **XI. EQUITY ANALYSIS FOR BUILDING SITE**

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

The RTA is currently in design and engineering for a bus maintenance facility and completed the Equity Analysis was adopted by the RTA Board on July 10, 2019 which included a public hearing. The information can be found on the RTA website: <http://www.slorta.org/about-rtta/agency-reports/>.

The Executive Summary of that Equity Analysis states:

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

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

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

## **XII. RESOLUTION APPROVING TITLE VI PLAN**

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

## **XIII. SERVICE STANDARDS**

### ***Vehicle Load Standards***

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

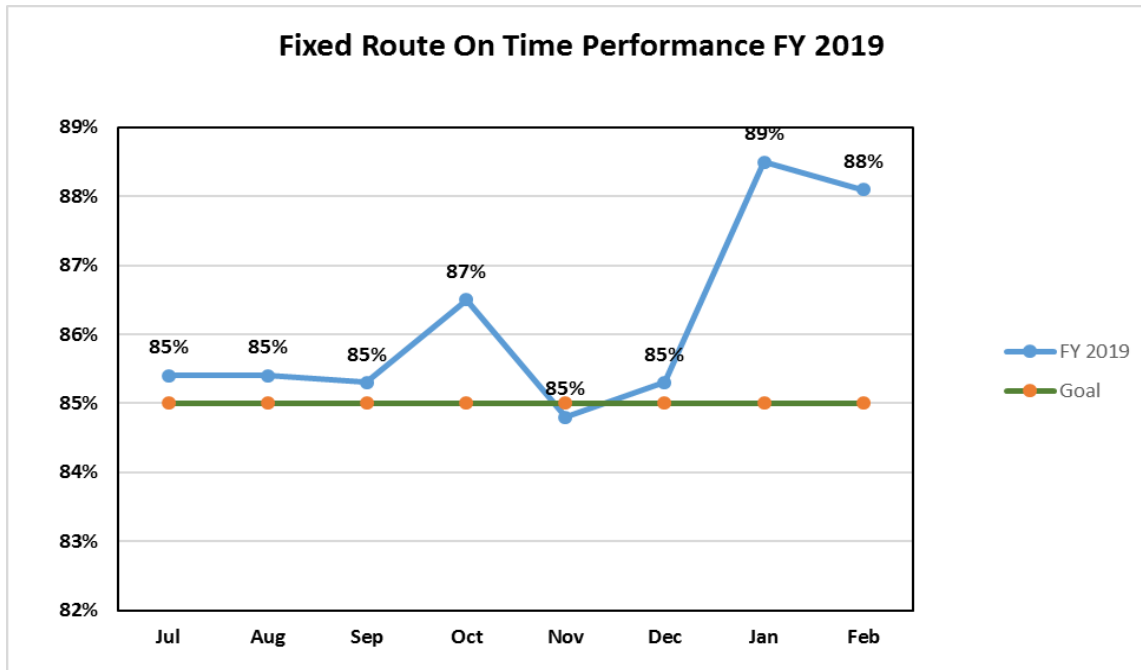
### ***Vehicle Headway Standards***

Service operates on regional trunk lines every 60 minutes (more frequently during peak a.m. and p.m. commute times) from early morning to late in the evening, five days a week, with the exception of the less populated North Coast Route #15. On weekends, service operates 5 times per day on Saturdays and 3 times per day on Sundays, throughout RTA's system. DR service does not allow any passenger to be on a vehicle in a single trip more than two hours. The dispatch software parameter is set to flag dispatchers if a trip is close to or will exceed two hours.

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

### ***On-Time Performance Standards***

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



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

DR service is considered on-time if the van arrives within 30 minutes of the appointed pick-up time. The goal is 95% or greater, and Runabout has surpassed this goal in each month of FY 19, achieving an overall OTP result of 98.79%. Staff will continue to monitor Runabout's OTP to ensure we continue to achieve this strong result.

***Service Availability Standards***

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

**XIII. SERVICE POLICIES**

***Vehicle Assignment Policy***

Fixed Route bus assignments take into account the operating characteristics of buses of various lengths, which are matched to the operating characteristics of the route. Local routes with lower ridership may be assigned 15-foot buses rather than the 35, 40 or 45-foot buses. Some routes requiring tight turns on narrow streets are operated with 35-foot rather than 40 or 45-foot buses. All fixed route buses are equipped with air conditioning, next stop LCD screens, automated stop announcement systems and CAD/AVL systems.

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



***Transit Amenities Policy***

Installation of transit amenities along bus routes are based on the number of passenger boardings at stops and stations along those routes. DR service does not have transit amenities but an assessment is done and reported to dispatch if there are any safety issue when we pick up or drop-off passenger. These issues are then inputted in our dispatch system and is noted on each drivers manifest the service that location.

**XV. RTA DOES MEET THE REMAINING CRITERIAS**

Demographic and service profile maps and charts

Demographic ridership and travel patterns, collected by surveys

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

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

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

## **Appendix A      Employee Annual Education Form**

### **Title VI Policy**

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

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

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

## **Appendix B      Acknowledgement of Receipt of Title VI Plan**

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

---

Your signature

---

Print your name

---

Date

## Appendix C TITLE VI COMPLAINT FORM

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

Provide address here

Please print clearly:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_(home) \_\_\_\_\_(cell) \_\_\_\_\_(work)

Person discriminated against: \_\_\_\_\_

Address of person discriminated against: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Please indicate why you believe the discrimination occurred:

\_\_\_\_\_ Race

\_\_\_\_\_ Color

\_\_\_\_\_ National Origin

What was the date of the alleged discrimination? \_\_\_\_\_

Where did the alleged discrimination take place? \_\_\_\_\_

Please describe the circumstances as you saw it: \_\_\_\_\_

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

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

Yes  No

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

Yes  No

If yes, check all that apply:

Federal Agency: \_\_\_\_\_

Federal Court \_\_\_\_\_

State Agency \_\_\_\_\_

State Court \_\_\_\_\_

Local Agency \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

\_\_\_\_\_  
Your signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print your name

**Appendix D            Sample Letter Acknowledging Receipt of Complaint**

Today's Date

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

Dear Ms. Doe:

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

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

Sincerely,

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

**Appendix E            Sample Letter Notifying Complainant that the Complaint Is Substantiated**

Today's Date

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

Dear Ms. Doe:

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

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

Sincerely,

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

**Appendix F                      Sample Letter Notifying Complainant that the Complaint Is Not Substantiated**

Today's Date

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

Dear Ms. Doe:

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

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

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

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

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

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

Sincerely,

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



## **Appendix G            Samples of Narrative to be included in Posters to be Displayed in Revenue Vehicles and Facilities**

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

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

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

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

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

ORIGINALLY ADOPTED: September 8, 2012  
REVISION DATE: March 7, 2018

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

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

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

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

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

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

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

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

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

Service Availability: A major change in service availability is defined as the introduction of revised eligibility criteria for access to the service or introduction

of significant changes in procedures for service participation (e.g., introduction of a more rigorous application process).

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

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

- Report in summary format all information received in the public comment process to the RTA Board of Directors as part of the hearing process.

## Appendix I Title VI Public Poster

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

### Title VI Policy:



Title VI of the Civil Rights Act of 1964 states: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

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

### Making a Title VI Complaint

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

CFO/Deputy Director San Luis Obispo Regional Transit Authority  
179 Cross Street, Suite A, San Luis Obispo, California 93401, 805-781-4833

### Póliza del Título VI:



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

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

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

### Para presentar una queja del Título VI:

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

CFO/Deputy Director, San Luis Obispo Regional Transit Authority  
179 Cross Street, Suite A, San Luis Obispo, California 93401, 805-781-4833

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

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**RESOLUTION NO. 19-\_\_\_\_\_**

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

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

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

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

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

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

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 6<sup>th</sup> day of November 2019.

Resolution No. 19-\_\_\_\_\_

\_\_\_\_\_  
Fred Strong  
President of the RTA Board

ATTEST:

\_\_\_\_\_  
Geoff Straw  
Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Nina Negrati  
RTA Counsel

Dated: \_\_\_\_\_  
(Original signature in BLUE ink)

## Appendix K

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

### Introduction

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

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

### Plan Summary

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

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

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

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

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

### Four-Factor Analysis

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

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



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

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

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

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

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

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

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

## Limited English Proficiency (LEP) Plan Outline

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

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

### Language Assistance Measures

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

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

- Post the RTA Title VI Policy and LEP Plan on the agency website, [www.slorta.org](http://www.slorta.org);
- Provide group travel training to LEP persons with the assistance of bilingual staff;
- Include language “Spanish a plus” on bus driver recruitment flyers and onboard recruitment posters;
- When an interpreter is needed for a language other than Spanish, in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers. A list of volunteers will need to be developed.

### Staff Training

The following training will be provided to RTA staff:

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

### Outreach Techniques

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

### Monitoring and Updating the LEP Plan

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

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

Dissemination of the RTA LEP Plan

A link to the RTA LEP Plan and the Title VI Procedures is included on the RTA website at [www.slorta.org](http://www.slorta.org) .

Any person or agency with internet access will be able to access and download the plan from the RTA website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the plan in translation which RTA will provide, if feasible. Questions or comments regarding the LEP Plan may be submitted to the San Luis Obispo Regional Transit Authority, Title VI Coordinator:

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



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

## **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

### **TITLE VI PLAN**

**ADOPTED: May 1, 2019**  
**(Revised ~~August 7~~November 6, 2019)**

**AUGUST 1, 2019 – JULY 31, 2021**

#### **Contact Information:**

**Tania Arnold**  
**Deputy Director/Chief Financial Officer**  
**Office: 805.781.4397**  
[tarnold@slorta.org](mailto:tarnold@slorta.org)

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

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## TITLE VI PLAN

### I. PLAN STATEMENT

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

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

This plan was developed to guide the RTA in its administration and management of Title VI-related activities.

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

### II. TITLE VI INFORMATION DISSEMINATION

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

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

During New Employee Orientation, new employees are informed of the provisions of Title VI, and the RTA's expectations to perform their duties accordingly.

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

### III. SUBCONTRACTS AND VENDORS

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

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

### IV. RECORD KEEPING

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

### V. TITLE VI COMPLAINT PROCEDURES

#### How to file a Title VI Complaint?

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

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

The Title VI Complaint Form (see Appendix C, [and also on the RTA Civil Rights website: http://www.slorta.org/about-rta/civil-rights-information/](http://www.slorta.org/about-rta/civil-rights-information/)) may be used to submit the complaint information. The complaint may be filed in writing with the RTA at the following address:

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

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



**What happens to the complaint after it is submitted?**

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the RTA will be directly addressed by the RTA. The RTA shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, the RTA shall make every effort to address all complaints in an expeditious and thorough manner.

1. A letter of acknowledging receipt of complaint will be mailed within thirty (30) days (Appendix D). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.
2. The RTA will advise the US Department of Transportation within thirty (30) days of receipt of the allegations. The following information will be included in the notification:
  - a. Name, address and phone number of the complainant
  - b. Names(s) and address(es) of the alleged discriminating official(s)
  - c. Basis of the complaint (i.e. race, color or national origin)
  - d. Date when the alleged discrimination took place
  - e. Date when complaint was received by the RTA
  - f. A statement of the complaint
  - g. Other agencies (state, local or federal) where the complaint has been filed
  - h. An explanation of the planned investigative process that the RTA plans to take to resolve the issue in the complaint
3. Within forty-five (45) days of the receipt of the complaint, the Title VI Coordinator will conduct an investigation of the allegation and, based on the information obtained, will offer a recommendation for action in a report to the Executive Director. The complaint should be resolved in an informal way when possible and which will be recorded in the summarized report of the findings.
4. Within sixty (60) days of the receipt of the complaint, the Title VI Coordinator will send a final written response letter (see Appendix E or F) to the complainant. In the letter notifying complainant that the complaint is not substantiated (Appendix F), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from the RTA, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the FTA. Every effort will be made to respond to Title VI complaints within sixty (60) working days of receipt of such complaints, if not sooner. A copy of the final written response will be provided to the US Department of Transportation.

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

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

**What is the tracking system?**

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

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**VI. LIMITED ENGLISH PROFICIENCY (LEP) PLAN**

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

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

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

**VII. COMMUNITY OUTREACH/PUBLIC PARTICIPATION PLAN**

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

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

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

The RTA shall maintain an open and participative process including the consideration of public comment before any fare increase or major service change.

Below is a summary of specific outreach efforts made since the last Title VI Program submission:

**Public Noticing Requirements**

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

**Scheduling Public Hearing or Workshop Locations and Times**

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

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

**Procedure for Conducting Public Workshops**

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

**Documentation of Public Hearings**

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

**Addressing Public Comments Received**

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

**Outreach to Engage Minority and Limited English Proficient Populations**

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

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

**Summary of Outreach Efforts Made Since Last Title VI Program Submission**

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

- September 2016 - Public Hearing: Affirm Mitigated Negative Declaration for Paso Bus Yard & Solicit Design Services
- February 2017 – participate in SLOCOG Public Hearing: Unmet Transit Needs
- August - September 2017 - Public Hearing: Disadvantaged Business Enterprise Plan Goal Methodology Update
- September 2017 – Public Workshops: Proposed Changes to Fare Program
- September 2017 - Public Hearing: Consider Certification of CEQA IS/MND Report & NEPA Categorical Exclusion for RTA Maintenance Facility Project
- October 2017 – Customer perception survey completed with over 900 responses
- November 2017 - Public Hearing: Consider Proposed Changes to Fare Program
- February 2018 – participate in SLOCOG Public Hearing: Unmet Transit Needs
- January 2019 - Public Hearing: Runabout Service Area
- February 2019 – participate in SLOCOG Public Hearing: Unmet Transit Needs

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- July 2019 - Public Hearing: Equity Analysis for Bus Maintenance Facility Project
- Ongoing - Annual Budget Public Hearings

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

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

### **VIII. ACTIVE INVESTIGATION, LAWSUIT OR COMPLAINT**

The RTA has had no active investigations, lawsuits or complaints alleging discrimination on the basis of race, color or national origin.

### **IX. SUBRECIPIENTS MONITORING**

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

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

The RTA recognizes the need to monitor their subrecipients’ compliance with the FTA circular. The RTA does pass funding to a subrecipient, the City of Atascadero. This relationship necessitates compliance monitoring, which is conducted annually and noted on the subrecipient site visit monitoring form. The City of Atascadero Title VI program was adopted in 2019.

#### **Subrecipient Assistance and Monitoring**

The RTA conducts the following subrecipient procedures and protocols to facilitate subrecipient compliance with C4702.1B:

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

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

## X. BOARD DEMOGRAPHICS

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

## XI. EQUITY ANALYSIS FOR BUILDING SITE

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

The RTA is currently in design and engineering for a bus maintenance facility and completed the Equity Analysis was adopted by the RTA Board on July 10, 2019 which included a public hearing. The information can be found on the RTA website: <http://www.slorta.org/about-rt/a/agency-reports/>.

The Executive Summary of that Equity Analysis states:

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

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

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

## XII. RESOLUTION APPROVING TITLE VI PLAN

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

### **XIII. SERVICE STANDARDS**

#### ***Vehicle Load Standards***

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

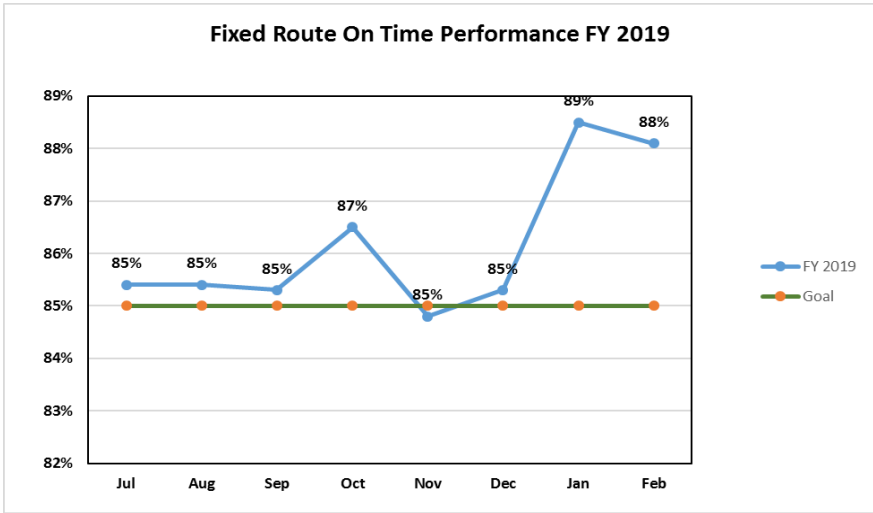
#### ***Vehicle Headway Standards***

Service operates on regional trunk lines every 60 minutes (more frequently during peak a.m. and p.m. commute times) from early morning to late in the evening, five days a week, with the exception of the less populated North Coast Route #15. On weekends, service operates 5 times per day on Saturdays and 3 times per day on Sundays, throughout RTA's system. DR service does not allow any passenger to be on a vehicle in a single trip more than two hours. The dispatch software parameter is set to flag dispatchers if a trip is close to or will exceed two hours.

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

#### ***On-Time Performance Standards***

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



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

DR service is considered on-time if the van arrives within 30 minutes of the appointed pick-up time. The goal is 95% or greater, and Runabout has surpassed this goal in each month of FY 19, achieving an overall OTP result of 98.79%. Staff will continue to monitor Runabout’s OTP to ensure we continue to achieve this strong result.

**Service Availability Standards**

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

**XIII. SERVICE POLICIES**

**Vehicle Assignment Policy**

Fixed Route bus assignments take into account the operating characteristics of buses of various lengths, which are matched to the operating characteristics of the route. Local routes with lower ridership may be assigned 15-foot buses rather than the 35, 40 or 45-foot buses. Some routes requiring tight turns on narrow streets are operated with 35-foot rather than 40 or 45-foot buses. All fixed route buses are equipped with air conditioning, next stop LCD screens, automated stop announcement systems and CAD/AVL systems.

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



***Transit Amenities Policy***

Installation of transit amenities along bus routes are based on the number of passenger boardings at stops and stations along those routes. DR service does not have transit amenities but an assessment is done and reported to dispatch if there are any safety issue when we pick up or drop-off passenger. These issues are then inputted in our dispatch system and is noted on each drivers manifest the service that location.

**XV. RTA DOES MEET THE REMAINING CRITERIAS**

Demographic and service profile maps and charts

Demographic ridership and travel patterns, collected by surveys

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

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

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

## **Appendix A      Employee Annual Education Form**

### **Title VI Policy**

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

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

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

**Appendix B      Acknowledgement of Receipt of Title VI Plan**

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

\_\_\_\_\_  
Your signature

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
Date

**Appendix C TITLE VI COMPLAINT FORM**

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

Provide address here

Please print clearly:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_(home) \_\_\_\_\_(cell) \_\_\_\_\_(work)

Person discriminated against: \_\_\_\_\_

Address of person discriminated against: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Please indicate why you believe the discrimination occurred:

- \_\_\_\_\_ Race
- \_\_\_\_\_ Color
- \_\_\_\_\_ National Origin

What was the date of the alleged discrimination? \_\_\_\_\_

Where did the alleged discrimination take place? \_\_\_\_\_

Please describe the circumstances as you saw it: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Yes  No

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

Yes  No

If yes, check all that apply:

Federal Agency: \_\_\_\_\_

Federal Court \_\_\_\_\_  State Agency \_\_\_\_\_

State Court \_\_\_\_\_  Local Agency \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

\_\_\_\_\_  
Your signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print your name

**Appendix D      Sample Letter Acknowledging Receipt of Complaint**

Today's Date

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

Dear Ms. Doe:

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

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

Sincerely,

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

**Appendix E      Sample Letter Notifying Complainant that the Complaint Is Substantiated**

Today's Date

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

Dear Ms. Doe:

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

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

Sincerely,

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

**Appendix F      Sample Letter Notifying Complainant that the Complaint Is Not Substantiated**

Today's Date

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

Dear Ms. Doe:

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

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

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

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

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

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

Sincerely,

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



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

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

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

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

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

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

ORIGINALLY ADOPTED: September 8, 2012  
REVISION DATE: March 7, 2018

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

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

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

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

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

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

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

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

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

Service Availability: A major change in service availability is defined as the introduction of revised eligibility criteria for access to the service or introduction

of significant changes in procedures for service participation (e.g., introduction of a more rigorous application process).

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

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

- Report in summary format all information received in the public comment process to the RTA Board of Directors as part of the hearing process.

## **Appendix I Title VI Public Poster**

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

### **Title VI Policy:**



Title VI of the Civil Rights Act of 1964 states: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

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

### **Making a Title VI Complaint**

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

CFO/Deputy Director San Luis Obispo Regional Transit Authority  
179 Cross Street, Suite A, San Luis Obispo, California 93401, 805-781-4833

### **Póliza del Título VI:**



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

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

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

### **Para presentar una queja del Título VI:**

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

CFO/Deputy Director, San Luis Obispo Regional Transit Authority  
179 Cross Street, Suite A, San Luis Obispo, California 93401, 805-781-4833

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

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**RESOLUTION NO. 19-\_\_\_\_\_**

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

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

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

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

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

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

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 76<sup>th</sup> day of ~~November~~ August 2019.

Resolution No. 19-\_\_\_\_\_

\_\_\_\_\_  
Fred Strong  
President of the RTA Board

ATTEST:

\_\_\_\_\_  
Geoff Straw  
Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Nina Negrati  
RTA Counsel

Dated: \_\_\_\_\_  
(Original signature in BLUE ink)

## **Appendix K                      Limited English Proficiency (LEP) Plan Revised 5-1-19**

### Introduction

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

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

### Plan Summary

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

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

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

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

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

### Four-Factor Analysis

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

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



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

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

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

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

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

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

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

### Limited English Proficiency (LEP) Plan Outline

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

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

### Language Assistance Measures

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

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

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

#### Staff Training

The following training will be provided to RTA staff:

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

#### Outreach Techniques

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

#### Monitoring and Updating the LEP Plan

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

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

Dissemination of the RTA LEP Plan

A link to the RTA LEP Plan and the Title VI Procedures is included on the RTA website at [www.slorta.org](http://www.slorta.org) .

Any person or agency with internet access will be able to access and download the plan from the RTA website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the plan in translation which RTA will provide, if feasible. Questions or comments regarding the LEP Plan may be submitted to the San Luis Obispo Regional Transit Authority, Title VI Coordinator:

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

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**November 6, 2019**

**STAFF REPORT**

**AGENDA ITEM:** D-6

**TOPIC:** Authorization to Submit FTA Section 5339 Grant Proposal

**ACTION:** Approve Resolution

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Approve Resolution and Authorize Executive Director to Execute and File All Required Documentation

**BACKGROUND/DISCUSSION:**

The *Moving Ahead for Progress in the 21<sup>st</sup> Century Act* (MAP-21) requires Metropolitan Planning Organizations (i.e., SLOCOG) to work cooperatively with public transit operators to develop Regional Transportation Plans (RTPs) and Transportation Improvement Programs (TIPs) for urbanized areas. These plans and programs are intended to further the national interest by encouraging and promoting the safe and efficient management, operation, and development of surface transportation systems. These systems should serve the mobility of people and freight, and foster economic growth and development within and through urbanized areas, while minimizing transportation-related fuel consumption and air pollution. Once an RTP and TIP is locally adopted, public transportation providers are eligible to apply for and receive Federal Transit Administration (FTA) Section 5339 for up to 80% FTA share for capital-only purposes for the delivery of public mass transportation. The FTA Section 5339 is a new formula grant program that replaced the former discretionary FTA Section 5309 grant program.

In order to access the FTA Section 5339 funds, the RTA must submit an annual grant application to Caltrans. The grant application must include a Resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by the FTA.

Once approved, the attached resolutions will become part of the grant application for FTA 5339 funding for the 2019/20 fiscal year.

## **Staff Recommendation**

Adopt the attached Resolution authorizing submittal of an FTA Section 5339 grant application to Caltrans, and authorizing the Executive Director to execute and file all required documentation.



**AUTHORIZING RESOLUTION  
STATE OF CALIFORNIA  
FTA SECTION 5339 PROJECT CAPITAL ASSISTANCE APPLICATION**

**RESOLUTION NO. 19-\_\_**

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5339 WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

**WHEREAS**, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital assistance projects for urbanized public transportation systems under Section 5339 of the Federal Transit Act (**FTA Circular 9030.1B**); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5339 grants for transportation projects for bus and bus facilities; and

**WHEREAS**, *San Luis Obispo Regional Transit Authority* (RTA) desires to apply for said financial assistance to permit purchase of capital equipment/vehicle overhaul/rehabilitation in San Luis Obispo County; and

**WHEREAS**, *San Luis Obispo Regional Transit Authority* has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

**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 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 5339 of the Federal Transit Act (**FTA Circular 9030.1B**), as amended.

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

That *Executive Director* is authorized to provide additional information as the Department may require in connection with the application for the Section 5339 projects.

That *Executive Director* is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5339 project(s).

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 6<sup>th</sup> day of November, 2019.

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Fred Strong  
President of the RTA Board of Directors

ATTEST:

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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)