



RTA BOARD AGENDA

Wednesday, September 5, 2018 at 8:30 AM
BOARD OF SUPERVISORS' CHAMBERS
COUNTY GOVERNMENT CENTER
1055 Monterey Street, San Luis Obispo, California 93401
(SLOCOG Special Meeting will immediately follow, approximately 10:00 a.m.)

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

President: Tom O'Malley

Vice President: Dan Rivoire

Board Members:

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

Tom O'Malley (Atascadero)
John Shoals (Grover Beach)
John Headding (Morro Bay)
Fred Strong (Paso Robles)
Ed Waage (Pismo Beach)
Dan Rivoire (San Luis Obispo)

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

FLAG SALUTE

CALL TO ORDER AND ROLL CALL

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

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

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

A. INFORMATION AGENDA

A-1 Executive Director's Report (Receive)

B. ACTION AGENDA

B-1 FTA Drug and Alcohol Policy, and Non-DOT Drug and Alcohol Policy and Testing Provisions Policy (Adopt)

B-2 Memorandum of Understanding between the RTA and CSAC-EIA (Approve)

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

- C-1 RTA Board Meeting Minutes of July 11, 2018 (Approve)
- C-2 RTA Board Meeting Minutes of August 1, 2018 (Approve)
- C-3 Token Transit Software and Subscription Services Agreement (Approve)
- C-4 Amendment to CBA for Health Coverage (Approve)
- C-5 Authorize Procurement of Joint SoCo Transit & DARs SRTP Services (Approve)
- C-6 Declare three 2003 Gillig Buses Surplus (Approve)

D. BOARD MEMBER COMMENTS

Next regularly-scheduled RTA Board meeting on November 7, 2018; possibility of Special Meeting on October 3, 2018.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

September 5, 2018

STAFF REPORT

AGENDA ITEM: A-1

TOPIC: Executive Director's Report

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Accept as Information

BACKGROUND/DISCUSSION:

Operations:

The Annual CHP Terminal Inspection was completed in early August, and no significant findings were reported. Congratulations to the Maintenance and Operations departments for another "clean bill of health" regarding vehicle maintenance, drug/alcohol testing, driver record-keeping, and other safety-related areas of inspection.

The Employee of the Quarter BBQ was conducted on July 20th, and RTA Technician Michael Moore was selected by his peers as the honoree. Mr. Moore will attend the September 5th RTA Board meeting. Also honored for Outstanding Achievement Awards were Bus Operators Cliff Bidleman and Mark Whittaker.

The RTA celebrated our 9th year of in-house operations on August 2nd. Staff members provided safety awards on buses on Friday August 3rd to highlight each Bus Operator's achievements in front of their riders.

We recently completed training of one new Bus Operator – the first candidate trained on a one-on-one basis since we had to expand our training resources due to recent difficulties in recruiting qualified candidates. Please welcome Francine, who was hired into a full-time position that principally operates the RTA Route 12 service. We have also recently sent two candidates in for drug screens and background checks; once cleared, we hope to have these two candidates begin training in the first part of September.

We also recently filled a vacancy in the Maintenance Technician group. Please welcome Domingo, who began on August 27th.

Service Planning & Marketing:

Staff has executed an agreement with Stantec Architecture Inc. to complete the RTA Bus Garage Design and Engineering process. A kick-off meeting will be conducted this afternoon, and the 56-week project should be completed by fall 2019. This

design/engineering project is being funded with FTA Section 5307 funds, with local match provided by new Senate Bill 1 – Road Repair and Accountability Act (SB-1) funds.

Staff continues to work with a team led by the Wallace Group to complete the design/engineering of the Government Center passenger facility improvements. The 30% design documents were shared with our partners at the City of SLO and the County on August 13th, and we should have our comments submitted to the consultant prior to the September 5th Board meeting.

To address recent declines in fixed-route ridership, the RTA is investing in additional Intelligent Transportation Systems to both ease the boarding/fare-paying process and to make the ride more enjoyable on the long-haul/commuter trips. With regard to fare-paying, we have worked with Token Transit (the same system used by SLO Transit) to enable fare-sharing among different transit agencies in the county. This system allows fare payment using a SmartPhone. We are also demonstrating a Wi-Fi system on four commuter buses (three of the four MCI over-the-road coaches and bus #1508).

Finance and Administration:

Following the Board's action at the special meeting on August 1st, staff submitted notice that we would no longer contract with CalPERS for health insurance coverage. We continue to finalize negotiations on two lower-cost options through CSAC-EIA, and we finalized negotiations with the Teamsters on an amendment to the Collective Bargaining Agreement; that amended agreement language is included as Agenda Item C-4.

We submitted two grant proposals to fund the construction of the Bus Garage Facility in late-July: one for *Better Utilizing Infrastructure and Leveraging Development* (BUILD) funds, and another for FTA Section 5339(b) Bus and Bus Facilities funds. We hope to be awarded funds from one or both in order to reduce the capital cost impacts on local jurisdictions.

Staff continues to engage California Air Resources Board and SLO Air Pollution Control District (SLOAPCD) officials in discussions on the proposed draft Innovative Clean Transit regulation. As noted in previous meetings, this unfunded mandate could have a profound financial impact on transit agencies across the state, particularly those like the RTA that operate long routes at freeway speeds.

Staff has developed preliminary year-end FY17-18 operating and financial results and presented the tables toward the end of this report. Below are some important findings for the past fiscal year:

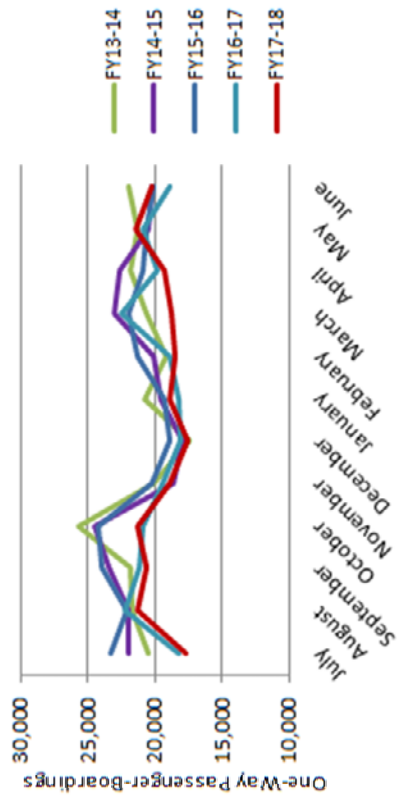
- The RTA's core fixed-route ridership totaled 719,227 one-way passenger-trips, which is down 6.7% in comparison to last year (770,517). The previous year-over-year decline was greater at 7.2%. See the graphs below for details on each fixed-route's ridership trends over the past five fiscal years.

- Runabout ridership also declined: 39,898 vs. 41,729 the previous year, which is a welcome reduction of just over 4.4% (the decline was 4.1% the previous year). Staff will continue to look for ways to reduce Runabout demand and/or reduce costs.
- The farebox recovery ratio for core fixed-route services equated to 21.1% (21.9% last year), while Runabout achieved a ratio of 4.8% (4.4% last year). Although the RTA's results for this performance measure are lower than in previous years and is below the SBP standard of 25%, the results are well above the 17.15% requirement established by SLOCOG for FY17-18.
- The subsidy per passenger-trip on core fixed route services was \$5.71 (\$4.83 last year) and for Runabout it was \$74.47 (\$71.77 last year). It should be noted that 18,443 Runabout trips were provided on RTA and other fixed-route services in FY17-18 through partnership agreements (17,340 in FY16-17). When those boardings and the \$13,233 fare-payments are included, the overall Runabout-eligible subsidy per passenger-trip is actually \$51.16 – much more in-line with nationwide experience in larger, more-dense urban areas.
- In terms of financial results, staff worked hard to keep operating and capital costs within budget in light of the declining ridership. Some important takeaways include:
 - Administrative costs equated to 95.3% of budget. Staff focused on reducing costs that are essentially discretionary, while most other “fixed” operating costs were also closely monitored to ensure good stewardship of public funds.
 - Overall Service Delivery costs equated to 94.3% of budget; these costs include both day-to-day operations and vehicle maintenance activities. The greatest variance was experienced in lower than budgeted fuel costs (90.3% of budget), which is the third-greatest single line-item in our budget. It was a welcome relief on the financial side, but also likely impacted fixed-route ridership as some riders chose to instead drive their personal automobiles. Staff was able to get a better control on costs related to vehicle maintenance (parts, supplies & materials) toward the end of the year; we ended up at 96.9% of budget despite some large-ticket repairs that I reported at the beginning of the fiscal year.

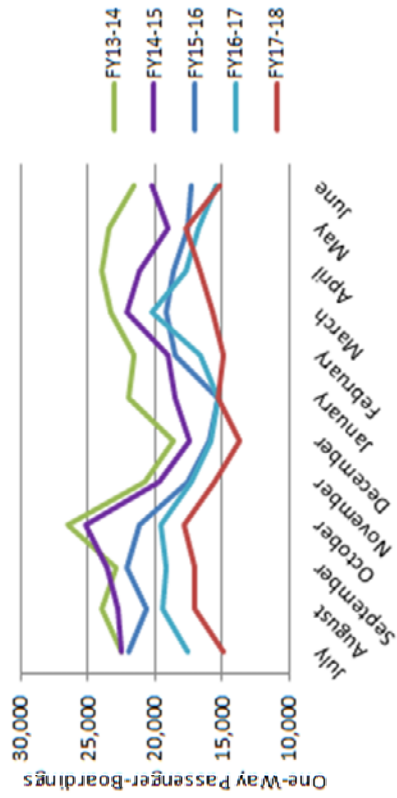
Also, attached are preliminary operating and financial data for the first month of FY18-19. Those two tables are provided at the end of this report. Ridership in July 2018 is down 2.7% in comparison to July 2017 on fixed-route services (54,596 vs. 56,065). Ridership was essentially unchanged on Routes 9 and 10, but down 4.4% on Route 12 and down 10.7% on Route 15. Runabout ridership was down by essentially the same

percentage year over year. The financial results are also provided, although with only one month of information no substantial variances can be discerned.

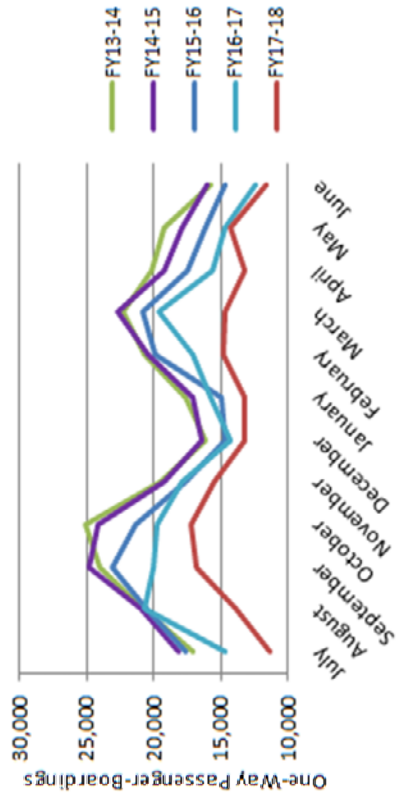
RTA Route 9 Ridership By Month



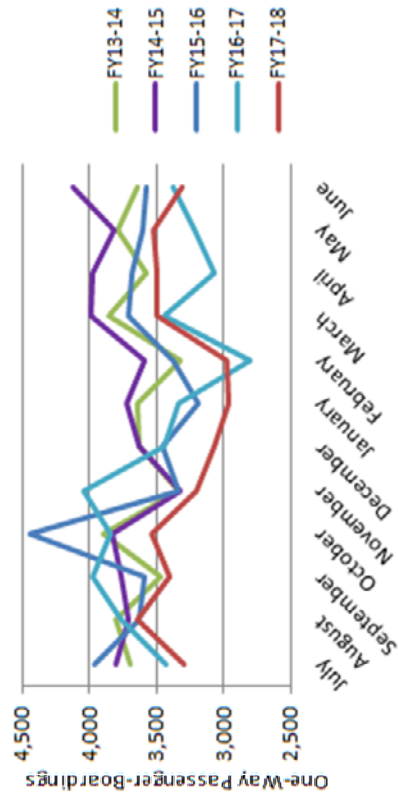
RTA Route 10 Ridership By Month



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



RTA Runabout Ridership by Mo.



	Adopted Budget FY 2017-18	Year to Date FY 2017-18	Percent of Total Budget FY 2017-18
Administration:			
Labor	77,750	70,961	91.3%
Labor - Administration Workers Comp	1,722,730	1,592,890	92.5%
Office Space Rental	855,390	847,058	99.0%
Property Insurance	70,930	66,631	93.9%
Professional Technical Services	477,880	433,799	90.8%
Professional Development	17,240	17,200	99.8%
Operating Expense	99,990	77,984	78.0%
Marketing and Reproduction	37,670	37,234	98.8%
North County Management Contract	270,460	271,349	100.3%
County Management Contract	90,720	90,196	99.4%
SCT Management Contract	(41,850)	(41,850)	100.0%
	(85,230)	(85,230)	100.0%
	(119,270)	(119,270)	100.0%
Total Administration	1,673,930	1,595,101	95.3%
Service Delivery:			
Labor - Operations	4,245,580	3,945,608	92.9%
Labor - Operations Workers Comp	479,910	450,826	93.9%
Labor - Maintenance	989,230	966,370	97.7%
Labor - Maintenance Workers Comp	140,450	131,958	93.9%
Fuel	1,054,460	951,945	90.3%
Insurance	615,000	639,240	103.9%
Special Transportation (for SLOCAT and Paso)	43,900	45,834	104.4%
Avila Trolley	69,900	51,973	74.4%
Maintenance (parts, supplies, materials)	636,610	579,676	91.1%
Maintenance Contract Costs	92,100	126,390	137.2%
Total Operations	8,567,140	7,889,800	92.1%
Capital/Studies:			
Computer System Maintenance/Upgrades	52,220	40,183	76.9%
Miscellaneous Capital	32,540	17,452	53.6%
Facility Improvements	42,010	16,701	39.8%
Maintenance Equipment	33,500	-	0.0%
Specialized Maintenance Tools	6,600	4,472	67.8%
Desks and Office Equipment	163,510	102,139	62.5%
Vehicle ITS/Camera System	295,100	90,747	30.8%
Bus Stop Improvements/Bus Stop Solar Lighting	126,000	-	0.0%
Bus Rehabilitation	751,480	271,694	36.2%
Total Capital Outlay	1,204,490	490,006	40.7%
Contingency	30,490	19,249	63.1%
Interest Expense	200,600	200,596	100.0%
Loan Paydown	1,831,420	48,596	2.7%
Elks Lane Project	859,830	849,637	98.8%
Paso Property Improvements	246,350	246,350	100.0%
Management Contracts	14,081,730	11,121,022	79.0%
TOTAL FUNDING USES	10,438,400	9,750,500	93.4%
TOTAL NON-CAPITAL EXPENDITURES			

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU JUNE 30, 2018
CURRENT FISCAL YEAR - 2017/2018**

	RT 9 P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	RT 7 PASO EXPRESS ROUTE A	RT 8 PASO EXPRESS ROUTE B	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE	RUNABOUT	SYSTEM TOTAL
REVENUES:												
FARES	\$ 397,223	\$ 385,111	\$ 263,750	\$ 18,662	\$ 31,661	\$ 1,096,407	\$ 69,235	\$ 68,656	\$ 137,891	\$ 6,598	\$ 154,035	\$ 1,394,931
TOTAL ROUTE REVENUES	\$ 397,223	\$ 385,111	\$ 263,750	\$ 18,662	\$ 31,661	\$ 1,096,407	\$ 69,235	\$ 68,656	\$ 137,891	\$ 6,598	\$ 154,035	\$ 1,394,931
EXPENDITURES:												
ADMINISTRATION	\$ 351,257	\$ 285,701	\$ 190,466	\$ 18,730	\$ 73,708	\$ 919,863	\$ 17,185	\$ 16,959	\$ 34,143	\$ 7,658	\$ 704,312	\$ 1,665,976
MARKETING	34,327	27,936	18,619	1,965	7,226	90,073	62	62	123	-	-	90,196
OPERATIONS/CONTINGENCY	1,162,145	972,606	630,176	62,439	252,588	3,079,954	289,947	287,503	577,449	119,777	2,073,972	5,851,153
FUEL	250,278	243,080	135,992	13,161	65,376	707,886	26,324	26,634	52,959	4,548	167,115	992,507
INSURANCE	143,019	138,954	77,756	7,505	37,424	404,658	16,919	17,138	34,057	4,550	179,934	623,199
TOTAL EXPENDITURES	\$ 1,941,026	\$ 1,668,277	\$ 1,053,010	\$ 103,800	\$ 436,322	\$ 5,202,434	\$ 350,436	\$ 348,295	\$ 698,731	\$ 136,533	\$ 3,125,333	\$ 9,163,031
FAREBOX RATIO	20.5%	23.1%	25.0%	18.0%	7.3%	21.1%	19.8%	19.7%	19.7%	4.8%	4.9%	15.2%
SERVICE MILES	365,605.7	355,167.9	198,730.0	19,403.7	95,646.7	1,034,554.1	43,044.9	43,814.6	86,859.5	11,625.0	459,851.0	1,592,889.6
SERVICE HOURS	13,697.6	11,139.4	7,425.1	727.7	2,877.8	35,867.5	3,137.4	3,118.3	6,255.7	1,391.0	27,446.5	70,960.7
RIDERSHIP (Automatic Counters)	267,501	232,651	177,135	20,187	21,753	719,227	57,078	56,642	113,720	2,861	39,898	875,706
RIDERS PER MILE	0.73	0.65	0.91	1.04	0.24	0.70	1.33	1.29	1.31	0.25	0.09	0.55
RIDERS PER HOUR	19.4	20.8	24.4	27.7	8.3	20.1	18.2	18.2	18.2	2.1	1.5	12.3
COST PER PASSENGER	\$ 7.26	\$ 7.17	\$ 5.94	\$ 5.14	\$ 20.06	\$ 7.23	\$ 6.14	\$ 6.15	\$ 6.14	\$ 47.72	\$ 78.33	\$ 10.46
SUBSIDY PER PASSENGER	\$ 5.77	\$ 5.52	\$ 4.46	\$ 4.22	\$ 18.60	\$ 5.71	\$ 4.93	\$ 4.94	\$ 4.93	\$ 45.42	\$ 74.47	\$ 8.87
RIDERSHIP (GFI Fareboxes)	234,385	191,258	143,584	10,740	15,642	595,609	51,565	50,049	101,614	2,861	39,898	739,982
RIDERS PER MILE	0.64	0.54	0.72	0.55	0.16	0.58	1.20	1.14	1.17	0.25	0.09	0.46
RIDERS PER HOUR	17.1	17.2	19.3	14.8	5.4	16.6	16.4	16.1	16.2	2.1	1.5	10.4
COST PER PASSENGER	\$ 8.28	\$ 8.72	\$ 7.33	\$ 9.66	\$ 27.89	\$ 8.73	\$ 6.80	\$ 6.96	\$ 6.88	\$ 47.72	\$ 78.33	\$ 12.38
SUBSIDY PER PASSENGER	\$ 6.59	\$ 6.71	\$ 5.50	\$ 7.93	\$ 25.87	\$ 6.89	\$ 5.45	\$ 5.59	\$ 5.52	\$ 45.42	\$ 74.47	\$ 10.50

	Adopted Budget FY 2018-19	July Budget	July Actual	July Variance	Year to Date FY 2018-19	Percent of Total Budget FY 2018-19
Administration:						
Labor	72,080	6,007	5,859	148	5,859	8.1%
Hours		135,404	129,828	5,576	129,828	8.0%
Miles						
operations cost	894,050	74,504	66,973	7,531	66,973	7.5%
operations cost	65,150	16,287.5	15,593.98	694	15,594	23.9%
operations cost	458,500	38,208	38,648	(440)	38,648	8.4%
operations cost	19,780	19,780	19,721	59	19,721	99.7%
operations cost	98,480	8,207	18,000	(9,793)	18,000	18.3%
operations cost	46,270	3,856	1,089	2,767	1,089	2.4%
operations cost	265,450	22,121	14,771	7,350	14,771	5.6%
hourly	95,530	7,961	783	7,178	783	0.8%
operations cost	(43,740)	(3,645)	(3,645)	-	(3,645)	8.3%
County Management Contract	(90,130)	(7,511)	(7,511)	-	(7,511)	8.3%
SCT Management Contract	(124,660)	(10,388)	(10,388)	-	(10,388)	8.3%
Total Administration	1,684,680	159,380	154,035	15,345	154,035	9.1%
Service Delivery:						
Labor - Operations	4,556,490	379,708	314,701	65,006	314,701	6.9%
hourly	440,830	110,208	105,515	4,693	105,515	23.9%
hourly	1,033,450	86,121	73,319	12,802	73,319	7.1%
hourly	129,010	32,253	30,879.18	1,373	30,879	23.9%
hourly	991,560	82,630	84,560	(1,930)	84,560	8.5%
miles	720,500	60,042	58,760	1,282	58,760	8.2%
miles	43,900	3,658	3,557	102	3,557	8.1%
n/a	61,750	10,292	8,238	2,054	8,238	13.3%
n/a	703,460	58,622	28,535	30,087	28,535	4.1%
miles	129,870	10,823	11,994	(1,172)	11,994	9.2%
miles	8,810,820	834,354	720,058	114,296	720,058	8.2%
Total Operations						
Capital/Studies:						
Computer System Maintenance/Upgrades	31,830	11,000	10,692	-	10,692	33.6%
Miscellaneous Capital	51,700	-	-	-	-	0.0%
Specialized Maintenance Tools	10,000	-	-	-	-	0.0%
Desks and Office Equipment	36,470	2,700	2,700	-	2,700	7.4%
Bus Stop Improvements/Bus Stop Solar Lighting Vehicles	18,000	-	-	-	-	0.0%
Support Vehicles	3,140,380	-	-	-	-	0.0%
40' Coaches	81,520	-	-	-	-	0.0%
Cutaway and Dial A Ride Vehicles	729,320	-	-	-	-	0.0%
Runabout Vehicles	4,099,720	13,700	13,392	308	13,392	0.3%
Total Capital Outlay						
Contingency	125,950	10,496	-	10,496	-	0.0%
Interest Expense	11,640	970	1,112	(142)	1,112	9.6%
Loan Paydown	211,670	-	-	-	-	0.0%
Short Range Transit Plan - Nipomo	22,750	-	-	-	-	0.0%
Elks Lane Project	888,870	-	-	-	-	0.0%
Management Contracts	258,530	21,544	21,544	-	21,544	8.3%
TOTAL FUNDING USES	16,114,130	1,050,444	910,142	140,303	910,142	5.6%
TOTAL NON-CAPITAL EXPENDITURES	10,891,620	1,036,744	896,749	139,995	896,749	8.2%

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU JULY 31, 2018
CURRENT FISCAL YEAR - 2018/2019**

	RT 9 P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	RT 7 PASO EXPRESS ROUTE A	RT 8 PASO EXPRESS ROUTE B	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE	RUNABOUT	SYSTEM TOTAL
REVENUES:												
FARES	\$ 24,011	\$ 24,334	\$ 15,169	\$ 974	\$ 2,366	\$ 66,855	\$ 4,580	\$ 4,491	\$ 9,071	\$ 408	\$ 13,420	\$ 89,753
TOTAL ROUTE REVENUES	\$ 24,011	\$ 24,334	\$ 15,169	\$ 974	\$ 2,366	\$ 66,855	\$ 4,580	\$ 4,491	\$ 9,071	\$ 408	\$ 13,420	\$ 89,753
EXPENDITURES:												
ADMINISTRATION	\$ 36,013	\$ 29,263	\$ 19,155	\$ 558	\$ 7,307	\$ 92,295	\$ 1,528	\$ 1,477	\$ 3,005	\$ 640	\$ 71,345	\$ 167,286
MARKETING	305	248	162	5	62	783	-	-	-	-	-	783
OPERATIONS/CONTINGENCY	103,841	85,301	55,304	1,608	21,411	267,465	28,911	27,979	56,890	10,613	201,782	536,751
FUEL	22,183	21,503	12,065	343	5,793	61,887	2,697	2,622	5,319	366	15,491	83,062
INSURANCE	12,830	12,436	6,978	198	3,350	35,793	1,475	1,434	2,910	349	15,720	54,772
TOTAL EXPENDITURES	\$ 175,172	\$ 148,751	\$ 93,664	\$ 2,712	\$ 37,923	\$ 458,222	\$ 34,612	\$ 33,512	\$ 68,123	\$ 11,969	\$ 304,338	\$ 842,653
FAREBOX RATIO	13.7%	16.4%	16.2%	35.9%	6.2%	14.6%	13.2%	13.4%	13.3%	3.4%	4.4%	10.7%
SERVICE MILES	30,410.5	29,478.5	16,540.3	470.5	7,941.8	84,841.6	3,497.1	3,399.7	6,896.8	828.0	37,262.0	129,828.4
SERVICE HOURS	1,154.9	938.4	614.3	17.9	234.3	2,959.8	256.2	247.6	503.8	107.3	2,288.0	5,858.9
RIDERSHIP (Automatic Counters)	20,310	18,703	13,118	683	1,782	54,596	3,945	4,378	8,323	181	3,354	66,454
RIDERS PER MILE	0.66	0.63	0.80	1.45	0.24	0.64	1.13	1.29	1.21	0.22	0.09	0.51
RIDERS PER HOUR	17.3	19.7	21.9	38.2	8.3	18.4	15.4	17.7	16.5	1.7	1.5	11.3
COST PER PASSENGER	\$ 8.62	\$ 7.95	\$ 7.14	\$ 3.97	\$ 21.28	\$ 8.39	\$ 8.77	\$ 7.65	\$ 8.18	\$ 66.13	\$ 90.74	\$ 12.68
SUBSIDY PER PASSENGER	\$ 7.44	\$ 6.65	\$ 5.98	\$ 2.54	\$ 19.95	\$ 7.17	\$ 7.61	\$ 6.63	\$ 7.10	\$ 63.88	\$ 86.74	\$ 11.33
RIDERSHIP (GFI Fareboxes)	18,182	16,434	11,168	654	1,559	47,997	3,578	3,926	7,504	181	3,354	59,036
RIDERS PER MILE	0.60	0.56	0.68	1.39	0.20	0.57	1.02	1.15	1.09	0.22	0.09	0.45
RIDERS PER HOUR	15.7	17.5	18.2	36.6	6.7	16.2	14.0	15.9	14.9	1.7	1.5	10.1
COST PER PASSENGER	\$ 9.63	\$ 9.05	\$ 8.39	\$ 4.15	\$ 24.33	\$ 9.55	\$ 9.67	\$ 8.54	\$ 9.08	\$ 66.13	\$ 90.74	\$ 14.27
SUBSIDY PER PASSENGER	\$ 8.31	\$ 7.57	\$ 7.03	\$ 2.66	\$ 22.81	\$ 8.15	\$ 8.39	\$ 7.39	\$ 7.87	\$ 63.88	\$ 86.74	\$ 12.75

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
SEPTEMBER 5, 2018
STAFF REPORT**

AGENDA ITEM: B-1

TOPIC: Drug & Alcohol Testing Program Update

ACTION: Adopt Updated Policies

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt

BACKGROUND/DISCUSSION:

As required under U.S. Department of Transportation regulations, each recipient of FTA funds must adopt a compliant Drug and Alcohol Testing policy. The RTA last updated its Drug and Alcohol Testing Policy when services were brought in-house in 2009.

The U.S. DOT recently amended its regulations, and the attached *Safety-Sensitive Employee Drug and Alcohol Policy* meets the new requirements. Covered employees include everyone who operates a revenue vehicle or a non-revenue vehicle that requires a Commercial Driver's License, and those employees who control/dispatch a revenue vehicle. Covered employees also include those who maintain revenue service vehicles or equipment. In short, our Bus Operators, Supervisors, Technicians, Utility Workers, and Trainers are subject to this policy

Also attached is a *Non-DOT Drug and Alcohol Policy and Testing Provisions Policy* that ensures a drug- and alcohol-free workplace by requiring non safety-sensitive employees to comply with the policy. This policy covers all RTA employees who are not subject to the *Safety-Sensitive Employee Drug and Alcohol Policy*.

Staff Recommendation

Adopt the attached *Safety-Sensitive Employee Drug and Alcohol Policy* and the *Non-DOT Drug and Alcohol Policy and Testing Provisions Policy*.

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San Luis Obispo Regional Transit
Authority

**Safety-Sensitive
Employee Drug and
Alcohol Policy**

Effective as of 9/5/2018

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1. Purpose of Policy

The San Luis Obispo Regional Transit Authority (RTA) provides public transit services for the residents of San Luis Obispo County. Part of the RTA's mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the public.

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended, for safety-sensitive employees at the RTA. Copies of Parts 655 and 40 are available in the RTA Operations Manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect the RTA's policy. These additional provisions are identified by underlined text.

In addition, the DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All RTA employees – whether safety-sensitive or not – are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplaces. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Operations Manager no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service

A volunteer is a covered employee if:

- The volunteer is required to have a commercial driver's license to operate the vehicle, or
- The volunteer performs a safety-sensitive function and receives remuneration in excess of his or her actual expenses incurred.

See Addendum A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions, or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

4.1 FTA Consequences

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours or the duration of the workday, whichever is longer, unless a retest results in the employee's alcohol concentration being less than 0.02.

4.2 RTA Consequences

Positive Alcohol Test Results:

Under the RTA's sole authority, when a covered employee receives a confirmatory alcohol test result within the prohibited timeframes, the following disciplinary action will occur:

- A confirmed BAC of 0.04 or greater: Termination

The employee will not be permitted to return to service or resume their duties and will be referred to the SAP. The employee will not be permitted to drive their own vehicle, and an alternate means of transportation will be utilized.

- A confirmed BAC of 0.02 or greater but less than 0.04:

If after the initial test confirming a BAC between .02 and .039, the confirmation test after the fifteen-minute wait period is still between .02 and .039, the employee is terminated. If the confirmation test is under .02, the employee will be immediately removed from his/her safety-sensitive duties and placed on paid administrative leave. The employee will remain off duty until their next scheduled duty period, but not less than 8 hours following the administration of the test.

Positive Prohibited Drug Test Results:

Under the RTA's sole authority, all covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in CFR 49 Part 40.

Under the RTA's sole authority, following a positive drug test result or refusal to test, the following disciplinary action will occur for covered employees:

- Job Applicants (applying for covered positions only): Not Hired
- Employee: Termination

When positive drug results are received from the Medical Review Officer (MRO), the Designated Employer Representative (DER) or Drug and Alcohol Program Manager (DAPM) in his/her absence will immediately notify the Executive Director, Deputy Director, Operations Manager, Maintenance Manager, and Marketing Manager. The employee will not be permitted to return to service or resume their duties and will be referred to the SAP.

Commercial Driver's License Suspension Due To a DUI Conviction:

Under the sole authority of the RTA, if a covered employee's commercial driver's license (CDL) is suspended for more than 30 days due to a DWI/DUI, whether stemming from the operation of an RTA vehicle or a privately owned vehicle the following disciplinary action will occur:

- Employee: Termination

Zero Tolerance

Per the RTA policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) and terminated from employment.

5. Circumstances for Testing

All covered employees under the RTA authority may be subject to testing for reasonable suspicion, post-accident, random, or return to duty/follow-up using non-DOT testing forms.

5.1 Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements. Under the RTA authority, failure of a pre-employment drug and/or alcohol test will disqualify an applicant for employment for a period of at least two years.

5.2 Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when the RTA has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive

functions, or just after the employee has ceased performing such functions. Under the RTA's authority, an alcohol or drug test can be performed any time a covered employee is on duty. In addition to the definition of reasonable suspicion described in paragraph one of this section, an alcohol and/or drug test can be administered if the RTA receives a formal report from a reliable source of an employee's drug use or alcohol misuse, or the employee exhibits a pattern of poor judgement indicative of drug use or alcohol misuse. Anonymous reports alone shall not be considered a reliable source for the purposes of tests performed outside the definition of reasonable suspicion in paragraph one of this section. All tests performed outside of the definition of paragraph one of this section will be conducted using non-DOT drug and alcohol testing forms.

The RTA requires that a covered employee who is required to submit to a reasonable suspicion controlled substance and/or alcohol test of this policy not be assigned to operate any RTA vehicle and/or perform safety-sensitive functions pending the outcome of such test. The RTA's policy is that such employee will be placed on paid administrative leave pending the results of the drug and/or alcohol testing.

5.3 Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following a collision that results in the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the collision. In addition, any other covered employee whose performance could have contributed to the collision, as determined by the RTA using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following a collision or passenger injury not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- a. The collision or passenger injury that results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the collision or passenger injury.
- b. One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the collision or passenger injury.
- c. The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the collision or passenger injury.

In addition, any other covered employee whose performance could have contributed to the collision or passenger injury, as determined by the RTA using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following a collision or to prohibit a covered employee from leaving the scene of a collision for the period necessary to obtain assistance in responding to the collision or to obtain necessary emergency medical care.

5.4 Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift: Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or childcare commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or childcare commitment, for the period immediately following an employee's shift, must be provided four hours before the end of the shift.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

6.1 Dilute Urine Specimen

If there is a negative dilute test result, the RTA will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

6.2 Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee, at his or her own expense, can request that the split specimen be tested at a second laboratory. The RTA guarantees that the split specimen test will be conducted in a timely fashion.

7. Test Refusals

As a covered employee, you have refused to test if you:

- a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the RTA.
- b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has **not** refused to test.
- c. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- d. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- f. Fail or decline to take a second test as directed by the collector or the RTA for drug testing.
- g. Fail to undergo a medical evaluation as required by the MRO or the RTA's DER.
- h. Fail to cooperate with any part of the testing process.
- i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- j. Possess or wear a prosthetic or other device used to tamper with the collection process.
- k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
- l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- m. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive: you will be immediately removed from performing safety-sensitive functions, referred to a SAP, and terminated. Under the RTA's authority, refusal to submit to a Federal drug or alcohol test or refusal to submit to a non-federal drug or alcohol test shall be considered a positive test result and a direct act of insubordination, and shall result in termination of employment and a referral to a substance abuse counselor.

8. Voluntary Self-Referral

Any covered employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer herself or himself to the DAPM or DER listed in Addendum B, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program. To qualify for this confidential program, the employee must agree to the following, which shall be placed in writing and signed by all parties involved:

- a. Agreement to enter into and successfully complete a drug treatment program prescribed by an Employee Assistance Program (EAP) Counselor or employer approved counseling professional.
- b. Comply with all directions given by the EAP Counselor, or employer approved counseling professional, including, but not limited to, attendance at all required meetings.
- c. Sign a limited authorization for release of information that enables the EAP Counselor, or employer approved counseling professional, to report the employee's progress and any violations of this agreement to a designated RTA representative.
- d. Successfully pass a non-DOT drug and alcohol screen prior to returning to work.
- e. Comply with follow-up testing requirements including unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing must be done for one to five years including a minimum of six test the first year.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties. All covered employees are required to inform their physician or medical professional that their job includes the operation and/or supervision of commercial vehicles and that they are subject to random drug testing under the FTA Drug and Alcohol Program. Using expired medications or Illegal use of prescription medication will result in termination.

10. Contact Person

For questions about the RTA's anti-drug and alcohol misuse program, see Addendum B.

ADDENDUM A

Safety-Sensitive Covered Positions

The job descriptions of all RTA employees have been reviewed to identify those who perform safety-sensitive functions as a requirement of their positions. The job titles of each RTA position meeting the FTA criteria of a covered employee, and a numeric code identifying the primary type of safety-sensitive function required to be performed by the employee, are listed below:

- Operates a revenue service vehicle whether in or out of service: 001
- Maintains a revenue service vehicle or maintains equipment used in revenue service: 002
- Controls dispatch or movement of a revenue service vehicle: 003

Title	SS Code
Bus Operator	001
Bus Operator Trainee	001
Maintenance Supervisors	002
Mechanic	001
Safety and Training Manager	001
Transit Training Instructor	001
Mobility Specialist/Transit Training instructor	001
Utility Worker	001
Operations Supervisor	003
Lead Operations Supervisor	003

Addendum B

Program Contacts

Drug and Alcohol Program Manager (DAPM):

Phil Moores, Operations Manager

pmoores@slorta.org

805-781-4467

Designated Employer Representatives (DER):

Tanya Ramirez, Operations Supervisor

tramirez@slorta.org

805-781-1274

Leslie Sanchez, Human Resources Officer

lsanchez@slorta.org

805-781-1292

Addendum C

Service Vendors

A. Collection Sites

Family & Industrial Medical Center
47 Santa Rosa St.
San Luis Obispo, CA 93405
P: 805-542-9891 F: 805-542-9952

MedPost Urgent Care
500 1st Street
Paso Robles, CA 93446
Phone: (805) 226-4222

Star Drug Testing
1223 Higuera, Ste. 102
San Luis Obispo, CA 93401
805-782-0903

After Hours:
Star Drug Testing
Pete Dominguez
3850 Ramada Dr. Suite C-4
Paso Robles, CA 93446
Regular hours: 805-434-1477
After hours: 805-423-4311

B. Laboratories

Alere Toxicology Services, Inc.

Phone:(504) 934-8295 FAX:(504) 361-8298

MEDTOX Scientific, Inc. (Headquarters)
402 West County Road D
St. Paul, MN 55112

Phone: (800) 832-3244, FAX (651) 636-7466

C. Medical Review Officers

Brian Heinen, Sr., M.D.
151 Leon St.
Eunice, LA 70535

Phone: (337) 457-0493

D. Substance Abuse Professionals

Beverly J. Ford, Ph.D. Michael Roth, SAP
805-542-0100 559-907-3346

Addendum D

Drug Free Workplace Policy

The RTA complies with the Drug Free Workplace Act of 1988 that requires recipients of Federal funds to certify that they provide drug-free workplaces for their employees.

- Each employee is required to notify the RTA management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.
- The RTA must notify the federal government of each violation within 10 days of notification of a conviction.
- The RTA must impose sanctions on the employee within 30 days following notification of a conviction.

The RTA intends to have a workplace that is 100% free from drug or alcohol abuse. Employees are prohibited from engaging in unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace. Employees are subject to termination of employment for any of the acts described in this section.

The passage of Proposition 64 legalized the recreational use of marijuana in the state of California. Proposition 64 also expressly recognizes the right of employers to maintain drug-free workplaces and to prohibit the use of illegal drugs by their employees. Under Federal law, marijuana remains classified as a Schedule I drug, a controlled substance with the high potential for abuse, and is therefore illegal to possess or use. The RTA is a recipient of funding from the FTA, an agency of the U.S. Department of Transportation, and as such the RTA is required to follow rule 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and rule 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs). The RTA complies with the Federal Drug Free Workplace Act of 1988 and Omnibus Transportation Employees Testing Act of 1991. The RTA will continue to enforce this Drug and Alcohol Policy and will remain a Drug Free Workplace. All policies concerning marijuana remain in force, and any employee who has a positive drug test for marijuana, regardless of proposition 64, will constitute violation of the RTA policies and will be subject to termination of employment.

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Addendum E

Employee Acknowledgement

By signing this acknowledgement, you accept the receipt of the RTA Drug and Alcohol Policy for safety-sensitive positions, which also includes the Drug Free Workplace Policy. Further, you agree to read and follow the policy as a condition of employment. Any questions that you have about this policy can be answered by persons on the contact list in Addendum B.

Print Name

Signature

Date

*** RTA Supervisor, detach signed Addendum E and place in employees' personnel file.**

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
NON-DOT DRUG AND ALCOHOL POLICY AND TESTING PROVISIONS POLICY**

The San Luis Obispo Regional Transit Authority (RTA) recognizes that the abuse of alcohol and use of illegal drugs by any employee threatens the health and safety of that employee, the employee's co-workers, and the general public. The RTA also recognizes that employees should be able to work in an alcohol and drug-free environment, and to work with other employees who are alcohol and drug-free. The RTA has, therefore, adopted this drug and alcohol testing policy for all employees who are not covered by U.S. Department of Transportation (DOT) regulations. Employees covered under DOT regulations are covered by a separate *Safety-Sensitive Employee Drug and Alcohol Policy*.

Nothing in this *Non-DOT Drug and Alcohol Policy and Testing Provisions Policy* is intended, nor should it be construed by the employee, to alter the employment relationship between the RTA and its employees. Either the RTA or the Non-DOT employee may terminate the employment relationship with or without cause, and with or without notice, at any time. The RTA also reserves the right to modify or terminate the provisions of this testing policy at any time, with or without prior notice.

I. DEFINITIONS

The following terms, when used in the *Non-DOT Drug and Alcohol Policy and Testing Provisions Policy*, are defined as follows:

- A. "Drug" – A substance considered a controlled substance and included in schedule I, II, III, IV, or V under the federal Controlled Substances Act, 21 U.S.C. § 801, et. Seq.
- B. "Non-DOT Employee" – For purposes of this *Non-DOT Drug and Alcohol Policy and Testing Provisions Policy* only, employee is a person employed by the RTA whose job does not require a commercial driver's license and who is not subject to drug and alcohol testing under federal Department of Transportation regulations.
- C. "Prospective employee" – A person who applies, whether orally or in writing, for employment with the RTA for a job that does not require a commercial driver's license and would not subject the prospective employee to drug and alcohol testing under federal DOT regulations.
- D. "Reasonable suspicion drug and alcohol testing" – Testing based upon evidence that an employee is using or has used alcohol and/or drugs in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. For purposes of this policy, facts and inferences may be based upon, but are not limited to, any of the following:
 - i. observable phenomena while at work such as direct observation of drug use or alcohol abuse or of the physical symptoms or manifestations of being impaired due to alcohol or drug use;
 - ii. abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
 - iii. a report of alcohol or drug use provided by a reliable and credible source;
 - iv. evidence that an individual has tampered with any alcohol or drug test during the individual's employment with the current employer;
 - v. evidence that an employee has caused an incident or collision while at work which resulted in an injury to a person that, if suffered by an employee, a record or report could be required by CalOSHA, or resulted in damage to property, including to

- equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand (\$1,000) dollars;
- vi. evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working or while on the employer's premises or while operating any of the employer's vehicles, machinery, or equipment.
- E. "Sample" – A sample from the human body capable of revealing the presence of alcohol and/or drugs or their metabolites. "Sample" does not include blood, except in circumstances where a blood test was administered by or at the direction of a person providing treatment to an employee involved in a workplace incident or collision. A blood sample cannot be administered at the request or suggestion of the employer.
 - F. "Legal drug" – A prescription medication prescribed for the employee consuming the medication, and being taken in the amount prescribed by the employee's treating physician, and in accordance with the prescribed directions, or over-the-counter medication being taken and used for its intended purpose and in accordance with any applicable directions.
 - G. "Under the influence of alcohol" – Being under the influence of alcohol shall mean having an alcohol concentration level of .04 grams of alcohol, or greater, per two hundred ten liters of breath, or its equivalent.

II. PROHIBITED CONDUCT

The RTA strictly prohibits the use, possession, consumption, sale, solicitation, transfer (or any attempt to sell, solicit, or transfer) of alcohol or any illegal or unauthorized drug including any "look alike" substance, or being under the influence of alcohol or any illegal or unauthorized drug, during work time, while conducting any type of business on the RTA's behalf, or while on the RTA's premises or property. Any employee engaging in such activity shall be subject to discipline up to and including the immediate termination of their employment with the RTA pursuant to the terms of applicable state law.

An employee may use, possess, and be under the influence of a legal drug while on the RTA's premises or property or during working time provided the prescription or over-the-counter drug will not impair the employee's work performance or present a safety risk to the employee, others or property. The RTA reserves the right to take appropriate action (including relieving the employee from his/her work duties) if an employee's use of legal drugs either impairs or is likely to impair the employee's ability to perform his or her work assignments.

Failure to submit to any drug or alcohol testing under this policy including, but not necessarily limited to, an employee's failure to report in a timely manner to a collection site, sign any required consent form or otherwise fully cooperate in the collection of any authorized sample, is strictly prohibited, and will result in termination.

Any action taken against an employee or prospective employee pursuant to this policy based on a drug or alcohol test will be based only on the results of that test or the employee's refusal to submit to the test.

III. WHEN DRUG OR ALCOHOL TESTING MAY BE CONDUCTED

The RTA reserves the right to conduct any form of drug or alcohol testing permitted under State and Federal law. The testing methods the RTA uses to test employees for drug or alcohol use include, but are not necessarily limited to, the following methods:

A. Pre-Employment Drug Testing

Prospective employees, who are determined to be minimally qualified and who have passed at least the first round of applicant screening, or to whom a conditional offer of employment has been made, may be required to submit to pre-employment drug testing. If drug testing is required as part of the hiring process, prospective employees must obtain a negative test result to be considered qualified for employment with the RTA.

If drug testing is required, the testing shall screen for the presence of the following substances or similar substances:

- Cocaine
- Amphetamines
- Marijuana
- Opioids
- Phencyclidine (PCP)

Prospective employees will be given an opportunity to provide any information which may be considered relevant to the test, including identifying prescription or non-prescription drugs currently or recently used, or other relevant medical information.

A prospective employee who receives a confirmed positive drug test result will not be considered qualified for employment at the RTA and will not be allowed to re-apply or be considered for a position with the RTA or any of its affiliates for a period of two years. A prospective employee's refusal to submit to drug testing shall be viewed as a confirmed positive drug test. A prospective employee's negative dilute test will be deemed as a negative drug test. A past employee rehired within two years will not need to complete another pre-employment drug test.

B. Post-Incident/Collision Drug and Alcohol Testing

The RTA may conduct drug and alcohol testing when investigating any incident in the work place, provided the incident results in an injury to any employee (including the employee causing the incident), or causes damage to property or equipment in an amount reasonably estimated at the time of the incident to exceed one thousand dollars (\$1,000). For purposes of this policy, the term "injury" is an abnormal condition or disorder. Injuries include cases such as, but not limited to, a cut, fracture, sprain or amputation as noted by the Occupational Safety and Health Administration (OSHA) [29 CFR 1904.46].

A test result indicating an alcohol concentration level of greater than .04 grams of alcohol per two hundred ten liters of breath, or its equivalent, shall be considered a positive test result within the meaning of this policy. Any employee who refuses to submit to testing under this provision will be deemed to have received a confirmed positive drug test. Reasonable suspicion testing is defined in Section I(D) of this policy.

If drug testing is required, the testing shall screen for the presence of the following substances or similar substances:

- Cocaine
- Amphetamines
- Marijuana
- Opioids
- Phencyclidine (PCP)

Employees will be given an opportunity to provide any information which may be considered relevant to the test, including identifying prescription or non-prescription drugs currently or recently used, or other relevant medical information.

Alcohol breath tests shall be conducted pursuant to the requirements governing evidential breath testing devices, alcohol screening devices and the qualifications for personnel administering the initial confirmatory test consistent with regulations adopted as of January 1, 1999 by the United States Department of Transportation governing alcohol testing required to be conducted pursuant to the Federal Omnibus Transportation Employee Testing Act of 1993. If the RTA elects to use a breath test for purposes of determining the presence of alcohol, it will not provide for a split specimen at the time the sample is collected and it will not be reviewed by the Medical Review Officer.

If the employee being tested holds a position involving duties which could subject the employee, others, or property to injury or damage, the employee will be removed from his or her normal work duties and may be placed in a job (if available) that will not subject the employee, others, or property to injury or damage until the results of the reasonable suspicion drug test are received. If the employee's reasonable suspicion drug test is confirmed positive in violation of this policy, the employee will be discharged immediately.

C. Reasonable Suspicion Drug and Alcohol Testing

Any employee for whom a reasonable suspicion exists that the employee is under the influence of alcohol or an illegal or unauthorized substance will be subject to alcohol or drug testing using the same testing procedures described in the Post-Incident/Collision Drug and Alcohol Testing section above.

D. Rehabilitation Testing

Pursuant only to Section VII of this Policy, the RTA may conduct drug or alcohol testing of employees during, and after completion of, drug or alcohol rehabilitation.

IV. DISCIPLINARY ACTION

A. Positive Drug Test

Use of non-prescribed legal or illegal drugs on RTA time will result in termination from the RTA.

B. Positive Alcohol Test

If a test of any employee results in an alcohol concentration of 0.04 or greater, the employee will be suspended for the remainder of his/her shift, and referred to an appropriate substance abuse counselor for assessment and enrollment in a treatment and rehabilitation program, and may be terminated.

Consumption of alcohol on RTA time will result in termination from the RTA.

V. TREATMENT AND REHABILITATION PROGRAM

- A. Employees referred to the treatment and rehabilitation program as a result of Medical Review Officer (MRO) verified positive drug test or breath test showing an alcohol concentration of 0.04 or greater, must immediately cease any substance abuse, must be subject to testing before returning to duty, must subject themselves to periodic unannounced testing for a period of not to exceed sixty months with at least six periodic unannounced tests in the first 12 months following the return to duty, and must comply with all other conditions of the treatment and counseling program recommended by the substance abuse professional.
- B. An employee required to take time off in order to participate in a rehabilitation program will be permitted to use accrued sick leave, vacation time, and/or unpaid leave as provided under the Family and Medical Leave Act.
- C. Participation in or seeking substance abuse treatment and rehabilitation will not result in disciplinary action; other than those actions outlined in this policy, however, non-covered duties may be assigned at the discretion of the RTA Executive Director until it is determined that the employee may return to duty. Successful completion of the prescribed treatment and rehabilitation program will be required for the employee to continue employment with the RTA.
- D. If an employee had a positive test for drugs or alcohol and is undergoing substance abuse treatment and counseling or has returned to duty upon successfully completing such treatment and rehabilitation, and a second test is verified by the MRO as positive, the employee will be terminated from the RTA.
- E. Any employee who refuses to report for assessment, evaluation, and/or referral for treatment with a substance abuse counselor will be terminated from the RTA.
- F. Any employee who, after assessment by a substance abuse counselor, is referred for rehabilitation and the employee refuses to enter or successfully complete such a rehabilitation program will be terminated by the RTA.
- G. Any employee who refuses to provide an adequate breath volume for alcohol testing or refuses to provide an adequate urine sample without a valid medical explanation after he/she received notice of the requirement to be tested, or who engages in conduct that clearly obstructs the testing procedure, will be terminated from the RTA.
- H. Employees who undergo substance abuse treatment and counseling under this policy and who continue to work must meet all established standards of conduct and job performance.

VI. EMPLOYEE ASSISTANCE PROGRAM

The RTA maintains an employee assistance program to assist employees with personal or behavior problems. See Human Resources for additional resources available.

VII. CONFIDENTIALITY

The RTA shall regard as confidential all communications it receives that pertain to the drug or alcohol test results of an employee or prospective employee, or any information the RTA otherwise receives through its drug and alcohol testing program. The RTA, however, reserves the right to disclose the results of a drug or alcohol test, or other related information, under the following circumstances:

- A. In an administrative RTA or judicial proceeding under workers' compensation laws, or unemployment compensation laws, or under common or statutory laws where any action taken

by the RTA based on a positive test result as defined by this policy is either relevant or challenged.

- B. To any federal or other unit of the federal government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract.
- C. To any state authorized to license individuals if the employee tested is licensed by that RTA and the rules of that RTA require such disclosure.
- D. To a substance abuse evaluation or treatment facility or professional for the purpose of evaluation or treatment of the employee.

VIII. ACCESS TO RECORDS

Employees or prospective employees who are subject to a drug or alcohol test pursuant to this policy, and for whom a positive test result is obtained, shall be given access to any records relating to the employee's drug or alcohol test, including records of the laboratory where the testing was conducted, and any records relating to the medical review officer selected by the RTA to interpret the test result.

Notwithstanding the above, a prospective employee shall be entitled to records under this section only if the prospective employee requests the records within fifteen calendar days from the date the RTA provides the prospective employee with written notice of his or her test result as required by state or federal law. The RTA shall not release any records concerning a positive test result obtained by a prospective employee unless the records are requested within that fifteen-day period.

All requests for drug or alcohol testing records shall be made in writing and addressed to the attention of the RTA Human Resources Department.

NON-DOT ALCOHOL AND DRUG TESTING POLICY ACKNOWLEDGMENT

By my signature below, I acknowledge that I have received and understand that I must review the *Non-DOT Drug and Alcohol Policy and Testing Provisions Policy* and that I voluntarily agree to comply with this policy as a condition of employment or selection for employment. I understand that my compliance with this policy is a continuing condition of my employment.

All employees of the RTA subject to the *Non-DOT Drug and Alcohol Policy and Testing Provisions Policy* are employed "at will." "At will" Employees have the right to terminate their employment at any time for any reason and the San Luis Obispo Regional Transit Authority retains a similar right to terminate the employment relationship at any time with or without cause. All statements contained in this policy shall be interpreted consistent with this termination policy and no officer or employee has any authority to modify this statement in any way.

I recognize that either the RTA or I may terminate the employment relationship at any time for any reason.

Print Name

Employee Signature

Date

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

SEPTEMBER 5, 2018

STAFF REPORT

AGENDA ITEM:

B-2

TOPIC:

Memorandum of Understanding with Special District Risk Management Authority to Participate in the CSAC Small Group Health Benefits Program

ACTION:

Approve Memorandum of Understanding

PRESENTED BY:

Tania Arnold, Deputy Director

STAFF RECOMMENDATION: Adopt

BACKGROUND/DISCUSSION:

As noted at the August 1, 2018 San Luis Obispo Regional Transit Authority (RTA) Board special meeting, staff completed a review of our current healthcare insurance offerings as established by the Public Employees Medical and Hospital Care Act (PEMHCA) between California Public Employee' Retirement System (CalPERS) and the RTA, and insurance offerings provided directly to RTA by Anthem. Staff conducted this review to ensure we are effectively managing the medical benefits program and providing affordable healthcare options to agency stakeholders, including retirees. At the August 1, 2018 RTA Board meeting, the Resolution *Electing to no Longer be Subject to the PEMHCA* was approved. This advance notice was required, since CalPERS allows agencies a maximum of 60 days from the date final premium rates documentation is released to terminate their participation from PEMHCA, which was on August 20, 2018.

Staff is recommending the RTA join the California State Association of Counties Excess Insurance Authority (CSAC EIA) small group health benefits program. To do so, a Memorandum of Understanding (MOU) must be approved.

In transitioning to CSAC EIA Health for the 2019 plan year, the RTA will be able to provide equal, if not enhanced, benefit plans to all participating employees and retirees, and equity between all employee groups within the organization, along with added plan stability at within budgeted levels. The RTA would benefit in the future from the unique arrangement of the CSAC EIA Health insurance pool by being able to take advantage of the shared risk model offered by an insurance pool of small agencies as well as large agencies. The goal of the shared risk model is to stabilize premium rates across a large number of pool members. As a member of CalPERS, the RTA benefited from the pool size, but we had no control or influence on decisions that directly impacted premium rates paid by employees. With the proposed CSAC EIA Health program, the RTA is provided the opportunity to actively engage and evaluate new benefit offerings.

In addition, CSAC EIA provides pooling opportunities for dental, vision, life and disability insurance, which were not available to the agency previously through CalPERS.

In order to minimize the impact of the transition on current CalPERS retirees, the current monthly health contribution of \$256 will continue. That contribution will **not** be extended to any current employees when they retire from the agency. The RTA has two retirees who elect PERS medical, resulting in an annual fiscal impact of \$6,144.

Staff Recommendation

Approve the attached Memorandum of Understanding between the Special District Risk Management Authority and the RTA in order to participate in the CSAC EIA small group health benefits program effective January 1, 2019.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA was appointed administrator for the purpose of enrolling small public entities typically having 250 or less employees into the CSAC - Excess Insurance Authority Health's ("CSAC-EIA Health") Small Group Health Benefits Program (hereinafter "PROGRAM"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by CSAC-EIA Health Committee for the PROGRAM (the "COMMITTEE") and not SDRMA; and.

WHEREAS, ENTITY desires to enroll and participate in the PROGRAM.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **PURPOSE.** ENTITY is signatory to this MEMORANDUM for the express purpose of enrolling in the PROGRAM.
2. **ENTRY INTO PROGRAM.** ENTITY shall enroll in the PROGRAM by making application through SDRMA which shall be subject to approval by the PROGRAM's Underwriter and governing documents and in accordance with applicable eligibility guidelines.
3. **MAINTENANCE OF EFFORT.** PROGRAM is designed to provide an alternative health benefit solution to all participants of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional). ENTITY public officials may participate in the PROGRAM only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
4. **PREMIUMS.** ENTITY understands that premiums and rates for the PROGRAM are set by the COMMITTEE. ENTITY will remit monthly premiums based upon rates established for each category of participants and the census of covered employees, public officials, dependents and retirees.

Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates set by the COMMITTEE for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.

- a. SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties. Premiums are based on a full month and there are no partial months or prorated premiums.
- b. ENTITY must send notification of termination of benefits for a covered employee or dependent to SDRMA within 31 days of the date of termination. Benefits will be terminated the last day of the month in which the termination occurred. If the termination notice is received after 31 days of the date of termination, the request must be approved by the PROGRAM to terminate coverage. All requests may not be approved; therefore participants may need to wait for open enrollment to elect the change (termination). If the termination is due to an employee terminating employment, if not approved to retroactively terminate coverage, coverage will be terminated prospectively at the end of the month.

5. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the PROGRAM and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to PROGRAM underwriter for approval.
6. **COVERAGE DOCUMENTS.** Except as otherwise provided herein, CSAC-EIA Health documents outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM.
7. **PROGRAM FUNDING.** It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
8. **ASSESSMENTS.** Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:
 - a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.
 - b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.
 - c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.
 - d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.
9. **WITHDRAWAL.** ENTITY may withdraw subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY may rescind its notice of intent to withdraw. Once ENTITY withdraws from the PROGRAM, there is a 3-year waiting period to come back into the PROGRAM, and the ENTITY will be subject to underwriting approval again.
10. **LIAISON WITH SDRMA.** Each ENTITY shall maintain staff to act as liaison with the SDRMA and between the ENTITY and the SDRMA's designated PROGRAM representative.
11. **GOVERNING LAW.** This MEMORANDUM shall be governed in accordance with the laws of the State of California.
12. **VENUE.** Venue for any dispute or enforcement shall be in Sacramento, California.
13. **ATTORNEY FEES.** The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
14. **COMPLETE AGREEMENT.** This MEMORANDUM together with the related PROGRAM documents constitutes the full and complete agreement of the ENTITY.
15. **SEVERABILITY.** Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
16. **AMENDMENT OF MEMORANDUM.** This MEMORANDUM may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's signatory to this MEMORANDUM.

Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.

- 17. EFFECTIVE DATE. This MEMORANDUM shall become effective upon the signing of this MEMORANDUM by the ENTITY and Chief Executive Officer or Board President of SDRMA.
- 18. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

Entity Name

DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MINUTES OF JULY 11, 2018
C-1

BOARD MEMBERS PRESENT:

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO
TIM BROWN, CITY OF ARROYO GRANDE (arrived at 8:34 a.m.)
LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (Past President)
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
TOM O'MALLEY, CITY OF ATASCADERO (President)
DAN RIVOIRE, CITY OF SAN LUIS OBISPO (Vice President)
JOHN SHOALS, CITY OF GROVER BEACH (arrived at 8:33 a.m.)
FRED STRONG, CITY OF PASO ROBLES
ED WAAGE, CITY OF PISMO BEACH

BOARD MEMBERS ABSENT:

JOHN HEADDING, CITY OF MORRO BAY
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, DEPUTY DIRECTOR & CFO
TIM MCNULTY, SAN LUIS OBISPO COUNTY COUNSEL
SHELBY WALKER, ADMINISTRATIVE ASSISTANT
MARY GARDNER, MARKETING & COMMUNITY RELATIONS MANAGER

CALL TO ORDER AND ROLL CALL: **President Tom O'Malley** called the RTA meeting to order at 8:31 a.m.
A roll call was taken and a quorum was present.

Public Comments: **Mr. Eric Greening**, Atascadero, stated that grateful that the library bathroom amenities are now available for the bus operators. In regards to the bus operator recruitment, he is looking forward to seeing if the new starting training rate helps bring in employees. He said he is continuing to enjoy his rides.

A. INFORMATION AGENDA:

A-1 Executive Director's Report: **Mr. Geoff Straw** thanked **Mr. Greening** for acknowledging the agreement we have with different areas for restroom access for the bus operators. He stated that RTA has two new bus operators, they completed the comprehensive six-week training program on May 25th, and they are currently behind the wheel of our buses.

The next EOQ BBQ is slated for July 20th so please put that on your calendars. RTA will celebrate our 9th year of in-house operations on August 2nd. Staff members will provide safety awards on buses on Friday August 3rd to highlight each bus operator's achievements in front of their riders.

We were unable to attract any qualified bus operator candidates for our planned July 9th training class. We have seven part-time openings between the RTA and SoCo Transit. Feedback we received from interviewees is that our \$11.00 per hour training wage is too low. We recently obtained agreement with the Teamsters to temporarily suspend the lower Bus Operator Training Wage for this fiscal year and instead hire directly at the \$14.30 per hour rate to determine if this will help us recruit in this current difficult hiring environment. We will also continue to run radio ads, and we have posted notices on the bus LED screens and our website seeking the next slate of trainees.

Six firms submitted statements of qualifications by the June 20th deadline for the RTA Bus Maintenance Facility Design and Engineering project. We interviewed four short-listed firms and have ranked the firms. We submitted follow-up questions while staff conducts further reference checks. We anticipate bringing a draft agreement to the Board at a special RTA Board meeting on August 1st. This design/engineering project is being funded with FTA Section 5307 funds and SB-1 funds.

It should be noted that discussions with our partners at SLO County, SLO City and transit agencies along the Central Coast about recent construction bid results will challenge our ability to fully-fund the Bus Maintenance Facility. For context, we originally developed the per square foot cost estimates in 2013 at \$200/square foot for administration and operations space. Staff updated those numbers in 2016 when we began the environmental review, which resulted in a revised construction-only estimate of \$9.5 million. The latest figures we are now using for grant-making purposes show \$500/square foot, which results in a construction-only estimate of \$17.7 million, or \$23 million total.

Staff plans to bring 30% Design Development cost estimates to the Board in late 2018 or early 2019 to determine if a "Plan B" alternative should also be pursued while we complete the design/engineering and project entitlement process, while also seeking to extend our current lease past February 2022. That would allow us additional time to continue to seek outside grant funding, but also risks continued escalating construction costs. Staff is also working with the County Auditor to develop possible funding strategies.

RTA selected the Wallace Group to complete the final design/engineering for the improvements to the RTA Transit Center project. The kick-off meeting was conducted on June 21st. **Mr. Straw** stated he will lead the final design of the project, and RTA Maintenance Manager **Mr. David Roessler** will handle the construction phase slated to begin in late fall/early winter. Final construction should be completed by the end of the calendar year.

The RTA wishes to thank Phillips 66 for again donating \$10,000 to the Nipomo Dial-A-Ride program. This helps provide lifeline public transportation services for vulnerable populations in Nipomo. Thanks to RTA Marketing & Community Relations Manager **Ms. Mary Gardner** for working with our partners at Phillips 66 to make this happen again.

After the May 2, 2018 Board Meeting, staff realized an error in the non-Union salaries table included as an information item as part of the FY18-19 budget. Staff has revised the table and included it at the end of this report. Of note, the budget included the correct financial information so no budget revision is required for this correction.

After a few years of relative stability, medical insurance plans are again changing, both in the levels of coverage and resulting costs. Staff is currently negotiating potential changes to our medical benefits plans with current and potential new carriers, which will likely require that the RTA Board convene in August for a Special Meeting to provide direction.

A repeal of SB-1, which is now officially referred to as Proposition 6, has been put on the November ballot. If SB-1 is ultimately repealed, the RTA Board would need to make difficult decisions on service levels, possible capital project delays and the financial impacts of using TDA funds in lieu of roadway repairs.

On June 27th, Governor Brown signed the FY18-19 State Budget, and a host of trailer bills implementing various aspects of the budget. This year's budget holds lots of good news for public transit. The cost of diesel fuel has increased funding for the STA program of approximately \$167 million in the coming fiscal year. Cap and Trade provides support to transit agencies through a number of programs including Hybrid and Zero-Emission Truck/Bus Voucher Incentive Program, Alternative and Renewable Fuel and Vehicle Technology, Community Air Protection, Low Carbon Transit Operations Program, and the Transit and Intercity Rail Capital Program.

Staff continues to engage CARB and SLOAPCD officials in discussions on the proposed draft Innovative Clean Transit regulation. We are also exploring the possibility of submitting a grant application in conjunction with the SLOAPCD to partially pay for Transportation Electrification Infrastructure as part of the new RTA Bus Maintenance Facility project.

Staff conducted an analysis of the January 1st fare increase to determine impacts on ridership and the average fare. Ridership declined but the average fare per passenger increased 5.7%. Staff will continue to monitor these performance indicators and report findings to the Board at future meetings.

In terms of overall non-capital expenses, we are slightly below budget at 86.5% of budget through 91.7% of the fiscal year. Notable large-tickets variances include labor, fuel, and vehicle maintenance. Any savings realized at the end of FY17-18 will be carried over into the next budget year.

RTA core fixed-route ridership has a decline of 5.2%. The ridership on the Route 9 is up 1.1% in while the ridership other four fixed routes is down. Runabout ridership is down 4.6%. The majority of this decline is due to the change in Tri-County Regional Center clients' ridership. The increased fixed-route fares discussed above also resulted in higher fares for Runabout riders.

Mr. Straw concluded his report.

President O'Malley opened Board and public comment.

Board Member Fred Strong asked if the reduction of ridership on Route 14 due to a reduction in the students at Cuesta College or is it because of the moved bus stop. **Mr. Straw** stated that staff has met with Cuesta College partners and are working together to figure out why there is a decrease.

Board Member Lynn Compton asked how many people use the Runabout service and is it the same riders. **Mr. Straw** there are frequent riders, but we carry about 44,000 riders a year and some of the long trips can be expensive. Some of the frequent riders have shorter trips so it can be more efficient to schedule.

Vice President Dan Rivoire asked what the impacts are due to the lack of bus operators. **Mr. Straw** stated that currently the overtime cost is an issue. In the short term it is ok because there is no Route 14 running and we have road supervisors able to cover some of the routes. In the long term it could create problems. We will do everything we can to make sure we do not miss trips.

Mr. Greening asked if there is a way to preemptively anticipate what would become unmet needs in order to stay met without it going through the SLOCOG process of future needs. **Mr. Straw** stated that the Board has a process in place to address service changes. TDA law states that current services levels must be maintained. I do not foresee service cuts for them to become unmet needs services. The TDA for Morro Bay and SLO is used their for local services so that funding formula could possibly need to change.

Board Member John Shoals wanted to state that if LTF or TDA funds from South County are proposed for use else where, we want to make sure there is a discussion before it happens. We need to keep those funds local.

President O'Malley closed Board and public comment.

A-2 Paso Robles Bus Parking Yard Mitigations Monitoring Report: **Mr. Straw** stated that the RTA Board of Directors certified a Mitigated Negative Declaration report for the RTA Use of County Yard for Bus Parking Facility in Paso Robles project on September 14, 2016. The project is complete and was became operational May 20th.

As denoted in the Mitigations Monitoring Report table, all construction-related mitigations were fully implemented and are now considered complete. One on-going monitoring issue is Mitigation Measure: BIO-7 – Operations-Related Erosion Control Measures. To ensure that operations-related erosion control measures continue to be implemented and monitored, we will work with our landscaping contractor to help us monitor and document our efforts. In addition, if replacement of lighting or other future site

maintenance requires changes that could impact a mitigation category, that action would be monitored and reported.

Finally, as required by our Policy and Procedures for Environmental Evaluation of RTA Projects adopted in May 2016, staff will report our compliance annually to the RTA Board for a period of five years.

Mr. Straw concluded his report.

President O'Malley opened Board and public comment.

President O'Malley closed Board and public comment.

B. ACTION AGENDA:

B-1 Amended and Restated RTA Joint Powers Agreement: **Mr. Straw** stated following many months of public discussions on the potential impacts of consolidating SoCo Transit services into the RTA, staff is herein recommending that the RTA Board of Directors accept SoCo Transit's request to consolidate. This is something that we have worked towards for many years. This started when consolidation was recommended in the Triennial Performance Audit. This will increase efficiencies, there are net operating cost saving of about \$82,000 and would avoid the TDA financial penalty.

The RTA Joint Powers Agreement was originally developed in 1990, and it was subsequently amended in 1998 and again in 2013. It is interesting to note that the consolidations of County-funded services into the RTA in 2012 and Paso Robles-funded services in 2014 did not require amendments of the RTA JPA – but the current proposal to consolidate SoCo Transit requires an amendment due to the termination of that agency.

The RTA Board conceptually supported this consolidation request at its March 7th meeting and, pending acceptance by the SoCo Transit Board, directed staff to pursue steps to consolidate. The SoCo Transit Board took action at its March 21st meeting to pursue consolidation. On June 6th, the SLCOOG Board adopted a new FRR requirement under consolidation of the two agencies.

RTA Counsel worked with other City Attorneys to revise language to a number of things including to protect financial and other interests of the RTA jurisdictions. To make sure that local control of service levels & costs in Five Cities Area are maintained through the South County Transit Committee. It also clarified and added new budget-making and audit language.

Outreach efforts included monthly meetings with SoCo Transit staff, monthly SoCo Transit Board meetings, presentations to each RTA jurisdiction, and staff worked with Teamsters to include language in CBA on transitioning covered employees. There were several key findings from outreach. Staff received universal support from elected officials and senior management. Secondly, some Bus Operators concerned about how their seniority affected, but many looking forward to better benefits.

Staff has attached two versions of the RTA joint powers agreement so that readers can plainly see the existing JPA language and the proposed new language.

Staff recommends the Board adopt the amended and restated RTA JPA, direct staff to present the amended and restated RTA JPA to all eight jurisdictions for ratification, and upon full executive of the amended and restated JPA, file the necessary paperwork with the California Secretary of State. We also recommend the Board direct staff to bring a budget amendment to the RTA Board that includes the consolidated South County services in November 2018.

Mr. Straw concluded his report.

President O'Malley opened Board and public comment.

Mr. Ron De Carli, SLOCOG, stated that SLOCOG is responsible for conducting audits and making sure transit systems are running efficiently. The staff report lays out the benefits of the consolidation very well but there are a few more benefits. Consolidation allows more flexible use of capital, specially in regards to bus purchases. The key point is if are we being fair and are we being equitable. The staff has been done a great job of laying out the fairness to the jurisdictions. This also addresses the farebox penalty that would have been a factor. We strongly support the consolidation.

Board Ed Waage noted staff did a great job of pulling all of this together and find something that will work for services in South County.

Board Member Shoals asked about some clarification about the recommendation and asked if the Mayors of each City will need to sign this or just the City clerks. **Mr. Tim McNulty** stated that each City Council will need to approve it and that we will require all the mayors and clerks sign.

President O'Malley closed Board and public comment.

Board Member Waage moved to approve the Agenda Item B-1. **Board Member Compton** seconded, and the motion carried unanimously on a roll call vote with Board Member Headding and Board Member Peschong absent.

B-2 RTA Employee Handbook: **Ms. Tania Arnold** stated the previous RTA Employee Handbook was adopted in 1994, although various separate written policies and procedures have subsequently been issued in the intervening years. Staff presented a draft on May 2nd and since that staff continued to solicit feedback and we have incorporated appropriate feedback into the handbook being presented today. There were some clarifications made in the handbook in regards to the RTA's support role in responding to emergencies, exit interviews and when items should be returned, medical disqualifications for current employees based on fitness for duty evaluations, and staff simplified Article 7 allowing for the elimination of Section 7.5.

Ms. Arnold concluded her report.

Mr. Straw stated that this is also available on the website and thanked **Ms. Arnold** and staff for all their hard work.

Ms. Arnold also noted that the all job descriptions are also available on the website.

President O'Malley opened Board and public comment.

Mr. Greening excellent job and appreciate the clarifications that were made in regards to jurisdiction comments and RTAC questions. He asked about the break policy and wants to make sure that it is not just the ten minute layover. **Mr. Straw** said that we negotiated as part of the CBA and it covers those.

President O'Malley closed Board and public comment.

Board Member Adam Hill moved to approve the Agenda Item B-2. **Board Member Debbie Arnold** seconded, and the motion carried unanimously on a roll call vote with Board Member Headding and Board Member Peschong absent.

C. CONSENT AGENDA:

- C-1 Executive Committee Meeting Minutes of February 14, 2018 (Information)
- C-2 RTA Board Meeting Minutes of May 2, 2018 (Approve)
- C-3 Authorize Executive Director to Submit FTA Section 5311 Grant Application (Approve)
- C-4 Procurement of Paratransit Vehicles (Approve)
- C-5 Amendment #2 of Pacific Surfliner Transit Transfer Program Agreement (Approve)
- C-6 Authorize Executive Director to Submit AB-617 CAP Grant Proposal (Approve)
- C-7 Authorize Executive Director to Submit BUILD Grant Proposal (Approve)
- C-8 Authorize Executive Director to Submit FTA Section 5339(b) Grant Proposal (Approve)

Board Member Strong moved to approve the Consent Agenda. **Board Member Bruce Gibson** seconded, and the motion carried unanimously on a roll call vote with Board Member Headding and Board Member Peschong absent.

D. CLOSED SESSION: None

E. BOARD MEMBER COMMENTS: None

ADJOURNMENT: **President O'Malley** adjourned RTA meeting at 10:02 a.m.

Respectfully Submitted, Shelby Walker RTA Administrative Assistant

DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MINUTES OF AUGUST 1, 2018
C-2

BOARD MEMBERS PRESENT:

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO
LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (Past President)
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
TOM O'MALLEY, CITY OF ATASCADERO (President)
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO
DAN RIVOIRE, CITY OF SAN LUIS OBISPO (Vice President)
JOHN SHOALS, CITY OF GROVER BEACH
FRED STRONG, CITY OF PASO ROBLES
ED WAAGE, CITY OF PISMO BEACH

BOARD MEMBERS ABSENT:

TIM BROWN, CITY OF ARROYO GRANDE
JOHN HEADDING, CITY OF MORRO BAY

STAFF PRESENT:

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

CALL TO ORDER AND ROLL CALL: **President Tom O'Malley** called the RTA meeting to order at 8:30 a.m.
A roll call was taken and a quorum was present.

Public Comments: **Mr. Eric Greening**, Atascadero, stated that he continues to get excellent service. Cuesta College's Fall semester starts on August 13th. The students have not been using the Route 14 as often lately. He would welcome an agenda item during the fall to find out what the reasons for the fall off is and even reaching out to staff and students at Cuesta. He suggested putting it on the next RTAC agenda. The Route 9 seems to be running strong.

A. INFORMATION AGENDA: None

B. ACTION AGENDA:

B-1 Agreement for Bus Maintenance Facility Design & Engineering Services: Mr. Geoff Straw

thanked the Board for allowing us to have a special meeting today. At the September 16, 2017 meeting, the RTA Board of Directors adopted the Mitigated Negative Declaration for the planned new Bus Maintenance Facility project. In addition, the Board directed staff to procure design and engineering services for the project. Staff published a Request for Qualifications on May 7, 2018. An on-site pre-bid meeting was conducted on May 23rd, and we received six proposals by the June 20th deadline. Interviews were conducted with the four highest-ranked firms on June 29th, and Stantec Architecture was ranked highest and selected for further negotiations. We are still negotiating final contract terms, primarily with regard to Indemnity.

Staff is seeking authority to execute a lump-sum agreement not to exceed \$2,351,478.76, which is roughly 18% of the projected construction cost. This figure is slightly lower the one developed during staff Independent Cost Estimate process. As part of staff recommendation, we seeking the Board's authority for the Executive Director to execute the final Agreement document after consent of RTA Counsel.

Mr. Straw noted that Stantec has provided an optional bid for consulting services to certify the facility for LEED certification, which would require an additional \$91,200 in design costs. Stantec staff estimates LEED certification at the Silver level would require an additional 1% to 2% in additional construction costs, while Gold certification would require an additional 3% to 5%. The City of San Luis Obispo requires all new non-residential construction over 5,000 square feet conduct a green building checklist, which is included in Stantec's bid price. Staff is recommending that, due to estimated construction budgetary constraints that the RTA not seek full LEED certification but that we be mindful of sustainable design and life-cycle costs throughout the design phase.

The design and engineering phase is fully-funded using a mix of FTA Section 5307 formula funds, discretionary Proposition 1B capital funds, and SB-1 funds. However, staff estimates the need for approximately \$3,038,400 in local funds for construction of the facility, assuming we are fortunate enough to be awarded 80% Federal funding. Future SB-1 funds are presumed to account for the lion's share of this local match requirement, which if repealed, would likely result in the RTA taking a greater proportion of the region's TDA funds that have traditionally been used for streets and roads purposes.

He stated that staff is recommending following RTA Counsel's consent, the Executive Director be authorized to execute an agreement with Stantec Architecture for design and engineering services for the long-term Bus Maintenance Facility in San Luis Obispo not to exceed \$2,351,478.76.

Mr. Straw concluded her report.

President O'Malley opened Board and public comment.

Board Member Fred Strong asked if the TDA funds will make up exactly what we would need if SB-1 was repealed. **Mr. Straw** stated that not entirely. We do have some remaining funds of Prop 1 but not much. Those three million dollars would most likely be from LTF.

Mr. Ron De Carli, SLOCOG, stated that there is a tight time frame for this project. We are significantly concerned about potential funding for this project. We do have some SB-1 funds secured for this project. We will continue to support the RTA to find grants to help with funding. If we do not get the funding from SB-1, the funding will fall locally. We support the recommendation.

President O'Malley asked if there is electrification that we need to be planning for in the future design work. **Mr. Straw** stated we will need to have the infrastructure built in to be ready. There are some concerns that the innovative clean program may not work due to strict requirements. Staff has been working with SLOACPD to find funding for the infrastructure. We are looking for funding from anywhere we can get it. Looking into financing options to minimize the impact on the jurisdictions. **President O'Malley** stated that he appreciates Mr. Straw's knowledge about the project.

Board Member John Shoals stated that the City of Grover Beach has experience with Stantec and they are a quality firm. Due to budgeting constraints and funding challenges, we want to make sure we are holding the line so we do not exceed the budget. He also noted that with LTF from South County should be used for South County services including transit and rail.

Board Member Strong suggest that the LEED portion of the project and worth the money. Maybe that piece can come back at the next Board meeting.

President O'Malley closed Board and public comment.

Board Member Strong moved to approve the Agenda Item B-1. **Board Member Gibson** seconded, and the motion carried unanimously on a roll call vote with Board Member Brown and Board Member Headding absent.

C. CONSENT AGENDA:

- C-1 Resolution Electing to no Longer be Subject to the Public Employee' Medical and Hospital Care Act (Approve)

Mr. Straw stated we are trying to lower the cost of the insurance for the CBA and non-CBA staff.

Board Member Strong asked if it is just medical benefits of CalPERS or it is also the retirement. **Mr. Straw** stated that it is just the medical benefits.

Vice President Rivoire moved to approve the Consent Agenda. **Board Member Strong** seconded, and the motion carried unanimously on a roll call vote with Board Member Brown and Board Member Headding absent.

D. CLOSED SESSION: None

E. BOARD MEMBER COMMENTS: None

ADJOURNMENT: **President O'Malley** adjourned RTA meeting at 8:54 a.m.

Respectfully Submitted, Shelby Walker RTA Administrative Assistant

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
SEPTEMBER 5, 2018
STAFF REPORT**

AGENDA ITEM: C-3

TOPIC: Token Transit

PRESENTED BY: Tania Arnold, Deputy Director

STAFF RECOMMENDATION: Authorize Executive Director Execute Agreement and Beacon Hardware Addendum with Token Transit

BACKGROUND/DISCUSSION:

In order to address declining ridership, the RTA has reviewed opportunities to ease the process for purchasing fare media. The availability of mobile ticketing will help address the requests for the ability to buy fare media that is instantly available, the ability to pay for fares with credit cards, and having more places to buy fare media, especially at night and on weekends. Although this will not eliminate the need to pass outlets and ticket vending machines, staff hope this lower cost option will reduce the need for future ticket vending machines and improve the customer experience.

Staff is requesting authorization from the RTA Board to enter into contract with Token Transit for a two-year pilot program to offer a mobile ticketing fare. Token Transit is headquartered in San Francisco, California, was founded by a team of former Google and Apple employees who are dedicated to building products that make using public transportation easy and accessible for everyone. Token Transit offers a simple, secure, cost effective way for small and mid-sized transportation agencies to let riders purchase fares with their phones. It is a standalone service and provides a fully integrated mobile payment solution for public transit.

Additionally, Token Transit Beacon Validators validate tickets with an audible “beep” which can be installed in a matter of minutes. They are battery powered devices, their battery lasts for years, and they use the customer’s phone for agency data collection. Key benefits include:

- Automated Pass Validation - Remove operators from the role of validating passes
- Origin-Destination Data - Record passive Origin-Destination data (no “tap off” required); this will also allow us to record which route a pass is used on in order to gather the data needed for regional fare media

If approved, staff would initiate a public outreach campaign to raise awareness about the new payment option. The customer interface for the App is simple. Customers download the app from Google Play or the App Store, set up their accounts, and then

purchase passes. When ready to ride, customers activate the prepaid tickets shortly before boarding, which appear as colorful, animated tickets on their phones. The customer will “wave” their phone over the farebox, and the customer will board. The Bus Operator can visually validate the activated ticket as well but it is not required as would be without the beacon validators.

The cost associated with the software and subscription services agreement will reduce the revenue the RTA receives from the passes sold by Token Transit but in evaluating the staff time associated with the current pass sales, as well as the cost associated with additional ticket vending machines, the cost benefit analysis was favorable to move forward with Token Transit.

Staff has identified funding included as part of the Intelligent Transportation System (ITS) which would fund the cost associated with the beacon validators for the two-year pilot program.

Staff Recommendation

Staff requests the Board’s concurrence to authorize the Executive Director to execute the Token Transit Software and Subscription Services Agreement as well as the Beacon Hardware Addendum for use on the RTA, South County Transit, and Paso Express fixed route buses.



**TOKEN TRANSIT™ AGREEMENT
FOR SOFTWARE AND SUBSCRIPTION SERVICES**

This Agreement for Token Transit Software and Subscription Services (“**Agreement**”) dated _____, 2018 (the “**Effective Date**”), is made by and between Token Transit, Inc., a Delaware corporation (“**TT**”), with its principal place of business located at 350 Townsend St. Suite 110, San Francisco, CA 9410, and San Luis Obispo Regional Transit Authority, a joint powers authority (“**Customer**”), with its principal place of business located at 179 Cross Street, Suite A, San Luis Obispo, California (each of TT and Customer may be referred to as a “**Party**”) with respect to the following:

WHEREAS, TT is the owner of a transportation ticketing and administration service, software, and related materials (collectively, the “**Service**”) which includes a downloadable mobile application (the “**TT App**”) currently available for Android and Apple smartphone devices allowing riders to purchase transit passes using credit or debit cards (among other payment methods that may be added to the Service), and then activate those digital passes which are visually validated by transit operators at the time of use; and

WHEREAS, the Customer seeks to (i) use the Service for the sale and purchase of transit fares to allow riders of Customer’s transit system located in San Luis Obispo and Santa Barbara County (such riders of Customer are referred to herein as “**Riders**”) to ride regular scheduled service on busses of the San Luis Obispo Regional Transit Authority and the South County Transit Authority (pre-paid digital transit fares for Riders purchased through the Service are referred to herein as “**Digital Fares**”) and (ii) to provide Feedback Information (defined below) to TT to enable TT to improve the Service;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties hereby agree as follows:

TERMS AND CONDITIONS

Section 1 Service.

1.1 License Grant; Customer Policy Information.

(a) Subject to the terms of this Agreement, TT grants to Customer, during the Term, a limited, nontransferable, nonexclusive right to access and use the Service, as TT may modify it from time to time, in connection with Customer’s Riders, solely for Customer’s internal purposes. Riders will download the TT App directly from TT and/or TT’s authorized distribution platforms (e.g., the Apple App Store and/or the Google Play Store).

(b) Customer shall provide TT with information

regarding Digital Fares such as refund and Digital Fare expiration information (“**Customer Policy Information**”). TT currently makes available a web portal as part of the Service which is subject to the terms herein (and TT’s then current website terms of service applicable to the web portal, if any) in order for Customer to upload Customer Policy Information and/or access certain data from TT such as payment reports. Customer represents and warrants that it has all rights and authorizations necessary to grant the rights stated in this Agreement, to provide TT with Customer Policy Information, and that the Customer Policy Information is accurate.

1.2 Restrictions. Customer shall not reverse



assemble, reverse compile or reverse engineer the Service including any software, or otherwise attempt to discover any Service source code or underlying Confidential Information (as that term is defined below). For the avoidance of doubt, Customer is not granted any rights to distribute the TT App. Customer will not remove or export the Service or any TT Confidential Information from the United States.

1.3 Support Obligations.

(a) As part of the Services, TT will (i) make available through the TT App the ability of Riders to purchase Digital Fares and, based on the then current functionality of the TT App to view Customer Policy Information as may be provided by Customer and (ii) provide commercially reasonable customer service to Customer's Riders with respect to the functionality of the TT App and to Customer in a manner consistent with the support that it provides all users of the TT App and its other transit customers, as TT determines in its discretion, respectively.

(b) Customer hereby authorizes the sale of Digital Fares to Riders via the Service. Customer shall be responsible throughout the Term (and thereafter as stated in Section 10.3) for (i) ensuring that the correct fare structure, including fees and Digital Fare expiration terms are incorporated into and/or provided through the Service, (ii) validating that each Rider has purchased the correct Digital Fare for the ride, as reflected in the TT App, at the time of the ride, (iii) ensuring that only authorized representatives access the web portal component of the Service on behalf of Customer and that all such data obtained by Customer from TT is used solely as permitted in this Agreement for Customer's internal purposes and in compliance with all applicable laws, rules, and regulations ("**Applicable Laws**"), and (iv) providing all customer support for Riders relating to Customer's transit service, which may include the ability to issue refunds to Riders through the TT web portal. Customer shall honor the Digital Fares and comply with the Customer Policy Information.

1.4 Feedback Information. TT seeks feedback and evaluation from Customer on the performance of the Service ("**Feedback Information**"), which Customer agrees to provide. TT may, at its sole discretion, utilize the Feedback Information to improve or to enhance the Service. With respect to the Feedback Information, Customer hereby assigns to TT any invention, work of authorship, idea, information, feedback or know-how (whether or not patentable) or other Feedback Information that is conceived, learned or reduced to practice in the course of performance under this Agreement and any patent rights, copyrights (including moral rights; provided that any non-assignable moral rights are waived to the extent permitted by law), trade secret rights and all other intellectual property rights of any kind with respect thereto. Customer agrees to take any action reasonably requested by TT to evidence, perfect, obtain, maintain, enforce or defend the foregoing. Feedback Information shall be deemed Confidential Information of TT.

1.5 Retained Rights. Except for the rights expressly licensed pursuant to this Agreement, TT retains all right, title, and interest in and to the Service (and all other products, works, and other intellectual property created, used, or provided by TT for the purposes of this Agreement).

Section 2 Confidentiality.

2.1 Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all code, inventions, know-how, business, technical, and financial information. Rider Data (defined below), and any non-public element of the Service are deemed the Confidential Information of TT without any further marking or designation



requirement. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (a) were available to the public on the Effective Date; (b) become available to the public after the Effective Date, other than as a result of violation of this Agreement by Receiving Party; (c) were rightfully known by the Receiving Party prior to its receipt thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party received from a third party without that third party's breach of agreement or obligation to the Disclosing Party; (f) are independently developed by the Receiving Party; or (g) are subject to disclosure without exception under the California Public Records Act (Govt. Code section 6250 et seq.)

2.2 Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. For the avoidance of doubt, Confidential Information may be shared with the Receiving Party's employees, contractors, agents, sub-contractors, or consultants as required to perform Receiving Party's obligations hereunder; provided that, such individuals have agreed to be bound by obligations of confidentiality that are at least as restrictive as those contained in this Section 2. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior timely notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance. Absent the entry of a protective order, the Disclosing Party shall disclose only such information as is necessary to be disclosed in response to such subpoena, court order or other similar document.

Section 3 Rider Data.

3.1 Rider Data. The phrase "**Rider Data**" means and refers to any data provided or inputted by or on behalf of the Customer's Riders via the Service (e.g., through the TT App) for the sale or purchase of Digital Fares using the TT App, which may include email address, full name, cardholder information, credit cards or debit card information and bank information of the Riders, and any other data as described in TT's privacy policy for the TT App (as that privacy policy may be amended from time to time). Customer agrees and acknowledges that TT has a direct relationship with Customer's Riders via the TT App through which it collects Rider Data (along with similar data from riders of other transit customers of TT), and accordingly, Rider Data is owned and controlled by TT.

3.2 TT Obligations. TT shall:

(a) use the Rider Data in compliance with its privacy policy (as it may be updated from time to time) and Applicable Laws; (b) comply with applicable Card Networks' Operating Rules (i.e., applicable PCI standards, if any), as the same may be amended from time to time; provided, however, that Customer agrees and acknowledges that TT uses the services of third party payment processors who, as between TT and such third party, shall be solely responsible for their acts and omissions; and (c) maintain commercially reasonable industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Service and Rider Data.

3.3 Customer Obligations. In the event that TT, in its sole discretion, shares any Rider Data with Customer, Customer shall (a) use (i) Rider Data at all times in compliance with the terms of this Agreement and (ii) personally identifiable Rider Data for the sole purpose of providing customer support to Riders during the Term; (b) use Rider Data in compliance with the then current TT privacy policy, Applicable



Laws, and Card Networks' operating rules (as the same may be amended from time to time), and any written instructions from TT; (c) maintain industry-standard administrative, physical, and technical safeguards to protect the security and integrity of Rider Data and notify TT in the event of any unauthorized access to, loss of, or use of Rider Data; (d) return or securely destroy such Rider Data at the request of TT and (e) treat such Rider Data as the Confidential Information of TT.

Section 4 Fees and Payment.

4.1 Fees. In consideration for the Services set forth herein, the Customer will pay a fee ("**Fee**") in the form of commissions retained by TT for Digital Fares purchased by Riders through the Service during each calendar month as follows:

For each Digital Fare purchased by a Rider for use on Customer's transit system during the Term, TT will retain a Fee of (a) 10% of the gross total proceeds of the transaction processed by the Service that is greater than or equal to \$2.00 and (b) \$.06 + 7% of the gross total proceeds of the transaction processed by the Service that is less than \$2.00.

TT will forward the net total proceeds (less the Fee), taking into account any refunds, credits, chargebacks in accordance with TT's then current policy, or other make-goods granted, to Customer on a monthly basis, within 5 business days following the end of each calendar month; for the avoidance of doubt, TT may delay payment if a negative balance occurs until Customer has a positive balance in its account.

4.2 Reports. TT shall provide Customer with reports showing the Fee calculation and/or access to an online reporting system as part of the Service ("**Reports**"). If Customer believes that TT has calculated the Fee incorrectly, Customer shall notify TT by no later than 30 days after the date on the first Report in which the error or problem appeared. TT will investigate such alleged error or problem, and will

provide Customer an adjustment or credit if such error or problem is confirmed by TT.

4.3 Taxes. Each Party will be responsible for any applicable taxes and TT may withhold from any payments to Customer any taxes that are required to be withheld under Applicable Laws.

Section 5 Customer Identification; Use of Trademarks.

For the term of this Agreement, TT may disclose to third parties that Customer is one of its customers (including, without limitation, by using Customer's name(s), mark(s), and logo(s) in its publicity and marketing materials, its website, social media and in the connection with the Service). Similarly, during the Term, Customer is authorized to use TT's name, mark(s) and logo(s) in Customer's municipal publications, website, social media, publicity and marketing materials, solely for publicizing the availability of the Service to its Riders.

Section 6 Warranty Disclaimer.

TT represents, and Customer acknowledges and agrees, that the Service is experimental in nature and that the Service, including all components thereof (e.g., the TT App), and access thereto are provided "AS IS" and may not be fully functional. TT DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THE SERVICE, WHETHER LEGAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER LEGAL, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, TT MAKES NO



WARRANTY, AND PROVIDES NO CONDITIONS, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.

Section 7 Indemnification.

7.1 TT Indemnification. TT shall indemnify, defend and hold harmless Customer from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) the TT's breach of confidentiality obligations under Section 2 of this Agreement; and (b) the willful misconduct or the gross negligence of TT, its officers, agents, and employees.

7.2 Customer Indemnification. Customer shall indemnify, defend and hold harmless TT from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from (a) claims, including from Riders, regarding or relating to Customer's transit service including claims relating to unauthorized use by Customer of Rider Data and (b) the willful misconduct or the gross negligence of Customer, its officers, agents, and employees.

7.3. Conduct. A Party's indemnification obligations under Section 7 shall not apply unless: (a) the indemnifying Party has the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim; (b) the indemnified Party cooperates; and (c) the indemnified Party gives the indemnifying Party prompt written notice of any threat, warning, or notice of any such claim or action, with copies of any and all documents the indemnified Party may receive relating thereto.

Section 8 Damage Disclaimer and Liability Limitation.

8.1 Disclaimer of Damages. TT's aggregate maximum liability for damages arising out of or in connection with this Agreement, whether based upon a theory of contract or tort (including negligence) or otherwise, shall not exceed the amount of the Fee paid or due during the prior 12 month period. The Parties further acknowledge that nothing in this Section 8.1 shall be deemed to waive the rights to equitable relief.

8.2 Exclusion of Certain Damages. Subject to (i) Customer's obligation to pay Fees, (ii) breach of Section 1.2, and (iii) Customer's infringement of TT's intellectual property rights, to the maximum extent permitted by law, in no event shall either Party be liable for any special, punitive, consequential, incidental, or indirect damages, including loss of profits, income, goodwill, cost of procurement of substitute goods or services, or revenue, in connection with this Agreement.

8.3 Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY AND REMEDY IN THIS AGREEMENT : (a) ARE MATERIAL AND BARGAINED FOR BASES OF THIS AGREEMENT; AND (b) THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

Section 9 Non-Assignment.

Neither Party may assign or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that TT may assign or transfer this Agreement or any interest therein to an affiliate or a successor to all or



substantially all of its business or assets, whether through an acquisition, merger, change of control, or otherwise. Any attempted assignment or transfer in violation of this Section shall be void and without effect.

Section 10 Term; Termination.

10.1 Term. This Agreement will commence upon the Effective Date and continue in effect for a period of 365 days commencing upon public launch of the Service for use with Riders, unless earlier terminated as set forth herein (“**Initial Term**”). Unless terminated earlier as permitted herein, the Agreement will be extended automatically for successive additional terms of 90 days at the end of the Initial Term and each renewal term (collectively, the “**Term**”).

10.2 Termination. Either Party may elect not to renew this Agreement by giving written notice to the other Party at least 20 days prior to the end of the then current (initial or renewal) term. Either Party may terminate this Agreement for any reason or no reason upon 30 days’ written notice to the other Party at the address listed above, or immediately upon notice of any breach by the other Party of the provisions of this Agreement. Upon termination, the license granted hereunder will terminate and Customer shall immediately return or, at TT’s election permanently destroy, any and all documents, notes and other materials regarding the Service to TT, including, without limitation, all software, Confidential Information, including any Rider Data, and all copies and extracts of the foregoing. At TT’s request Customer will certify that all Rider Data has been permanently deleted.

10.3 Obligations to Customer’s Riders Upon Termination. Upon termination or expiration of this Agreement (a) TT shall terminate the right of the Customer’s Riders to purchase any new fares on Customer’s transit service and (b) TT and Customer shall each keep active the right of customers to activate and use existing pre-purchased but unused

Digital Fares for a period of 120 days from the expiration or termination date of this Agreement. For the avoidance of doubt, TT shall have no obligation to support pre-purchased Digital Fares for more than 120 days after termination or expiration of this Agreement regardless of Customer’s policy.

Section 11 General

11.1 Applicable Law. This Agreement shall become effective only upon its execution by both TT and Customer and it shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions therein. The jurisdiction and venue for actions related to then subject matter of this Agreement shall be the California State and United States Federal Courts and each Party hereby submits to the personal jurisdiction of such courts.

11.2 Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

11.3 Force Majeure. If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a Party or its subcontractors, the Party so affected shall be excused from such performance to the extent of such prevention or restriction.

11.4 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties or other agreements between the Parties, in connection with the subject matter of this Agreement except as specifically set out



in this Agreement. Any modifications of this Agreement must be in writing and signed by both Parties.

11.5 Notices. All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed received when delivered personally, by email, or on the third business day after deposit in the mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals to the Customer:

San Luis Obispo Regional Transit Authority
174 Cross Street, Suite A
San Luis Obispo, CA 93401
Attention: Tania Arnold, CFO
All notices, demands, requests or approvals to TT:

Token Transit, Inc.
350 Townsend St. Suite 110,
San Francisco, CA 9410
Attention: Morgan Conbere

11.6 Equitable Relief. Due to the unique nature of the Parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

11.7 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the

other Party, or both Parties as Parties to a joint venture or partners for any purpose.

11.8 Headings and Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.10 Survival. Sections 1.2, 1.3(b), 1.4., 1.5, 2, 3.1, 3.3, 4 (e.g., for Fees not yet paid as of termination), 5, 6, 7, 8, 10.2 (obligations upon termination), 10.3, 11.1-11.10 and other terms which by their nature are intended to survive, shall survive termination or expiration of this Agreement.

11.11 Insurance. Each Party shall maintain throughout the Term insurance as it deems appropriate in connection with its respective obligations hereunder.

[SIGNATURE PAGE FOLLOWS]



In witness whereof, the Parties, having all required authority, have caused this Agreement to be executed on the date and year first written above.

San Luis Obispo Regional Transit Authority

[SIGNATURE]

By: Tom O'Malley, President _____
NAME AND TITLE

TOKEN TRANSIT, INC.

By: _____
Name: _____
Title: _____



BEACON HARDWARE ADDENDUM
TOKEN TRANSIT™ AGREEMENT
FOR [SOFTWARE AND SUBSCRIPTION SERVICES]

This Beacon Hardware Addendum (the “**Beacon Addendum**”) dated _____, 201__ (the “**Beacon Addendum Effective Date**”) is incorporated into and a part of the [Agreement for Token Transit Software and Subscription Services] (the “**Agreement**”) dated _____, 201__ by and between Token Transit, Inc., a Delaware corporation (“**TT**”), with its principal place of business located at 350 Townsend St. Suite 110, San Francisco, CA 9410, and [TRANSIT PARTY], a [LEGAL ENTITY TYPE] (“**Customer**”), with its principal place of business located at [ADDRESS] (each of TT and Customer may be referred to as a “**Party**”) with respect to the following:

WHEREAS, Customer has entered in the Agreement and desires to upgrade the Service (as defined in the Agreement) by using hardware beacons (“**TT Beacons**”) installed on Customer’s vehicles that will be used to validate that each Rider has purchased the Digital Fare for the ride, as reflected in the TT App, at the time of the ride, as well as the tracking of Riders (e.g., on-boarding and off-boarding at particular locations) for analytical purposes [(pre-paid digital transit fares for Riders purchased through the Service are referred to herein as “Digital Fares”)]; and

WHEREAS, TT desires to make the TT Beacons available to Customer solely for use with and as part of the Service during the term of the Agreement, subject to the terms and conditions in the Agreement and this Beacon Addendum.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

1. Relationship to the Agreement. All capitalized terms not defined in this Beacon Addendum have the same meaning given to them in the Agreement. Except as expressly provided in this Beacon Addendum, the Agreement applies without modification.
2. TT Beacon Overview. The TT Beacon upgrade to the Service allows smartphones to communicate to the Service where and when Digital Fares are being used, by allowing Riders to wave their mobile device in front of the TT Beacon. Additionally, the TT Beacons are integrated into the Service and allow TT to provide Customer with detailed **aggregated and/or anonymous** information such as the number of Rider trips taken using the Service, total miles traveled, and aggregated origin-destination data, with respect to those Riders who have Bluetooth-based location tracking, device location, or Near Field Communication services enabled.
3. Term and Termination.

3.1. **Term and Renewal.** The initial term of this Beacon Addendum shall be 12 months from the Beacon Addendum Effective Date (the “**Annual TT Beacon Term**”). During the Term of the Agreement the Annual TT Beacon term will automatically renew for consecutive annual periods unless either Party provides notice at least 30 days prior to the end of the then current Annual TT Beacon Term; provided, however, that TT may terminate an Annual Beacon Term at any time for convenience and without liability, for example if it cancels

the TT Beacon program, subject to providing a pro-rata refund of fees paid pursuant to this Beacon Addendum during the applicable Annual TT Beacon Term.

3.2. **Termination.** Either Party may terminate this Beacon Addendum if the other Party commits a material breach that remains uncured following 30 days prior written notice. This Beacon Addendum shall automatically terminate upon the expiration or termination of the Agreement for any reason. Upon expiration or termination of this Beacon Addendum, Customer shall return or destroy the TT Beacons to TT, unless TT agrees otherwise.

4. TT Beacon Pricing and Payment.

4.1. **Fee.** TT charges a yearly service fee based on the number of vehicles using TT Beacons. The current pricing for Customer to install and use the TT Beacons in connection with the Service, as described herein is \$300 per vehicle per Annual TT Beacon Term. This fee is in addition to any fees stated in the Agreement.

4.2. **Taxes.** Customer acknowledges that it is responsible for any sales, value-added, use or other taxes, tariffs and governmental charges that are due in connection with the TT Beacons and provision of the Services described in this Beacon Addendum (and the Agreement) (except taxes based on TT's net income for which TT shall be solely responsible), and that if TT is required to pay any such taxes or charges based on the Services or other items provided to Customer, then such charges shall be billed to and paid by Customer. Customer shall obtain and provide to TT any certificate of exemption or similar document required to exempt any transaction under the Agreement from sales tax, use tax or other tax liability.

4.3. **Payment.** Customer shall make full payment within 30 days of the invoice date for invoices provided herein. All payments shall be made in U.S. Dollars. In addition to any other remedies available to TT hereunder, if Customer fails to pay any amounts within thirty (30) days after payment is due or delivery of the invoice if applicable, then Customer shall pay TT a late payment charge equal to 1.25% per month (or the highest rate permitted by law, if lower). TT additionally reserves the right to deduct any fees from amounts otherwise due to Customer pursuant to the Agreement, in the event Customer does not pay within 30 days of the invoice date.

4.4. **Fee Increases.** After the first three Annual Beacon Terms, in the event the Agreement remains in effect, TT may increase the price for the upcoming Annual TT Beacon Term by providing notice at least 45 days before the commencement of that Annual TT Beacon Term.

4.5. **Upgrades.** TT may offer upgraded TT Beacons if and as made available by TT to its customers during the Term.

5. TT Beacon Services Integration. The TT Beacon add-on to the Service comprises the following hardware and services:

5.1. **TT Beacon Hardware** – TT provides beacons that will work on vehicles of any size. Beacons are battery powered. The TT Beacon is currently BLE Beacon Hardware, which is subject to change. The Beacons are designed to be detected in the background on smartphones running Android 4.3 or later or iOS 9 or later (over 99% of Token Transit smartphone users as of July 2017). Agency will install the TT Beacons. TT Beacons will come with 3M adhesive suitable for mounting the Beacons or alternative mounting hardware if required. TT will provide guidance on preferred placement of the TT Beacons to optimize the Beacon signal.

5.2. **Analytics Dashboard** – TT Beacon hardware unlocks the origin–destination analytics dashboard in the TT agency portal of the Service; provided that Customer has provided TT with stop, trip, origin, and vehicle identification numbers along with other information required by TT in order to provide the analytic data. The dashboard provides detailed origin-destination data by stop as well as detailed visualizations of the aggregate data. It does not provide name, email address, phone number, unique identifier or other contact information of Riders or other TT customers. Current examples of sample reports, which TT may modify in its sole discretion, include the following:

Aggregate Trip Table

Origin Stop	Destination Stop	Total Riders
1234	5678	10
2345	6789	18

Example of Anonymized Raw Trip Data

gtfs_trip_id	vehicle_id	origin_stop_id	origin_timestamp	dest_stop_id	dest_timestamp
1437	25	2	19/7/2017:06:36:15	4	19/7/2017:07:06:48

6. Disclaimer; Indemnification. For the avoidance of doubt, this Beacon Addendum and the TT Beacons and all related services described in this Beacon Addendum are subject to the Agreement, including, without limitation, TT’s liability limitation, warranty and damages disclaimer. The Parties’ confidentiality and data privacy obligations, including Customer’s obligations pertaining to Rider Data apply to all data provided to Customer pursuant to this Beacon Addendum. TT expressly does not represent the accuracy of the TT Beacons, the percentage of Riders that will have location tracking in connection with TT Beacons enabled, that they will function at all times, and, as stated in the Agreement, Customer acknowledges that their use is “As Is” without any representation or warranties of any kind. Nothing in this Beacon Addendum obligates TT, and TT does not intend, to provide personal data of Riders or other TT customers, but only aggregated and/or anonymized data. Customer shall at all times use all such data in accordance with applicable law and TT’s then current privacy policy and in no event shall Customer directly or indirectly link (or attempt to link) TT Beacon data with personally identifying data. Customer, and not TT, shall be responsible for ensuring that the use of the TT Beacons as described herein complies with all applicable laws, rules and regulations. Customer shall fully defend, indemnify and hold TT harmless pursuant to the Agreement for the use of the TT Beacons and any data provided hereunder.

In witness whereof, the Parties, having all required authority, have caused this Beacon Addendum to be executed on the date and year first written above.

[CUSTOMER NAME]

[SIGNATURE]

By: _____
NAME AND TITLE

TOKEN TRANSIT, INC.

By: _____
Name: _____
Title: _____

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
SEPTEMBER 5, 2018
STAFF REPORT**

AGENDA ITEM: C-4

TOPIC: Amendment to CBA for Health Coverage

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt Amendment to CBA for Health Coverage

BACKGROUND/DISCUSSION:

As part of the Collective Bargaining Agreement (CBA) with Teamsters Local 986 dated January 1, 2018, Article 24 – Health, Dental, Vision and Life Insurance was adopted. Section 2 of that Article addresses RTA’s contributions towards the various insurance premiums in Item B.

Included in this agenda is agenda item B-2 regarding RTA joining CSAC EIA small group health benefits program effective January 1, 2019. That change from our current health insurance options has resulted in the need to amend the current CBA to reflect the new plan names and contribution structure.

On August 27th and 28th the RTA held informational meetings regarding the changes in insurance and after each meeting, employees covered by the CBA were invited to stay and cast ballots regarding the proposed amendment to the CBA. Page C-4-3 to C-4-4 include the red-line version of the tentatively agreed upon amendment to Article 24 as well as a clean version.

The result of the vote on August 27th and 28th was unanimous in favor.

Staff Recommendation

Adopt the amendment to the CBA as included as Attachment 2 (page C-4-4) of the letter dated August 24, 2018 from the RTA to Mr. Cliff Reynolds.



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

August 24, 2018

Mr. Cliff Reynolds
Business Representative
Teamsters Local 986
204 North Broadway
Santa Maria, CA 93454

RE: Proposed Changes to Article 24 of the Collective Bargaining Agreement

Dear Cliff:

Per our recent discussions, we have tentatively agreed on changes to the RTA health, dental and vision benefits package. Please find attached two documents:

1. Attachment 1: A "red-line" version of the Article 24 Section 2 Item B of the CBA. Please note that any deletions to existing language is ~~crossed-out~~, while any new language is underlined.
2. Attachment 2: A "clean" version of the Article 24 Section 2 Item B of the CBA.

We look forward to presenting the new health, dental and vision plans to all RTA employees on August 27th and 28th, with open enrollment to occur on October 15th and 16th. After consideration by your members, I plan to bring a CBA amendment to the RTA Board at a future meeting.

Sincerely,

Geoff Straw
RTA Executive Director

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

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

Attachment 1: Red-Line Version of Tentatively Agreed Amendment to Article 24

For Full-Time employees, RTA will pay for 93% of the monthly premiums to provide the enhanced healthcare plan (as of January 1, ~~2017~~ 2019, this plan is known as the "Solutions Gold PPO Plan") for the employee, as well as 93% of the ~~Anthem Blue Cross Dental Complete Delta Dental~~ and ~~Blue View VSP~~ Vision plans. For Part-Time/Health-Benefited employees, RTA will pay for 93% of the monthly premiums to provide the ~~base enhanced~~ healthcare plan for the employee. The employee will be responsible for the remaining 7%, as well as 100% of the additional monthly premiums should the employee choose a ~~richer medical plan and/or~~ to cover a spouse/dependents on the Gold PPO Plan. For example, based on January 1, ~~2017~~ 2019 rates, a Full-Time employee who has selected the Solutions Gold PPO Plan will pay ~~\$40.98~~ \$54.30 per month, while an employee who has selected the Classic Silver PPO Plan will ~~pay \$132.40 per month~~ will be provided coverage for the employee only at no cost. Employees who choose the Affordable Care Act-qualifying healthcare plan option (as of January 1, ~~2017~~ 2019, known as the "HSA Plan Silver PPO") would ~~not be required to continue to contribute toward the monthly medical/dental/vision premium~~ be provided an allowance of \$50 per month toward health insurance premiums to cover a spouse/dependents.

Attachment 2: Clean Version of Tentatively Agreed Amendment to Article 24

For Full-Time employees, RTA will pay for 93% of the monthly premiums to provide the enhanced healthcare plan (as of January 1, 2019, this plan is known as the "Gold PPO Plan") for the employee, as well as 93% of the Delta Dental and VSP Vision plans. For Part-Time/Health-Benefited employees, RTA will pay for 93% of the monthly premiums to provide the enhanced healthcare plan for the employee. The employee will be responsible for the remaining 7%, as well as 100% of the additional monthly premiums should the employee choose to cover a spouse/dependents on the Gold PPO Plan. For example, based on January 1, 2019 rates, a Full-Time employee who has selected the Gold PPO Plan will pay \$54.30 per month, while an employee who has selected the Silver PPO Plan will be provided coverage for the employee only at no cost. Employees who choose the Affordable Care Act-qualifying healthcare plan option (as of January 1, 2019, known as the "Silver PPO") would be provided an allowance of \$50 per month toward health insurance premiums to cover a spouse/dependents.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

September 5, 2018

STAFF REPORT

AGENDA ITEM: C-5

TOPIC: Joint SoCo Transit and Dial-A-Rides Short Range Transit Plans Services

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Authorize Executive Director to Issue a Request for Proposal (RFP) to Conduct Joint Short Range Transit Plans Study

BACKGROUND/DISCUSSION:

The 2011 Short Range Transit Plans for South County Transit and for Nipomo Dial-A-Ride expired in 2016. Staff submitted a Caltrans Section 5304 grant application to update these two plans in 2016, but the project ultimately was not selected for funding. Staff subsequently secured FTA Section 5307 funds to update these plans, with local match coming from Senate Bill 1 funds.

The scope of work included in the attached draft Request for Proposals document is based on the documents used for the successful 2016 joint planning effort completed for the RTA and SLO Transit. Besides the Nipomo DAR program, we also included the smaller general public Dial-A-Ride services provided in the city of Paso Robles and in the communities of Shandon and Templeton. This will allow a holistic review of these four systems.

Staff estimates that the procurement process will require approximately two months to publish the RFP and recommend a successful consultant team. Staff would then bring a draft agreement back to the RTA Board for consideration at the November 7th meeting. Once a contract is executed by RTA, it will take approximately 12 to 16 months to complete the study.

Staff Recommendation

Staff requests the Board's concurrence to authorize the Executive Director to issue a Request for Proposal to purchase services for a Joint Short Range Transit Plan. No additional funds are being requested.

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**San Luis Obispo Regional Transit Authority (RTA)
Request for Proposals**

Joint Short Range Transit Plans for SoCo Transit and DARs

Proposal Release Date

**September 10,
2018**

Proposal Submittal Due Date

October 24, 2018 at or before 5:00 pm (PST)

Four printed copies and one digital copy of your firm's proposal should be submitted to the attention of the undersigned;

Mail completed proposals to:

Phil Moores
Project Manager
San Luis Obispo Regional Transit Authority,
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4465

pmoores@slorta.org

Questions regarding the solicitation process and the scope of work should be directed to Phil Moores at (805) 781-4467. All questions should be submitted in writing by mail, e-mail no later than 5:00 p.m. on Wednesday, October 10, 2018. These questions, along with their answers, will be forwarded to all known RFP recipients.

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SECTION I – PROPOSAL SCHEDULE

September 10, 2018	Publish RFP
September 26, 2018 at 2 p.m.	Non-mandatory pre-proposal meeting 179 Cross Street, San Luis Obispo, CA 93401
October 10, 2018	Questions/clarifications due
October 24, 2018	Proposals Due
October 31, 2018	Proposer Interviews (If Needed)
Week of November 5, 2018	Final Selection and Notice to Proceed

Proposal Process and Scope of Work Questions:

Proposers are encouraged to submit questions, preferably via email, regarding the RFP by Wednesday, October 10, 2018 prior to 5:00 p.m. These questions, along with the RTA's responses, will be forwarded to all known RFP recipients.

To:

Phil Moores
San Luis Obispo Regional Transit Authority
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4467 Voice
pmoores@slorta.org

SECTION II – INTRODUCTION & BACKGROUND

A. INTRODUCTION

The San Luis Obispo Regional Transit Authority (RTA) intends to retain a qualified and committed professional transportation planning firm or team of firms to prepare coordinated Joint Short Range Transit Plans for South County Transit (SoCo Transit) and the four general public Dial-A-Ride services operated by the RTA in Nipomo, Paso Robles, Shandon and Templeton. The Joint Plans planning horizon is from FY19-20 through FY26-27. The specific work requirements are detailed in SECTION III SCOPE OF WORK.

B. BACKGROUND

The RTA is a joint powers agency comprised of the Cities of San Luis Obispo, Morro Bay, Atascadero, Arroyo Grande, Paso Robles, Grover Beach, Pismo Beach and the County of San Luis Obispo. The RTA provides administrative oversight, dispatching and vehicle maintenance for South County Transit (SoCo Transit) fixed-route services. The RTA also directly operates general public Dial-A-Ride (DAR) programs in Nipomo, Shandon and Templeton on behalf of San Luis Obispo County Area Transit and in Paso Robles on behalf of the City of Paso Robles.

C. RTA RIGHTS

The RTA reserves the right to cancel this Request for Proposals (RFP) or postpone the date and time for submitting proposals at any time prior to the proposals due date. The RTA specially reserves the right to reject any or all proposals including, without limitation, nonconforming, nonresponsive, or conditional proposals, to investigate the responsibility of any Proposer, to reject any provisions in any proposal, to waive any informalities or non-material deviations in any proposal, to request new proposals, or to proceed to obtain the services otherwise. No Proposer shall have the right to make a claim against The RTA in the event the RTA accepts a proposal or does not accept any or all proposals.

SECTION III – SCOPE OF WORK

The primary objectives of the Joint Plans effort are as follows:

1. To assess the current and projected conditions (demographic, socioeconomic, land use and operating) in the study area.
2. To assess SoCo Transit and RTA-operated Dial-A-Ride services in light of existing goals, objectives and standards to determine appropriate and sustainable service levels.
3. To develop a financially constrained plan for the two services, in light of projected economic conditions and opportunities for coordination/consolidation (where warranted).
4. To identify and make recommendations for individual and joint service efficiencies, systems integration, and cost-sharing opportunities.

A Study Steering Committee will be assembled for this Joint Plans study effort, and it will be comprised of three staff persons from the RTA, as well as one SLOCOG staff person.

For the most part, Working Papers described below will be presented by RTA staff for advice and recommendations to SoCo Transit's Executive Committee, which serves as an advisory body to the SoCo Transit Board of Directors. The Executive Committee is comprised of the three City Managers from the cities of Arroyo Grande, Grover Beach and Pismo Beach; SLO County may also designate one representative to participate in discussions on Working Papers. RTA staff will also present the working papers for the Nipomo, Paso Robles, Shandon and Templeton Dial-A-Rides to appropriate officials. Where indicated, the Consultant will make presentations with assistance from RTA staff.

To encourage robust public participation beyond that required in the RTA's existing public participation policies, focused efforts will be undertaken at key points in the Joint Plans study process. At a minimum, three sets of public open house meetings will be conducted:

1. To consider and recommend acceptance of the Working Paper #1 (overview of existing systems),
2. To present and consider acceptance of Working Papers #4 through #6 (alternatives analyses).
3. To consider recommendation of the draft Joint Plans for acceptance by each agency's governing board.

Each set of meetings will be conducted in Nipomo, in Paso Robles, as well as in one of the SoCo Transit jurisdictions. The Consultant will provide a Spanish-speaking interpreter at all public meetings, and will translate any public notices into Spanish. These meetings will be preceded by enhanced public outreach efforts facilitated by the RTA to seek input from the transit riding and non-riding communities. In order to engage riders and other stakeholders further in this process, the RTA will include information about the projects on its website, as well as ongoing communications through emails and the RTA Facebook page. As appropriate, the RTA will use existing on-bus noticing systems (paper Rider Alerts and/or LCD screen notices) to provide periodic updates to riders.

A summary of the tasks for the Joint Plans are provided below:

1. Project administration
2. Confirm project goals and finalize scope of services and work plan / schedule
3. Overview of transit systems
4. Goals, objectives and standards applicable to each system
5. Service and System Evaluation
6. Service, capital, institutional and financial alternatives analyses
7. Administrative Draft Plans
8. Public Draft Plans
9. Final Plans

The sections below detail each task with related task deliverable information and responsible parties. All interim documents must be provided in MS Word and MS Excel to facilitate comments from the Joint Plans Steering Committee. In addition, all interim and final documents will be provided in PDF format to facilitate sharing with the public on the RTA and SLOCOG websites.

Task 1.0 Project Administration

The Joint Plans Project Manager is the RTA Operations Manager. The Project Manager will work closely with the RTA Grants Manager to administer the FTA Section 5307 grant that primarily funds this Joint Plans study.

Based on evaluation criteria spelled out in the RFP package, a select number of Steering Committee members will rank the submittals independently and then convene to discuss their findings and recommendations for final award by the RTA Board of Directors. If necessary, interviews will be conducted in San Luis Obispo.

The Consultant will submit to the Project Manager a written summary of the Joint Plans status with a complete itemization of charges on a monthly basis.

Task 1.0 Administer the Joint Plans Project	Deliverables	Lead Role(s)
RFP and Consultant Selection	Outreach to consultant networks; team selection; panel interviews; and final contract award by policy board	<i>Study Steering Committee and prospective consultant teams</i>
Monthly status report	Invoices and processing	<i>Consultant; Project Manager</i>

Task 2.0 Confirm Project Goals and Finalize Scope of Services and Work Plan

Kick off meeting with the RTA and selected Consultant(s) to negotiate final task budget and determine final schedule with milestones and deliverables.

Task 2.0 Plan Goals and Scope/Budget Adoption	Deliverables	Lead Role(s)
Kick off meeting	Meeting agenda and minutes; finalized budget and detailed project schedule	<i>Consultant</i>

Task 3.0 Overview of Transit Systems

Since October 2015, all SoCo Transit and Beach Trolley vehicles use GPS-based technologies provided by Connexionz, including Automatic Passenger Counters provided by UTA. This provides boarding and alighting data by route, run, hour, bus stop, etc., as well as on-time performance, passenger loading and other data. In addition, SoCo Transit vehicles use GFI electronic fareboxes. Finally, for the past six years, the DAR services have used RouteMatch for computerized dispatching. We expect the Consultant to creatively use this data to evaluate existing services and to assist in the development of service and financial alternatives.

The Consultant will work with the RTA to prepare an overview of the existing transit systems in the area, specifically:

1. Brief History
2. Governance
3. Organizational Structure (use graphic format)

4. Transit Services Provided and Areas Served – Describe fixed route, demand responsive, and connecting services and areas served, and the number of weekday peak vehicles required for each type of service.
 - a. Fixed Route Services, including local, regional, express & other services.
 - b. Demand Responsive Services, including services provided under partnership agreements, such as:
 - i. Runabout service, the complementary ADA paratransit services throughout SLO County,
 - ii. Five Cities Senior Shuttle services provided by Ventura Transit services (VTS), and
 - iii. Countywide Senior Shuttle services provided by Ride-On and VTS.
 - c. Connecting services provided by others in San Luis Obispo County and adjacent counties, including:
 - i. RTA Route 10 service between San Luis Obispo and Santa Maria,
 - ii. Santa Maria Area Transit,
 - iii. Ride-On Agricultural Workers Vans in northern Santa Barbara County, and
 - iv. Veteran’s transportation program run through the Veteran’s Administration and Ride-On.
5. Fare Structure – For fixed route and demand responsive services, and for inter-operator transfers.
6. Revenue Fleet – Provide a general description of the revenue vehicle fleet. Identify the non-revenue fleet separately. The description can be in narrative or graphic format, or a combination of both. (This description differs from the detailed inventory required under Task 6 of this document).
7. Existing Facilities – Describe individual or grouped facilities, including administrative, maintenance and fueling, vehicle storage, park & ride, and bicycle facilities.
8. Review of the status of Findings and Recommendations made in recent plans or studies. All of these plans and studies can be downloaded from www.slocog.org. These documents include:
 - a. 2016 RTA Short Range Transit Plan (RTA lead)
 - b. 2015 Ride-On Short Range Transit Plan Update (SLOCOG lead)

- c. 2014 Regional Transportation Plan (SLOCOG lead)
- d. 2014 US 101 Mobility Master Plan (SLOCOG/Caltrans lead)
- e. 2013 Park & Ride Lot Study (SLOCOG lead)
- f. 2012 Bus Rapid Transit Feasibility Study (SLOCOG lead)
- g. 2011 SoCo Transit Short Range Transit Plan (RTA lead)
- h. 2011 Nipomo Short Range Transit Plan (RTA lead)
- i. The last two sets of TDA triennial performance audits for each agency
- j. The last three sets of SLOCOG Unmet Transit Needs reports

Task 3.0 Overview of Transit Systems	Deliverables	Lead Role(s)
Overview of existing systems, highlighting changes made since the last Plans were adopted. Status of recommendations from other plans or studies	Working Paper #1: History, governance, service types, fare structures, capital assets	<i>Consultant, with input from the RTA and other stakeholders</i>

Task 4.0 Goals, Objectives and Standards

1. Taking into account recent triennial performance audits and any new findings, the process for establishing, reviewing, and updating goals, objectives, and standards will be outlined. Goals and objectives should be comprehensive and address all major areas of operator activities, including principles and guidelines under which new service would be implemented. Performance standards should be measurable, and should address both the efficiency and effectiveness of the services provided by the operator.
2. Once the Consultant has issued a draft product on recommended changes to the prior goals, objectives and standards, as well as recent performance in relation to the standards, the Study Steering Committee will meet to explore areas where new or revised goals/objectives might be desirable and feasible to achieve in the near or longer terms. The results of this meeting will be presented in public meetings by the Project Manager to the Executive Committee.
3. Portray and discuss new or revised goals and related objectives and standards; identify potential changes from prior SRTPs.

Task 4.0 Goals, Objectives and Standards	Deliverables	Lead Role(s)
Update each agency's mission statement as well as previous goals, objectives and standards, and look for possible common goals between the two systems	Working Paper #2: Matrices to compare prior goals, objectives and standards with newly recommended ones by system with supporting narrative	<i>Consultant</i>

Task 5.0 Service and System Evaluation

1. **Service Standards:** Evaluate route-level and system-wide performance against current service standards. Describe the evaluation process, including how the existing and robust ITS data should be used as part of the evaluation process. Evaluate the three most recent years for which complete data is available in order to determine any trends. At a minimum, evaluate performance measures relating to effectiveness and efficiency. Key performance measures should include passengers per revenue vehicle hour, passengers per revenue vehicle mile, overcrowding based on vehicle load factors, operating cost per revenue vehicle hour, operating subsidy per passenger-trip, farebox recovery ratio, average fare, subsidy per passenger-trip, and on-time performance. Some of this data will be readily available from the most recent TDA triennial performance audits and more recently from ITS data.
2. **Peer System Analysis:** Evaluate fixed route and DAR services using a list of candidate systems to access the performance relative to a group of similarly-sized transit systems. Present the analyses in three parts: describe the process to select the group, present the analysis of performance indicators, and discuss the results of the analysis.
3. **Demographic and Transit Standards Analysis:** Provide maps that spatially depict transit-oriented demographic and socioeconomic characteristics. Transit-oriented variables to be used for the analysis should include:
 - a. Population density
 - b. Density of the population under the age of 18
 - c. Density of the population over the age of 65
 - d. Percentage of the population with disabilities
 - e. Percentage of the population living below the poverty level
 - f. Percentage of zero-car and one-car households

Each of these variables has a strong correlation with transit success, and this data will be mapped by geographic unit and quantile classification to show where demographic and socioeconomic variables lend themselves to potential transit success.

4. **Review of past service:** A retrospective portrayal of performance (e.g., prior five to ten years) may be warranted to exemplify trends, especially if deviations from service standards are found.
5. **Surveys:** Conduct passenger surveys of all SoCo Transit and DAR services during the month of March 2019. The surveys will be provided in English and Spanish, and will include an on-board attitudinal survey of passengers, as well as transfer activity. This data will be compared to real-time GPS-based passenger activity; all fixed buses have UTA automatic passenger counters, and on-time performance data is available through the on-board Connexionz system. In addition, this data will be compared to origin-destination information provided from the RouteMatch software program for DAR services for two typical months (usually, March and October).
6. **Stakeholder Meetings:** Conduct stakeholder meetings and vehicle operator Drop-In sessions.
7. **Recap of Miles, Hours & Ridership:** Provide a three-year retrospective of revenue service hours, revenue service miles, and ridership by Route and Service Type. Evaluate and discuss trends.
8. **TDA Performance Audits:** Provide the dates of the agencies' two most recent TDA Performance Audits, and describe related remedial actions undertaken or currently underway in response to those audits.

Task 5.0 Service and System Evaluation	Deliverable	Lead Role(s)
Evaluation of current services and summaries at system level	Working Paper #3: Comprehensive analysis of quantitative and qualitative performance trends for both agencies by service type; tabulation and graphic illustration of survey responses with comparison to the most recent surveys applicable to each service. Working Papers #1-3 will be presented in Public Meetings #1.	<i>Consultant, with input from the Steering Committee and the public</i>

Task 6.0 Development of Service, Capital, Institutional and Financial Alternatives

The Consultant will first develop a series of service alternatives that could be considered for possible implementation, including the Status Quo alternative. Each service alternative (or group of related alternatives, as appropriate) will be presented in terms of its marginal impact to the number of daily and annual service hours operated, service miles operated, estimated ridership impact, and any necessary changes to the peak number of vehicles needed. A summary table will provide a “snapshot” look at each service alternative (or group, as appropriate), as well as color maps showing any route changes for each alternative and any resulting changes to the schedule tables. This planning exercise will be summarized in Working Paper #4.

Working Paper #5 will present capital alternatives that could be considered over the plan period. These include fleet alternatives (vehicle size/configuration, fuel type, etc.), facility alternatives (bus barn, passenger facilities, bus stop amenities, etc.), and infrastructure (specialized vehicle maintenance equipment, computers/servers, enhanced ITS equipment, security camera equipment, etc.). The analysis will consider both the upfront cost of procuring each piece of equipment and the expected economically useful life, as well as life-cycle costs of each piece of equipment.

Working Paper #6 will focus on two elements: institutional alternatives, and financial alternatives. Institutional alternatives would include marketing plan alternatives, as well as any potential changes to oversight of and/or reporting relationships for the various services operated and/or administered by the RTA. Financial alternatives will include an analysis of existing fare programs and any potential changes, possible new funding sources, and/or cost-sharing arrangements between the RTA and SoCo Transit, SLOCAT and the City of Paso Robles.

Task 6.0 Service, Capital, Institutional and Financial Alternatives	Deliverables	Lead Role(s)
Alternatives Analysis	Working Papers #4 through #6: Detailed description of existing services and recommended changes to reasonably meet future demand in the study area. This information will be presented in Public Meetings #2.	<i>Consultant, using input from the Steering Committee and the public</i>

Task 7.0: Administrative Draft Plans

In the Administrative Draft Plans, the Consultant will demonstrate that the planned level of transit service over the 7-year planning period, including rehabilitation and replacement of capital assets, is sustainable. The Administrative Draft Plans will be based on Working Papers 1-6 as described in Tasks 1-6 above. Two separate documents will be provided, as well as a stand-alone Executive Summary document: one for SoCo Transit and another for the DAR services.

The Administrative Draft Plans will take into consideration the following:

1. Expense forecasts with appropriate inflation rates.
2. Federal, State, Regional and Local revenue projections consistent with the 2018 Update to the Regional Transportation Plan financial assumptions.
3. Labor or service agreements.
4. Competitive demands on funding, and with a close look at SLOCOG regional priorities as well as FTA formula fund allocation policies.

The budget (structured into three separate sections: one SoCo Transit budget, one for Paso DAR and one SLOCAT budget using similar formats) should reflect a “baseline” level of service, taking into consideration the existing levels of service at the time of publication of the Joint Plans. Recommended service changes must also be defined, with their expenses and revenues separately identified in the operating and capital financial plan tables/charts.

The narrative must specifically explain, and spreadsheets clearly isolate in the appropriate year, by mode, any major change in service hours and miles due to deployment of new service or major service reductions.

The narrative must specifically explain, and the spreadsheet clearly isolate by year (e.g., through individual line items) the following:

1. Change in fare revenue due to a fare increase or decrease.
2. Change in fare revenue due to a change in the level of service.
3. Change in expenses due to a change in the level of service.
4. Change in expenses due to a labor or service contract change.

All assumptions that relate to expenditure and revenue estimates must also be documented.

1. The operations budget must be sustainable and balanced each year over the 7-year period.
2. Where increases in local revenues (e.g., fares, sales taxes, general fund revenues) are required in order to sustain existing service levels, describe and discuss the steps and timelines needed to achieve the revenue increases, and the contingent policies and actions that will be taken if the proposed revenue increases do not materialize.
3. If applicable, discuss the use of FTA Section 5307, 5310, 5311, 5311f and 5339 funding under the current FAST Act legislation. Anticipated CMAQ funds will also be presented. The Consultant will provide a description of post-FAST Act assumptions.
4. Separately identify and describe funding contributions (expended or received) for services provided in partnership with other transportation providers in the county, as well as with educational institutions or other social services partners in the public or private sectors.
5. The multi-year operating budget shall utilize SLOCOG 2018 RTP 20-year projections of regional operating revenues.

Describe and discuss the capital programs (vehicles, facilities and equipment) required to carry out the operations and services set forth in the operating plan and budget under Task 6. Include analysis and recommendation for vehicle, facility, and bus stop safety and security equipment, and improvements as part of the program. The Capital Improvement Programs (CIP) should provide the basis for requests for Federal, state and regional funding for fleet and other related capital replacements, rehabilitation, and/or expansion projects.

1. Basis for Revenue Vehicle Projects and/or Proposals, for Replacement, Rehabilitation, and Expansion.
 - a. Describe and discuss policies (or basis), and justification for vehicle replacement.
 - b. Describe and discuss policies (or basis), and justification for rehabilitation and/or retrofit.
 - c. Describe and discuss policies (or basis), and justification for proposed fleet expansion (or contraction).
 - d. Current and future Revenue Vehicle Fleet Inventory:

- i. Vehicle Replacement: Identify replacement projects individually in table format, showing the number of replacement vehicles to be placed in service per year over the seven year planning horizon.
 - ii. Vehicle Rehabilitation (if applicable).
 - iii. Vehicle Expansion (if applicable).
- e. Summary of Revenue Vehicle Fleet Inventory: provide a narrative summary of the vehicle procurement efforts over the seven year planning horizon.
2. Basis for Non-Revenue Vehicle Projects: Replacement, Rehabilitation, and Expansion or Contraction: Discuss replacement, and/or expansion or contraction of non-revenue vehicle fleet.
 3. Basis for Major Facilities Replacement, Rehabilitation, Upgrade, and Expansion Projects of the types listed below. Identify the locations of potential new or expanded facilities to the extent possible. Provide project budget, including costs, sources of funds and amounts from each source, identifying funds that have been programmed, allocated or received, and funds that have not been secured. Separately describe security projects. Specify if replacement and rehabilitation of facilities and equipment results in an asset that differs from the existing asset, and how it differs. Include locations for Administrative, Operations and Maintenance, Fueling facilities, Vehicle storage and staging, transit centers and major bus stops, and bicycle facilities.
 4. Basis for Major Equipment Replacement and/or Upgrade. Discuss current and/or proposed projects. Combine projects into a lump sum and indicate costs, sources of funds and amounts.

Task 7.0 Administrative Draft Plans	Deliverables	Lead Role(s)
Administrative Draft Plans for SoCo Transit and DAR services	Administrative Draft Plan: Detailed summary of existing capital assets, current and future capital shortcomings, and recommended replacement or expansion schedules provided in electronic format.	<i>Consultant, using input from the Steering Committee and Executive Committee</i>

Task 8.0 Public Draft Plans

1. Develop and submit the Public Draft Plans based on Working Papers 1-6 identified in Tasks 2-7 for review to the RTA and SLOCOG..
2. Incorporate any suggested edits and changes suggested by Study Steering Committee on the Administrative Draft Plans during two separate presentations to the RTA and SoCo Transit Boards of Directors. These presentations will be formal Public Meetings for the Draft Joint Plans.
3. Consultant to issue a minimum of six bound hard copies with appendices material in separate binder, in addition to a total of two CDs, for the SoCo Transit and DAR plans.

Task 8.0 Draft Joint Plan	Deliverables	Lead Role(s)
Draft Joint Plans, incorporating previous work products and comments from Steering Committee	Draft Joint Plans in paper and electronic formats, which will be presented at Public Meetings	<i>RTA and Consultant</i>

Task 9.0 Final Plans

1. After incorporate any suggested edits and changes suggested during final presentations to the RTA and SoCo Transit Boards of Directors in the final Joint Plans to the Project Manager.
2. Consultant to issue a minimum of six bound hard copies of each SRTP document with appendices material in separate binder, in addition to a total of two CDs that contain all pertinent materials related to the SoCo Transit and DAR SRTP documents.

Task 9.0 Final Joint Plans	Deliverables	Lead Role(s)
Final Joint Plans for SoCo Transit and the DAR in formal Public Meetings	Submit final plans to Steering Committee and decision-making Boards for review, incorporate comments and submit final report.	<i>RTA and Consultant</i>

SECTION IV – GENERAL INFORMATION

A. GENERAL INSTRUCTIONS

1. In submitting a proposal, Proposers must comply with the performance criteria as set forth in the following instructions. All proposals will be reviewed thoroughly prior to any selection to determine if proposers have met all criteria in these proposal conditions. It is essential that proposers read each of the sections carefully and take action where necessary.
2. Where the word “RTA” is used in these instructions, reference is made to the San Luis Obispo Regional Transit Authority. The words “offer”, “contract proposal”, and “proposal” are synonymous, and it is understood that once the RTA accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this Request for Proposals (RFP) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A Joint Plans Evaluation Committee will review and screen proposals. Proposers submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFP.
4. The RTA may consider proposals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. The RTA reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFP. The RTA reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

B. LIMITATIONS

This Request for Proposal does not commit the RTA to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFP, or procure or contract for services. The RTA reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified sources, or to cancel in part or in its entirety

this RFP if it is in the best interests of the RTA. The contents of the proposal submitted by a proposer may become a contractual obligation if a contract ensues.

C. PROTESTS

In the event a bidder or proposer desires to protest a bid, proposal or an award, the following procedure shall be used.

San Luis Obispo Regional Transit Authority has the Authority to resolve protested solicitations and awards.

1. Right to Protest. Any bidder who objects to the award of contract may protest to the Executive Director prior to the bid award.
2. Authority to Resolve Protests. The Executive Director shall have authority, prior to award, to settle and resolve a protest.
3. Decision Process. If the protest is not resolved by mutual agreement, the Executive Director shall issue a decision in writing, stating the decision and facts supporting the decision and informing the protestant of its right to appeal the decision in accordance with the RTA Purchasing Policy. A copy of the decision shall be mailed or otherwise furnished to the protesting bidder. A decision under this procedure shall be final except that the Executive Director's final decision may be appealed to the Federal Transit Administration (FTA) as referenced in FTA Circular 4220.1F.
4. Proposers shall be made aware of the Federal Transit Administration (FTA) protest procedures referenced in FTA Circular 4220.1F. If Federal funding is involved, FTA will review protests from a third party only when a grantee does not have a written protest procedure or fails to follow its procedures.
5. An appeal to FTA must be received by the cognizant FTA regional or headquarters office within five working days of the date the protester knew or should have known of the violation.
6. A procurement protest log shall be maintained. The log shall indicate key protest dates action taken. Each protest shall be filled with the response letter and any correspondence attached.

D. DEVIATIONS

Proposers will provide the RTA with any suggested deviations to the Agreement and Conditions, and the Scope of Services. If deviations exist, negotiations on specific items will precede any award or contract. Deviations must be submitted at the time of response to the proposal.

E. PROPOSER STATUS

1. All firms doing business with the RTA shall be in compliance with the Federal requirements included in Attachment Two – Federally Required Contract Clauses.
2. All firms doing business with the RTA shall be in compliance with the RTA's insurance requirements, and agree to the professional services agreement Section 4. Indemnity, unmodified.

F. DISADVANTAGED BUSINESS ENTERPRISES

1. The RTA's Disadvantaged Business Enterprise policy authorizes the implementation of a Disadvantaged Business Enterprise Program with the Department of Transportation, United States of America, for all grant applications under the Federal Transit Act, as amended. It is the policy of the RTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to the Agreement.
2. The RTA and its Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the Agreement. In this regard, all recipients or Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The RTA and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Any questions about DBE participation or good faith efforts should be directed to Tania Arnold, Chief Financial Officer/Director of Administration, at tarnold@slorta.org. The RTA recommends proposers address DBE participation or its good faith effort at least two weeks prior to RFP closing.

G. FEDERAL REGULATIONS CONFORMANCE

Contractor is bound by the same terms and conditions of applicable federal regulations that are imposed on RTA for proper administration of this project.

H. PROPOSER RESPONSIBILITY

1. Should Proposer find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Proposers of such discrepancy, if any, and of any changes.
2. The Proposer is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. The RTA reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Proposer will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

I. THE AGREEMENT

The Agreement, along with the Insurance Requirements for Consultants and Additional Contract Conditions, the Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful proposer will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non responsiveness.

J. DEBARMENT CERTIFICATION

The Proposer shall certify that it is not included in the U.S. General Service Administration's list of ineligible Contractors.

SECTION V – FORMAT OF PROPOSALS

Proposer should submit four printed and one digital copy of its proposal in the format outlined below. This format will assist the RTA in evaluating the proposals. The package should clearly reflect this RFP name, the contents of the package, and the firm's name and information in the following order:

A. INTRODUCTION

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s) and phone number(s) of the key personnel for the proposer for all products and services that are proposed.
2. Table of Contents should include a clear identification of the material by section and page number.

B. PROFILE OF THE FIRM

1. Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFP. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.
2. To evaluate the proposer's financial capacity the proposer must submit a copy of the company's year-end audited financial statements for 2015, 2016 and 2017. The company should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability. Alternately submission of the two most recent completed tax returns may be submitted as acceptable documentation concerning the proposer's financial capacity.
3. Provide a list of at least three current customers that have acquired and installed the same or similar products or services as those being proposed for the RTA.

C. PROJECT APPROACH

Summarize your approach and understanding of the project and any special considerations of which the RTA should be aware. Indicate clearly the levels of participation you will expect from the RTA staff in the fulfillment of the contract.

The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the Joint Plans project.

The proposer shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. This description must indicate:

1. Tasks proposed to be completed to meet project objectives.
2. Proposed work products for each task.
3. Proposed meetings with staff, advisory bodies, etc.
4. The time required to initiate and complete each task.
5. Allocation of cost by task.
6. An estimate of the time required from the Notice to Proceed through project completion.
7. Samples of graphic layouts representative of those to be included in this project.

Exceptions to the requirements of the RFP should be clearly delineated in this section.

In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

The information in this section will aid the RTA in the refinement of the scope of work during contract negotiations.

D. STAFF QUALIFICATIONS AND RELATED EXPERIENCE

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract.

Note: Consultant may not substitute any member of the project team without prior written approval of the RTA.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the RTA.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide references in Attachment B for the four (4) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

1. Brief description and type of study (SRTP, COA, etc.)
2. Name of agency and study location
3. Name of agency contact person and telephone number
4. Your firm's specific involvement (i.e., primary consultant, sub-consultant, etc.)
5. The actual cost vs. cost estimate
6. Status of completion

E. ADDITIONAL DATA

Proposer shall as part of their proposal affirm that they have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. The proposer shall also affirm that they have read and agree to indemnity language in the Agreement. Proposer agrees to furnish the RTA with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

F. COST PROPOSAL

Proposals that are submitted in response to this RFP should include a "cost proposal" of what the proposer would charge to provide the services requested. As shown in Attachment A, pricing shall include all travel time and expenses. All proposals must note that all costs within the scope of the proposal will be performed on a billed as incurred, "not to exceed" basis. The cost proposal should be presented in an hourly rate and number of hours for each task plus expenses with a guaranteed "not to exceed" amount for each work section. The cost proposal must be detailed by task, by hours on-site, hours off-site, and who is performing each task. A detailed estimate of other expenses such as airline tickets, hotels, etc., must also be included. The number of on-site visits and their

lengths of time for each shall also be included in the cost proposal with appropriate costs detailed by hourly rate and number of hours required. All expenses presented for payment shall have invoices and/or proper documentation.

The proposal should be completed on the forms provided. Additional documentation providing greater detail may be provided by the proposer.

SECTION VI – CONSULTANT SELECTION PROCESS

A. SUBMITTAL DEADLINE

Only those proposals received by the submittal deadline on or before **October 24, 2018**, 5:00 p.m. (PST) will be evaluated by the Joint Plans Selection Committee.

B. RESPONSIVENESS CRITERIA

1. Submittal meets the RTA deadline.
2. Organization of proposal. Proposals submitted as required in the “Format of Proposals”, Section V.
3. Completeness of proposal. All required forms, questionnaires and information are complete, signed and dated.

C. EVALUATION CRITERIA

The RTA intends to use a Best Value method to determine which proposal is most advantageous to the agency’s goals. Technical and financial merit will be evaluated simultaneously by separate panels, which may consist of the same personnel. The panels’ scores will be combined on the following criteria, noting that scores may be fractions and that ratings will be scaled so that the best proposal in each element will receive the maximum points for that element.

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretion of the RTA. The process for selection shall occur in the following sequence:

1. Review Proposals
2. Establish a “short list” of three or more firms
3. Interview “short-listed” firms (at the option and discretion of the RTA)
4. Identify best qualified firm
5. Determine which, if any, alternates will be selected, and negotiate a fee
6. Award contract

A project Selection Committee has been formed to evaluate the proposals and to make recommendation to the RTA Board. This committee consists of representatives from both the RTA and SLOCOG. Names of the Selection Committee members will not be released prior to the time of interviews.

The Selection Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee’s evaluation process. The RTA does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

The Selection Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the RTA choose to conduct interviews with short-listed firms.

Criteria	As Demonstrated By:	Weight of Criteria
Merit of Proposal/Presentation	<ul style="list-style-type: none"> • Proposal, thoroughness and approach • Demonstrated understanding of project and requirements 	35
Firm Qualifications and Expertise	<ul style="list-style-type: none"> • Staff qualifications • Adequacy of staff to perform the work 	30
Record of Past Performance	<ul style="list-style-type: none"> • References • Ability to work effectively with the RTA, SLOCOG, other public agencies and the public • Demonstrated ability to complete work tasks within project timelines and project budgets 	25
Fees	<ul style="list-style-type: none"> • Reasonableness of costs 	10

Prior to the award of contract, the RTA must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services call for under this contract. If, during the evaluation process, the RTA is unable to assure itself of the proposer’s ability to perform under the contract, if awarded, the RTA has the option of requesting from the proposer, any information that the RTA deems necessary to determine the proposer’s capabilities. If such

information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

The successful firm will be required to execute a service agreement with the RTA. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in RTA contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the RTA and without notice to consultant prior to award of contract. The RTA does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

RFP CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this request for proposal

Write "yes" on the blank space if you have included those items for submittal of your RFP

- _____ Cost Proposal (Attachment A)
- _____ Contractor's Relative Experience/Reference Form (Attachment B)
- _____ Contractor's Designated Contact List (Attachment C)
- _____ Receipt of Addenda Form (if issued)
- _____ Technical Information Relative to RFP
- _____ Confirmation of agreement to Insurance requirements as outlined in (Attachment One)

ATTACHMENT A COST PROPOSAL

Proposers must submit a cost proposal in a separate envelope clearly marked with the firm’s name and the words “Cost Proposal”. Below is a graphic representation of the format that the RTA requires; this cost proposal file is available upon request in MS Excel format.

Attachment A									
Cost Proposal									
Firm Name: _____									
Task #	Description	Role: Principal- in-Charge	Project Manager	Personnel & Hourly Rates				Total Hours	Total Costs
				Hourly Rate:					
1.0	Administer the Joint Plans Project							0	\$0
2.0	Confirm Project Goals & Finalize Scope of Services and Work Plan							0	\$0
3.0	Overview of Transit Systems							0	\$0
4.0	Goals, Objectives and Standards							0	\$0
5.0	Service and System Evaluation							0	\$0
6.0	Operations Plans and Budgets							0	\$0
7.0	Capital Improvement Programs							0	\$0
8.0	Analyze Joint Coordination among RTA and SLO Transit							0	\$0
9.0	Draft Joint Plans							0	\$0
10.0	Final Joint Plans							0	\$0
Total Hours				0	0	0	0	0	0
Total Personnel Cost				\$0	\$0	\$0	\$0	\$0	\$0
Additional Expenses:									
Travel									
Printing/Copy Costs									
Phone/Postage/Delivery Costs									
								Subtotal: Other Expenses	\$0
Personnel									
								Total Cost	\$0

The cost proposal must include the printed name, title, phone number, physical address, email address, and signature of the proposer’s authorized representative.

ATTACHMENT B REFERENCES

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Project Description: _____
Contract Amount: _____
Contract Execution & End: _____ through _____
Transit Agency and Location: _____
Contact Name & Telephone Number: _____

2. Project Description: _____
Contract Amount: _____
Contract Execution & End: _____ through _____
Transit Agency and Location: _____
Contact Name & Telephone Number: _____

3. Project Description: _____
Contract Amount: _____
Contract Execution & End: _____ through _____
Transit Agency and Location: _____
Contact Name & Telephone Number: _____

3. Project Description: _____
Contract Amount: _____
Contract Execution & End: _____ through _____
Transit Agency and Location: _____
Contact Name & Telephone Number: _____

NOTE: It is important that this sheet be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

**ATTACHMENT C
DESIGNATED CONTACTSLIST**

Proposers are required to indicate in the space provided below the designated contact individual's name and contact information:

SAN LUIS OBISPO RTA

PROPOSER

Phil Moores
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4467
pmoores@slorta.org

ATTACHMENT D

**SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH _____**

AGREEMENT NUMBER _____

This "Agreement" is made as of this day of _____, 2015, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser"), and " _____, ("Contractor").

**R E C I T A L
S**

A. The RTA desires to retain a qualified and committed professional transportation planning firm or team of firms to prepare the Coordinated RTA and DARs Short Range Transit Plans.

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

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

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

A G R E E M E N T

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

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

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

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of _____. The RTA's Chief Financial Officer is authorized to pay all proper claims from Charge Number _____.

3. DOCUMENTATION; RETENTION OF MATERIALS

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

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

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

4. INDEMNITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits,

actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the RTA.

5. INSURANCE

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

6. ASSIGNMENT

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

7. TERMINATION

- a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.
- b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been

installed, Contractor shall provide a working installation and configuration of the AVL system to the RTA within Thirty (30) days of the termination date.

- c. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to RTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

8. NOTICES

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

RTA Representative:

Phil Moores
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4467
pmoores@slorta.org

Contractor Representative:

9. INDEPENDENT CONTRACTOR

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

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as

otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

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

12. TIME OF PERFORMANCE

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

13. MISCELLANEOUS

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

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

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

The RTA may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

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

e. Conflict of Interest. The RTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have

a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a “Contractor” under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) Cause these individuals to file with the RTA’s Representative the “assuming office” statements of economic interests required by the RTA’s Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the RTA’s Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

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

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

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

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

hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Project Manager's decision.

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

14. ACCESSIBILITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all the RTA telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

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

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

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

_____ Individual/Sole Proprietor

_____ Partnership

_____ Corporation

_____ Limited Liability Company

_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: _____

Geoff Straw
RTA Executive Director

APPROVED AS TO FORM:

_____ RTA Counsel

ATTEST:

_____ RTA Clerk

Attachments:

- Attachment One - Insurance Requirements
- Attachment Two – Federally Required Contract Clauses
- Exhibit A - Scope of Services
- San Luis Obispo Regional Transit Authority Request for Proposal
- Contractor's Proposal
- Supplemental Questions/Clarifications
- Contractor's Response to Supplemental Questions/Clarifications
- Contractor's Best and Final Offer

ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

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

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

B. Endorsements:

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

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

D. Other Insurance Provisions:

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

**ATTACHMENT TWO
FEDERALLY REQUIRED CONTRACT CLAUSES**

1. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS – This Section Does Not Apply

3. CHARTER AND SCHOOL BUS REQUIREMENTS – This Section Does Not Apply

4. CARGO PREFERENCE REQUIREMENTS – This Section Does Not Apply

5. SEISMIC SAFETY REQUIREMENTS – This Section Does Not Apply

6. ENERGY CONSERVATION REQUIREMENTS

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

7. CLEAN WATER REQUIREMENTS

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING – This Section Does Not Apply

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS – This Section Does Not Apply

10. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the

tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-- LLL,

“Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

_____ Date

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

12. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. BONDING REQUIREMENTS – This Section Does Not Apply

14. CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACT – This Section Does Not Apply

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – This Section Does Not Apply

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of

the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION – See Section 7 of Professional Services Agreement

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined

at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the San Luis Obispo Regional Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the San Luis Obispo Regional Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT – This Section Does Not Apply

24. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect

construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION – This Section Does Not Apply

26. PATENT AND RIGHTS IN DATA – This Section Does Not Apply

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – This Section Does Not Apply

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4 %. A separate contract goal has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the San Luis Obispo Regional Transit Authority deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the San Luis Obispo Regional Transit Authority. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

d. The Contractor must promptly notify the San Luis Obispo Regional Transit Authority whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the San Luis Obispo Regional Transit Authority.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any San Luis Obispo Regional Transit Authority requests which would cause the San Luis Obispo Regional Transit Authority to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING – This Section Does Not Apply

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
SEPTEMBER 5, 2018
STAFF REPORT**

AGENDA ITEM: C-6

TOPIC: Declare Vehicles Surplus, and Transfer to Local Agencies

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Declare Vehicles Surplus, Authorize the Executive Director to Transfer Vehicles to Other Transportation Providers, and Direct Staff to Dispose Remaining Vehicles

At its January 6, 2016 meeting, the RTA Board amended the RTA Purchasing Policy by adding procedures for the declaration of and disposal of surplus equipment. Consideration of today's action represents the first time that this new section will be utilized to dispose of RTA equipment.

The Policy requires staff to determine if any of the surplus equipment has a per-unit value greater than \$5,000. If a piece of equipment has a value greater than \$5,000 and it was originally purchased using Federal Transit Administration funds, staff would need to work with FTA staff to determine how any proceeds could be used. However, based on the condition and age of each piece of equipment proposed for surplus, none have an individual value greater \$5,000.

The Policy also requires that we identify all vehicles that were purchased for greater than \$5,000 each. Each of the vehicles described below was purchased for more than \$5,000.

The Policy permits RTA to transfer surplus vehicles to other transportation providers in SLO County in the following order of priority:

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

Staff has determined that the following vehicles currently have no (or as indicated will have no) practical, efficient or appropriate use for the equipment, nor will it have such a use for the equipment in the near future:

1. Vehicle 159: 2003 Gillig Phantom 43-passenger/2-wheelchair 40-foot bus with 634,693 miles (running; available May 2019).
2. Vehicle 161: 2003 Gillig Phantom 43-passenger/2-wheelchair 40-foot bus with 777,186 miles (running; available May 2019).
3. Vehicle 162: 2003 Gillig Phantom 43-passenger/2-wheelchair 40-foot bus with 696,856 miles (running; available May 2019).
4. Vehicle 163: 2003 Gillig Phantom 43-passenger/2-wheelchair 40-foot bus with 708,875 miles (running; available September 2018).
5. Vehicle 164: 2003 Gillig Phantom 43-passenger/2-wheelchair 40-foot bus with 759,724 miles (running; available September 2018).
6. Vehicle 165: 2003 Gillig Phantom 43-passenger/2-wheelchair 40-foot bus with 892,205 miles (running; available September 2018).
7. Vehicle 637: 2000 MCI 102-DL3 43-passenger/2-wheelchair 45-foot bus with 401,972 miles (for internal parts salvage; auction or salvage remaining parts at a later date).

RTA staff will reach out to each of the RTA jurisdiction cities and the County to determine if any of these entities has a desire to acquire one or more of these vehicles; if none reply with any interest, the RTA staff will then reached out to Ride-On. If Ride-On does not express an interest in any of these vehicles, staff will then reached out to private for-profit firms that provide transportation services in the county.

Staff Recommendation

Declare the aforementioned vehicles surplus, authorize the Executive Director to transfer vehicles to other transportation provides if requested, and dispose the remaining vehicles through auction or salvage (as appropriate).