

REGIONAL TRANSIT AUTHORITY EXECUTIVE COMMITTEE AGENDA

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

Wednesday November 4, 2020

10:00 a.m. – 11:00 a.m.

This agenda is available/posted at: <http://www.slorta.org/board/rta-board-meetings>

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

Important Notice Regarding COVID-19

Due to the Coronavirus (COVID-19) and in accordance with the Governor's Executive Order N-29-20, the RTA Executive Committee meeting on November 4, 2020 will be a virtual meeting held via Zoom webinar.

HOW TO WATCH:

To Watch and Participate in Live Public Comment: To provide public comment during the meeting, use the Zoom webinar link below. Please use the following link to register in advance of the webinar. After registering, you will receive a confirmation email with details about joining the webinar:
https://zoom.us/webinar/register/WN_WMWc0JlmRM2NpRhk0PPK-g

HOW TO COMMENT:

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

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

Zoom webinar – Verbal, Live Public Comments

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

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

- Include the agenda item number you are referencing or type "general comment," if it is about an item not on the agenda.
- **Emailed written comments must be submitted no later than 5:00 p.m. on Monday, November 2, 2020.**

The Regional Transit Authority is a Joint Powers Agency serving the residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo County of San Luis Obispo

- **Emailed written comments must be submitted no later than 5:00 p.m. on Monday, November 2, 2020.**

Mail – Written Public Comments

- Mail to:
Clerk of the Board
SLO RTA
179 Cross Street
San Luis Obispo, CA 93401
 - **Mailed written comments must be received by the RTA no later than 5:00 p.m. on Monday, November 2, 2020.**
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1. **Call Meeting to Order, Roll Call**
2. **Public Comment:** The San Luis Obispo Regional Transit Authority Executive Committee reserves this portion of the agenda for members of the public to address any items not on the agenda and within the jurisdiction of the Committee. Comments are limited to three minutes per speaker. The Committee will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.
3. **Information Items**
 - A-1 Executive Director's Report (Receive)
4. **Action Items**
 - B-1 Fiscal Year 2020-21 Amendment #2 (Approve)
 - B-2 Consolidation SoCo Transit into the RTA (Approve)
 - B-3 Fiscal Year 2020-21 Amendment #3 for Consolidation of SoCo Transit into the RTA (Approve)
5. **Consent Items**
 - C-1 Executive Committee Meeting Minutes of August 12, 2020 (Approve)
6. **December 2, 2020 Draft RTA Board Agenda:** The Executive Committee is asked to review and comment on the proposed agenda items.

Information Items

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

Action Items

- B-1 Fiscal Year 2020-21 Amendment #2 (Approve)
- B-2 Consolidation SoCo Transit into the RTA (Approve)
- B-3 Fiscal Year 2020-21 Amendment #3 for Consolidation of SoCo Transit into the RTA (Approve)

Consent Items

- C-1 Executive Committee Meeting Minutes of August 12, 2020 (Information)
- C-2 RTA Board Meeting Minutes of August 5, 2020 (Approve)
- C-3 RTA Board Meeting Minutes of September 2, 2020 (Approve)
- C-4 Procurement of Replacement Vehicles (Approve)
- C-5 Declare Vehicles Surplus (Approve)

- C-6 Designate Executive Director as Alternate on CalTIP Board (Approve)
- C-7 BMF Construction Change Order Summary (Approve)
- C-8 Final Social Security Resolution for RTA Employees (Approve)

Closed Session Item:

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

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

8. **Adjournment**

Next RTA Executive Committee Meeting: **December 9, 2020**

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
EXECUTIVE COMMITTEE
November 4, 2020**

AGENDA ITEM: A-1

TOPIC: Executive Director's Report Summary

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Information

BACKGROUND/DISCUSSION:

Update on COVID-19 Pandemic Impacts:

1. Summary of the previously reported COVID-19 related changes (and implementation dates) staff has implemented in response to the pandemic:
 - a. Public info campaign to sanitize hands and stay home if sick (March 3)
 - b. Revised vehicle & facility sanitizing procedures (March 10)
 - c. Weekday Regular Service decreased to Saturday Service (March 16)
 - d. Fares suspended & boarding at mid-door (March 23)
 - e. Ordered sanitizing foggers to clean bus interiors (March 27)
 - f. Fiscal Emergency declared by RTA Board (April 1)
 - g. Face masks provided to employees (April 3)
 - h. Bus Operator bid "shake-up" & admin leave program (April 5)
 - i. Maximum vehicle loads established & "shadow" buses added (April 13)
 - j. Face coverings required on all buses and at bus stops (June 12)
 - k. Interim cash fare & temporary shower curtain-based screen (June 14)
 - l. Passenger hand sanitizing gel dispensers on all transit vehicles (June 22)
 - m. Service ramp-up to address increasing ridership (June 28)
 - n. Employee personal temperature screening policy (June 28)
 - o. Permanent "sneeze guard" barriers installed on buses (July 13)
 - p. Bids to install customer service window (August 12)
 - q. Fall service "shake-up" and slight service revisions (August 16)
 - r. Training for and implementation of sanitizing foggers (August 18)
 - s. Bids to install enhanced building air-handling system (August 19)
2. Other more recent COVID-19 initiatives (and pertinent dates) include:
 - a. First full staff meeting since pandemic declared (September 18)
 - b. Building intercom installed and tested (October 1)
 - c. Discussion on enhanced BMF air-handling (October 12)

Update on Bus Maintenance Facility Construction

1. Construction essentially on-schedule (one extra day authorized).
2. Concrete Masonry Units installation is critical path.
3. No safety incidents reported.
4. Contaminated (not “hazardous”) soil discovered under U-Haul facility.
5. Ground-disturbing activities completed; no archeological/cultural assets discovered
6. Pouring of concrete footings scheduled for November 5th
7. Two pay requests processed to date.
8. Change orders authorized totaling \$97,829.93 (0.58% of \$16.9M contract):
 - a. Additional asbestos abatement (\$13,756.05)
 - b. Geo-grid removal (\$31,582.28)
 - c. Elks Lane utility changes (\$52,491.60)
9. Change requests pending:
 - a. Communications conduit modifications
 - b. Additional soil remediation
 - c. Plumbing changes to add/relocate trap primers
 - d. Air handling & other communicable disease prevention improvements

Operations:

1. Relay for Life cancer awareness event on October 28th
2. New Utility employee begins November 2nd
3. New Accounting Technician slated to begin in mid-November
4. Two Bus Operators completed training since September Board meeting
5. Delivery of seven replacement vehicles (one cutaway & six minivans)
6. Increasing ridership, especially on 7:14AM NB Route 10 & 4:33PM SB Route 10

Marketing & Service Planning:

1. Marketing efforts centered on COVID-19 related communications
2. Holiday service announcements

Finance and Administration:

1. Diversity and Inclusion consultant delayed late-October onsite kickoff meetings due to an unforeseen emergency; will be rescheduled in December or January
2. Ridership and financial results will be presented at December 2nd Board meeting

STAFF RECOMMENDATION:

Accept this as an information item.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
EXECUTIVE COMMITTEE
NOVEMBER 4, 2020
STAFF REPORT**

AGENDA ITEM: B-1

TOPIC: Fiscal Year 2020-21 Operating and Capital Budget Amendment #2

ACTION: Approve

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Bring the Fiscal Year 2020-21 Budget Amendment #2 as Presented to the Board for Approval

SUMMARY:

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

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

At the June 3rd RTA Board meeting the budget was amended to include CARES Act funding from all of the UZA's except Santa Maria as the RTA was still negotiating with the City of Santa Maria. The RTA has traditionally received 11% of the normal annual apportionment for RTA Route 10 service that operates hourly service into Santa Maria. Using that traditional split, which equates to roughly \$1,355,000 in funding for the RTA. Since that time, the RTA has been awarded \$1,300,691.

The RTA has also applied for Phase 2 CARES FTA Section 5311 non-urbanized apportionment through Caltrans. Since those funds can only be used for rural transit services, the RTA, the County and Morro Bay Transit are eligible recipients. We will be working with our partners at SLOCOG to distribute these 5311 funds in the coming

months. Once that call for projects and project awards have been determined a budget amendment will be provided to identify those additional funds.

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

There are a number of changes in the current fiscal year and in subsequent years, which staff has noted in **yellow** in the detailed pages. In total, it is projected that the jurisdictions will have a reduction of the LTF required for FY2020-21 and FY2021-22 of **\$1,124,230**, as a result of this budget amendment.

For Fiscal Year 2020-21

Changes in Operating Revenue:

- Debt service reserves reduced by \$207,660 for the funding related to the facility loan, now being spent to fill the reserve held by the collateral agent. This amount was the estimate that the RTA had in June 2020.
- Offset reserve to carryover to FY21-22 increased by \$950,000 to \$1,950,000 which allows for a reduced LTF request in FY21-22 in addition to FY20-21
- Changes in Non TDA Sources:
 - Increase in FTA (Section 5307 – SM) Operating CARES by \$847,630 which is a portion of the CARES funds the RTA will receive from the Santa Maria Urbanized Area CARES apportionment. The balance is being allocated to capital projects that are CARES related.
- TDA Required:
 - Decrease in TDA required by \$105,209 due to increase in other revenue sources

Changes in Capital Revenue:

- Reduction in capital projects reserves by \$58,460 to \$667,520 due to the reduction in STA funds allocated by SLOCOG.
- Changes in Non TDA Sources
 - Reduction in State Transit Assistance (STA) by \$479,560 due to the reduction in STA funds allocated by SLOCOG
 - Increase in Federal Transit Administration (FTA) (Section 5307 – Santa Maria) CARES by \$453,060, which is the portion of CARES funds the RTA will receive from the Santa Maria Urbanized Area CARES apportionment the RTA will be using for COVID related capital projects.
- Increase in financing for bus maintenance facility by \$3,676,740 based on the projected draw schedule which has been refined since the prior budget amendment was adopted in June 2020.

Changes in Administration and Service Delivery:

- Debt service reserve increase by \$203,960 based on the projected borrowing timeline to fund construction, using the reserve funds previously projected.

Changes in Capital Expenditures:

- Increase in COVID 19 Related Items to \$453,060 for driver barrier, air purification systems for the vehicles, facility air handling retrofitting, and facility customer service window and intercom.
- Increase in loan repayments by \$24,010 based on projected loan draw and the associated interest only amortization on the amount drawn
- Increase in Elk Lane project by \$3,231,630 based on the projected draw schedule which has been refined since the prior budget amendment was adopted in June 2020.

For Fiscal Year 2021-22

Changes in Operating Revenue:

- Increase in general reserves of \$742,340 based on changes to debt service reserve and offset reserve carryover in FY20-21
- As noted in FY20-21, debt service reserves reduced by \$207,660 for the funding related to the facility loan, now being spent to fill the reserve held by the collateral agent. This amount was the estimate that the RTA had in June 2020.
- Reduction in offset reserve to carryover to FY21-22 to use the funds and reduce the LTF needed by the RTA in FY21-22
- Non TDA Sources:
 - Increase in State Transit Assistance to \$400,000 based on funding availability and reduce the LTF needed by the RTA in FY21-22
- TDA Required:
 - Decrease in TDA required by \$1,018,940 due to use of offset reserve

Changes in Capital Revenue:

- Decrease in beginning capital projects reserves based on carryover from FY20-21 that was reduced due to the reduction in STA in FY20-21
- Non TDA Sources:
 - Decrease in State Transit Assistance (STA) by \$679,560 to \$314,750 based on revised projection in STA revenue and allocating additional STA to operating in order to reduce LTF needed
 - Decrease in STA SB1 State of Good Repair by \$259,190 to \$140,810 due to projected funding availability
- Decrease in financing for bus maintenance facility by \$3,614,010 based on the projected draw schedule which has been refined since the prior budget amendment was adopted in June 2020.

Changes in Administration and Service Delivery:

- Reduction in office space rental by \$151,170 due to the relocation to the new facility and elimination of the rent in the current facility starting in March 2022
- Debt service reserve increase by \$282,230 based on the projected borrowing timeline to fund construction, using the reserve funds previously projected. This will fully fund the debt service reserve.

Changes in Capital Expenditures:

- Increase in loan repayments by \$108,240 based on projected loan draw and the associated interest only amortization on the amount drawn
- Decrease in Elk Lane project by \$4,719,460 to \$7,347,000 based on the projected draw schedule which has been refined since the prior budget amendment was adopted in June 2020.

For reference, the amendment also includes revisions to the services the RTA provides on behalf of the **City of Paso Robles and the County of San Luis Obispo**. Those revisions include:

City of Paso Robles

Changes in Operating Revenue FY20-21:

- Decrease in Cash Flow Requirements per TDA by \$67,400 (from \$581,180 to \$513,780) due to the reduction in STA funds.
- Decrease in State Transit Assistance (STA) Including SB1 of \$67,400 (from \$134,800 to \$67,400 due to the reduction in STA funds allocated by SLOCOG at the October 7th Board meeting.

Changes in Operating Revenue FY21-22:

- Decrease in General Reserves by \$67,400 (from \$581,180 to \$513,780) due to the reduction in STA funds in FY20-21.
- Decrease in State Transit Assistance (STA) Including SB1 of \$67,400 (from \$134,800 to \$67,400 due to the reduction in STA funds allocated by SLOCOG at the October 7th Board meeting for FY20-21, assuming that reduction will continue in FY21-22.
- Increase in TDA required of \$134,800 (from \$171,320 to \$306,120) due to the decrease in STA funding from FY20-21 and FY21-22 that had been projected to reduce TDA required. Note: the original TDA required projected at the May 6, 2020 Board meeting prior to the allocation of FTA CARES funds was \$629,580.

County of San Luis Obispo

Changes in Operating Revenue FY20-21:

- Decrease in State Transit Assistance (STA) Including SB1 of \$82,800 (from \$165,600 to \$82,800 due to the reduction in STA funds allocated by SLOCOG at the October 7th Board meeting.

- Increase in **PROJECTED** Rural Transit Funds (RTF) \$82,800. Although SLOCOG has not completed a call for projects for additional RTF as a result of the 5311 CARES exchange (or awarded), based on funding provided to other agencies, SLOCAT anticipates being awarded this amount at a minimum.

Although not included in this budget amendment, due to the Beach Trolley not operating in the summer of 2020 due to the pandemic, cost savings are anticipated of just over \$30,000 for FY20-21.

Changes in Operating Revenue FY21-22:

- Decrease in State Transit Assistance (STA) Including SB1 of \$82,800 (from \$165,600 to \$82, due to the reduction in STA funds allocated by SLOCOG at the October 7th Board meeting for FY20-21, assuming that reduction will continue in FY21-22.
- Increase in TDA required of \$82,800 (from \$505,240 to \$588,040) due to the decrease in STA funding.

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

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

Staff Recommendation for Executive Committee:

Recommend staff provide Budget Amendment #2 to the Board for approval at the December 2nd Board meeting.

Staff Recommendation for the Board:

Adopt Budget Amendment #2 as presented.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
PROPOSED AMENDMENT #2 OPERATING REVENUE BUDGET FOR 2020/2021**

FUNDING SOURCES:				
GENERAL RESERVES				
1.	ESTIMATED FUND BALANCE	2020/2021 AMENDMENT #2 OPERATING BUDGET	2020/2021 AMENDED OPERATING BUDGET	2021/2022 REVISION #2 OPERATING BUDGET
		5,351,291	5,351,291	3,777,820
		5,351,291	5,351,291	3,777,820
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR			
	CASH FLOW REQUIREMENTS PER TDA	1,827,820	1,827,820	1,839,220
	PERS BUYOUT	-	-	-
	DEBT SERVICE RESERVE FOR BUS MAINTENANCE FACILITY	-	207,660	-
	OFFSET RESERVE TO CARRYOVER TO FY21-22	1,950,000	1,000,000	207,660
		3,777,820	3,035,480	-
	TOTAL			2,046,880
3.	FUND BALANCE AVAILABLE	1,573,471	2,315,811	1,938,600
				988,600
NON TDA SOURCES				
	FARES	875,940	875,940	1,228,770
	SCT MANAGEMENT CONTRACT	126,660	126,660	136,080
	COUNTY MANAGEMENT CONTRACT	91,580	91,580	98,390
	NORTH COUNTY MANAGEMENT CONTRACT	44,440	44,440	47,740
	INTEREST	38,670	38,670	38,670
	STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	-	-	400,000
	RURAL TRANSIT FUND (Administration)	30,000	30,000	30,000
	RURAL TRANSIT FUND (Operating Funds)	-	-	250,000
	FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	474,910	474,910	633,210
	FTA (Section 5307) - San Luis Obispo CARES	1,132,120	1,132,120	-
	FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating	564,630	564,630	564,630
	FTA (Section 5311) - Operating CARES	591,790	591,790	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	722,480	722,480	963,310
	FTA (Section 5307-N. County) - Operating CARES	1,403,640	1,403,640	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	404,580	404,580	424,810
	FTA (Section 5307-SM) - Operating CARES	847,630	-	-
	FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	439,530	439,530	586,040
	FTA (Section 5307) - S. County Operating CARES	1,517,640	1,517,640	-
	CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	82,810	82,810	87,780
	CUESTA CONTRIBUTION NORTH COUNTY	-	-	-
	SPECIAL EVENTS REVENUE/OTHER	-	-	-
4.		9,389,050	8,541,420	5,489,430
5.	TOTAL FUND BALANCE & NON TDA FUNDING	10,962,521	10,857,231	6,278,030
	SUB TOTAL			

FUNDING SOURCES:

TDA REQUIRED

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

Population
Based

18%
49%

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

6.

7. TOTAL FUNDING SOURCES

8. FUNDING USES:

ADMINISTRATION
PERS BUYOUT
MANAGEMENT CONTRACTS
SERVICE DELIVERY
DEBT SERVICE RESERVE
CONTINGENCY

9.

9. TOTAL FUNDING USES

2020/2021 AMENDMENT #2 OPERATING BUDGET	2020/2021 AMENDED OPERATING BUDGET	2021/2022 REVISION #2 OPERATING BUDGET	2021/2022 REVISED OPERATING BUDGET
202,671	208,230	215,698	269,493
344,720	354,175	366,877	458,376
153,432	157,640	163,294	204,019
118,353	121,600	125,961	157,375
354,233	363,948	377,001	471,024
93,411	95,973	99,415	124,208
690,993	709,945	735,406	918,815
1,881,036	1,932,628	2,001,939	2,501,220
3,838,849	3,944,139	4,085,590	5,104,530
(1,156,420)	(1,156,420)	(564,630)	(564,630)
2,682,429	2,787,719	3,520,960	4,539,900
13,644,950	13,644,950	10,948,990	10,817,930
1,773,910	1,773,910	1,751,450	1,902,620
3,373,900	3,373,900	-	-
126,660	126,660	136,080	136,080
8,270,040	8,270,040	8,673,430	8,673,430
203,960	-	282,230	-
100,440	100,440	105,800	105,800
13,644,950	13,644,950	10,948,990	10,817,930

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY PROPOSED AMENDMENT #2 CAPITAL REVENUE BUDGET FOR 2020/2021

FUNDING SOURCES:

BEGINNING CAPITAL PROJECTS RESERVE

1. ESTIMATED FUND BALANCE

2. LESS REQUIRED RESERVES FOR FISCAL YEAR

CAPITAL PROJECTS RESERVE

TOTAL

3. FUND BALANCE AVAILABLE

NON TDA SOURCES

STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION

LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)

PROPOSITION 1B FUNDING - SAFETY & SECURITY

STA SB1 STATE OF GOOD REPAIR

PROPOSITION 1B FUNDING - BUS REPLACEMENT & BUS MAINTENANCE FACILITY

APCD AB 617 FOR GARAGE PROJECT

RURAL TRANSIT FUND (Capital)

FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo

FEDERAL TRANSIT ADM (FTA) (Section 5309) - State of Good Repair

FEDERAL TRANSIT ADM (FTA) (Section 5339) - Bus and Bus Facilities

FEDERAL TRANSIT ADM (FTA) (Section 5307-North County)

FEDERAL TRANSIT ADM (FTA) (Section 5307-Santa Maria) - CARES

FEDERAL TRANSIT ADM (FTA) (Section 5307-South County)

SUB TOTAL

4. TOTAL FUND BALANCE & NON TDA FUNDING

6. FINANCING FOR BUS MAINTENANCE FACILITY

7. TOTAL FUNDING SOURCES

FUNDING USES:

CAPITAL

LOAN PAYDOWN

9. TOTAL FUNDING USES

	2020/2021 AMENDMENT #2 - CAPITAL BUDGET	2020/2021 AMENDED CAPITAL BUDGET	2020/2021 ORIGINAL CAPITAL BUDGET	2021/2022 REVISED CAPITAL BUDGET	2021/2022 REVISED CAPITAL BUDGET
	171,870	171,870	171,870	667,520	725,980
	171,870	171,870	171,870	667,520	725,980
	667,520	725,980	470,460	483,820	483,820
	667,520	725,980	470,460	483,820	483,820
	(495,650)	(554,110)	(298,590)	183,700	242,160
	714,750	1,194,310	469,410	314,750	994,310
	-	-	-	-	-
	-	-	-	-	-
	1,033,230	1,033,230	1,033,230	140,810	400,000
	721,980	721,980	-	-	-
	250,000	250,000	-	-	-
	421,820	421,820	263,520	85,430	85,430
	-	-	-	-	-
	6,285,000	6,285,000	6,285,000	-	-
	534,980	534,980	294,150	117,590	117,590
	453,060	-	-	-	-
	410,030	410,030	263,520	85,430	85,430
	10,824,850	10,851,350	8,608,830	744,010	1,682,760
	10,329,200	10,297,240	8,310,240	927,710	1,924,920
	6,753,000	3,076,260	6,735,760	7,347,000	10,961,010
	17,082,200	13,373,500	15,046,000	8,274,710	12,885,930
	17,082,200	13,373,500	15,046,000	8,274,710	12,885,930
	17,082,200	13,373,500	15,046,000	8,274,710	12,885,930

Administration and Service Delivery Totals

Administration:

Labor	Hours	69,370	69,370	69,660	69,660
	Miles	1,556,940	1,556,940	1,570,560	1,570,560
Labor - Administration Workers Comp	operations cost	1,042,550	1,042,550	1,120,070	1,120,070
Office Space Rental	operations cost	47,000	47,000	50,490	50,490
Property Insurance	operations cost	493,320	493,320	359,110	510,280
Professional Technical Services	operations cost	28,040	28,040	33,160	33,160
Professional Development	operations cost	117,400	117,400	129,790	129,790
Operating Expense	operations cost	60,070	60,070	70,540	70,540
Marketing and Reproduction	operations cost	297,900	297,900	308,400	308,400
North County Management Contract	hourly	87,160	87,160	107,740	107,740
County Management Contract	operations cost	(44,440)	(44,440)	(47,740)	(47,740)
SCT Management Contract	operations cost	(91,580)	(91,580)	(98,390)	(98,390)
	operations cost	(126,660)	(126,660)	(136,080)	(136,080)
Total Administration		1,910,760	1,910,760	1,897,090	2,048,260

Service Delivery:

Labor - Operations	hourly	5,477,760	5,477,760	5,819,150	5,819,150
Labor - Operations Workers Comp	hourly	319,920	319,920	339,860	339,860
Labor - Maintenance	hourly	1,235,670	1,235,670	1,312,390	1,312,390
Labor - Maintenance Workers Comp	hourly	93,080	93,080	98,860	98,860
Fuel	miles	968,920	968,920	968,920	968,920
Insurance (Liability, Physical Damage, Employment Practices miles	miles	702,500	702,500	736,450	736,450
Special Transportation (for SLOCAT)	n/a	48,340	48,340	51,350	51,350
Avila Trolley	n/a	68,460	68,460	72,730	72,730
Maintenance (parts, supplies, materials)	miles	633,320	633,320	613,550	613,550
Maintenance Contract Costs	miles	128,580	128,580	137,520	137,520
Total Operations		9,676,550	9,676,550	10,150,780	10,150,780

Contingency

	hourly	139,050	139,050	146,390	146,390
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Debt Service Reserve

	operations cost	203,960	-	282,230	-
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Management Contracts

		262,680	262,680	282,210	282,210
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TOTAL FUNDING USES

		12,193,000	11,989,040	12,758,700	12,627,640
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B-1-10

**CITY OF PASO ROBLES
PROPOSED AMENDMENT #2 OPERATING REVENUE BUDGET FOR 2020/2021**

FUNDING SOURCES:

GENERAL RESERVES

1. ESTIMATED FUND BALANCE

2. LESS REQUIRED RESERVES FOR FISCAL YEAR

CASH FLOW REQUIREMENTS PER TDA

PERS BUYOUT

DEBT SERVICE RESERVE FOR BUS MAINTENANCE FACILITY

OFFSET RESERVE TO CARRYOVER TO FY21-22

TOTAL

3. FUND BALANCE AVAILABLE

NON TDA SOURCES

FARES

SCT MANAGEMENT CONTRACT

COUNTY MANAGEMENT CONTRACT

NORTH COUNTY MANAGEMENT CONTRACT

INTEREST

STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1

RURAL TRANSIT FUND (Administration)

RURAL TRANSIT FUND (Operating Funds)

FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo

FTA (Section 5307) - San Luis Obispo CARES

FTA (Section 5311) - Operating

FTA (Section 5311) - Operating CARES

FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating

FTA (Section 5307-N. County) - Operating CARES

FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating

FTA (Section 5307-SM) - Operating CARES

FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating

FTA (Section 5307) - S. County Operating CARES

CUESTA CONTRIBUTION FOR ROUTE 12 AND 14

CUESTA CONTRIBUTION NORTH COUNTY

SPECIAL EVENTS REVENUE/OTHER

4.

TOTAL FUND BALANCE & NON TDA FUNDING

5.

SUB TOTAL

	2020/2021 AMENDMENT #2 N. COUNTY BUDGET	2020/2021 AMENDED N. COUNTY BUDGET	2021/2022 REVISION #2 N. COUNTY BUDGET	2021/2022 REVISED N. COUNTY BUDGET
GENERAL RESERVES	589,310	589,310	513,780	581,180
1. ESTIMATED FUND BALANCE	589,310	589,310	513,780	581,180
2. LESS REQUIRED RESERVES FOR FISCAL YEAR				
CASH FLOW REQUIREMENTS PER TDA	513,780	581,180	192,780	192,780
PERS BUYOUT	-	-	-	-
DEBT SERVICE RESERVE FOR BUS MAINTENANCE FACILITY	-	-	-	-
OFFSET RESERVE TO CARRYOVER TO FY21-22	-	-	-	-
TOTAL	513,780	581,180	192,780	192,780
3. FUND BALANCE AVAILABLE	75,530	8,130	321,000	388,400
NON TDA SOURCES				
FARES	97,810	97,810	106,170	106,170
SCT MANAGEMENT CONTRACT	-	-	-	-
COUNTY MANAGEMENT CONTRACT	-	-	-	-
NORTH COUNTY MANAGEMENT CONTRACT	-	-	-	-
INTEREST	-	-	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	67,400	134,800	67,400	134,800
RURAL TRANSIT FUND (Administration)	-	-	-	-
RURAL TRANSIT FUND (Operating Funds)	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	-	-	-	-
FTA (Section 5307) - San Luis Obispo CARES	-	-	-	-
FTA (Section 5311) - Operating	-	-	-	-
FTA (Section 5311) - Operating CARES	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	-	-	-	-
FTA (Section 5307-N. County) - Operating CARES	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	779,800	779,800	275,120	275,120
FTA (Section 5307-SM) - Operating CARES	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	-	-	-	-
FTA (Section 5307) - S. County Operating CARES	-	-	-	-
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	-	-	-	-
CUESTA CONTRIBUTION NORTH COUNTY	40,580	40,580	40,580	40,580
SPECIAL EVENTS REVENUE/OTHER	-	-	-	-
4. TOTAL FUND BALANCE & NON TDA FUNDING	985,590	1,052,990	489,270	556,670
5.	1,061,120	1,061,120	810,270	945,070
SUB TOTAL				

TDA REQUIRED

	Population Based
CITY OF ARROYO GRANDE	18%
CITY OF ATASCADERO	49%
CITY OF GROVER BEACH	
CITY OF MORRO BAY	
CITY OF PASO ROBLES	
CITY OF PISMO BEACH	
CITY OF SAN LUIS OBISPO	
COUNTY OF SAN LUIS OBISPO	

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

7. TOTAL FUNDING SOURCES

8. FUNDING USES:

ADMINISTRATION
PERS BUYOUT
MANAGEMENT CONTRACTS
SERVICE DELIVERY
DEBT SERVICE RESERVE
CONTINGENCY

9. TOTAL FUNDING USES

[illegible]

**SAN LUIS OBISPO COUNTY AREA TRANSIT
PROPOSED AMENDMENT #1 OPERATING REVENUE BUDGET FOR 2020/2021**

FUNDING SOURCES:		2020/2021 AMENDMENT #1 SLOCAT BUDGET	2020/2021 ADOPTED SLOCAT BUDGET	2021/2022 REVISED SLOCAT BUDGET	2021/2022 PROJECTED SLOCAT BUDGET
GENERAL RESERVES		111,070	111,070	125,500	125,500
1.	ESTIMATED FUND BALANCE	111,070	111,070	125,500	125,500
2. LESS REQUIRED RESERVES FOR FISCAL YEAR					
CASH FLOW REQUIREMENTS PER TDA		125,500	125,500	132,500	132,500
PERS BUYOUT		-	-	-	-
DEBT SERVICE RESERVE FOR BUS MAINTENANCE FACILITY		-	-	-	-
OFFSET RESERVE TO CARRYOVER TO FY21-22		-	-	-	-
TOTAL		125,500	125,500	132,500	132,500
3. FUND BALANCE AVAILABLE		(14,430)	(14,430)	(7,000)	(7,000)
NON TDA SOURCES					
FARES		28,900	28,900	29,480	29,480
SCT MANAGEMENT CONTRACT		-	-	-	-
COUNTY MANAGEMENT CONTRACT		-	-	-	-
NORTH COUNTY MANAGEMENT CONTRACT		-	-	-	-
INTEREST		-	-	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1		82,800	165,600	82,800	165,600
RURAL TRANSIT FUND (Administration)		-	-	-	-
RURAL TRANSIT FUND (Operating Funds)		82,800	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo		-	-	-	-
FTA (Section 5307) - San Luis Obispo CARES		-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating		-	-	-	-
FTA (Section 5311) - Operating CARES		-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating		-	-	-	-
FTA (Section 5307-N. County) - Operating CARES		-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating		-	-	-	-
FTA (Section 5307-SM) - Operating CARES		-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating		-	-	-	-
FTA (Section 5307) - S. County Operating CARES		-	-	-	-
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14		-	-	-	-
CUESTA CONTRIBUTION NORTH COUNTY		-	-	-	-
SPECIAL EVENTS REVENUE/OTHER		-	-	-	-
SUB TOTAL		194,500	194,500	112,280	195,080
4. TOTAL FUND BALANCE & NON TDA FUNDING		180,070	180,070	105,280	188,080
5.					

FUNDING SOURCES:

TDA REQUIRED

CITY OF ARROYO GRANDE	
CITY OF ATASCADERO	
CITY OF GROVER BEACH	
CITY OF MORRO BAY	
CITY OF PASO ROBLES	
CITY OF PISMO BEACH	
CITY OF SAN LUIS OBISPO	
COUNTY OF SAN LUIS OBISPO	
	Population Based
	18%
	49%

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

6.	NET TDA REQUIREMENTS	
7.	TOTAL FUNDING SOURCES	
8.	FUNDING USES:	
	ADMINISTRATION	
	PERS BUYOUT	
	MANAGEMENT CONTRACTS	
	SERVICE DELIVERY	
	DEBT SERVICE RESERVE	
	CONTINGENCY	
9.	TOTAL FUNDING USES	

2020/2021 AMENDMENT #1 SLOCAT BUDGET	2020/2021 ADOPTED SLOCAT BUDGET	2021/2022 REVISED SLOCAT BUDGET	2021/2022 PROJECTED SLOCAT BUDGET
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
476,800	476,800	588,040	505,240
476,800	476,800	588,040	505,240
656,870	656,870	693,320	693,320
7,870	7,870	7,500	7,500
-	-	-	-
91,580	91,580	98,390	98,390
530,880	530,880	559,490	559,490
-	-	-	-
26,540	26,540	27,940	27,940
656,870	656,870	693,320	693,320

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
EXECUTIVE COMMITTEE
NOVEMBER 4, 2020
STAFF REPORT**

AGENDA ITEM: B-2

TOPIC: SoCo Transit Consolidation into the RTA

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Ratify the Amended and Restated RTA JPA

BACKGROUND/DISCUSSION:

As discussed at previous RTA Board of Directors meetings and as recommended in SoCo Transit's most recent TDA Triennial Performance Audit, there is a net benefit to the region of consolidating SoCo Transit into the RTA. The item before the RTA Board today finalizes the action needed by local elected officials to complete the consolidation process.

During initial staff presentations to each of the RTA jurisdictions in 2018, it was clear that there was conceptual support for the notion of consolidating SoCo Transit into the RTA. Early on, the SoCo Transit jurisdictions expressed a desire for continued local control over the local fixed-route services operated within the Five Cities Area under consolidation. To that end, local fixed-route service levels (days, hours, routes, etc.), marketing efforts, and operating/capital budgets for South County local fixed-routes would be solely controlled through a new standing RTA committee deemed the *South County Transit Committee* (SCTC) that is included in the attached amended and restated Joint Powers Agreement (JPA) for the RTA. The SCTC would be comprised of the RTA Board members from the cities of Arroyo Grande, Grover Beach, and Pismo Beach, as well as one member from the Board of Supervisors. The SCTC would meet at least annually to address public transit issues of interest to the SCTC members and to consider the following year's budget for local public transit services in the Five Cities Area. Funding of the services authorized by the SCTC would be borne exclusively by the cities of Arroyo Grande, Grover Beach and Pismo Beach, as well as the County on behalf of the communities of Oceano and Avila Beach.

The attached amended and restated JPA includes policy statements that ensure local control of service levels and financial commitments for services by the four jurisdictions in the South County area, while also protecting the RTA jurisdictions from adverse financial impacts for its core RTA services. The RTA Board originally ratified the amended and restated JPA at its July 11, 2018 meeting, and it was originally planned for implementation on January 1, 2019. However, due to a dispute with CalPERS, the RTA Board subsequently suspended further action regarding consolidation in August

2018. Now that the CalPERS dispute has been resolved, staff has undertaken steps necessary to implement consolidation effective 12:00 AM on January 1, 2021. At its October 21, 2020 meeting, the SoCo Transit Board of Directors supported the amended and restated RTA JPA, as well as termination of the South County Area Transit JPA. Two jurisdictions (Arroyo Grande and Morro Bay) have already taken action to move this process forward, and four of the five remaining jurisdictions have scheduled consideration in the coming weeks.

Consolidation of SoCo Transit local fixed-route services into the RTA has significant net financial benefits for the SoCo Transit jurisdictions. In addition, SLOCOG agreed to a concession at its April 4, 2018 meeting on farebox recovery ratio requirements under consolidation in the Arroyo Grande – Grover Beach Urbanized Area that will have long-term financial benefits for the RTA and its future SCTC member jurisdictions. The principal benefit to the SCTC member jurisdictions is that consolidation would avoid a roughly \$70,000 annual penalty for failing to achieve the new/higher State of California 20% farebox recovery ratio requirement that was triggered by the Federal designation of the area as “urban” in the 2010 Census (it was 10% prior to the urban designation). In summary, while some operating costs would increase under consolidation (principally as it relates to provision of healthcare benefits to six current part-time SoCo Transit employees who do not currently have health insurance), the on-going net benefit to the SCTC member jurisdictions is anticipated to be on the order of \$82,000 annually.

Staff has attached the final RTA amended and restated JPA on pages B-2-9 to B-2-18; all recommended revisions are shown in red/underline. The “clean” version of the amended and restated JPA is presented on pages B-2-19 through B-2-28. It should be noted that the October 21, 2020 resolution by the SoCo Transit Board to terminate the SoCo Transit JPA assigns all of SoCo Transit’s property and obligations to the RTA upon consolidation on January 1, 2021. Attachment A includes a list of current property and agreements that would be transferred to the RTA. Of particular interest is SoCo Transit’s Collective Bargaining Agreement (CBA) with Teamsters Local 986, which would be terminated upon consolidation. As detailed in RTA’s separate CBA with Teamsters Local 986, all existing SoCo Transit Bus Operators and Utility employees would become RTA employees upon consolidation.

Subsequent to the RTA Board action that will be considered in this staff report, the RTA Board is scheduled to consider a budget amendment as Agenda Item B-3 that recognizes the operating and capital costs of SoCo Transit services for the second half of FY20-21 – similar to the way that SLOCAT and North County services are portrayed in separate columns.

One City Manager has recently raised the issue of what “core services” means as denoted in the amended and restated RTA JPA, as well as how future changes to core service levels should be considered by the RTA Board. In particular, the City Manager expressed interest in protecting the RTA core services currently operated within the city, as well as a desire for a firm commitment that future actions by a majority of RTA Board members could not adversely impact those core services within the city without the

city's consent. It is staff's understanding that the Board considers core services as those denoted in the annual operating and capital budget: the intercity RTA fixed-routes (RTA Routes 9, 10, 12 and 15), as well as the countywide ADA complementary paratransit services known as RTA Runabout. The budget also depicts non-core services that are contracted to SLO County and to the City of Paso Robles, which are separately funded by those two jurisdictions and depicted as separate columns (SLOCAT and North County, respectively) in the RTA budget. Under consolidation, SCTC services would be depicted as a third non-core service in the form of a new column in the budget; see Agenda Item B-3 for details. If the Board desires that a more succinct definition of and a procedure for altering "core services" should be considered for a future JPA amendment or policy development, staff will work with the City Managers, County Administrator and RTA Counsel to develop documentation for consideration at a future RTA Board meeting.

Staff Recommendation

1. Approve the attached Resolution ratifying the San Luis Obispo Regional Transit Authority amended and restated Joint Powers Agreement.
2. Following approval of the amended and restated Joint Powers Agreement, direct staff to file necessary paperwork with the California Secretary of State.

Attachment A
List of South County Transit Property and Agreements

Property:

1. 2002 Dodge pickup #504, VIN 3B6KC26Z92M250794
2. 2003 Gillig bus #204, VIN 15GCB201731112331
3. 2010 Eldorado bus #1011, VIN 1N9MMACL2AC084310
4. 2010 Eldorado bus #1012, VIN 1N9MMACL4AC084311
5. 2013 Gillig bus #1308, VIN 15GGB271XD1182298
6. 2013 Gillig bus #1309, VIN 15GGB2711D1182299
7. 2013 Gillig bus #1310, VIN 15GGB2714D1182300
8. 2015 Gillig bus #1509, VIN 15GGB2710F1184855
9. 2014 Dodge minivan #516, VIN 2C7WDGBG4ER427019
10. 2014 Dodge minivan #517, VIN 2C7WDGBG0ER432170
11. Genfare fare vault safe
12. Office equipment (two desktop PCs, printer/copier, desks, radio equipment, etc.)
13. Bus stop passenger amenities (shelters, benches, trash receptacles, signs, etc.)

Agreements:

1. Collective Bargaining Agreement with Teamsters Local 986; January 1, 2018 – December 31, 2021 (*terminated upon consolidation*)
2. Property Lease Agreement between County of San Luis Obispo and SoCo Transit / the RTA for 800 Rodeo Drive in Arroyo Grande; July 1, 2019 – June 30, 2024
3. Various utilities and licenses (SoCal Gas, PG&E, City of Arroyo Grande, South County Sanitary, DMV, Spectrum Business Internet, etc.)
4. Various service agreements (copier, janitorial, etc.)

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 20-____**

**A RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
BOARD OF DIRECTORS RATIFYING THE AMENDED AND RESTATED JOINT
POWERS AGREEMENT FOR THE SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY**

WHEREAS, the San Luis Obispo Regional Transit Authority provides intercity fixed-route public transportation services and complementary Americans with Disabilities Act paratransit services in and adjacent to San Luis Obispo County, as authorized under a Joint Powers Agreement originally enacted in 1990 and subsequently amended in 1998 and 2013; and

WHEREAS, the San Luis Obispo Regional Transit Authority provides public transportation services under consolidation agreements with the County of San Luis Obispo and with the City of Paso Robles; and

WHEREAS, South County Transit provides fixed-route public transportation services in the cities of Arroyo Grande, Grover Beach and Pismo Beach, as well as the unincorporated area of Oceano, as authorized under a Joint Powers Agreement originally enacted in 1978 and subsequently amended in 2001 and 2016; and

WHEREAS, the San Luis Obispo Regional Transit Authority has provided professional administrative services, vehicle maintenance and operations oversight under contract to South County Transit since 1997; and

WHEREAS, both the San Luis Obispo Regional Transit Authority and South County Transit have extensively discussed the possibility of consolidating South County Transit into the San Luis Obispo Regional Transit Authority to realize cost efficiencies and to avoid farebox recovery ratio penalties in the South County Transit service area; and

WHEREAS, the amended and restated Joint Powers Agreement for the San Luis Obispo Regional Transit Authority includes provisions that allow local control of service levels and budgetary control for fixed-route services in the Arroyo Grande – Grover Beach Urbanized Area, which includes the cities of Arroyo Grande, Grover Beach and Pismo Beach, as well as the unincorporated communities of Avila Beach and Oceano; and

WHEREAS, the amended and restated Joint Powers Agreement for the San Luis Obispo Regional Transit Authority becomes effective at 12:00 AM on January 1, 2021 upon ratification by the County of San Luis Obispo Board of Supervisors and by each of the seven City Councils in the county.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the San Luis Obispo Regional Transit Authority Board of Directors supports consolidation of South County Transit into the San Luis Obispo Regional Transit Authority.

BE IT FURTHER RESOLVED, that the San Luis Obispo Regional Transit Authority ratifies the amended and restated Joint Powers Agreement effective 12:00 AM on January 1, 2021 upon full ratification by its member agencies.

BE IT FURTHER RESOLVED, that the San Luis Obispo Regional Transit Authority accepts all South County Transit property and obligations upon termination of the South County Area Transit Joint Powers Agreement.

BE IT FURTHER RESOLVED, that the President of the Board is directed to sign this resolution to ratify the amended and restated Joint Powers Agreement for the San Luis Obispo Regional Transit Authority.

////////// NOTHING FURTHER EXCEPT SIGNATURES PAST THIS POINT //////////

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 2nd day of December 2020.

Fred Strong, President
San Luis Obispo Regional Transit Authority

ATTEST:

Geoff Straw, Executive Directors
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: _____
Nina Negranti, Counsel
RTA Counsel

Date: _____

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
AMENDED AND RESTATED JOINT POWERS AGREEMENT

WITNESSETH:

This Agreement is made and entered into this 9th day of March, 1990, and amended on 2nd day of September, 1998, and further amended on the 24th day of June, 2013, by and among the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach and San Luis Obispo, all being municipal corporations in the County of San Luis Obispo, California (hereinafter called "Cities") and the County of San Luis Obispo, a body politic and corporate, and a subdivision of the State of California, (hereinafter called "County").

WHEREAS, Section 6500 et seq. of the California Government Code (Title 1, Div. 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

WHEREAS, the Cities and County have previously entered into a joint powers agreement for the formation of the San Luis Obispo Council of Governments for the purpose of providing, among other things, for a regional transportation agency; and

WHEREAS, the San Luis Obispo Council of Governments, at a regularly held meeting on May 10, 1989, voted to consolidate the administration of several transportation systems through a regional transit joint powers agreement.

WHEREAS, the cities of Arroyo Grande, Grover Beach and Pismo Beach, and the County of San Luis Obispo, were formerly members of the South County Area Transit Joint Powers Agency which began operating a public transit system within those jurisdictions in January, 1978, and which ceased to exist and transferred its assets to the San Luis Obispo Regional Transit Authority in return for amendments made to this Agreement effective January 1, 2021.

NOW THEREFORE, it is agreed as follows:

ARTICLE I
General Provisions

Section 1. Purpose: The purpose of this Agreement is to exercise the common powers of the member agencies for the formation of a Joint Powers Agreement with full power and authority to own, operate and administer a county-wide public transportation system within the boundaries and over the territory over which the Joint Powers Agency has jurisdiction.

Section 2. Name: The official name of the entity shall be San Luis Obispo Regional Transit Authority and hereafter referred to as the RTA.

ARTICLE II Organization

Section 1. Board Members: The membership of the RTA Governing Board shall be the same as the membership of the San Luis Obispo Council of Governments (hereinafter referred to as SLOCOG).

Section 2. Board Meetings - Voting - Quorum: Regular meetings shall be generally held in the first week of July, September, November, January, March and May or as specified in a biannually adopted meeting calendar. Special meetings may be called by the President or upon written request of at least three (3) members of the RTA Board.

Voting and quorum provisions shall be the same as those provided in the SLOCOG Joint Powers Agreement, however, any vote regarding local fixed-route services or other public transportation services operated solely within the Arroyo Grande – Grover Beach Urbanized Area, including the budgeting and funding of such services, shall require at least three affirmative votes from Board members who also sit on the South County Transit Committee.

Section 3. Officers: The officers of SLOCOG shall serve as officers of RTA.

Section 4. Executive Director: The RTA Board shall designate an Executive Director to operate the RTA. The Executive Director shall serve at the pleasure of the RTA Board, with delegated powers to certify documents of the RTA Board as required by the law and to assume such duties and responsibilities as the Board may direct.

Section 5. Members:

1. The County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership.
2. Member city agencies may elect to have an alternate member(s) from their city council in addition to any official member, but said alternate(s) shall be able to vote only in the absence of the official representative.
3. Membership shall be contingent upon the execution of this Joint Powers Agreement.

Section 6. Boundaries and Service Levels: The service area boundaries shall be all of the area within the boundaries of San Luis Obispo County as designated by the RTA Board. Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the Unmet Transit Needs Hearing (PUC Section 99401.5) may be instituted, but shall require unanimous approval of affected

jurisdictions, with costs for the extra service to be distributed on the basis of formula developed by the RTA Board members representing the affected jurisdictions.

Section 7. Committees:

1. Committees and subcommittees may be established as RTA may deem appropriate.
2. Membership on “ad-Hoc” policy committees shall be at the discretion of the President. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.
3. Standing committees shall include the:
 - a. Regional Transit Advisory Committee (RTAC) serving as a Regional Transit Productivity Committee to advise the Board on the efficiency and effectiveness of the transit system.
 - b. ~~An~~ Executive Committee comprised of the President, Vice President and the past President and at least one representatives from the county of San Luis Obispo (if none of the above) shall advise the Executive Director and RTA on: draft agendas, personnel issues, budget and Overall Work Program; controversial, sensitive and major policy issues; and shall facilitate the annual performance evaluation of the Executive Director. Items for review shall be selected by the Executive Director in consultation with the President. All Committee members may include agenda items as they desire. For purposes of conducting business, two members shall constitute a quorum.
 - c. South County Transit Committee (SCTC) comprised of RTA Board members representing the four jurisdictions included in the Arroyo Grande – Grover Beach Urbanized Area as defined in the 2010 Decennial Census (hereinafter referred to as the AG-GB UZA). The SCTC member jurisdictions include the cities of Arroyo Grande, Grover Beach and Pismo Beach, and the County of San Luis Obispo, representing the Oceano Area and the Avila Beach Area. The SCTC’s roles and responsibilities include:
 - i. The SCTC shall effectively control local fixed-route services and any other public transportation services operated solely within the AG-GB UZA by virtue of the voting requirements for matters provided above in Section 2 of this Article II.

- ii. At a minimum, the SCTC shall meet annually to consider annual service levels, fare levels, major marketing campaigns, capital improvement plans, and to ratify financial commitments for each jurisdiction participating in public transportation services operated solely within the AG-GB UZA. At the request of two or more SCTC members, properly noticed special SCTC meetings may also be conducted.
- iii. For purposes of conducting business, three of the four SCTC members shall constitute a quorum.
- iv. The SCTC shall submit an annual operating budget and multi-year capital improvement plan for fixed-route and other public transportation services operated solely within the AG-GB UZA to the full RTA Board prior to May 1 for consideration as part of the RTA Overall Annual Budget.
- v. Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the annual Unmet Transit Needs Hearing (PUC Section 99401.5) may be instituted in the SCTC service area, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of a formula developed by the SCTC members representing the affected jurisdictions.
- vi. Each SCTC member agency shall make an annual Transportation Development Act contribution based upon the percentage of total SCTC-served population related to the area served within that member agency. All population percentages utilized shall be those annually adopted by the San Luis Obispo Council of Governments for allocating Transportation Development Act Funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for Cities and by the County Planning and Building Department for unincorporated communities.
- vii. Any member of the SCTC may withdraw from the SCTC after providing written notice to the RTA Board President one year in advance of the requested withdrawal date. A withdrawing member's financial obligation under this subsection is limited to the withdrawing member's pro-

rata share of the currently adopted SCTC operating budget within the service area of the obligated commitments affecting the withdrawing member and any San Luis Obispo Council of Governments finding as to Unmet Transit Needs that are Reasonable to Meet pursuant to Public Utilities Code Section 99401.5. However, the obligations of a withdrawing member under this subsection are limited to the special transportation funds to which the withdrawing member would be entitled, such as Transportation Development Act funds, and this section shall not impose any obligation on the general funds of the withdrawing member.

4. No committee shall commit the RTA on any matter or questions of policy. Such matters or questions can only be decided by the RTA.
5. All committees shall receive clerical assistance from RTA staff and, by agreement, SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the Executive Director may direct. The chair of each committee shall sign the original copy of the minutes indicating verification of contents upon committee ~~adoption~~ approval. Copies of minutes of all meetings shall be sent to members of the RTA and the Executive Director.

ARTICLE III Financial Provisions

Section 1. Budget: The Executive Director shall prepare an Overall Annual Budget ~~annual budget~~ for RTA Board adoption prior to commencement of each fiscal year. The Overall Annual Budget shall include financial details on core RTA services, as well as financial details for those various public transportation services provided under agreement to other agencies. Core RTA services include intercity fixed-routes along the US-101 and SR-1 corridors, and regional Americans with Disabilities Act complementary paratransit services. The approval of the Overall Annual Budget shall be in accordance with those procedures prescribed by the Joint Powers Agreement of SLOCOG.

The annual operating and capital budgets for non-core services provided under agreement to another agency requires ratification by its governing body prior to consideration of the Overall Annual Budget by the RTA Board.

Accounting practices to be applied will conform to those used by San Luis Obispo County, consistent with Transportation Development Act rules and regulations.

A Consolidated Fund balance and cash balance for RTA core services will carry forward from one year to the next. Separate Consolidated Fund balances and cash

balances will be maintained for public transportation services provided by RTA under agreement to other agencies, including those public transportation services provided under the direction of the SCTC.

The Overall Annual Budget ~~annual budget~~ may additionally carry funds for future fiscal years where necessary to develop a multi-year Capital Improvement Program and to reflect obligations under state or federal funding agreements, to the extent allowable by California law.

No member Agency shall be required to expend any of its general fund monies to support the operations of the RTA. The operation of the transit system shall be funded from revenues derived from operations, member Transportation Development Act fund contributions, grants, and any other appropriate revenue sources. Each member agency shall make an annual contribution to the RTA in accordance with the adopted budget.

Any formula may be amended upon approval of all jurisdictions affected by that formula and ratified by the RTA.

All population percentages utilized shall be those annually adopted by SLOCOG for allocating Transportation Development Act Funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for cities and by the County Planning and Building Department for unincorporated communities.

Section 2. Expenditures: The RTA may establish procedures and policies to insure competitive prices for the purchases of goods and services. Formal bidding shall not be required unless directed specifically by the RTA or unless required by state or federal law. Particularly in the purchase of equipment, including buses, the RTA may consider the design, maintenance and operating costs, and other similar factors in determining the most suitable equipment and need not purchase equipment having the lowest initial cost.

Section 3. Treasurer and Auditor: Pursuant to Government Code Section 6505.5, the Treasurer of the County of San Luis Obispo is hereby designated as Treasurer of the RTA. The Treasurer shall have the powers and duties set forth in Government Code Section 6505.5. The Auditor/Controller of the County of San Luis Obispo is designated as the Auditor of the RTA pursuant to Government Code Section 6505.5.

Section 4. Annual Audit: The RTA shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505 and Public Utilities Code Section 99245. This audit shall include RTA core services, as well as those service provided under agreement for other agencies.

Section 5. Annual Report: The Executive Director shall prepare and submit an annual report of the operations to the RTA Board, SLOCOG and State Controller ~~within~~

~~90 days of the~~ by January 31 following each fiscal year pursuant to Public Utilities Code, Section 99243.

Section 6. Periodic Reporting: The RTA Board may require periodic reporting of ridership, finances, or other information. This periodic reporting shall include RTA core services, as well as those service provided under agreement to other agencies. It shall be the responsibility of the Executive Director to provide such reports in a form acceptable to the RTA Board.

ARTICLE IV Authority

Section 1. Powers: The RTA shall have all Powers necessary to carry out the purpose of this Agreement, except the power to tax. Its power to expend funds shall be limited only by the availability of funds as set forth in ARTICLE III: Finances, Section 1. The Powers of the RTA specifically include, but are not limited to, the following:

1. To solicit bids and negotiate contracts from private enterprise for services and/or operation.
2. To sue or be sued.
3. To employ agents, employees and contract for professional services.
4. To make and enter contracts, including labor, purchase agreement and employment contracts.
5. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
6. To acquire and convey real and personal property.
7. To incur debts, liabilities and obligations, as well as obligations of financial assistance from State and Federal agencies, and to obligate RTA to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.
8. To purchase insurance.
9. To develop policies and procedures necessary to remain in compliance with Federal Transit Administration Section 5307 Urbanized Area Formula Program and other federal grant program funding requirements.

Section 2. RTA is a Public Legal Entity: ~~The~~ RTA is a public entity duly formed and existing under the laws of the State of California. It is a separate and distinct legal entity from its member agencies. The debts, duties and obligations created pursuant to this Agreement, shall be solely the obligations of ~~the~~ RTA and not those of its officers, employees, members of the Board of Directors or the member agencies.

ARTICLE V Miscellaneous Provisions

Section 1. Withdrawal of Member: A withdrawing member's financial obligation under this Section is limited to the withdrawing member's pro-rata share of the currently adopted operating budget based upon ARTICLE III, Section 1 within the service area of the obligated commitments affecting the withdrawing member and any SLOCOG's finding as to unmet transit needs that are reasonable to meet pursuant to Public Utilities Code Section 99401.5.

Section 2. Amendment of Agreement: No amendment to this Agreement shall be made without the consent of all member agencies at the time of the amendment.

Section 3. Ratification - Effective Date: This Agreement shall be deemed effective as to those parties executing this ~~agreement~~ Agreement upon their execution of the ~~agreement~~ Agreement.

Section 4. Assignability: In the event it is deemed in the best public interest to have ~~the~~ RTA operated by another individual or entity, whether public or private, and provided that the assignment complies with State and Federal laws, the ~~agency~~ RTA, on affirmative vote of the majority in accordance with Section 2 of ARTICLE II, may sell, lease or assign all of its real and personal property and cease operations upon such terms and conditions as ~~the~~ RTA determines to be reasonable.

Section 5. Termination: This Agreement shall continue in full force and effect until rescinded by a majority of the member agencies.

Section 6. Notification to Secretary of State: Pursuant to Government Code Section 6503.5, ~~the~~ RTA shall cause a notice of the execution of this Agreement to be prepared and filed with the Office of the Secretary of the State of California, within thirty (30) days after the effective date of any amendment to this Agreement. Until such filings are completed, ~~the~~ RTA shall not incur indebtedness of any kind.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

City of Arroyo Grande

By: _____

Clerk

Date:_____

Resolution No._____

City of Atascadero

By: _____

Clerk

Date:_____

Resolution No._____

City of Grover Beach

By: _____

Clerk

Date:_____

Resolution No._____

City of Morro Bay

By: _____

Clerk

Date:_____

Resolution No._____

City of Paso Robles

By: _____

Clerk

Date:_____

Resolution No._____

City of Pismo Beach

By: _____

Clerk

Date:_____

Resolution No._____

City of San Luis Obispo

By: _____

Clerk

Date:_____

Resolution No._____

County of San Luis Obispo

By: _____

Date: _____

Clerk

Resolution No. _____

Approved as to form and legal effect:

RITA L. NEAL

County Counsel

By: _____
Assistant County Counsel

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
AMENDED AND RESTATED JOINT POWERS AGREEMENT

WITNESSETH:

This Agreement is made and entered into this 9th day of March, 1990, and amended on 2nd day of September, 1998, and further amended on the 24th day of June, 2013, by and among the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach and San Luis Obispo, all being municipal corporations in the County of San Luis Obispo, California (hereinafter called "Cities") and the County of San Luis Obispo, a body politic and corporate, and a subdivision of the State of California, (hereinafter called "County").

WHEREAS, Section 6500 et seq. of the California Government Code (Title 1, Div. 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

WHEREAS, the Cities and County have previously entered into a joint powers agreement for the formation of the San Luis Obispo Council of Governments for the purpose of providing, among other things, for a regional transportation agency; and

WHEREAS, the San Luis Obispo Council of Governments, at a regularly held meeting on May 10, 1989, voted to consolidate the administration of several transportation systems through a regional transit joint powers agreement.

WHEREAS, the cities of Arroyo Grande, Grover Beach and Pismo Beach, and the County of San Luis Obispo, were formerly members of the South County Area Transit Joint Powers Agency which began operating a public transit system within those jurisdictions in January, 1978, and which ceased to exist and transferred its assets to the San Luis Obispo Regional Transit Authority in return for amendments made to this Agreement effective January 1, 2021.

NOW THEREFORE, it is agreed as follows:

ARTICLE I
General Provisions

Section 1. Purpose: The purpose of this Agreement is to exercise the common powers of the member agencies for the formation of a Joint Powers Agreement with full power and authority to own, operate and administer a county-wide public transportation system within the boundaries and over the territory over which the Joint Powers Agency has jurisdiction.

Section 2. Name: The official name of the entity shall be San Luis Obispo Regional Transit Authority and hereafter referred to as the RTA.

ARTICLE II Organization

Section 1. Board Members: The membership of the RTA Governing Board shall be the same as the membership of the San Luis Obispo Council of Governments (hereinafter referred to as SLOCOG).

Section 2. Board Meetings - Voting - Quorum: Regular meetings shall be generally held in the first week of July, September, November, January, March and May or as specified in a biannually adopted meeting calendar. Special meetings may be called by the President or upon written request of at least three (3) members of the RTA Board.

Voting and quorum provisions shall be the same as those provided in the SLOCOG Joint Powers Agreement, however, any vote regarding local fixed-route services or other public transportation services operated solely within the Arroyo Grande – Grover Beach Urbanized Area, including the budgeting and funding of such services, shall require at least three affirmative votes from Board members who also sit on the South County Transit Committee.

Section 3. Officers: The officers of SLOCOG shall serve as officers of RTA.

Section 4. Executive Director: The RTA Board shall designate an Executive Director to operate the RTA. The Executive Director shall serve at the pleasure of the RTA Board, with delegated powers to certify documents of the RTA Board as required by the law and to assume such duties and responsibilities as the Board may direct.

Section 5. Members:

1. The County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership.
2. Member city agencies may elect to have an alternate member(s) from their city council in addition to any official member, but said alternate(s) shall be able to vote only in the absence of the official representative.
3. Membership shall be contingent upon the execution of this Joint Powers Agreement.

Section 6. Boundaries and Service Levels: The service area boundaries shall be all of the area within the boundaries of San Luis Obispo County as designated by the RTA Board. Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the Unmet Transit Needs Hearing (PUC Section 99401.5) may be instituted, but shall require unanimous approval of affected

jurisdictions, with costs for the extra service to be distributed on the basis of formula developed by the RTA Board members representing the affected jurisdictions.

Section 7. Committees:

1. Committees and subcommittees may be established as RTA may deem appropriate.
2. Membership on “ad-Hoc” policy committees shall be at the discretion of the President. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.
3. Standing committees shall include the:
 - a. Regional Transit Advisory Committee (RTAC) serving as a Regional Transit Productivity Committee to advise the Board on the efficiency and effectiveness of the transit system.
 - b. Executive Committee comprised of the President, Vice President and the past President and at least one representatives from the county of San Luis Obispo (if none of the above) shall advise the Executive Director and RTA on: draft agendas, personnel issues, budget and Overall Work Program; controversial, sensitive and major policy issues; and shall facilitate the annual performance evaluation of the Executive Director. Items for review shall be selected by the Executive Director in consultation with the President. All Committee members may include agenda items as they desire. For purposes of conducting business, two members shall constitute a quorum.
 - c. South County Transit Committee (SCTC) comprised of RTA Board members representing the four jurisdictions included in the Arroyo Grande – Grover Beach Urbanized Area as defined in the 2010 Decennial Census (hereinafter referred to as the AG-GB UZA). The SCTC member jurisdictions include the cities of Arroyo Grande, Grover Beach and Pismo Beach, and the County of San Luis Obispo, representing the Oceano Area and the Avila Beach Area. The SCTC’s roles and responsibilities include:
 - i. The SCTC shall effectively control local fixed-route services and any other public transportation services operated solely within the AG-GB UZA by virtue of the voting requirements for matters provided above in Section 2 of this Article II.

- ii. At a minimum, the SCTC shall meet annually to consider annual service levels, fare levels, major marketing campaigns, capital improvement plans, and to ratify financial commitments for each jurisdiction participating in public transportation services operated solely within the AG-GB UZA. At the request of two or more SCTC members, properly noticed special SCTC meetings may also be conducted.
- iii. For purposes of conducting business, three of the four SCTC members shall constitute a quorum.
- iv. The SCTC shall submit an annual operating budget and multi-year capital improvement plan for fixed-route and other public transportation services operated solely within the AG-GB UZA to the full RTA Board prior to May 1 for consideration as part of the RTA Overall Annual Budget.
- v. Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the annual Unmet Transit Needs Hearing (PUC Section 99401.5) may be instituted in the SCTC service area, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of a formula developed by the SCTC members representing the affected jurisdictions.
- vi. Each SCTC member agency shall make an annual Transportation Development Act contribution based upon the percentage of total SCTC-served population related to the area served within that member agency. All population percentages utilized shall be those annually adopted by the San Luis Obispo Council of Governments for allocating Transportation Development Act Funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for Cities and by the County Planning and Building Department for unincorporated communities.
- vii. Any member of the SCTC may withdraw from the SCTC after providing written notice to the RTA Board President one year in advance of the requested withdrawal date. A withdrawing member's financial obligation under this subsection is limited to the withdrawing member's pro-

rata share of the currently adopted SCTC operating budget within the service area of the obligated commitments affecting the withdrawing member and any San Luis Obispo Council of Governments finding as to Unmet Transit Needs that are Reasonable to Meet pursuant to Public Utilities Code Section 99401.5. However, the obligations of a withdrawing member under this subsection are limited to the special transportation funds to which the withdrawing member would be entitled, such as Transportation Development Act funds, and this section shall not impose any obligation on the general funds of the withdrawing member.

4. No committee shall commit the RTA on any matter or questions of policy. Such matters or questions can only be decided by the RTA.
5. All committees shall receive clerical assistance from RTA staff and, by agreement, SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the Executive Director may direct. The chair of each committee shall sign the original copy of the minutes indicating verification of contents upon committee approval. Copies of minutes of all meetings shall be sent to members of the RTA and the Executive Director.

ARTICLE III Financial Provisions

Section 1. Budget: The Executive Director shall prepare an Overall Annual Budget for RTA Board adoption prior to commencement of each fiscal year. The Overall Annual Budget shall include financial details on core RTA services, as well as financial details for those various public transportation services provided under agreement to other agencies. Core RTA services include intercity fixed-routes along the US-101 and SR-1 corridors, and regional Americans with Disabilities Act complementary paratransit services. The approval of the Overall Annual Budget shall be in accordance with those procedures prescribed by the Joint Powers Agreement of SLOCOG.

The annual operating and capital budgets for non-core services provided under agreement to another agency requires ratification by its governing body prior to consideration of the Overall Annual Budget by the RTA Board.

Accounting practices to be applied will conform to those used by San Luis Obispo County, consistent with Transportation Development Act rules and regulations.

A Consolidated Fund balance and cash balance for RTA core services will carry forward from one year to the next. Separate Consolidated Fund balances and cash balances will be maintained for public transportation services provided by RTA under

agreement to other agencies, including those public transportation services provided under the direction of the SCTC.

The Overall Annual Budget may additionally carry funds for future fiscal years where necessary to develop a multi-year Capital Improvement Program and to reflect obligations under state or federal funding agreements, to the extent allowable by California law.

No member Agency shall be required to expend any of its general fund monies to support the operations of the RTA. The operation of the transit system shall be funded from revenues derived from operations, member Transportation Development Act fund contributions, grants, and any other appropriate revenue sources. Each member agency shall make an annual contribution to the RTA in accordance with the adopted budget.

Any formula may be amended upon approval of all jurisdictions affected by that formula and ratified by the RTA.

All population percentages utilized shall be those annually adopted by SLOCOG for allocating Transportation Development Act Funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for cities and by the County Planning and Building Department for unincorporated communities.

Section 2. Expenditures: The RTA may establish procedures and policies to insure competitive prices for the purchases of goods and services. Formal bidding shall not be required unless directed specifically by the RTA or unless required by state or federal law. Particularly in the purchase of equipment, including buses, the RTA may consider the design, maintenance and operating costs, and other similar factors in determining the most suitable equipment and need not purchase equipment having the lowest initial cost.

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Section 1. Powers: The RTA shall have all Powers necessary to carry out the purpose of this Agreement, except the power to tax. Its power to expend funds shall be limited only by the availability of funds as set forth in ARTICLE III: Finances, Section 1. The Powers of the RTA specifically include, but are not limited to, the following:

1. To solicit bids and negotiate contracts from private enterprise for services and/or operation.
2. To sue or be sued.
3. To employ agents, employees and contract for professional services.
4. To make and enter contracts, including labor, purchase agreement and employment contracts.
5. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
6. To acquire and convey real and personal property.
7. To incur debts, liabilities and obligations, as well as obligations of financial assistance from State and Federal agencies, and to obligate RTA to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.
8. To purchase insurance.
9. To develop policies and procedures necessary to remain in compliance with Federal Transit Administration Section 5307 Urbanized Area Formula Program and other federal grant program funding requirements.

Section 2. RTA is a Public Legal Entity: The RTA is a public entity duly formed and existing under the laws of the State of California. It is a separate and distinct legal entity from its member agencies. The debts, duties and obligations created pursuant to this Agreement, shall be solely the obligations of the RTA and not those of its officers, employees, members of the Board of Directors or the member agencies.

ARTICLE V Miscellaneous Provisions

Section 1. Withdrawal of Member: A withdrawing member's financial obligation under this Section is limited to the withdrawing member's pro-rata share of the currently adopted operating budget based upon ARTICLE III, Section 1 within the service area of the obligated commitments affecting the withdrawing member and any SLOCOG's finding as to unmet transit needs that are reasonable to meet pursuant to Public Utilities Code Section 99401.5.

Section 2. Amendment of Agreement: No amendment to this Agreement shall be made without the consent of all member agencies at the time of the amendment.

Section 3. Ratification - Effective Date: This Agreement shall be deemed effective as to those parties executing this Agreement upon their execution of the Agreement.

Section 4. Assignability: In the event it is deemed in the best public interest to have the RTA operated by another individual or entity, whether public or private, and provided that the assignment complies with State and Federal laws, the RTA, on affirmative vote of the majority in accordance with Section 2 of ARTICLE II, may sell, lease or assign all of its real and personal property and cease operations upon such terms and conditions as the RTA determines to be reasonable.

Section 5. Termination: This Agreement shall continue in full force and effect until rescinded by a majority of the member agencies.

Section 6. Notification to Secretary of State: Pursuant to Government Code Section 6503.5, the RTA shall cause a notice of the execution of this Agreement to be prepared and filed with the Office of the Secretary of the State of California, within thirty (30) days after the effective date of any amendment to this Agreement. Until such filings are completed, the RTA shall not incur indebtedness of any kind.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

City of Arroyo Grande

By: _____

Clerk

Date:_____

Resolution No._____

City of Atascadero

By: _____

Clerk

Date:_____

Resolution No._____

City of Grover Beach

By: _____

Clerk

Date:_____

Resolution No._____

City of Morro Bay

By: _____

Clerk

Date:_____

Resolution No._____

City of Paso Robles

By: _____

Clerk

Date:_____

Resolution No._____

City of Pismo Beach

By: _____

Clerk

Date:_____

Resolution No._____

City of San Luis Obispo

By: _____

Clerk

Date:_____

Resolution No._____

County of San Luis Obispo

By: _____

Date: _____

Clerk

Resolution No. _____

Approved as to form and legal effect:

RITA L. NEAL

County Counsel

By: _____
Assistant County Counsel

Date: _____

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
EXECUTIVE COMMITTEE
NOVEMBER 4, 2020
STAFF REPORT**

AGENDA ITEM: B-3

TOPIC: Fiscal Year 2020-21 RTA Budget Amendment for SoCo Transit Consolidated into the RTA as of January 2021

ACTION: Approve

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Bring the Fiscal Year 2020-21 Budget Amendment #3 and Advisory Fiscal Year 2021-22 as Presented to the Board for Approval

SUMMARY:

Upon ratification of the member jurisdictions and the RTA Board of Directors, effective January 2021, SoCo Transit will consolidate into the RTA. As such, the RTA budget needs to be amended to reflect the addition of SoCo Transit. The attached RTA budget schedules show the additional columns needed to include the newly consolidated services formerly provided by SoCo Transit as a separate entity. There are also advisory changes included for FY21-22 for the RTA.

Changes are noted in yellow in the attached pages. When an entire column is added in order to depict newly consolidated SoCo Transit services, the header is noted in yellow.

It is important to note that this amendment does NOT have an impact on FY20-21 Local Transportation Funds (LTF) required from any of the RTA or current SoCo Transit member jurisdictions. Also as an added advantage and to align with the two-year budgets considered by the RTA, we are also presenting advisory FY21-22 budgetary information for SoCo Transit.

Proposed Amendment #3 Operating Revenue (beginning on page B-3-5)

An additional column is included to identify the operating revenue for FY20-21 and FY21-22 for SoCo Transit services.

Fiscal Year 2020-21 South County Transit

The revenue is in line with the revenue as identified in the SoCo Transit Budget Amendment #2 as presented in this agenda as item B-1, for the second half of the year. For example, fare revenue, is half of what is included in the full year budget.

Also adjusted are *Cash Flow Required Per TDA*, and *Offset Reserve to Carryover to FY21-22* to show the amount required per TDA and the carryover portion of funds. The *Offset Reserve to Carryover to FY21-22* is reduced slightly to fund the additional operating expense for FY 2020-21. The additional operating expense is as a result of providing health insurance to all former SoCo Transit employees who worked over 30 hours per week according to their bid and would now be eligible under the RTA (as required under the Affordable Care Act).

Fiscal Year 2021-22 South County Transit

The revenue is a new projection for SoCo Transit, which was not traditionally provided in the past. This revenue is in line with FY20-21 (full year) and shows the use of *Offset Reserve to Carryover to FY21-22*, which is reflected in the general reserves balance.

Included is an advisory amount of LTF totaling \$64,520 in FY21-22. For reference, in FY19-20, LTF was originally budgeted at \$456,464.

Fiscal Year 2021-22 RTA

The projected RTA budget for FY21-22 notes the reduction in revenue from SoCo Transit for administration services as a result of consolidation. This resulted in an increase in the advisory amount of LTF of \$20,980 (from \$4,085,590 to \$4,106,570)

Proposed Amendment #3 Capital Revenue (see page B-3-7)

An additional column is included to identify the capital revenue for FY20-21 and FY21-22 for SoCo Transit services.

Fiscal Year 2020-21 South County Transit

The revenue is in line with that identified in the SoCo Transit Budget Amendment #2, which was presented as Agenda Item B-1, for the second half of the year. The assumption is the support vehicle may be delivered before the consolidation effective date of January 1, 2021. Should the project not be completed prior to consolidation, the budget will be amended again to show the additional revenue and capital expense.

Fiscal Year 2021-22 South County Transit

This FY21-22 capital revenue projection has not traditionally been provided for SoCo Transit policy makers. This revenue is in line with FY20-21 (full year) projections.

Administration and Service Delivery Totals (see page B-3-8)

This is a total (rollup) of all expenses related to administration and service delivery for the RTA, which now includes SoCo Transit services. Specific details for SoCo Transit are included in the South County Transit detail page.

Capital Expenditures (see page B-3-9)

This is a total (rollup) of all expenses related to capital expenditures for the RTA, which now includes SoCo Transit. Total capital expenditures specific to SoCo Transit are included in the South County Transit detail page.

South County Transit (see page B-3-10)

Fiscal Year 2020-21

This page shows the by-route expenditures that are similar to the tables the South County Transit Board of Directors considers each year – with the additional column showing the advisory FY21-22 projections. The expenditures are in line with the expenditures identified in the SoCo Transit Budget Amendment #2, albeit only a half-year. For example, fuel is half of what is included in the full year budget. The one notable addition is as a result of providing health insurance to all former SoCo Transit employees who would now work over 30 hours per week as an RTA employee according to their bid as included in the *Labor – Operations* line item.

Fiscal Year 2021-22

The expenditures are in line with the expenditures in the SoCo Transit Budget for FY20-21, with adjustments for:

- Reduction in administration services from the RTA due to consolidation, as well as lower costs due to fewer policy board meetings and combined/reduced reporting. For future fiscal years, the financial services from the RTA will also be reduced after final/separate fiscal reports are completed.
- Increase in health insurance expense to add part-time employees who work over 30 hours per work, as in FY 2020-21 but for the full year are included in the *Labor – Operations* line item.
- *Labor – Operations Workers Compensation* adjusted based on elimination of the duplicate annual administrative charge and the combined use of the RTA rate.
- *Insurance* adjusted based on elimination of the duplicative administrative charge and the RTA rate.

Staff Recommendation for Executive Committee:

Recommend staff provide Budget Amendment #3 to the Board for approval at the December 2nd Board meeting.

Staff Recommendation for the Board:

Adopt Budget Amendment #3 as presented.

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

FUNDING SOURCES:

GENERAL RESERVES

1. ESTIMATED FUND BALANCE

2. LESS REQUIRED RESERVES FOR FISCAL YEAR

CASH FLOW REQUIREMENTS PER TDA
PERS BUYOUT
DEBT SERVICE RESERVE FOR BUS MAINTENANCE FACILITY
OFFSET RESERVE TO CARRYOVER TO FY21-22

TOTAL

3. FUND BALANCE AVAILABLE

NON TDA SOURCES

B

3

4

FARES
SCT MANAGEMENT CONTRACT
COUNTY MANAGEMENT CONTRACT
NORTH COUNTY MANAGEMENT CONTRACT
INTEREST
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1
RURAL TRANSIT FUND (Administration)
RURAL TRANSIT FUND (Operating Funds)
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo
FTA (Section 5307) - San Luis Obispo CARES
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating
FTA (Section 5311) - Operating CARES
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating
FTA (Section 5307-N. County) - Operating CARES
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating
FTA (Section 5307-SM) - Operating CARES
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating
FTA (Section 5307) - S. County Operating CARES
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14
CUESTA CONTRIBUTION NORTH COUNTY
SPECIAL EVENTS REVENUE/OTHER

4.

5.

SUB TOTAL
TOTAL FUND BALANCE & NON TDA FUNDING

	2020/2021 AMENDMENT #2 OPERATING BUDGET	2020/2021 PROPOSED SoCo TRANSIT BUDGET	2020/2021 AMENDMENT #1 SLOCAT BUDGET	2020/2021 AMENDMENT #2 N. COUNTY BUDGET	2021/2022 REVISION #3 OPERATING BUDGET	2021/2022 REVISION #2 OPERATING BUDGET	2021/2022 PROJECTED SoCo TRANSIT BUDGET	2021/2022 REVISED SLOCAT BUDGET	2021/2022 REVISION #2 N. COUNTY BUDGET
	5,351,291	948,250	111,070	589,310	3,777,820	3,777,820	1,165,170	125,500	513,780
	5,351,291	948,250	111,070	589,310	3,777,820	3,777,820	1,165,170	125,500	513,780
	1,827,820	138,940	125,500	513,780	1,839,220	1,839,220	285,820	132,500	192,780
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	1,950,000	1,026,230	-	-	-	-	-	-	-
	3,777,820	1,165,170	125,500	513,780	1,839,220	1,839,220	285,820	132,500	192,780
	1,573,471	(216,920)	(14,430)	75,530	1,938,600	1,938,600	879,350	(7,000)	321,000
	875,940	47,500	28,900	97,810	1,228,770	1,228,770	96,900	29,480	106,170
	126,660	-	-	-	115,100	136,080	-	-	-
	91,580	-	-	-	98,390	98,390	-	-	-
	44,440	-	-	-	47,740	47,740	-	-	-
	38,670	7,075	-	-	38,670	38,670	14,150	-	-
	-	-	82,800	67,400	400,000	400,000	-	82,800	67,400
	30,000	-	-	-	30,000	30,000	-	-	-
	-	-	82,800	-	250,000	250,000	-	-	-
	474,910	-	-	-	633,210	633,210	-	-	-
	1,132,120	-	-	-	-	-	-	-	-
	564,630	-	-	-	564,630	564,630	-	-	-
	591,790	-	-	-	-	-	-	-	-
	722,480	-	-	-	963,310	963,310	-	-	275,120
	1,403,640	-	-	779,800	-	-	-	-	-
	404,580	-	-	-	424,810	424,810	-	-	-
	847,630	-	-	-	-	-	-	-	-
	439,530	154,315	-	-	586,040	586,040	398,640	-	-
	1,517,640	714,110	-	-	-	-	-	-	-
	82,810	-	-	-	87,780	87,780	-	-	-
	-	-	-	40,580	-	-	-	-	40,580
	-	164,390	-	-	-	-	328,780	-	-
	9,389,050	1,087,390	194,500	985,590	5,468,450	5,489,430	838,470	112,280	489,270
	10,962,521	870,470	180,070	1,061,120	7,407,050	7,428,030	1,717,820	105,280	810,270

FUNDING SOURCES:

TDA REQUIRED

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

Population
Based

18%
49%

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

6. NET TDA REQUIREMENTS

7. TOTAL FUNDING SOURCES

8. FUNDING USES:

ADMINISTRATION
PERS BUYOUT
MANAGEMENT CONTRACTS
SERVICE DELIVERY
DEBT SERVICE RESERVE
CONTINGENCY

9. TOTAL FUNDING USES

2020/2021 AMENDMENT #2 OPERATING BUDGET	2020/2021 PROPOSED SoCo TRANSIT BUDGET	2020/2021 AMENDMENT #1 SLOCAT BUDGET	2020/2021 AMENDMENT #2 N. COUNTY BUDGET	2021/2022 REVISION #3 OPERATING BUDGET	2021/2022 REVISION #2 OPERATING BUDGET	2021/2022 PROJECTED SoCo TRANSIT BUDGET	2021/2022 REVISED SLOCAT BUDGET	2021/2022 REVISION #2 N. COUNTY BUDGET
202,671	-	-	-	216,806	215,698	24,324	-	-
344,720	-	-	-	368,761	366,877	-	-	-
153,432	-	-	-	164,132	163,294	18,388	-	-
118,353	-	-	-	126,607	125,961	-	-	-
354,233	-	-	-	378,937	377,001	-	-	306,120
93,411	-	-	-	99,925	99,415	11,226	-	-
690,993	-	-	-	739,183	735,406	-	-	-
1,881,036	-	476,800	-	2,012,219	2,001,939	10,581	588,040	-
3,838,849	-	476,800	-	4,106,570	4,085,590	64,520	588,040	306,120
(1,156,420)	-	-	-	(564,630)	(564,630)	-	-	-
2,682,429	-	476,800	-	3,541,940	3,520,960	64,520	588,040	306,120
13,644,950	870,470	656,870	1,061,120	10,948,990	10,948,990	1,782,340	693,320	1,116,390
1,773,910	43,340	7,870	128,980	1,772,430	1,751,450	114,560	7,500	138,140
3,373,900	-	-	-	-	-	-	-	-
126,660	51,290	91,580	44,440	115,100	136,080	81,600	98,390	47,740
8,270,040	767,650	530,880	875,630	8,673,430	8,673,430	1,568,940	559,490	917,860
203,960	-	-	-	282,230	282,230	-	-	-
100,440	8,190	26,540	12,070	105,800	105,800	17,240	27,940	12,650
13,644,950	870,470	656,870	1,061,120	10,948,990	10,948,990	1,782,340	693,320	1,116,390

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

FUNDING SOURCES:

1. BEGINNING CAPITAL PROJECTS RESERVE
ESTIMATED FUND BALANCE

2. LESS REQUIRED RESERVES FOR FISCAL YEAR

CAPITAL PROJECTS RESERVE

TOTAL

3. FUND BALANCE AVAILABLE

NON TDA SOURCES

STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
PROPOSITION 1B FUNDING - SAFETY & SECURITY

STA SB1 STATE OF GOOD REPAIR
PROPOSITION 1B FUNDING - BUS REPLACEMENT & BUS MAINTENANCE FACILITY
APCD AB 617 FOR GARAGE PROJECT

RURAL TRANSIT FUND (Capital)
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo
FEDERAL TRANSIT ADM (FTA) (Section 5309) - State of Good Repair
FEDERAL TRANSIT ADM (FTA) (Section 5339) - Bus and Bus Facilities
FEDERAL TRANSIT ADM (FTA) (Section 5307-North County)
FEDERAL TRANSIT ADM (FTA) (Section 5307-Santa Maria) - CARES
FEDERAL TRANSIT ADM (FTA) (Section 5307-South County)

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

6. FINANCING FOR BUS MAINTENANCE FACILITY

7. TOTAL FUNDING SOURCES

FUNDING USES:

CAPITAL
LOAN PAYDOWN
9. TOTAL FUNDING USES

2020/2021 AMENDMENT #2 - CAPITAL BUDGET	2020/2021 PROPOSED SoCo TRANSIT BUDGET	2020/2021 ADOPTED SLOCAT BUDGET	2020/2021 ADOPTED N. COUNTY BUDGET	2021/2022 REVISION #2 CAPITAL BUDGET	2021/2022 PROJECTED SoCo TRANSIT BUDGET	2021/2022 PROJECTED SLOCAT BUDGET	2021/2022 PROJECTED N. COUNTY BUDGET
171,870	536,830	119,330	5,320	667,520	355,380	119,330	5,320
171,870	536,830	119,330	5,320	667,520	355,380	119,330	5,320
667,520	355,380	119,330	5,320	483,820	164,230	9,530	54,880
667,520	355,380	119,330	5,320	483,820	164,230	9,530	54,880
(495,650)	181,450	-	-	183,700	191,150	109,800	(49,560)
714,750	79,660	-	-	314,750	79,660	4,100	49,560
-	-	-	-	-	-	-	-
-	-	-	-	140,810	-	-	-
1,033,230	-	-	-	-	-	-	-
721,980	-	-	-	-	-	-	-
250,000	-	-	-	-	-	-	-
421,820	-	-	-	85,430	-	-	-
-	-	-	-	-	-	-	-
6,285,000	-	-	-	117,590	-	-	-
534,980	-	-	-	-	-	-	-
453,060	-	-	-	-	-	-	-
410,030	420,000	-	-	85,430	460,000	-	-
10,824,850	499,660	-	-	744,010	539,660	4,100	49,560
10,329,200	681,110	-	-	927,710	730,810	113,900	-
6,753,000	-	-	-	7,347,000	-	-	-
17,082,200	681,110	-	-	8,274,710	730,810	113,900	-
-	-	-	-	-	-	-	-
17,082,200	681,110	-	-	8,274,710	730,810	113,900	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

Administration and Service Delivery Totals				
	Amendment #3 Operating Budget FY2020-21	Amendment #2 Operating Budget FY2020-21	Revision #3 Operating Budget FY2021-22	Revision #2 Operating Budget FY2021-22
Administration:				
Labor				
Hours	76,690	69,370	84,300	69,660
Miles	1,674,640	1,556,940	1,805,960	1,570,560
operations cost				
operations cost	1,042,550	1,042,550	1,120,070	1,120,070
operations cost	47,000	47,000	50,490	50,490
Office Space Rental				
Property Insurance	508,850	493,320	391,240	359,110
Professional Technical Services	28,490	28,040	34,220	33,160
Professional Development	117,400	117,400	129,790	129,790
operations cost				
operations cost	60,070	60,070	70,540	70,540
Operating Expense				
Marketing and Reproduction	365,150	297,900	443,190	308,400
North County Management Contract	98,560	87,160	135,920	107,740
County Management Contract	(44,440)	(44,440)	(47,740)	(47,740)
operations cost	(91,580)	(91,580)	(98,390)	(98,390)
SCT Management Contract	(126,660)	(126,660)	(115,100)	(136,080)
Total Administration	2,005,390	1,910,760	2,114,230	1,897,090
Service Delivery:				
Labor - Operations				
hourly	5,927,310	5,477,760	6,774,280	5,819,150
Labor - Operations Workers Comp	355,290	319,920	395,640	339,860
hourly				
Labor - Maintenance	1,287,250	1,235,670	1,421,950	1,312,390
hourly	97,290	93,080	107,800	98,860
Fuel	1,064,520	968,920	1,160,120	968,920
Insurance (Liability, Physical Damage, Employment Prac miles	764,160	702,500	846,830	736,450
Special Transportation (for SLOCAT)	48,340	48,340	51,350	51,350
Avila Trolley	68,460	68,460	72,730	72,730
Maintenance (parts, supplies, materials)	688,380	633,320	720,230	613,550
Maintenance Contract Costs	143,200	128,580	168,790	137,520
Total Operations	10,444,200	9,676,550	11,719,720	10,150,780
Contingency				
hourly	147,240	139,050	163,630	146,390
Debt Service Reserve				
operations cost	203,960	203,960	282,230	282,230
Management Contracts				
	262,680	262,680	261,230	282,210
TOTAL FUNDING USES	13,063,470	12,193,000	14,541,040	12,758,700

	Amendment #3 - Capital Budget FY 2020-21	Amendment #2 - Capital Budget FY 2020-21	Revision #3 Capital Budget FY 2021-22	Revision #2 Capital Budget FY 2021-22
Capital Expenditures				
Capital/Studies:				
Computer System Maintenance/Upgrades		44,940	47,190	47,190
Miscellaneous Capital				
Maintenance Equipment	40,200	40,200	-	-
Specialized Maintenance Tools	-	-	-	-
Desks and Office Equipment	-	-	-	-
Radios	6,600	6,600	-	-
Vehicle ITS/Camera System	-	-	-	-
Bus Stop Improvements	313,360	265,500	327,840	278,780
COVID 19 Related Capital Items	453,060	453,060	-	-
Large Capital Repairs	-	-	50,000	-
Vehicles				
Support Vehicles	56,700	56,700	63,000	63,000
40' Coaches	631,800	631,800	-	-
Trolley replacement vehicles	-	-	-	-
Cutaway and Dial A Ride Vehicles	631,750	-	745,650	113,900
Runabout Vehicles	261,300	261,300	316,600	316,600
Total Capital Outlay	2,441,210	1,760,100	1,550,280	819,470
Loan Repayments				
Short Range Transit Plans - Nipomo	24,010	24,010	108,240	108,240
Elks Lane Project	-	-	-	-
	15,298,090	15,298,090	7,347,000	7,347,000
TOTAL FUNDING USES	17,763,310	17,082,200	9,005,520	8,274,710

South County Transit	Proposed	Proposed	Proposed	Proposed	Proposed	Total	Projected
	Route 21	Route 24	Route 27	Route 28	Trolley	Proposed	Budget
	Budget	Budget	Budget	Budget	Budget	Budget	Budget
	FY 2020-21	FY 2020-21	FY 2020-21	FY 2020-21	FY 2020-21	FY 2020-21	FY 2021-22
	1,790	1,765	1,410	1,980	375	7,320	14,640
	34,100	26,260	20,700	28,530	8,110	117,700	235,400
	25,060	22,590	17,550	25,170	4,260	94,630	196,160
Administration:							
Total Administration (Net of Contracts)							
Service Delivery:							
Labor - Operations	112,070	110,420	85,270	124,560	17,230	449,550	955,130
Labor - Operations Workers Comp	10,540	8,040	6,270	8,750	1,770	35,370	55,780
Labor - Maintenance	12,610	12,440	9,940	13,950	2,640	51,580	109,560
Labor - Maintenance Workers Comp	1,030	1,010	810	1,140	220	4,210	8,940
Fuel	28,490	21,720	16,950	23,650	4,790	95,600	191,200
Insurance	18,380	14,010	10,930	15,250	3,090	61,660	110,380
Maintenance (parts, supplies, materials)	16,090	12,390	9,760	13,100	3,720	55,060	106,680
Maintenance Contract Costs	4,100	3,160	2,490	3,790	1,080	14,620	31,270
Total Operations	203,310	183,190	142,420	204,190	34,540	767,650	1,568,940
Capital/Studies:							
Total Capital Outlay	176,570	173,960	134,340	196,240	-	681,110	730,810
Contingency	2,440	1,860	1,450	2,030	410	8,190	17,240
Interest Expense	-	-	-	-	-	-	-
TOTAL FUNDING USES	407,380	381,600	295,760	427,630	39,210	1,551,580	2,513,150
TOTAL NON-CAPITAL EXPENDITURES	230,810	207,640	161,420	231,390	39,210	870,470	1,782,340

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San Luis Obispo Regional Transit Authority
Executive Committee Meeting
Minutes 08/12/2020
C-1

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

Members Absent: None

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

Call to Order and Roll Call:

President Fred Strong called the meeting to order at 10:01 AM.

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

There was no public comment.

A. Information Items :

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

Mr. Geoff Straw stated that the driver bid shakeup happened on June 15th for the ramp-up to hourly service schedule on June 28th. This is a modified regular service: weekday hourly service without express trips and SoCo Transit/Paso Express on regular service levels. Staff will change the schedule if there is demand for service. Ridership has declined. However, as businesses reopen, there may be demands to increase service. The CARES Act grant has been fully executed. Thanks to the SLOCOG staff for their cooperation. There's a tentative agreement with SLO City for an afterhours bathroom for RTA drivers. The agency celebrated the 11th anniversary of in-house operations and multiple driver safety awards.

Questions:

President Strong asked is the CARES Act funding covering all of the costs?

Mr. Straw stated that it has covered 100% of operations and allowed RTA to reduced LTF used and give it back to the cities. There will actually be money left over for FY 21-22.

President Strong asked do you think telehealth appointments have affected ridership?

Mr. Straw stated that hopefully it has, especially since Runabout is expensive to operate.

President Strong asked if the elimination of SLO Transit call boxes will affect RTA.

Mr. Straw stated no.

A-2 Update on RTA Response to COVID-19 Pandemic (Verbal; Receive)

Mr. Straw stated the mask requirement is up for discussion. Utility staff are going through training to use handheld sanitizing foggers. Administration is obtaining bids to change the current building to install a customer service window to assist customers while supporting the health and safety of staff. The agency is also obtaining bids to change air filtration and circulation systems, as recycled air has been linked to COVID-19 contagion. All of the costs are CARES eligible, and will be using funds from Santa Maria UZA funds.

Questions:

Mr. Ed Waage asked if drivers are able to get more air circulation by opening driver-side windows? Safety of drivers and staff is paramount.

Mr. Straw stated that the passenger windows are sealed shut, however the bus air vents assist with air circulation, including the sliding window in the driver's area.

Vice President John Peschong said he is looking forward to the report on sanitizing foggers.

President Strong asked if customers with legitimate breathing issues can be provided with face shields?

Mr. Straw stated that they have been provided for employees, but science has stated that they are not as effective as masks. Staff is looking into options for this. ADA does not protect refusal to use a mask.

President Strong asked how many partitions there are within the Gillig buses.

Mr. Straw stated that the partition is only between the driver and passengers.

A-3 Update on TIFIA Loan Agreement (Verbal, Receive)

Mr. Straw stated final documents will be brought to the Board on September 2nd. There is a kickoff meeting tomorrow with Region 9 FTA. The goal is to close the TIFIA loan on September 3rd.

Questions:

Mr. Waage commended staff on their work with TIFIA.

Mr. Straw commended Tania for her work.

A-4 Update Bus Maintenance Facility Construction (Verbal; Receive)

Mr. Straw said that RTA has been declined additional grant funding for the bus maintenance facility, but staff will continue to seek other sources of funding. Specialized Construction has mobilized on the site and environmental mitigation surveys have been completed.

Vice President Peschong made a motion to receive and file agenda items A1- A4, and **Mr. Waage** seconded the motion. The motion passed unanimously via voice vote.

B. Action Items

B-1 Authorize New SLOCPT Rates for January 2021 Implementation (Approve)

Mr. Straw stated there is still discussion regarding procedures with SLOCPT. The staff recommendation is to adopt the new rates in July and direct staff inquire further. Staff will bring this to the Board in September and get further instructions.

Vice President Peschong made a motion to approve agenda item B-1, and **Mr. Waage** seconded the motion. The motion passed unanimously via roll call vote as follows:

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

C. Consent Items

C-1 Executive Committee Meeting Minutes of June 3, 2020 (Approve)

Mr. Waage made a motion to approve consent agenda item C-1, and **Vice President Peschong** seconded the motion. The motion passed unanimously via roll call vote as follows:

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

September 2, 2020 Draft RTA Board Agenda: The Executive Committee is asked to review and comment on the proposed agenda items.

Information Items

- A-1 Executive Director's Report (Receive)
- A-2 Strategic Business Plan Results (if available; possibly November)

Action Items

- B-1 Authorize New SLOCPT Rates for January 2021 Implementation (Approve)
- B-2 Approve TIFIA Loan Agreement for Construction of 253 Elks Lane (Approve)

Consent Items

- C-1 Executive Committee Meeting Minutes of June 3, 2020 (Information)
- C-2 RTA Board Meeting Minutes of July 8, 2020 (Approve)
- C-3 Amendment to Agreement with Kitchell (Approve)
- C-4 Agreement with CPS HR Consulting for Diversity & Inclusion Review (Approve)

Closed Session Item: Significant exposure to litigation pursuant to subdivision (d) of section 54956.9.

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

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

D. Closed Session: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9.) It is the intention of the Executive Committee to meet in closed session concerning the following item: (1) Number of potential cases: One.

The Executive Committee went into closed session at 10:47 AM and returned to open session at 10:50 AM.

Ms. Nina Negranti stated that there was nothing to report from closed session.

E. Adjournment

The meeting was adjourned at 10:51 AM.

Next RTA Executive Committee Meeting: October 14, 2020

Respectfully Submitted,

Acknowledged by,

Chelsea Sperakos
Administrative Assistant

Fred Strong
RTA President 2020