



RTA BOARD AGENDA

Wednesday, January 9, 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: vacant

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)
Keith Storton (Arroyo Grande)

Vice President: vacant

Heather Moreno (Atascadero)
vacant (Grover Beach)
John Headding (Morro Bay)
Fred Strong (Paso Robles)
Ed Waage (Pismo Beach)
vacant (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.

Joint San Luis Obispo Council of Governments (SLOCOG) and San Luis Obispo Regional Transit Authority (RTA) Session

FLAG SALUTE

CALL TO ORDER AND ROLL CALL

PUBLIC COMMENT: The Board reserves this portion of the agenda for members of the public to address the joint San Luis Obispo Council of Governments and 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. Joint SLOCOG/RTA Meeting Agenda

- a. Welcome New Board Members
- b. Election of Officers: Elect President and Vice-President (Voice vote – Approve)
- c. Executive Committee Assignment (Voice vote – appoint President, Vice-President, and Past-President or one other member)

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

RTA Board Closed Session

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.

RTA Board Meeting

1. CALL MEETING TO ORDER, ROLL CALL

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

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

- A-1 RTA Board Meeting Minutes of November 7, 2018 (Approve)
- A-2 Special RTA Board Meeting Minutes of December 5, 2018 (Approve)
- A-3 Resolution Authorizing Executive Director to Execution of FTA Annual Certifications and Assurances (Approve)
- A-4 Resolution Authorizing Executive Director to Submit Application for FTA Section 5307, 5339 and CMAQ Funds (Approve)
- A-5 Resolution Authorizing Executive Director to Submit Application for Rural Transit Funds (Approve)
- A-6 Resolution Authorizing Executive Director to Submit Application for State of Good Repair (SGR) Funds (Approve)
- A-7 Mutual Aid Contract with Nearby Transit Agencies (Approve)
- A-8 Intention to Terminate CalPERS Contract (Approve)
- A-9 Authorization to Seek Bids to Lease 253 Elks Lane Property (Approve)

B. INFORMATION AGENDA

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

C. ACTION AGENDA

- C-1 Public Hearing: Runabout Service Area (Approve)

Adjourn RTA Board Open Session meeting, and reconvene as the SLOCOG Board in Open Session

SLOCOG Board Meeting

The SLOCOG meeting agenda is provided under separate cover.

E. BOARD MEMBER COMMENTS

Next regularly-scheduled RTA Board meeting on March 6, 2019

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DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MINUTES OF NOVEMBER 7, 2018

A-1

BOARD MEMBERS PRESENT:

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO
TIM BROWN, CITY OF ARROYO GRANDE
LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (Past President)
JOHN HEADDING, CITY OF MORRO BAY
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
TOM O'MALLEY, CITY OF ATASCADERO (President)
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO
DAN RIVOIRE, CITY OF SAN LUIS OBISPO (Vice President)
STEVE MARTIN, CITY OF PASO ROBLES
ED WAAGE, CITY OF PISMO BEACH

BOARD MEMBERS ABSENT:

ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
JOHN SHOALS, CITY OF GROVER BEACH

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, DEPUTY DIRECTOR & CFO
TIM MCNULTY, SAN LUIS OBISPO COUNTY COUNSEL
CHELSEA FOWLER, ADMINISTRATIVE ASSISTANT

CALL TO ORDER AND ROLL CALL: **President Tom O'Malley** called the RTA meeting to order at 10:01 a.m. A roll call was taken and a quorum was present.

Public Comments:

Mr. John Fischer, a Los Osos resident and Cuesta College student, takes the RTA bus to Cuesta College frequently. He has been having issues with RTA bus drivers "discriminating" against him, particularly with one female bus driver. He was suspended from riding the bus for the summer, which prevented him from attending summer school. He wants to avoid certain bus drivers because he believes they are speaking badly about him to other drivers and passengers.

Mr. Eric Greening, an Atascadero resident and RTA advocate, wanted to thank the Board Members for their service, particularly the members who will be stepping down at the end of the year, due to not seeking reelection. He wanted more information about anticipated schedule changes for the construction of the government center at Osos and Palm. Also, will there be temporary shelters put up during construction so the riders will be protected during the winter season.

President O'Malley closed public comment and opened the Board to respond.

Mr. Geoff Straw spoke to **Mr. Fischer** prior to the meeting to address his grievances; he ensured that RTA is making the effort that passengers and drivers are informed of the policies. In regards to **Mr. Greening's** concerns about the passenger facility, RTA will be working with SLO City parking to move passenger activity around the block to Santa Rosa and Palm during construction. The temporary pop up tent idea will be looked into as a solution.

President O'Malley moved to item pull item C-6 for discussion.

A. INFORMATION AGENDA:

A-1 Executive Director's Report: **Mr. Straw** reported that the 4th Annual RTA & SoCo Transit Bus Roadeo was a success. Jose F won the competition for the 4th year in a row; last year he won the state roadeo and placed 13th in the national competition. RTA hopes to send Jose to compete at the state and national level again. Drivers Rod P. and Alison M. won 2nd and 3rd place in the Roadeo.

The RTA recognized the Employee of the Quarter Laura Keele at the BBQ on Friday, November 2nd. Laura's work is greatly appreciated. The Board recognized the Employee of the Quarter and thanked her for her service.

Staff is reviewing the 90% drawings of the improvements to the Government Center passenger facility at Osos and Palm. RTA is expected to bid project at the end of November. There could potentially be a need for a special RTA Board meeting in February to discuss the project.

Bus driver recruitment efforts have been successful; there are five new candidates in training right now, with four additional candidates completing pre-employment. RTA has attended hiring fairs and targeted local Orchard Supply Hardware employees.

Mr. Straw also reported he and **Mrs. Mary Gardner** attended the 53rd California Transit Association Annual Meeting in Long Beach in October. They learned about new service options and capital projects, particularly zero emission buses. Currently, the amount of electricity needed to fully charge 50 electric buses is more than the amount needed to power the TransAmerica building in San Francisco. The cost to charge these buses is currently astronomical because PG&E will charge extra once the assigned threshold is exceeded. PG&E is discussing other options to allow more cost effective solutions in the future.

RTAC met on October 18th without a quorum present. The committee vocalized their support for the capital budget amendment (B-1) that will be presented to the Board today. RTAC also discussed the issue of personal care attendants riding fare-free when riding fixed-routes with ADA Runabout riders, clarifying Runabout service areas when fixed routes have been changed/added, and the impact of moving the bus stop at the Cuesta College campus has had on ridership.

Bus garage facility designs have been updated to cut costs. Design is currently 33,000 sq ft which leaves more room for a pull-through garage and appropriate parking in the yard. Prop 6 failure is good news because it means funding will continue to be provided for the design and engineering of the facility. However, the draft design for the Caltrans Prado on-ramp project has the potential to sabotage the project if Caltrans determines that they need to go over the property line into RTA's lot. Received a \$6.285 million grant in discretionary funds for the construction of the garage.

Year to date fixed-route ridership has declined 2.8% overall versus a 5.8% decline the previous. The ridership for Cuesta College (Route 14) is up 132%. Ridership for the two US101 routes are in decline. Roundabout ridership has declined 1.6%.

Overall financial & operating expenses are at 22.8% for the first quarter of the fiscal year. Three largest line items are labor (3.1% below budget), fuel (1.8% above budget), and vehicle maintenance (8.1% below budget). Administration costs are at 26.2% due to unanticipated professional technical service expenses. Service delivery costs are at 22.1%.

President O'Malley opened public comment.

Mr. Greening had a concern regarding item A-3 moving the ¾ mile corridor away from the Express routes in Atascadero. He would like to see a formal referral regarding the route changes and the potential need in the "abandoned" corridor.

A-2 Strategic Business Plan Results : **Mr. Straw** reminded the Board of the Strategic Business Plan brought forward in March 2018. RTA has been collecting data that is compiled in this report. He discussed the results from the collected data, such as ridership and collision rates.

A-3 ADA Service Area: Federal law states that ADA complementary paratransit services must be provided within ¾-mile of the fixed-route services, excluding commuter services which are defined as operating only during commuter hours. **Mr. Straw** is requesting that the Express services operated on RTA Routes 9 & 10 be defined as commuter services. Western side of US101 near Nipomo currently requires Runabout service because of its proximity to RTA Route 10; because this area is sparsely populated, it would be very costly to provide services should a Runabout-eligible person move there. Another issue to consider is the issue of "grandfathering" riders into continued service even though their homes are not within the current service areas. A potential solution to this problem could be Runabout providing rides to individuals to the fixed-route bus stops. **Mr. Straw** urged the Board to consider these issues at a public hearing in January.

President O'Malley asked the Board if they have any further questions before stating that the Board by consensus supports items A3.

B. ACTION AGENDA:

B-1 Fiscal Year 2018-2019 Capital Budget Amendment: **Ms. Tania Arnold** reviewed the proposed budget amendment items, which are projects rolling over from FY17-18 to the current fiscal year, FY18-19. The items are computer system upgrades, maintenance equipment, specialized maintenance tools, vehicle ITS (including implementation of Token Transit), bus stop improvement/solar lighting, and the Elks Lane project. **Ms. Arnold** informed the group that the grant of \$6.285 million for the new RTA facility will not be included in the amendment for FY18-19 because it will be expended in future fiscal years.

President O'Malley opened to the Board for questions before allowing motions from the Board.

Board Member Steve Martin moved to approve the Action item B-1. **Board Member John Peschong** seconded, and the motion carried unanimously on a roll call vote with Board Members Hill and Shoals absent.

B-2 Agreement for Municipal Advisory Services with KNN Public Finance: **Ms. Arnold** explained to the Board that despite recent grants and funding made available for the Bus Garage project, completion will require additional funding. RTA plans on bringing refined design costs to the Board in early 2019. RTA has been working with KNN Public Finance, who also works with SLO County, to determine funding strategies. The current contract cost to work with KNN is \$5,000, however RTA is requesting authority of up to \$10,000 to ensure complete analysis. RTA will approach the Board if the contract exceeds \$5,000.

President O'Malley asked the new County Auditor Controller **Mr. Jim Hamilton** to step forward for his comments on the matter.

Mr. Hamilton expressed his support for RTA seeking the services of KNN to seek funding. SLO County Animal Services used KNN to seek funding and they were very helpful in negotiating rates down. They are a municipal advisory service that is completely regulated by the SEC.

Board Member Bruce Gibson asked what the expected timeline is for KNN services to be complete in coordination with the 30% design of the garage. **Mr. Straw** stated that the 30% design would be presented to KNN and asked to analyze the RTA capability to participate in full design. The KNN services are contingent.

Board Member Gibson moved to approve the Action item B-2. **Board Member Tim Brown** seconded, and the motion carried unanimously on a roll call vote with Board Members Hill and Shoals absent.

B-3 Declare Vehicle Surplus & Amend Purchasing Policy: **Mr. Straw** notified the Board that there is a number of vehicles ready for retirement from services. These vehicles are typically donated to nonprofit agencies or are sold to the private sector through auction. Cities of Morro Bay and Paso Robles have expressed interest in purchasing the vehicles. The questions before the board are: 1) should surplus vehicle transfer include all vehicles? 2) If fixed-route buses are included, should they be sold at fair market value to private for-profit companies? 3) Should bus #724 (non-running) be declared surplus and sold at auction?

President O'Malley opened to the Board for comment.

Board Member Martin stated that the city of Paso Robles is not ready to move forward at this time.

Board Member John Heading stated that the city of Morro Bay is still interested in the buses.

Discussion ensued regarding full market value of the buses and legality of donations/gift of public funds.

President O'Malley opened to public comment.

Mr. Robert Dockerty of AmericanStar Transportation said that his company would appreciate the gift of public funds, however they believe the buses should sold at fair market value, which they would like to purchase.

Mr. Noah Raynor of SLO Safe Ride said that his company is also interested in the vehicles for the benefit of the local community, such as low income or disability transportation. They are particularly interested in vehicles with wheelchair lifts.

Board Member Brown moved to approve the Action item B-2. **Board Member Gibson** seconded, and the motion carried unanimously on a roll call vote with Board Members Hill and Shoals absent.

C. CONSENT AGENDA:

C-6 RTA Resolution of Appreciation for Phil Moores : **Mr. Straw** commended **Mr. Phil Moores** for his seven years of service as Operations Manager for RTA. **Mr. Moores** has taken another position as Executive Director of the Eastern Sierra Transit Authority. We wish him the best of luck and thank him for his service.

C-4 Joint SoCo Transit and Dial-A-Rides Short Range Transit Plans:

President O'Malley opened to public comment per request.

Mr. Greening had a question regarding the integration with SoCo Transit and its potential to undermine RTA projects identified in the 2016 short range transit plan.

Mr. Straw stated that in expectation of merging with South County, RTA will look at each service area to determine the needs and costs. The transit plans will then be formulated based on that research.

Board Member Steve Martin moved to approve the Consent Agenda (items C1-C7). **Board Member John Peschong** seconded, and the motion carried unanimously on a roll call vote with Board Member Hill and Shoals absent.

E. BOARD MEMBER COMMENTS: **President O'Malley** commented that certain Board Members (himself included) did not seek re-election, therefore the Board would be without a current president or past president in the new year. He recommended the nomination of **Board Member Lynn Compton** for upcoming meetings.

D. CLOSED SESSION ITEMS CONFERENCE WITH LEGAL COUNSEL:

The Board went into closed session at 11:18 AM and reconvened at 11:37 AM.

There were no reportable actions from closed session.

ADJOURNMENT: **President O'Malley** adjourned RTA meeting at 11:38 AM.

Respectfully Submitted, Chelsea Fowler, Administrative Assistant

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DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RTA SPECIAL BOARD MEETING
MINUTES OF DECEMBER 5, 2018

A-2

BOARD MEMBERS PRESENT:

TOM O'MALLEY, CITY OF ATASCADERO (President)
DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
CARLYN CHRISTIANSON, CITY OF SAN LUIS OBISPO (Alternate)
JOHN HEADDING, CITY OF MORRO BAY
FRED STRONG, CITY OF PASO ROBLES
ED WAAGE, CITY OF PISMO BEACH
MARIAM SHAH, CITY OF GROVER BEACH (Alternate)

BOARD MEMBERS ABSENT:

LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (Past President)
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO
TIM BROWN, CITY OF ARROYO GRANDE

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
OMAR MCPHERSON, GRANTS MANAGER
TIM MCNULTY, SAN LUIS OBISPO COUNTY COUNSEL
CHELSEA FOWLER, ADMINISTRATIVE ASSISTANT

CALL TO ORDER AND ROLL CALL: President Tom O'Malley called the RTA meeting to order at 12:00 PM. A silent roll call was taken and a quorum was present.

Public Comments: None

A. CLOSED SESSION ITEMS CONFERENCE WITH LEGAL COUNSEL:

A-1 CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following item:

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

A-2 CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following item:

Executive Director Performance Evaluation (Govt. Code Section 54957)

The RTA Board went into Closed Session at 12:01 PM and returned to Open Session at 12:11 PM.

Mr. McNulty stated that the Board met in closed session to discuss the potential initiation of litigation and no action taken in the closed session that requires a report out.

ADJOURNMENT: President O'Malley adjourned RTA meeting at 12:11 PM.

Respectfully Submitted, Chelsea Fowler Administrative Assistant

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

January 9, 2019

STAFF REPORT

AGENDA ITEM: A-3

TOPIC: Federal FY 2019 Certifications and Assurances for Federal Transit Administration Assistance Programs

ACTION: Approve

PRESENTED BY: Omar McPherson, Grants and Financial Manager

BACKGROUND/DISCUSSION:

Each year, the California Department of Transportation (Caltrans) and the RTA must recertify to the Federal Transit Administration (FTA) that all applicable Federal requirements are adhered to when administering Federal grants. To this end, Caltrans and the RTA obtain certification from sub-recipient agencies that they too will comply with applicable Federal requirements.

The RTA needs to execute and submit the 2019 Certifications and Assurances document to the appropriate agencies to remain an eligible grantee and sub-recipient of FTA funds. The RTA fulfills this requirement annually and ensures that these Federal requirements are followed.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the Executive Director and RTA Counsel to execute and submit the 2019 Certifications and Assurances to the appropriate agencies on behalf of the RTA.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)

JANUARY 9, 2019

STAFF REPORT

AGENDA ITEM: A-4

TOPIC: FTA 5307, 5339 and CMAQ Grant Administration

ACTION: Approve

PRESENTED BY: Omar McPherson, Grants and Financial Manager

BACKGROUND/DISCUSSION:

The cities of Atascadero and Paso Robles and certain limited populations of northern San Luis Obispo County were designated as an “urbanized area” based upon the results of the 2000 US Census. In addition, the cities of Arroyo Grande, Grover Beach and Pismo Beach and certain limited populations of southern San Luis Obispo County area were designated as an urbanized area based on the results of the 2010 US Census. The transit agencies and the San Luis Obispo Council of Governments developed two Operators Agreements relative to the governance and transit planning needs of these two urbanized areas as they relate to Federal Transit Administration (FTA) Section 5307, 5339 and CMAQ funding eligibility. These Agreements allow the transit agencies to use these FTA funding sources for capital, operating, and planning assistance. However, the FTA requires that there be a single “grant recipient” who will perform grant administration activities for each urbanized area. For the benefit of all transit agencies included in these two urbanized areas, the RTA has served the role of Grant Recipient.

For the RTA to continue serving as the administrator of FTA Section 5307, 5339 and CMAQ grant funding on behalf of the cities of Atascadero and Paso Robles, as well as for South County Transit, FTA requires the Grant Recipient (RTA) to have access to the new electronic grants management programs: Transit Award Management System (TrAMS) launched in February 2016. For this reason, the attached resolution is required.

STAFF RECOMMENDATION:

Approve the attached resolution requesting FTA to grant the RTA Executive Director or designee access to TrAMs to administer FTA Section 5307, 5339 and CMAQ grants based on the Operators Agreement between SLOCOG, the cities of Atascadero and Paso Robles, and the RTA, as well as the Operator Agreement between SLOCOG, South County Transit and the RTA.

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 19-_____**

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL
TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53 TITLE
23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY
THE FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority by the United States Department of Transportation to award Federal financial assistance for transit projects; and

WHEREAS, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the San Luis Obispo Regional Transit Authority (RTA), and may require the RTA to provide the local share of the project cost; and

WHEREAS, the RTA has or will provide all annual certifications and assurances to the FTA required for the projects included in a grant application; and

WHEREAS, the RTA as the Grantee will file and execute applications on behalf of the cities of Atascadero and Paso Robles, as well for South County Transit, as sub-recipients of FTA Section 5307, 5339 and CMAQ funds required for the identified projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of the San Luis Obispo Regional Transit Authority:

1. Authorize the Executive Director or designee to execute and file applications for Federal assistance on behalf of RTA with the FTA for Federal Assistance authorized by 49.U.S.C. Chapter 53, Title 23, United States Code, or other Federal statues authorizing a project administered by the FTA and has received authority from the San Luis Obispo Council of Government, San Luis Obispo, California, the Designated Recipient, to apply for Urbanized Area Formula Program Assistance authorized by 49 U.S.C. 5307, 5339 and CMAQ transferred and administered as 5307.
2. Authorize the Executive Director or designee to execute and file with its application the annual Certifications and Assurances required by the FTA before awarding a Federal assistance grant or cooperative agreement.
3. Authorize the Executive Director or designee to execute and file such applications, assurances or any other documents required by FTA for the purpose of complying with Title VI of the Civil Rights Act of 1964.

4. Authorize the Executive Director or designee to furnish such additional information as the FTA may require in connection with the program of projects identified in applications.
5. The President of the RTA Board of Directors is authorized to execute grant and cooperative agreements with the FTA on behalf of the RTA.

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 9th day of January 2019.

President of the RTA Board of Directors

ATTEST:

Geoff Straw
RTA Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita Neal
County Counsel

By: _____
RTA Legal Counsel

Dated: _____
(Original signature in BLUE ink)



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

January 9, 2019

**DESIGNATION OF SIGNATURE AUTHORITY
for the
TRANSIT AWARD MANAGEMENT SYSTEM
(TrAMS)**

The San Luis Obispo Regional Transit Authority hereby authorizes the Executive Director, the Deputy Director/Chief Financial Officer, the Grants and Financial Manager, and the RTA Legal Counsel to be assigned, and to use a Personal Identification Number (PIN) in TrAMS, for the execution of annual Certification and Assurances issued by the Federal Transit Administration (FTA), submission of all FTA grant applications, and the execution of all FTA grant awards, on behalf of the official below and on behalf of San Luis Obispo Regional Transit Authority. This Designation of Signature Authority serves only to authorize the above-referenced persons to take actions in TrAMS; original Certifications and Assurances and original FTA grant agreements must be executed by the Recipient's Designated Official, identified in its Authorizing Resolution, and its legal counsel, unless otherwise delegated in accordance with the Recipient's internal procedures.

Geoff Straw
RTA Executive Director

Nina Negranti
RTA Legal Counsel

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**SAN LUIS OBISPO REGIONAL TRANIST AUTHORITY
JANUARY 9, 2019
STAFF REPORT**

AGENDA ITEM: A-5

TOPIC: Resolution Authorizing Executive Director to Submit Application for Rural Transit Funds

ACTION: Approve

PRESENTED BY: Omar McPherson, Grants and Financial Manager

BACKGROUND/DISCUSSION:

In 2003, the San Luis Obispo Council of Governments and the RTA agreed to exchange Federal Transit Administration (FTA) Section 5311 funds for Transportation Development Act (TDA) funds to create the local Rural Transit Fund Program. The new program included the same eligibility of recipients and projects as the Section 5311 program, and made the access and availability of funds much easier for the rural transit operators, including the RTA.

There is an estimated \$474,305 available for fiscal year 2019-20. Eligible recipients of the rural transit funds include the RTA, the City of Morro Bay, and San Luis Obispo County. Grants are due to SLOCOG by February 8, 2019.

STAFF RECOMMENDATION:

Approve the attached resolution authorizing the Executive Director to submit a grant application of up to \$474,305 for the purchase of various materials, supplies, equipment, and/or operations costs.

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 19-_____**

**A RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY BOARD OF DIRECTORS,
AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE
SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
RURAL TRANSIT FUND PROGRAM**

WHEREAS, the San Luis Obispo Regional Transit Authority is under contract to fully administer transit services for the County of San Luis Obispo; and

WHEREAS, the San Luis Obispo Regional Transit Authority and the County of San Luis Obispo are eligible applicants for Rural Transit Program funds (formerly FTA Section 5311); and,

WHEREAS, the San Luis Obispo Regional Transit Authority and the County of San Luis Obispo are in need of various materials, supplies, and equipment, all of which are eligible for purchase under the Rural Transit Fund Program Policies and Procedures; and

WHEREAS, the San Luis Obispo Regional Transit Authority and the County of San Luis Obispo will continue to provide transportation services, including complementary ADA service, in San Luis Obispo County; and

WHEREAS, the San Luis Obispo Regional Transit Authority and the County of San Luis Obispo are seeking grant funding to optimize the use of local TDA funds provided by the various agencies included in the Joint Powers Agency Agreement; and

WHEREAS, the San Luis Obispo Regional Transit Authority and the County of San Luis Obispo are requesting up to **\$474,305** from the Rural Transit Fund Program for the purchase of various materials, supplies and equipment.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the San Luis Obispo Regional Transit Authority Board of Directors authorizes the Executive Director to submit a proposal to the San Luis Obispo Council of Governments for the Rural Transit Fund Program of up to **\$474,305** for the purchase of various materials, supplies and equipment.

BE IT FURTHER RESOLVED, that the President of the Board is directed to sign this resolution to authorize the submittal of said funding requests.

BE IT FURTHER RESOLVED, that the Executive Director is hereby authorized to submit said funding requests.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 9th day of January 2019.

President of the RTA Board of Directors

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

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

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

January 9, 2019

STAFF REPORT

AGENDA ITEM: A-6

TOPIC: State of California SB-1 SGR Grant Program

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

BACKGROUND/DISCUSSION:

Senate Bill 1 (SB-1) is an historic transportation measure that provides over \$50 billion in the next decade to maintain and improve California's transportation system. SB-1's State of Good Repair (SGR) program will provide approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation and capital projects. The SGR Program will benefit the public by providing public transportation agencies with a consistent and dependable revenue source to invest in the upgrade, repair and improvement of their agency's transportation infrastructure, and in turn improve transportation services.

The SGR is funded from a portion of a new Transportation Improvement Fee on vehicles registrations. A portion of this fee will be transferred to the State Controller's Office (SCO) for the SGR Program. In collaboration with the SCO, the California Department of Transportation (Department) is tasked with the management and administration of the SGR Program. These funds will be allocated under the State Transit Assistance Program formula to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1. Half is allocated according to population and the other half according to transit operator revenues.

San Luis Obispo Council of Government programmed the total amount (\$369,390) of SGR funding (including operator portions) toward the New RTA Bus Maintenance Facility, as well as the RTA's operator-specific (PUC 99314) amount of \$15,283.

The contributing agency must list the project on their own SGR project list indicating the sub-recipient. Funds can only be allocated from the SCO to the contributing agency's designated transportation planning agency. The local agency must make their own arrangements for sub-allocation of funds to the alternate agency. The Department is not responsible for tracking funding agreements (borrowing, loaning, delegating, relinquishing funds, etc.) between the contributing and sub-recipient agencies. A pass-through arrangement to a sub-recipient does not relieve the contributing agency of its responsibilities to carry out the terms and conditions of the SGR Program. The contributing agency is responsible for ensuring the project is completed as described on the project list and in compliance with all items in the Certifications and Assurances document.

Pursuant to Public Utilities Code 99312.1(d)(1), prior to receiving an apportionment of the SGR monies from the SCO in a given fiscal year, a potential recipient must submit a project list proposed to be funded with SGR funds. The initial SGR Program project list must have been submitted to the Department by January 31, 2019 for an agency to be eligible to receive FY19/20 SGR funding; the RTA met this requirement. The Department provided the SCO a list of all agencies that have submitted the required information and are eligible to receive an apportionment of funds. The SCO has allocated all the revenue in the first quarter only to those potential recipients that have submitted timely and complete information. Each recipient agency is required to annually report on all activities completed with those funds to the Department. Each agency also must include the SGR revenues and expenditures in their annual Transportation Development Act Audit. In subsequent years, a project list will be due to the Department on September 1st each year. The content and format of the SGR project list is as follows:

- A signed cover letter on agency letterhead, with original signature authorizing and approving the list of projects for funding.
- A signed and dated board resolution authorizing the list of projects for SGR funding commitment, or a copy of a publicly adopted document listing the applicable projects such as the Short Range Transit Plan (SRTP).
- A proposed list of projects to utilize at a minimum the estimated amount of funding available to the agency for the upcoming fiscal year. The potential recipient may include project information for future fiscal years but are expected to update the project list as needed each fiscal year and submit each year to the Department. This list must include the following information:
 1. Project Title
 2. Proposed Project Description (Scope of Work)
 3. Proposed Project Schedule (Start to Completion)
 4. Project Location
 5. Estimated Project Cost by Fiscal Year
 6. Estimated Useful Life of the Improvement
 7. Description of Projected Benefit Outcome
 8. Additional Project information required on the Project List template
- Reporting on projects or service funded by the SB-1 Allocation pursuant to Public Utilities Code Section 99312.1(a).

Each potential recipient must also submit the following two documents to the Department prior to receiving their first allocation. This is a one-time requirement. However, a re-submittal of an amended Authorized Agent form is required once a local agency has a personnel change.

1. **Authorized Agent Form** – The executive authority of the potential recipient must submit a signed and dated Authorized Agent Form identifying the agent who has the authority to act on behalf of the Agency.
2. **Certifications and Assurances** – Each potential recipient must submit a signed, dated, and Board Approved Certifications and Assurances document.

STAFF RECOMMENDATION:

- Approve RTA FY 2019/20 State of Good Repair (SGR) Project List and Adopt Governing Body Resolution (Attachment A)
- Approve Geoff Straw as Executive Director SGR Authorized Agents (Attachment B)
- Adopt RTA Resolution Authorizing for the Execution of the Certifications and Assurances for the SGR Program (Attachment C)

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ATTACHMENT A
Resolution No. 19-_____

**AUTHORIZATION FOR THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
(RTA) PROJECT LIST FOR THE FY 2019/20 CALIFORNIA STATE OF GOOD
REPAIR (SGR) PROGRAM**

WHEREAS, the San Luis Obispo Regional Transit Authority, hereinafter referred to as RTA, is a recipient of SB-1 SGR funds in the San Luis Obispo region; and

WHEREAS, RTA is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair (SGR) Account now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors; and

WHEREAS, the Department requires eligible SGR recipient agencies to submit an annual list of proposed SGR projects.

NOW, THEREFORE, BE IT RESOLVED that RTA acting as the recipient, does hereby authorize the FY 2019/20 RTA SGR Project List to include the New San Luis Obispo Regional Transit Authority (RTA) Bus Maintenance Facility.

On a motion by Delegate _____, seconded by Delegate _____, and on the following roll call vote, to wit: the foregoing resolution is hereby adopted this 9th day of January 2019.

AYES:

NOES:

ABSENT:

ABSTAINING:

RTA Board President

ATTEST:

Geoff Straw, Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Nina Negranti, RTA Legal Counsel

Date: _____

**Attachment B
Authorized Agent**

*AS THE BOARD PRESIDENT
OF THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY*

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2019-2020 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Geoff Straw, RTA Executive Director
(Name and Title of Authorized Agent)

(Print Name)

(RTA Board President)

(Signature)

Approved this _____ day of _____, 20_____

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State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA) .

Effective Date: January 9, 2019

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.
- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.

- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.
- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other

pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)

BY: _____

_____, RTA Board President

ATTEST:

Geoff Straw, Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Nina Negranti, RTA Legal Counsel

Date: _____

ATTACHMENT C

RESOLUTION 19-

AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, the San Luis Obispo Regional Transit Authority (RTA) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the San Luis Obispo Regional Transit Authority (RTA) wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director, Geoff Straw.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Luis Obispo Regional Transit Authority (RTA) that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Executive Director, Geoff Straw, be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)

BY: _____
RTA Board President

ATTEST:

Geoff Straw, Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Nina Negranti, RTA Legal Counsel

Date: _____

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
JANUARY 9, 2019
STAFF REPORT**

AGENDA ITEM: A-7

TOPIC: Mutual Aid Contract with Nearby Transit Agencies

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

BACKGROUND/DISCUSSION:

The purpose of the California Central Coast Area Public Transit Operators Mutual Aid Agreement is to establish a formal, mutual assistance agreement amongst area transit agencies to facilitate rapid, short-term deployment of emergency support resources in the event of transit emergencies. Agencies that enter into the agreement may receive and provide mutual assistance to other members in the form of personnel, services, and equipment as outlined by the agreement.

Participation in this alliance is beneficial to the RTA because it broadens the resources available to the RTA during transit emergencies. It also encourages resource sharing amongst transit agencies by establishing a standard process for requesting and providing resources and gives member agencies the flexibility to make requests or fulfill requests in a manner that works for their situational needs.

This agreement is similar to those that other disciplines such as law enforcement, public works, and utilities have used for many decades, which support the sharing of resources from like disciplines across jurisdictions based on need and availability. Approving the RTA's membership and authorizing the Executive Director to apply mutual assistance and will forge a more resilient, formal, and mutually beneficial relationship between the RTA and fellow public transit providers for sharing resources and will strengthen our continuity of operations capabilities during transit emergencies.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Executive Director to enter into a reciprocal agreement for mutual aid known as the California Central Coast Area Public Transit Operators whereby the RTA may receive and provide mutual assistance to other member agencies in the form of personnel, services, and equipment as deemed to be necessary or advisable in an emergency.

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CALIFORNIA CENTRAL COAST AREA PUBLIC TRANSIT OPERATORS MUTUAL AID AGREEMENT

This Mutual Aid AGREEMENT, (hereinafter referred to as the “AGREEMENT”) is made and entered into as of __/__/__ by those PARTIES who have adopted and signed the AGREEMENT (hereafter referred to individually as a “PARTY” or together as the “PARTIES”), which include the following organizations:

**MONTEREY SALINAS TRANSIT DISTRICT
SAN BENITO LOCAL TRANSPORTATION AUTHORITY
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

RECITALS:

WHEREAS, the California Central Coast region is susceptible to serious local and regional emergencies, including; moderate to severe earthquakes, flooding, and wild land fires, that could disrupt normal public transit services; and

WHEREAS, the PARTIES have determined that it would be in their best interest to enter into this AGREEMENT that provides equipment, personnel, supplies and other goods and services to each other under Emergency (as defined in section 2.0) conditions to ensure transit services experience minimal interruption and recover rapidly; and

WHEREAS, the PARTIES understand that any organization that lend resources, (hereinafter referred to as the “LENDING PARTY or PARTIES”) to another organization (hereinafter referred to as the “BORROWING PARTY OR PARTIES”) shall be reimbursed by the BORROWING PARTY for equipment, personnel, supplies and other resources made available under this AGREEMENT; and

WHEREAS, the PARTIES understand that each must give priority to Emergencies affecting its own operations, and that no party should unreasonably deplete its own resources, personnel, or materials to provide such mutual aid; and

WHEREAS, this AGREEMENT is in accord with the California Emergency Services Act as set forth in Title. 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code, and specifically Article 14 (Section 8630 et seq.) to the Act, Section 3211.92 of the Labor Code related to Disaster Service Workers, and the California Master Mutual Aid AGREEMENT;

NOW THEREFORE, in consideration of the conditions and covenants contained herein, the **PARTIES** agree as follows:

1.0 PURPOSE. The purpose of this AGREEMENT is to provide an organized framework within which the PARTIES can provide voluntary mutual assistance to each other to ensure public transportation services continue to the maximum extent practical in the event of a local or regional emergency.

2.0 EMERGENCY DEFINED: For the purposes of this AGREEMENT, “Emergency” is defined as a condition of disaster, calamity, or catastrophe (both natural and man-made) arising in a portion or entire area of operations of one or more of the PARTIES to this AGREEMENT which is, or is likely, to be beyond the control and response capabilities of the services, personnel, equipment, and facilities of the affected PARTIES. Examples include but are not limited to floods, urban and wild fires, earthquakes, and acts of terrorism.

3.0 GUIDING POLICIES: The PARTIES acknowledge the following principles in order to effectively implement this AGREEMENT:

3.1 The basic tenets of Emergency planning are self-help and mutual aid;

3.2 No single PARTY has sufficient resources to cope with any and all potential Emergencies;

3.3 The PARTIES shall plan for their Emergency operations to assure a rapid and efficient use of their available resources;

3.4 California’s system of Emergency planning provides a system of mutual aid in which each PARTY’S jurisdiction relies first upon its own resources;

3.5 Each county in California coordinates the responses of jurisdictions within its borders with the Governor's Office of Emergency Services;

3.6 Each local jurisdiction has the authority to prepare a local Emergency plan; such plans shall include a transportation element that contains methods for coordinating Emergency Transportation Services¹; and

3.7 Each PARTY shall prepare its own emergency operations plan that provides appropriate procedures for responding to and recovering from Emergencies affecting its operating area.

4.0 MUTUAL AID COORDINATORS: Each PARTY to this AGREEMENT shall designate a point of contact, who shall be responsible for performing all Emergency actions associated with this AGREEMENT.

5.0 NATURE OF ASSISTANCE:

5.1 General: LENDING PARTIES shall provide assistance in the form of resources such as equipment, supplies, and personnel. LENDING PARTIES shall provide resources only in the event a LENDING PARTY determines in its sole discretion that its own needs can be met before releasing such resources. The PARTIES intend that resources provided to BORROWING PARTIES be utilized to provide regular public transportation or emergency transportation services. Resources may include but are not limited to; vehicles, vehicle Operators and services and supplies that are required to operate and maintain such vehicles.

5.2 Equipment: Use by the BORROWING PARTY of resources that constitute equipment, such as transit and maintenance vehicles, portable generators, and tools, shall be at the LENDING PARTIES' current equipment rates, and if no rates have been established, rates equivalent to reasonable commercial rates for the lease or rental of similar equipment, and are subject to the following conditions:

5.2.1 At the option of the LENDING PARTY, resources that constitute equipment may be provided with a vehicle Operator and or fuel. If a vehicle Operator is provided by the LENDING PARTY, the following costs shall be reimbursed by the BORROWING PARTY: travel, lodging, per diems, all wages and compensation, and any other reasonable costs that are mutually agreed upon by the PARTIES. If fuel is provided by the LENDING PARTY, it shall be reimbursed at the LENDING PARTY'S actual cost;

¹ Emergency transportation services may include but are not limited to activities associated with; civil evacuation, transporting first responders to / from affected areas, transportation services to designated Points of Distribution for water, food, supplies and other related activates.

5.2.2 In the event the LENDING PARTY requires Resources to be returned before the end of the emergency period, the LENDING PARTY shall provide written notice to the BORROWING PARTY requesting such a return, and the BORROWING PARTY shall return Resources to the LENDING PARTY within one and two working days after the initial request for equipment return for small- and large- scale incidents, respectively. Small-scale incidents are incidents that span up to two 12-hour operational periods. Large-scale incidents are those that last for more than two 12-hour operational periods;

5.2.3 Unless the LENDING PARTY provides fuel in accordance with paragraph (5.2.1) above or the PARTIES involved make alternate arrangements, the BORROWING PARTY shall, at its own expense, supply all fuel, lubrication and routine maintenance for any Resources during the time they are in use by the BORROWING PARTY;

5.2.4 Any costs accrued or incurred by the LENDING PARTY related to the transportation, handling, and unloading or loading of Resources shall be reimbursed by the BORROWING PARTY, based on actual receipts or invoices with supporting documentation;

5.2.5 In the event that any Resources are damaged during delivery to, or while in the custody or use of the BORROWING PARTY, the BORROWING PARTY shall reimburse the LENDING PARTY for the reasonable cost of repairing the damaged equipment, based on actual receipts;

5.2.6 If a damaged Resource cannot be economically restored to the condition it was in prior to the loan, the BORROWING PARTY shall reimburse the LENDING PARTY for the cost of replacing any such damaged Resources with equivalent (or functionally equivalent) equipment of equivalent value to the equipment prior to the loan, based on actual receipts (unless the PARTIES agree otherwise in writing); and

5.2.7 If the LENDING PARTY is required to rent or lease items while Resources are being repaired or replaced, the BORROWING PARTY shall reimburse the LENDING PARTY for any such lease or rental costs, provided that the duration and cost of such lease or rental is reasonable under the circumstances, and that any such reimbursement is based on actual invoices.

5.3 Supplies. With respect to any Resources that are expendable or non-returnable, the BORROWING PARTY shall reimburse the LENDING PARTY with in-kind items or the replacement cost for such items, plus any applicable handling charges, taxes and other incurred expenses. With respect to such Resources that are timely returned to the LENDING PARTY without damage (other than normal wear and tear), no costs shall be due from the BORROWING PARTY to the LENDING PARTY, including but not limited to, any rental fees for use of the Resources;

5.4 Personnel: The LENDING PARTY may make available to the BORROWING PARTY employees who are willing to participate in providing mutual aid under the provisions of this AGREEMENT. If the BORROWING PARTY accepts the services of such employees, the BORROWING PARTY shall reimburse the LENDING PARTY for the full costs of the employees' services; that is, at a rate equal to the employees' current salary or hourly rate plus fringe benefits and overhead charges, including any costs arising from Workers' Compensation claims. Costs to feed, shelter, transport, and otherwise care for the LENDING PARTY's employees shall be paid by the BORROWING PARTY. The LENDING PARTY shall not be liable for cessation or slowdown of work, or any other damages incurred by reason of the LENDING PARTY's employee's refusal to perform any assigned task due to the loaned employee's perception of risks of harm or injury.

6.0 FINANCIAL RECORDS: Both the LENDING PARTYs and the BORROWING PARTY shall keep accurate financial records of any Resources and personnel provided or received. Such records will be used to settle accounts among the PARTIES and to support claims for reimbursement from insurance carriers or the local State and/or Federal governments, should such aid be made available. All financial records shall be maintained for a minimum of three years, or as required by applicable Federal or State law as a condition of receiving financial assistance, whichever is longer. All PARTIES shall have full access to such records for the purposes of this provision.

7.0 EMERGENCY ROUTING: Inasmuch as the PARTIES recognize that mutual aid provided under this AGREEMENT depends on the LENDING PARTYs' abilities to move their resources to places designated by the BORROWING PARTY, the PARTIES shall cooperate in determining which routes shall be used to reach the BORROWING PARTYs' operating areas and in arranging for any necessary escorts to assure the timely and safe arrival of the Resources or Personnel.

8.0 LIABILITY AND HOLD HARMLESS: Pursuant to Government Code Section 895.4 and Federal and State requirements, whenever mutual aid assistance is provided, the BORROWING PARTY shall assume the defense of, fully indemnify and hold harmless the LENDING PARTY, including its Directors, Supervisors, Officers, and Employees from all claims, losses, damages, injuries, and liabilities of every kind, nature and description directly or indirectly arising from the negligent or wrongful acts of the BORROWING PARTY in connection with work rendered hereunder, including but not limited to negligent or wrongful use of Resources, or faulty workmanship or other negligent acts, errors or omissions by the BORROWING PARTY, or by loaned personnel.

8.1 Each Party to this AGREEMENT shall give to the others prompt and timely written notice of any claim made, or any suit instituted, coming to its knowledge which in any way, directly, or indirectly, contingently or otherwise, affects or might affect one or more of the other PARTIES. Each Party shall have the right to participate in the defense of the same to the extent of its own interest.

9.0 MODIFICATIONS AND OTHER PROVISIONS:

9.1 Amendments: Any provision of this AGREEMENT may only be modified, altered or rescinded only by written amendment to this AGREEMENT executed by all of the PARTIES; however, the AGREEMENT as a whole may only be rescinded in compliance with Section 12.0, Termination.

9.2 Review: This AGREEMENT shall be reviewed as needed and necessary changes shall be made.

9.3 Reporting: The LENDING PARTY shall, at the request of the BORROWING PARTY, provide to the BORROWING PARTY a written estimate of the costs of Resources provided under this AGREEMENT within three (3) days of the date of any such request. This report shall be revised weekly thereafter until mutual aid is terminated at the BORROWING PARTYs, or pursuant to Section 5.2.2 above, at the LENDING PARTY's request. The LENDING PARTY shall provide a final estimate to the BORROWING PARTY no later than ninety (90) days following the return or redeployment of all Resources. If the Federal and/or State government require a different reporting schedule for public assistance, it shall supersede those stated in this AGREEMENT.

9.4 Non-Exclusivity: This AGREEMENT is not an exclusive agreement for the provision of Emergency resources. Any PARTY may provide such resources to entities not party to this AGREEMENT, and any PARTY may enter into agreements similar to this with other organizations. In the event that there are conflicting requests for Resources pursuant to two or more agreements entered into by a LENDING PARTY, the LENDING PARTY shall have the final right to determine which request shall be honored, and such determination shall not give rise to any claim of damages or other monetary recovery by a BORROWING PARTY the request of which was denied.

9.5 Third Parties: Nothing herein shall be construed to create any right of action by third party for any cause whatsoever.

9.6 Entire Agreement: This AGREEMENT constitutes the entire understanding of the PARTIES with respect to the subject matter hereof, any prior or contemporaneous oral or written agreements by and between the PARTIES or their agents and representatives with respect to the subject matter of this AGREEMENT are revoked and extinguished by this AGREEMENT.

10.0 NOTICES: All other notices and communications deemed by the PARTIES to be necessary or desirable to be given to the other PARTIES shall be in writing and may be given by personal delivery to a representative of the PARTIES, by electronic communication to the email addresses indicated, or by mailing the same, postage prepaid, addressed as follows:

Carl Sedoryk General Manager / CEO MONTEREY – SALINAS TRANSIT DISTRICT 19 Upper Ragsdale, Suite 200 Monterey, CA 93908 csedoryk@mst.org	SAN BENITO LOCAL TRANSPORTATION AUTHORITY
Geoff Straw Executive Director SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY 179 CROSS STREET SAN LUIS OBISPO, CA 93401 GSTRAW@SLORTA.ORG	Alex Clifford CEO/General Manager SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 110 VERNON STREET SANTA CRUZ, CA 95060 ACLIFFORD@SCMTD.COM

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States mail as provided above.

11.0 MUTUAL AID COORDINATORS: All communications relating to the day-to-day activities associated with this AGREEMENT shall be exchanged between the Mutual Aid Coordinators as designated below:

MONTEREY – SALINAS TRANSIT DISTRICT Chief Operating Officer 19 Upper Ragsdale, Suite 200 Monterey, CA 93908 Desk: (831) 264-9430 MST Center (831) 899- 5299 (24 Hour)	SAN BENITO LOCAL TRANSPORTATION AUTHORITY
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY Operations Manager Desk: (805)781-4467 RTA Dispatch: (805)541-2228	SANTA CRUZ METROPOLITAN TRANSIT DISTRICT Ciro Aguirre Chief Operating Officer

12.0 TERMINATION: This AGREEMENT is not transferable or assignable, in whole or in part. Any PARTY may terminate its participation in this AGREEMENT by providing 30 days' written notice delivered or mailed electronically to the other PARTIES to the AGREEMENT. Prior to the effective date of termination, with respect to the terminating PARTY, all sums due for Resources shall be paid to the LENDING PARTY, and all Resources shall be returned to the LENDING PARTY. The AGREEMENT shall continue in full force and effect as to the remaining PARTIES to the AGREEMENT. The provisions under Section 6.0 and Section 8.0 shall survive any termination of this AGREEMENT with respect to financial record keeping,

claims, losses, damages, injuries and liabilities arising out of acts or omissions occurring prior to the effective date of termination. The AGREEMENT shall continue in full force and effect as to the remaining PARTIES to the AGREEMENT.

DRAFT

IN WITNESS WHEREOF, the PARTIES to the AGREEMENT have executed this AGREEMENT on the day and year set forth above.

Agency: MONTEREY – SALINAS TRANSIT DISTRICT

Carl Sedoryk

General Manager / CEO

Date __/__/____

Agency: SAN BENITO LOCAL TRANSPORTATION AUTHORITY

Name:

Title

Date __/__/____

Agency: SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

Geoff Straw

Executive Director

Date __/__/____

Agency: SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Name: Alex Clifford

Title: CEO/General Manager

Date __/__/____

DRAFT

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 9, 2018

STAFF REPORT

AGENDA ITEM: A-8

TOPIC: Administrative & Management Employees' Retirement

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt Resolution of Intention to Terminate the CalPERS Contract

BACKGROUND/DISCUSSION:

The RTA has had a contract with the California Public Employees' Retirement System (CalPERS) since 1994, and administrative and management employees are offered participation in the CalPERS defined benefit retirement program. To reduce potential future financial obligations, staff is recommending that the Board evaluate the feasibility of terminating the contract with CalPERS. Adoption of the attached resolution of Intention to Terminate will commence the minimum one-year process required to terminate the contract and will initiate preparation of a cost report by CalPERS. During this period, Staff would investigate the cost to terminate the contract and determine an equivalent retirement program for employees currently enrolled in CalPERS. Adoption of the Resolution of Intention does not commit the RTA to terminate the CalPERS contract; termination would require that this Board adopt a final Resolution of Termination after the minimum one-year period. Since this process requires a minimum of one-year, the January 2020 RTA Board meeting would need to be moved to January 15, 2020 (instead of January 8, 2020).

Staff Recommendation

Adopt the attached Resolution, direct staff to work with CalPERS officials to investigate costs and undertake other measures necessary to possibly end the contract, and report possible impacts of implementing an alternative retirement program.

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**RESOLUTION OF INTENTION
TO TERMINATE THE CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

WHEREAS, the Board of Directors of the San Luis Obispo Regional Transit Authority entered into a contract with the Board of Administration, Public Employees' Retirement System pursuant to Government Code Section 20460, effective July 1, 1994, for participation of said agency in the Retirement System; and

WHEREAS, Section 20570 provides that the governing body may terminate the contract between the Board of Administration of the Public Employees' Retirement System and the governing body of the contracting agency by the adoption of a resolution giving notice of intention to terminate, and, not less than one year later, the adoption by affirmative vote of two-thirds of the members of the governing body of a resolution terminating the contract;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Luis Obispo Regional Transit Authority hereby finds that it is in the best interests of the agency to terminate the contract entered into with the Board of Administration, Public Employees' Retirement System; and

BE IT FURTHER RESOLVED, that the governing body of the above agency does hereby give notice to the Board of Administration, Public Employees' Retirement System, pursuant to Section 20570, of the intention to terminate said contract.

By: _____
Presiding Officer

Title

Date adopted and approved

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
JANUARY 9, 2018
STAFF REPORT**

AGENDA ITEM: A-9

TOPIC: Sublease of RTA's Real Estate Property

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Staff to Solicit Property Sublease Bids

BACKGROUND/DISCUSSION:

In June 2014, the RTA purchased 6.6 acres of land at 253 Elks Lane to construct a new Bus Maintenance Facility. As part of the property purchase, the RTA honored the terms of an existing lease at the corner of Elks Lane and Prado Road to a local U-Haul dealer and a separate lease for vehicle parking. The latter sublease has since expired, and the opportunity exists to earn revenue from that parking lot area by soliciting bids for a new vehicle parking area sublease.

The solicitation would make clear that the lessee agree to pay for and obtain any permits from the City of San Luis Obispo or other regulatory agencies, as well as make any tenant improvements. The resulting lease would require the lessee's indemnification of the RTA, as well as restoration of the site to its current state upon the lease end. To ensure that the use would not conflict with the planned construction of the new RTA Bus Maintenance Facility, staff would identify a one-year lease with month-to-month extensions.

Staff Recommendation

Authorize the Executive Director and RTA Counsel to solicit bids to lease the RTA's property located at 253 Elks Lane for active vehicle parking purposes, and direct staff to bring the final agreement back to the RTA Board of Directors for consideration at a future meeting.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

January 9, 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:

Newly Enacted *Innovative Clean Transit* Rule

On December 14th, the California Air Resources Board unanimously passed the *Innovative Clean Transit* rule that will phase out petroleum-fueled public transit buses in the coming decades. The RTA and other transit agencies will be barred from purchasing any new petroleum-powered buses by 2029, and will require only zero-emission buses by 2040. The move will take an estimated 14,000 petroleum-powered buses off the roads.

The good news is that, according to an environmental impact statement, the plan would lower greenhouse gas emissions 86% by 2050 compared to a business-as-usual scenario, especially if electric charging stations are powered by renewable energy. California currently has just over 130 electric buses in service, with many hundreds more on order. The long lead-time on the rule is designed to allow transit agencies to phase out existing buses over their current decade-plus lifespan.

The challenge is and will likely remain to be an issue of capital funding statewide. In addition, the limited range of battery-electric buses will be especially onerous for transit agencies like the RTA that operate long distances at highway speeds and over terrain as challenging as the Cuesta Grade. Rolling out this new technology will require carefully crafted policy decisions and operating plans, and the RTA will likely require assistance from the jurisdictions to expedite implementation of on-route charging stations so that RTA buses can "top up" throughout the service day. Staff is currently crafting an *RTA Policy and Procedures for the Purchase of Low- or Zero-Emission Vehicles* document that we plan to present to the RTA Board at your March 2019 meeting.

Operations:

The Employee of the Quarter barbecue is scheduled for 11:30 AM on Friday February 1st at the RTA operating facility in San Luis Obispo. Please put this on your calendar so

that you can enjoy some time with many of our team members. The EOQ winner will join us as the next RTA Board meeting on March 6th.

Staff is working with County staff to address several issues raised about the 90% drawings for the improvements to the Government Center passenger facility. This has delayed bidding on construction, which was originally scheduled for late November 2018. As mentioned at the last RTA Board meeting, the design engineer's construction cost estimate is significantly higher than we originally anticipated, which leaves essentially no room for deviations from the 90% drawings without corresponding design element deletions or additional funding.

Since the previous RTA Board meeting, five new Bus Operator candidates completed training and are operating in revenue service. Please join me welcoming Marcelino, Greg, Christian and Gareth to the RTA team, and Bob to the SoCo Transit team. In addition, one other candidate is in the six-week training program and we are continually seeking other candidates to fill the nine open Bus Operator positions.

Service Planning & Marketing:

With the defeat of Proposition 6 at the ballot box in November staff has discontinued planning for service reductions.

The RTA plans to launch the Token Transit system this month throughout the region for most fixed-route services (RTA, SLO Transit, Paso Express, and SoCo Transit). This is a mobile ticketing system for iOS and Android smartphones. A rider will simply wave their phone in close proximity to the GFI electronic farebox, which will validate the payment. Riders can use a credit card to purchase bus passes, and you can purchase a pass online and send it directly to someone else's phone. This system increases access for riders by making it easier to purchase passes at night or on weekends, and passes are immediately available versus our current online purchase process where the pass has to be mailed out. SLO Transit has been using this same system and tell us that it is working well and that their riders love it. Our web analytics show us that 78% of the visitors to the RTA website are using a mobile device, so we are hoping that the new mobile bus passes and online purchasing will make riding the bus easier than ever. We do not plan to eliminate pass sales outlet locations but expect the traffic at those locations will decline over time. Also, we anticipate that this system will reduce the need for the purchase and maintain additional ticket vending machines. The project is fully-funded using Proposition 1B Safety & Security bond proceeds.

Staff conducted the SoCo Transit / DARs Short-Range Transit Plan kick-off meeting on December 11th. This plan will provide a 5 to 7 year road map for South County Transit fixed-route services, as well as the various Dial-A-Ride programs managed by the RTA in Nipomo, Paso Robles, Templeton and Shandon. Staff has provided the vast amount of data and policy documents requested by the consultant team led by LSC Transportation Consultants, and we plan to conduct the passenger surveys in March 2019.

Bus Garage Facility Update:

We are nearly at completion of the Programming phase and Concept Facility Design Layouts phase with our design team led by Stantec Architecture. Staff submitted the site plan and concept elevations to the City of San Luis Obispo Planning Department on December 17th. I will join our consultant in presenting the project to City staff on January 10th; any feedback will be considered for revisions to the project plans as we move toward Schematic Design (30% completion) with a target deadline of March 31, 2019.

As a reminder, the design/engineering phase and the ensuing construction administration phase are fully funded with FTA Section 5307 grants, with local match provided by already-secured Senate Bill 1 – Road Repair and Accountability Act (SB-1) funds.

Finance and Administration:

Unfortunately, the Bus Maintenance Facility grant proposal that we submitted in late-July for the *Better Utilizing Infrastructure and Leveraging Development* (BUILD) program was not selected for award. The BUILD program has replaced the Transportation Investment Generating Economic Recovery (TIGER) program, and the awards announcement was released by the USDOT on December 10, 2018. Only \$195 million of the \$1.5 billion program (roughly 3.6% of total) was awarded to 15 public transportation-related projects; since 2009 transit-related project averaged 29% of TIGER funding. Staff will take the effort required and changing federal commitments into account when the next BUILD notice of funding availability is released in spring 2019.

Because we were unsuccessful in attaining BUILD funds, staff submitted a request to the Federal Transit Administration on December 17th to reallocate already granted Federal funds to the Bus Maintenance Facility project. A copy of the cover letter and White Paper are attached at the end of this report. The FTA funds were originally awarded in FFY15-16 to purchase land for the planned long-term downtown passenger facility, but that project is indefinitely stalled until a new plan can be developed and locally adopted. The reallocation request includes \$4 million in FTA Section 5339(b) funds, \$100,000 in FTA Section 5307 funds, and \$1,150,000 in local funds – all currently included in fully-executed grants. If ultimately accepted and added to the recently awarded FFY18-19 FTA Section 5339(b), we will have secured a total of \$13,107,100 toward construction of the Bus Maintenance Facility project.

Please join me in welcoming Chelsea Sperakos to the RTA team. Chelsea is an Administrative Assistant, and she provides front-desk support duties and serves as RTA Board Secretary. Chelsea proved to be a welcoming and friendly face while working for us as a temporary employee in October and November. Her husband Mason works at the County, and she wanted me to share that she is a transplant to San Luis and she plans to be here for the rest of her life.

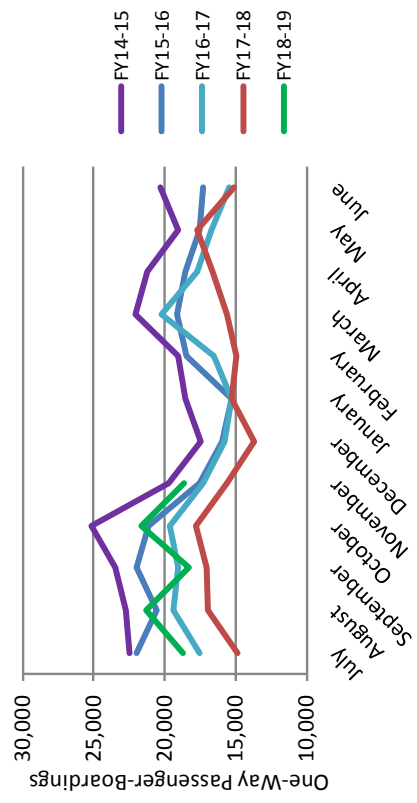
Unfortunately, we have said our good-byes to two important team members: Trena Wilson is retiring after almost ten years with the RTA as an Administrative Assistant, and Leslie Sanchez who has served as our Human Resources Officer since March 2015. The RTA team wishes them both well in their future endeavors. We have begun the recruitment process for these two positions in early January. On a similar note, we began the nationwide recruitment for a new Operations Manager in December, advertising it as open until filled with a first review on January 21, 2019.

Our operating and financial results through the first five months of the fiscal year are presented in the tables at the end of this report. This tabular information is summarized as follows:

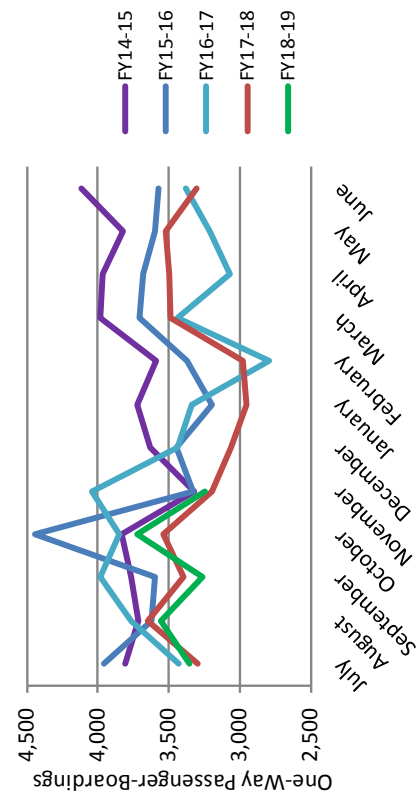
- RTA core fixed-route ridership totaled 308,653 through the end of November 2018. In comparison, the ridership for the same period last year was 313,530, which represents a decline of 5.7%. In comparison, the annual decline was 5.0% the same previous year-to-date period. Interestingly, the two year-round Highway 1 fixed-routes continue to experience increased ridership (Route 12 SLO-Morro Bay up 3.5%, and Route 15 North Coast up 14.7%), while the US-101 routes experienced declines (Route 9 SLO-Paso down 7.1%, and Route 10 SLO-Santa Maria down 2.0%). Strong ridership on the Route 14 SLO-Cuesta College service led that route's continued outstanding 13.5% increase, which has put it on track to regain the losses experienced in FY17-18 in comparison to FY16-17. The strong weekday ridership on Route 15 is likely due to the Cayucos school tripper service to Morro Bay High School. 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 17,136, which is essentially the same as the first five months of the previous year (17,075). Staff will continue 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 provided in the graphs on page B-1-7.
- In terms of financial results, staff worked hard to keep operating and capital costs within budget in light of the relatively weakened 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 right on budget – 41.4% through 41.7% of the fiscal year.
 - Administrative costs equated to 110.8% of YTD budget (46.2% through 41.7% of the fiscal year). This deviation is primarily due to the need to incur unanticipated professional technical services.

- Overall Service Delivery costs equated to 95.9% of YTD budget (40.0% through 41.7% of the year); these costs include both day-to-day operations and vehicle maintenance activities. The greatest variance was experienced in higher than budgeted fuel costs (108.6% of YTD budget), which is the third-greatest single line-item in our budget. We have thankfully avoided any major bus component failures/replacement, which resulted in lower costs related to vehicle maintenance.
- The farebox recovery ratio for core fixed-route services equated to 18.8% (21.9% last year), while Runabout achieved a ratio of 4.8% (4.1% last year). The RTA's results for this performance measure below the SBP standard of 25%, yet they are well above the 17.15% TDA requirement established by SLOCOG for FY18-19.
- The YTD subsidy per passenger-trip on core fixed-route services is \$6.40 (\$5.41 last year) and for Runabout it was \$80.42 (\$75.44 last year). Although we not yet received quarterly information from our transit agency partners, please remember that many Runabout trips are provided on fixed-route services through negotiated/interagency agreements. When those boardings and the fare payments are 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.

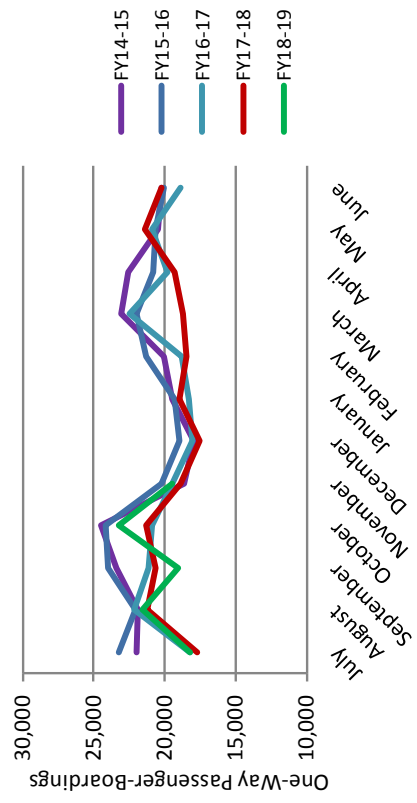
RTA Route 10 Ridership By Month



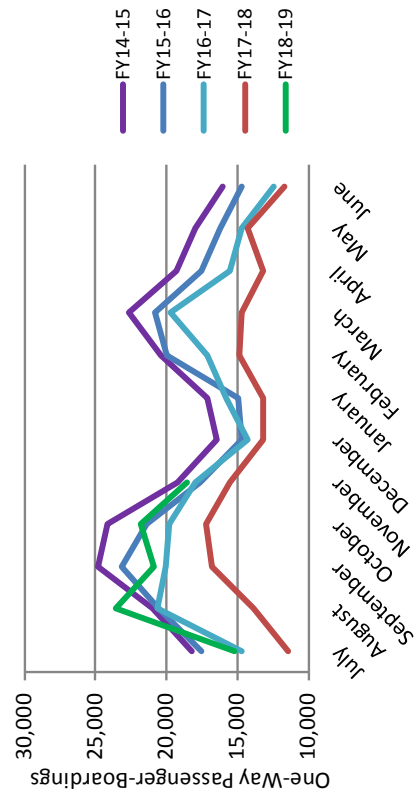
RTA Runabout Ridership by Mo.



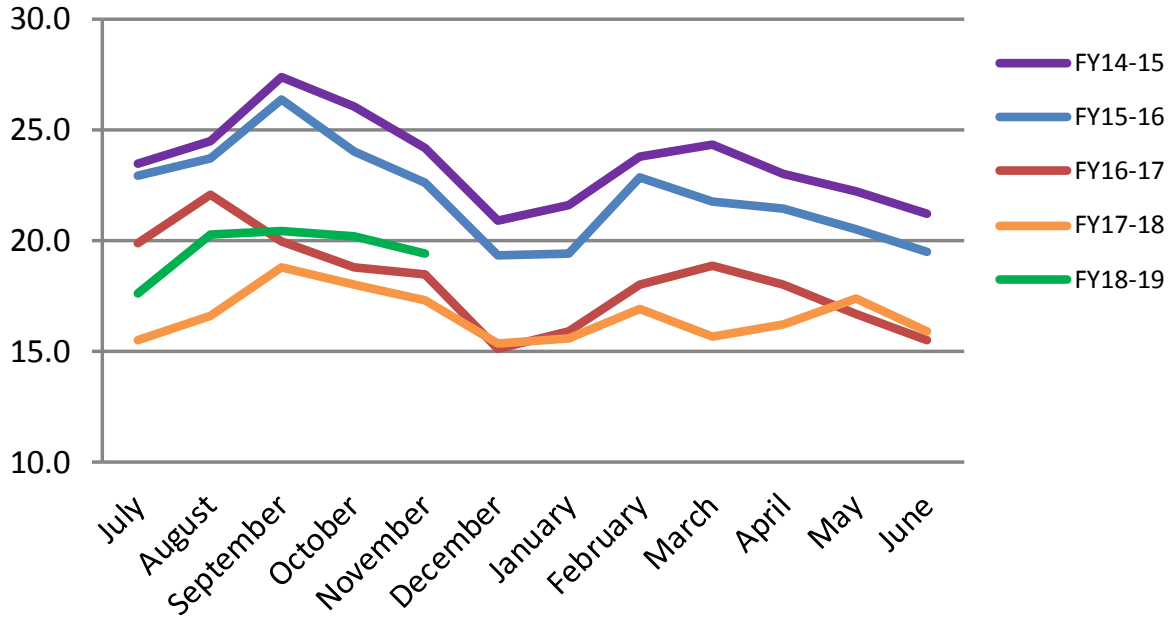
RTA Route 9 Ridership By Month



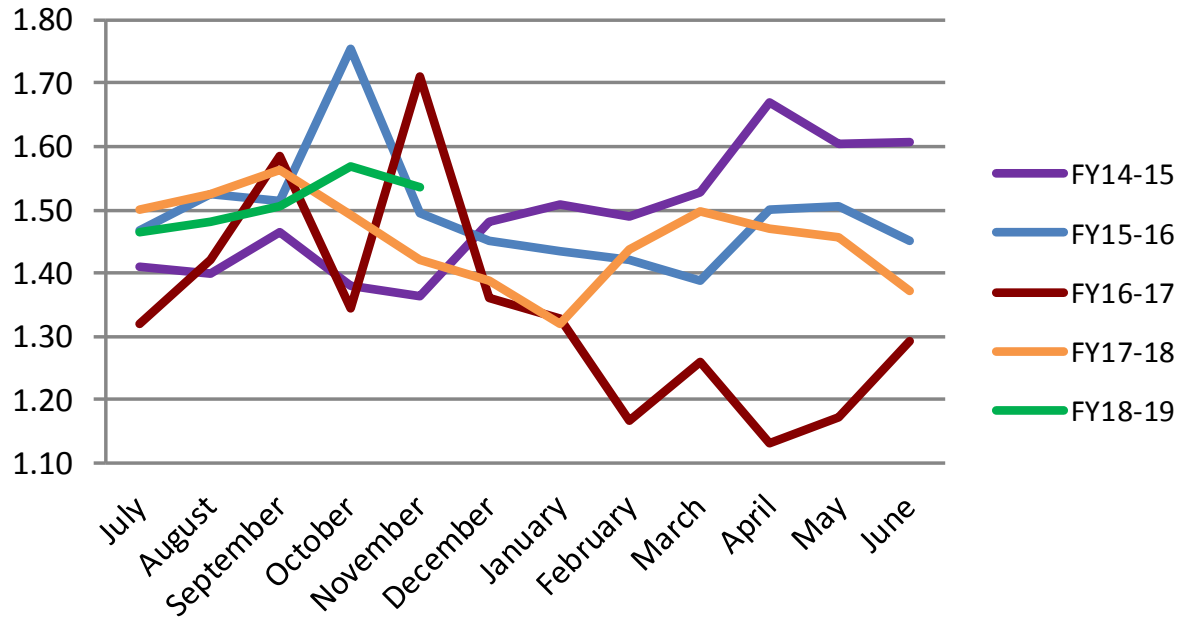
RTA Rtes. 12, 14 & 15 Pass./Mo.



RTA Fixed Route Productivity



RTA Runabout Productivity



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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

		Adopted Budget FY 2018-19	October Actual	November Budget	November Actual	November Variance	Year to Date FY 2018-19	Percent of Total Budget FY 2018-19
	Hours	72,080	6,359	6,007	5,624	383	29,787	41.3%
	Miles	1,624,850	142,470	135,404	126,410	8,994	665,792	41.0%
Administration:								
Labor	operations cost	894,050	95,177	74,504	70,581	3,923	374,338	41.9%
Labor - Administration Workers Comp	operations cost	65,150	16,091	-	-	-	32,182	49.4%
Office Space Rental	operations cost	458,500	35,381	38,208	49,834	(11,626)	197,965	43.2%
Property Insurance	operations cost	19,780	-	-	-	-	19,721	99.7%
Professional Technical Services	operations cost	98,480	5,010	8,207	-	8,207	86,014	87.3%
Professional Development	operations cost	46,270	3,932	3,856	8,369	(4,514)	15,077	32.6%
Operating Expense	operations cost	265,450	42,995	22,121	25,371	(3,250)	124,398	46.9%
Marketing and Reproduction	hourly	95,530	8,894	7,961	18,513	(10,552)	36,537	38.2%
North County Management Contract	operations cost	(43,740)	(3,645)	(3,645)	(3,645)	-	(18,225)	41.7%
County Management Contract	operations cost	(90,130)	(7,511)	(7,511)	(7,511)	-	(37,554)	41.7%
SCT Management Contract	operations cost	(124,660)	(10,388)	(10,388)	(10,388)	-	(51,942)	41.7%
Total Administration		1,684,680	185,937	133,313	151,125	(17,812)	778,512	46.2%
Service Delivery:								
Labor - Operations	hourly	4,556,490	463,591	379,708	329,273	50,434	1,756,700	38.6%
Labor - Operations Workers Comp	hourly	440,830	108,879	-	-	-	217,758	49.4%
Labor - Maintenance	hourly	1,033,450	120,890	86,121	85,467	654	434,207	42.0%
Labor - Maintenance Workers Comp	hourly	129,010	31,864	-	-	-	63,727	49.4%
Fuel	miles	991,560	100,068	82,630	83,711	(1,081)	449,539	45.3%
Insurance	miles	720,500	59,575	60,042	59,575	466	295,429	41.0%
Special Transportation (for SLOCAT and Paso)	n/a	43,900	3,048	3,658	4,084	(426)	18,288	41.7%
Avila Trolley	n/a	61,750	-	-	-	-	23,810	38.6%
Maintenance (parts, supplies, materials)	miles	703,460	51,588	58,622	54,817	3,805	221,255	31.5%
Maintenance Contract Costs	miles	129,870	6,079	10,823	7,726	3,097	40,106	30.9%
Total Operations		8,810,820	945,580	681,603	624,653	56,949	3,520,821	40.0%
Capital/Studies:								
Computer System Maintenance/Upgrades		43,830	1,293	1,800	1,707	-	19,322	44.1%
Miscellaneous Capital								
Maintenance Equipment		25,310	-	-	-	-	-	0.0%
Specialized Maintenance Tools		85,200	-	-	-	-	-	0.0%
Desks and Office Equipment		10,000	-	-	-	-	-	0.0%
Vehicle ITS		61,370	-	-	-	-	-	0.0%
Bus Stop Improvements/Bus Stop Solar Lighting		240,820	11,655	-	-	-	29,559	12.3%
Vehicles								
Support Vehicles		18,000	-	-	-	-	-	0.0%
40' Coaches		3,140,380	3,600	-	-	-	1,552,732	49.4%
Cutaway and Dial A Ride Vehicles		81,520	-	-	-	-	-	0.0%
Runabout Vehicles		729,320	-	-	-	-	-	0.0%
Total Capital Outlay		4,435,750	16,548	1,800	1,707	93	1,601,612	36.1%
Contingency	hourly	125,950	62,021	10,496	4,931	5,565	92,227	73.2%
Interest Expense	operations cost	11,640	1,051	970	489	481	4,721	40.6%
Loan Paydown		211,670	100,298	-	-	-	100,298	47.4%
Short Range Transit Plan - Nipomo		22,750	-	-	-	-	-	0.0%
Elks Lane Project		2,671,700	-	-	-	-	-	0.0%
Management Contracts		258,530	21,544	21,544	21,544	-	107,721	41.7%
TOTAL FUNDING USES		18,233,490	1,332,979	849,725	804,449	45,276	6,205,911	34.0%
TOTAL NON-CAPITAL EXPENDITURES		10,891,620	1,216,133	847,925	802,742	45,183	4,504,001	41.4%

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU NOVEMBER 30, 2018
CURRENT FISCAL YEAR - 2018/2019**

	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	RT 7 PASO EXPRESS ROUTE A	RT 8 PASO EXPRESS ROUTE B	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE	RUNABOUT	SYSTEM TOTAL
REVENUES:												
FARES	\$ 154,711	\$ 161,078	\$ 113,742	\$ 11,092	\$ 15,833	\$ 456,457	\$ 28,079	\$ 30,406	\$ 58,485	\$ 2,671	\$ 69,382	\$ 586,994
TOTAL ROUTE REVENUES	\$ 154,711	\$ 161,078	\$ 113,742	\$ 11,092	\$ 15,833	\$ 456,457	\$ 28,079	\$ 30,406	\$ 58,485	\$ 2,671	\$ 69,382	\$ 586,994
EXPENDITURES:												
ADMINISTRATION	\$ 166,137	\$ 136,472	\$ 90,478	\$ 10,051	\$ 38,480	\$ 441,616	\$ 7,573	\$ 7,315	\$ 14,887	\$ 3,338	\$ 327,025	\$ 786,867
MARKETING	13,530	11,204	7,520	1,000	3,283	36,537	-	-	-	-	-	36,537
OPERATIONS/CONTINGENCY	531,782	446,087	289,569	32,893	127,623	1,427,954	122,704	118,995	241,699	50,389	966,797	2,686,839
FUEL	117,223	115,221	64,547	6,900	35,144	339,034	13,458	13,318	26,776	2,213	72,145	440,168
INSURANCE	65,057	63,959	35,846	3,825	19,529	188,215	7,714	7,625	15,338	2,111	81,432	287,096
TOTAL EXPENDITURES	\$ 893,729	\$ 772,943	\$ 487,959	\$ 54,668	\$ 224,058	\$ 2,433,356	\$ 151,449	\$ 147,253	\$ 298,701	\$ 58,051	\$ 1,447,399	\$ 4,237,507
FAREBOX RATIO	17.3%	20.8%	23.3%	20.3%	7.1%	18.8%	18.5%	20.6%	19.6%	4.6%	4.8%	13.9%
SERVICE MILES	150,970.5	148,379.9	83,133.8	8,794.6	45,207.3	436,486.0	17,887.2	17,692.1	35,579.3	4,900.0	188,827.0	665,792.4
SERVICE HOURS	5,747.7	4,725.8	3,135.3	354.2	1,337.1	15,300.0	1,307.1	1,262.0	2,569.1	577.6	11,340.0	29,786.6
RIDERSHIP (Automatic Counters)	108,026	98,579	80,383	10,647	11,018	308,653	22,867	23,327	46,194	1,106	17,136	373,089
RIDERS PER MILE	0.71	0.66	1.00	1.21	0.26	0.71	1.28	1.32	1.30	0.23	0.09	0.56
RIDERS PER HOUR	18.6	20.8	26.7	30.1	9.0	20.2	17.5	18.5	18.0	1.9	1.5	12.5
COST PER PASSENGER	\$ 8.27	\$ 7.84	\$ 6.07	\$ 5.13	\$ 20.34	\$ 7.88	\$ 6.62	\$ 6.31	\$ 6.47	\$ 52.49	\$ 84.47	\$ 11.36
SUBSIDY PER PASSENGER	\$ 6.84	\$ 6.21	\$ 4.66	\$ 4.09	\$ 18.90	\$ 6.40	\$ 5.40	\$ 5.01	\$ 5.20	\$ 50.07	\$ 80.42	\$ 9.78
RIDERSHIP (GFI Fareboxes)	101,425	84,840	68,616	7,261	8,925	271,067	22,188	23,156	45,344	1,106	17,136	334,653
RIDERS PER MILE	0.67	0.57	0.83	0.83	0.20	0.62	1.24	1.31	1.27	0.23	0.09	0.50
RIDERS PER HOUR	17.6	18.0	21.9	20.5	6.7	17.7	17.0	18.3	17.6	1.9	1.5	11.2
COST PER PASSENGER	\$ 8.81	\$ 9.11	\$ 7.11	\$ 7.53	\$ 25.10	\$ 8.98	\$ 6.83	\$ 6.36	\$ 6.59	\$ 52.49	\$ 84.47	\$ 12.66
SUBSIDY PER PASSENGER	\$ 7.29	\$ 7.21	\$ 5.45	\$ 6.00	\$ 23.33	\$ 7.29	\$ 5.56	\$ 5.05	\$ 5.30	\$ 50.07	\$ 80.42	\$ 10.91

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
JANUARY 9, 2018
STAFF REPORT**

AGENDA ITEM: C-1

TOPIC: Public Hearing: Americans with Disabilities Act Runabout Service Parameters

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

BACKGROUND/DISCUSSION:

All three of staff's recommendations presented below are considered a "major change" as defined in the *RTA Policy and Procedures for Public Comment Regarding Fare or Service Changes* document, which requires that a public hearing be conducted by the RTA Board before any changes can be implemented. At the direction of the RTA Board at its November 7, 2018 meeting, today's public hearing is being conducted to solicit input on staff's recommendations presented at the end of this report.

Staff sent letters to each current Runabout registrant who lives within corridors affected by the recommended changes below on December 20, 2018. A copy of the letter template is attached at the back of this staff report. As of January 2nd (the date this staff report was finalized), only one phone call was received in response to the letter; the caller informed us that the registrant is deceased. No other input was received.

Background on the ADA

The Americans with Disabilities Act of 1990 (ADA) established complementary paratransit service requirements along fixed-routes. In essence, each public entity operating a fixed route system must provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed-route system. To meet the service area requirements, the RTA established the minimum $\frac{3}{4}$ -mile boundary along both sides of each fixed-route within the County, including fixed-route services provided by the RTA, SLO Transit, and South County Transit.

Exemption for Commuter Bus Service

Certain exemptions to the ADA exist, primarily as it relates to Commuter Bus service – what the RTA has deemed “Express Routes” in all of our marketing materials. However, the RTA has never yet formally implemented that exclusion. Commuter Bus service means fixed-route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between a central business district and outlying communities. Commuter Bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation. The RTA Express Routes meet the ADA’s definition of Commuter Bus service, and thus the RTA is not required to provide Runabout service along areas solely traveled by Express Route buses. An example is the boundary around the US-101 corridor between Willow Road and Tefft Street in Nipomo: the RTA Route 10 Express buses remain on the freeway, while the local Route 10 buses operate on Willow, Thompson and Tefft. Without exempting Commuter Bus service from the ADA service area, persons living within the ¾-mile boundary west of US-101 would technically be eligible for highly-subsidized Runabout service. Another example is on Route 9 in North County, where the Express buses remain on US-101 rather than the “local” portions of El Camino Real in Santa Margarita and Atascadero.

Staff recommends that the Board consider formally excluding service along Express Routes as of January 31, 2019. Of course, the ¾-mile boundary along the fixed-routes would continue to be provided Runabout service.

Grandfathering of Runabout Riders’ Homes Along Abandoned Corridors

When the RTA Route 11 and Route 13 Express service – which operated along Los Osos Valley Road between San Luis Obispo and Los Osos – was eliminated in 2013, the Runabout service area was never amended to prohibit serving the abandoned corridor. More specifically, several Runabout riders who live in a mobile home park along Los Osos Valley Road just east of Los Osos were granted eligibility when the Routes 11 and 13 Express Route services were operated in 2011-13. Staff is recommending that current enrollees continue to be provided Runabout service to their homes in that area, but that after January 31, 2019 no new Runabout applicants would be granted service to that area. Of course, this would cause future residents of the mobile home park to be excluded from front-door service, even though it is possible that their next-door neighbor is provided continued Runabout service to their home.

Automatic Changes to Runabout Service When Fixed-Routes are Revised

Finally, staff recommends that the Board consider adopting a policy to automatically revise the Runabout service criteria on the effective date that fixed-route service changes are implemented – in terms of service area, service days, and service hours.

Staff Recommendations

1. Exclude RTA Express Routes when determining the Runabout service area. This would be effective on January 31, 2019.
2. Maintain Runabout eligibility for existing enrollees who live within the $\frac{3}{4}$ -mile boundary of the former RTA Routes 11 and 13 along Los Osos Valley Road near Los Osos.
3. Automatically alter Runabout service criteria (service area, and days and hours of service) upon the effective date of fixed-route service changes. Any existing Runabout enrollees in the affected areas would be mailed notices of the “grandfathering” of their home in the then-excluded service area.



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

December 21, 2018

Name

Address

Los Osos, CA zip

Re: "Grandfathering" of Runabout Service to Your Home

Dear Runabout Rider:

I am writing to advise you that the Board of Directors for the San Luis Obispo Regional Transit Authority will consider changing how the Runabout service area is defined at a Public Hearing on January 9, 2019. The meeting will start at 8:30 AM in the SLO County Chambers, located at 1055 Monterey Street in San Luis Obispo.

The Runabout service area is defined as the ¼-mile boundary around both sides of the corridor on which each fixed-route bus operates. In your case, your Runabout eligibility was granted because the RTA Route 11 operated along Los Osos Valley Road. However, when RTA Route 11 was eliminated in 2012, your residence is in an area I will define as "Runabout Limbo." My staff and I are recommending that you and all other existing Runabout registrants in your residential development be "grandfathered" but no new Runabout registrants be granted front-door service after February 1, 2019.

If you wish, you can attend the Public Hearing to submit your testimony. You are also welcome to submit your comments in writing or by calling me at (805) 781-4472. If you wish to submit your comments in writing, you can mail a letter to the address above or email me at gstraw@slorta.org. Thank you for your support of the public transportation services operated by the RTA.

Sincerely,

A handwritten signature in black ink that reads "Geoff Straw".

Geoff Straw
RTA Executive Director

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