



RTA BOARD AGENDA

Wednesday, March 2, 2016
BOARD OF SUPERVISORS' CHAMBERS
COUNTY GOVERNMENT CENTER
1055 Monterey Street, San Luis Obispo, California 93401
RTA starts at 8:30 am

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

President: Jan Howell Marx

Board Members:

Frank Mecham (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)
Jim Guthrie (Arroyo Grande)

Vice President: Lynn Compton

Tom O'Malley (Atascadero)
John Shoals (Grover Beach)
Jamie Irons (Morro Bay)
Steve Martin (Paso Robles)
Shelly Higginbotham (Pismo Beach)
Jan Howell Marx (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 781-4472. Please note that 48 hours advance notice will be necessary to honor a request.

CALL TO ORDER AND ROLL CALL

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

A. INFORMATION AGENDA

A-1 Executive Director's Report (Receive)

B. ACTION AGENDA

B-1 Fiscal Years 2017 Budget Assumptions (Action)

B-2 Request FTA Concurrence on Categorical Exclusion for Bus Yard at County Corp Yard in Paso Robles (Action)

- 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 January 6, 2016 (Approve)
- C-2 Draft RTAC Minutes of January 13, 2016 (Information)
- C-3 Declare Buses Surplus and Authorize Transfer to Local Providers (Approve)
- C-4 Draft RTA-SCT Agreement (Information)
- C-5 Designate Executive Director as Authorized Agent for LCTOP Funds (Approve)
- C-6 Resolution Committing RTA to Abide by LCTOP Certifications and Assurances (Approve)
- C-7 Resolution Supporting Paso Robles Facilities Improvements Project for LTCOP Funding (Approve)
- C-8 Resolution Authorizing Executive Director to Submit Application for Rural Transit Program Funds (Approve)
- C-9 Resolution to Submit Application for State Prop 1B Safety and Security Funds (Approve)
- C-10 Authorize Executive Director to Negotiate and Execute an Agreement for Environmental Services (Approve)
- C-11 Fare-Free Access on Morro Bay Transit Fixed Route Buses for Runabout Riders (Approve)

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

SLOCOG Board Meeting

The SLOCOG meeting agenda is provided under separate cover. Following adjournment of the SLOCOG Board meeting, the RTA Board will reconvene in Closed Session

RTA Board Closed Session

D. CLOSED SESSION ITEMS

- D-1 It is the intention of the Board to meet in closed session concerning the following items:

CONFERENCE WITH LABOR NEGOTIATOR (Govt. Code Section 54957.6)

Agency representative: Jan Marx, President

Unrepresented employee: Geoff Straw, Executive Director

E. RTA BOARD MEMBER COMMENTS

Next regularly-scheduled RTA Board meeting on May 4, 2016

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: A-1

TOPIC: Executive Director's Report

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Accept as Information

BACKGROUND/DISCUSSION:

Operations:

Seven new Bus Operators (out of a total of eight candidates) have completed training and began driving in RTA revenue service in late February. Please welcome Greg Oganessian, Bob Phillips, Milca Salazar, Sean Shealy, Robert Hoggart, Mark Whittaker and Joe Serrano to the RTA team. One other Bus Operator (Rick Rowlee) also completed training and is now a member of the South County Transit team. We plan to begin another class of 5-10 trainees in early May.

Staff is finalizing training procedures for the four new-to-us MCI over-the-road coaches. Bus Operator training began in late February, with the goal of implementing one bus each on Routes 9 and 10 during the morning/evening commute periods. We are targeting Monday March 14 for a debut of these coaches.

After a few fits and starts, the contractor is wrapping up the bus stop improvement project on Theater Drive near the Target shopping center in Paso Robles. This capital improvement was necessary when the Paso Express Route C service was consolidated into RTA Route 9. The bus stop includes a new wheelchair-accessible concrete pad, a passenger shelter and a trash receptacle. Thanks to Michael Seden-Hansen for shepherding this project through the permitting, design and construction phases.

Despite on-going technical challenges, RTA continues to implement the first phase of the ITS project. We expect to enter the third 30-day proving period in early March. Of particular concern is getting the on-bus LCD information screens and bus stop announcement system to work consistently/accurately. As mentioned in earlier Executive Director reports, we will not pay for the system until the vendor can prove the system works without fail for 30 straight days.

Maintenance:

RTA has promoted two Technicians, and has hired one new Technician. Specifically, one current Technician B employee demonstrated sufficient skills progression to be promoted to Technician A, and similarly one Technician C employee was promoted to Technician B. Congratulations to Michael O'Marr and Brandon Butcher, respectively.

RTA also hired Eric Boyer, who demonstrated the skills necessary for a Technician B position while at Brumit Diesel in Santa Maria. Please join me in welcoming Eric to the RTA Team.

Staff successfully procured auction services to dispose of surplus equipment and vehicles. In the recent past, RTA attempted to sell surplus vehicles through eBay. However, a majority of the eBay transactions fell through and RTA was saddled with continuing to store the worn out vehicles on-site. Agenda Item C-3 identifies 17 vehicles that staff is recommending be transferred, sold at auction, or salvaged over the next two months.

Service Planning & Marketing:

At the date this Staff Report was written, staff was still expecting the consultant to forward an Administrative Draft of the Short-Range Transit Plan for both RTA and SLO Transit by the end of February. After it is reviewed for fatal flaws, we will begin circulating the Public Draft Plan to our stakeholders in March for comments, with the goal of considering adoption of the Plan at the RTA Board meeting on May 4th.

RTA is participating in a Travel Management Coordination Center study funded partially with FTA's Mobility Services for All Americans grant. The TMCC study seeks to evaluate technology solutions to help improve access to specialized transportation services throughout the county. RTA is managing the MSAA grant on behalf of Ride-On, and I will serve as the chairman of the Transportation Provider Committee.

Staff issued an RFP for Environmental Planning Services for a long-term garage facility on February 3rd. Three local companies participated in the pre-submittal conference on February 12th, and RTA provided responses to written questions on February 22nd. The proposals are due on March 1st and interviews will be scheduled on March 14th. I am asking for authorization under Agenda Item C-10 to negotiate and execute an Agreement within the budgeted amount.

Staff developed a draft request to FTA to issue a Categorical Exclusion for RTA's partial use of the County Corp Yard in Paso Robles. I developed the report using a similar request that I developed for a successful Categorical Exclusion finding for a garage project in Logan, UT. More information can be found in Agenda Item B-2.

Staff implemented a focused marketing campaign along South Higuera in San Luis Obispo and other major employment centers that are served by Route 10 to try to lure riders back onto our services in late January and February. Staff will continue to closely monitor ridership trends, particularly as we roll-out the GPS-based passenger information system.

Finance and Administration:

Staff has developed draft language for a new agreement between RTA and South County Transit for administrative oversight duties. The initial draft that was presented as a first reading to the SCT Board of Directors at its January 20, 2016 meeting is included

in Agenda Item C-4. We expect to bring the final draft document to the SCT Board of Directors at its April 20th meeting, and possibly to the RTA Board at your May 4th meeting.

Staff has developed new draft language to amend the Regional Transportation Advisory Committee (RTAC) By-Laws. In essence, the By-Laws would be amended to clarify the role of a new RTAC Paratransit Appeals Board, which would rule on appeals submitted by unsuccessful Runabout applicants. This draft language will be presented to the RTAC at its April 21st meeting and possibly to the Board for consideration at its May 4th meeting.

Below are preliminary financial and operating data through January 31, 2016, which is particularly important as we continue to develop the FY16-17 budget. We will present the Budget Assumptions under Agenda Item B-1, with consideration of the full budget at your May 4, 2016 meeting. Tables and graphs depicting unaudited RTA's financial and performance measures are provided in the ensuing pages. Several notable findings are provided below:

- The preliminary financial data shows that we have expended 51.5% of our non-capital budget through January 31st, which represents 58.3% of the fiscal year. Of the items that show the greatest proportional variance, Property Insurance and the three Worker's Compensation line-items are paid annually and at the start of each quarter, respectively, so those figures are not alarming in this context. Other areas of variance include Fuel (33.1%) and Marketing (29.6%). Overall, expenses are appropriately managed and are within normal budgetary constraints.
- Fixed route services achieved an overall unaudited 27.2% farebox recovery ratio, while Runabout achieved an FRR of 4.0%. These figures are essentially the same as the measures recorded for the same period last year.

Preliminary RTA core fixed route ridership totaled 416,942 one-way passenger-trips, which is down 7.7% in comparison to the same period last year (451,595). The table below depicts the ridership for all of the ten core fixed route services either directly operated or administered by RTA (including Paso Express and South County Transit). As depicted, the Route 14 service has experienced the greatest proportional decline in RTA ridership, followed by the Route 10 service. The Paso Express service is down relatively consistently across both routes, while the SCT Route 21 service is down significantly. Overall, all RTA operated/administered fixed routes have experienced a 7.3% drop in ridership in comparison to the same period last year. Staff continues to believe that relatively low fuel prices might be enticing some RTA riders to use a private automobile instead.

- Runabout ridership declined slightly: 25,585 in the first seven months of FY15-16 vs. 25,790 the previous year, which is a decrease of less than one percent. This

is welcome relief from the double digit increases experiences over the previous two fiscal years – despite the record month in October 2015.

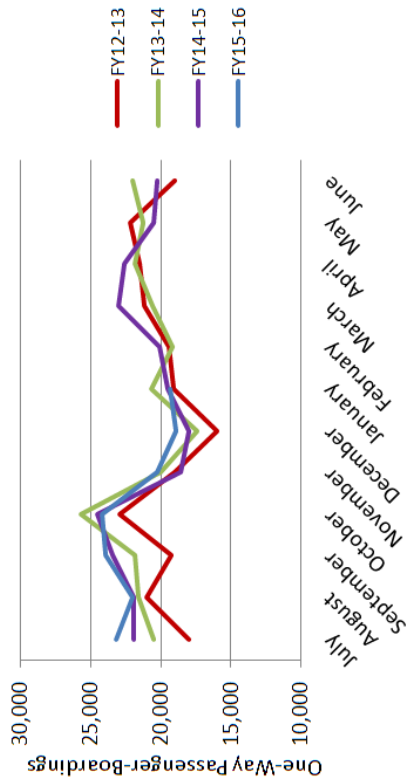
Core Fixed Route Ridership Results, FY14-15 vs. FY15-16				
Through January 31, 2016				
Fixed Route Service	YTD FY14-15	YTD FY15-16	Difference	Percent Drop
RTA Route 9	161,073	151,859	(9,214)	5.7%
RTA Route 10	149,665	135,173	(14,492)	9.7%
RTA Route 12	115,033	106,765	(8,268)	7.2%
RTA Route 14	12,035	10,289	(1,746)	14.5%
RTA Route 15	13,789	12,856	(933)	6.8%
Overall RTA FR	451,595	416,942	(34,653)	7.7%
Paso Route A	30,547	29,010	(1,537)	5.0%
Paso Route B	34,422	32,440	(1,982)	5.8%
Overall Paso FR	64,969	61,450	(3,519)	5.4%
SCT Route 21	47,453	39,462	(7,991)	16.8%
SCT Route 23	39,818	40,005	187	-0.5%
SCT Route 24	40,149	39,333	(816)	2.0%
Overall SCT FR	127,420	118,800	(8,620)	6.8%
Combined	643,984	597,192	(46,792)	7.3%

The graphs on the ensuing pages depict monthly ridership by route for the past few years, as well as the strong seasonal nature of fixed route ridership. Graphs are also provided that depict monthly fixed route and Runabout productivity (passenger boardings divided by service hours) trends over the past few years.

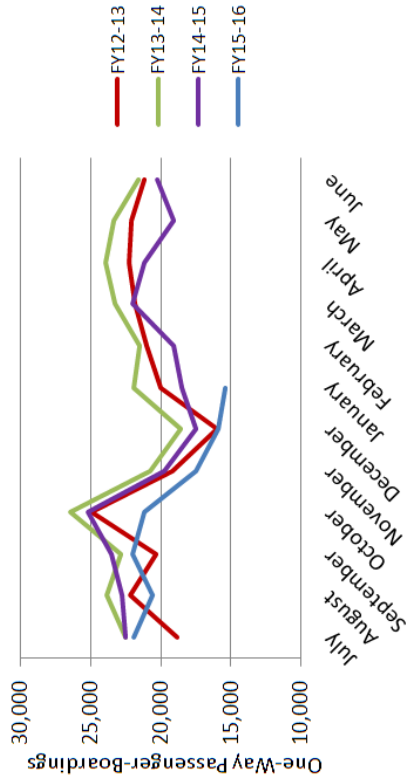
Finally, the tables at the end of this Staff Report provide details on operating and financial performance measures by each route/service. Remember that the following three measures are particularly important when considering the efficiency and cost-effectiveness of each service:

1. Riders per Hour
2. Farebox Recovery Ratio
3. Subsidy per Passenger Trip

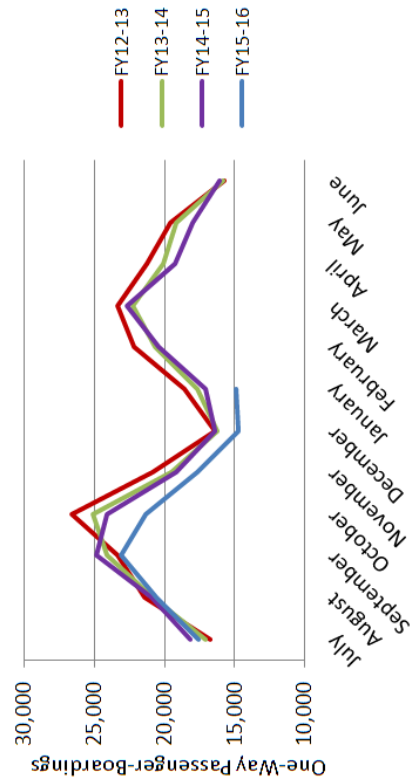
RTA Route 9 Ridership By Month



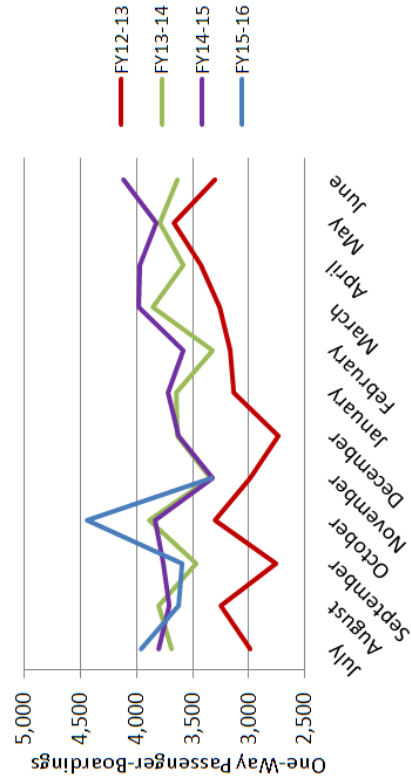
RTA Route 10 Ridership By Month

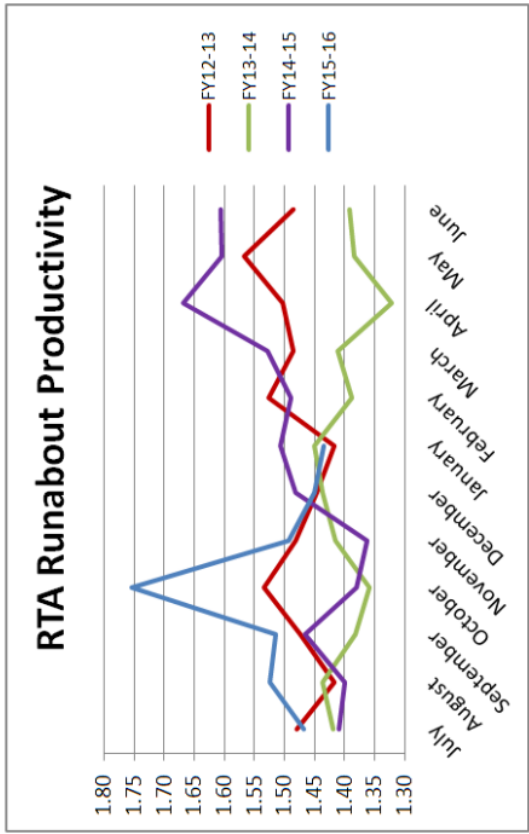
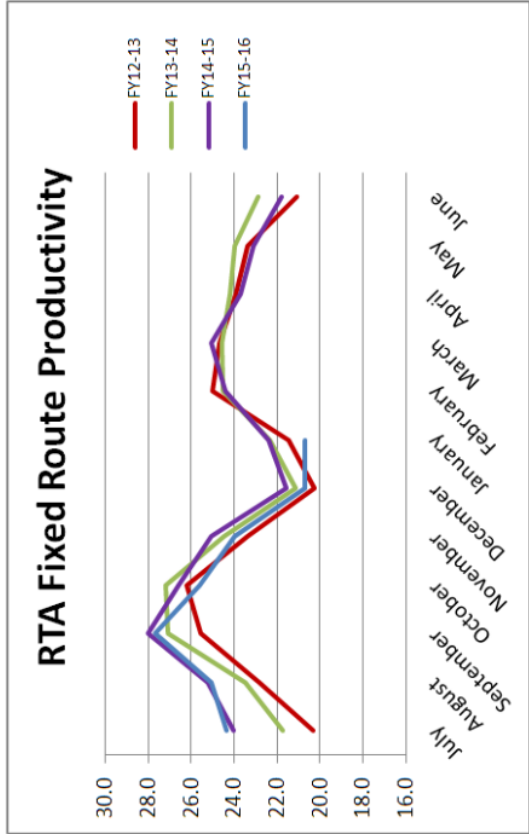


RTA Rtes. 12, 14 & 15 Pass./Mo.



RTA Runabout Ridership by Mo.





SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

			Amended Budget FY 2015-16	December Actual	January Budget	January Actual	January Variance	Year to Date FY 2015-16	Percent of Total Budget FY 2015-16
Administration:	Hours		72,970	5,489	6,102	5,460	641	39,971	54.78%
	Miles		1,693,360	121,469	141,789	120,315	21,474	903,455	53.35%
	Labor	operations cost	789,900	81,093	65,825	57,782	8,043	426,831	54.04%
	Labor - Administration Workers Comp	operations cost	55,880	-	13,970	13,421	549	42,299	75.70%
	Office Space Rental	operations cost	489,360	33,640	40,780	33,640	7,140	250,397	51.17%
	Property Insurance	operations cost	18,500	-	-	-	-	16,128	87.18%
	Professional Technical Services	operations cost	92,970	-	7,748	5,955	1,793	32,607	35.07%
	Professional Development	operations cost	26,940	6,373	2,245	198	2,047	16,051	59.58%
	Operating Expense	operations cost	255,450	30,442	21,288	21,412	(124)	142,600	55.82%
	Marketing and Reproduction	hourly	138,400	1,182	11,533	4,394	7,139	40,958	29.59%
	North County Management Contract	operations cost	(39,720)	(3,310)	(3,310)	(3,310)	-	(23,170)	58.33%
	County Management Contract	operations cost	(80,500)	(6,708)	(6,708)	(6,708)	-	(46,958)	58.33%
	SCT Management Contract	operations cost	(79,830)	(6,653)	(6,653)	(6,653)	-	(46,568)	58.33%
	Total Administration		1,667,350	136,059	146,718	120,131	26,587	851,175	51.05%
Service Delivery:	Labor - Operations	hourly	3,865,100	388,768	322,092	273,140	48,951	2,068,970	53.53%
	Labor - Operations Workers Comp	hourly	378,050	-	94,513	90,799	3,713	286,171	75.70%
	Labor - Maintenance	hourly	904,210	96,827	75,351	63,145	12,205	493,733	54.60%
	Labor - Maintenance Workers Comp	hourly	110,640	-	27,660	26,573	1,087	83,751	75.70%
	Fuel	miles	1,502,000	56,829	125,167	52,869	72,298	496,772	33.07%
	Insurance	miles	483,930	39,597	40,328	39,575	753	277,890	57.42%
	Special Transportation (includes County programs, Cuesta evenings,)	n/a	118,330	3,607	9,861	6,212	3,649	31,083	26.27%
	Avila Trolley	n/a	57,750	-	-	-	-	25,441	44.05%
	Maintenance (parts, supplies, materials)	miles	436,560	30,064	36,380	51,365	(14,985)	230,568	52.81%
	Maintenance Contract Costs	miles	111,150	11,792	9,263	15,141	(5,879)	73,163	65.82%
	Total Operations		7,967,720	627,485	740,613	618,820	121,793	4,067,541	51.05%
Capital/Studies:	Computer System Maintenance/Upgrades		37,540	16,652	-	-	-	21,452	57.14%
	Miscellaneous Capital								
	Facility Improvements		39,960	19,957	6,000	6,052	(52)	34,174	85.52%
	Maintenance Software and Maintenance Equipment		58,990	-	-	-	-	-	0.00%
	Radios		6,000	-	-	-	-	-	0.00%
	Vehicle ITS/Camera System		725,900	96,222	-	-	-	323,620	44.58%
	Bus Stop Improvements		294,890	-	-	-	-	21,292	7.22%
	RouteMatch Call Back System		37,500	-	-	-	-	-	0.00%
	Vehicles								
	Support Vehicles		60,000	-	-	-	-	-	0.00%
	Over the Road Coaches		1,300,000	-	-	-	-	-	0.00%
	Cutaway Vehicles		259,300	-	-	-	-	244,353	82.86%
	Runabout Vehicles		521,280	-	-	-	-	-	0.00%
	Total Capital Outlay		3,341,360	132,832	6,000	6,052	(52)	644,890	19.30%
Contingency			110,000	364	9,167	-	9,167	364	0.33%
Interest Expense			64,500	6,890	5,375	3,534	1,841	26,417	40.96%
Loan Paydown			200,600	-	-	-	-	100,298	50.00%
Facility Environmental Planning			219,430	-	-	-	-	3,429	1.56%
Management Contracts			200,050	16,671	16,671	16,671	-	116,696	58.33%
TOTAL FUNDING USES			13,771,010	920,301	924,543	765,207	159,335	5,810,810	42.20%
TOTAL NON-CAPITAL EXPENDITURES			10,009,620	787,469	918,543	759,156	159,387	5,062,193	50.57%

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU JANUARY 31, 2016
CURRENT FISCAL YEAR - 2015/2016 (page 1 of 2)**

	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 WEEKDAY	RT 7 PASO EXPRESS ROUTE A	RT 8 PASO EXPRESS ROUTE B	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE
REVENUES:										
FARES	221,784	217,334	160,439	13,895	16,421	629,872	38,777	40,312	79,088	4,143
TOTAL ROUTE REVENUES	221,784	217,334	160,439	13,895	16,421	629,872	38,777	40,312	79,088	4,143
EXPENDITURES:										
ADMINISTRATION	133,453	134,379	88,161	8,307	31,380	395,681	9,789	9,747	19,536	3,703
MARKETING	9,581	9,647	6,336	729	2,257	28,549	4,252	4,233	8,485	0
OPERATIONS/CONTINGENCY	432,425	439,376	282,758	26,759	100,249	1,281,568	170,080	169,747	339,827	62,229
FUEL	99,098	106,868	60,253	6,292	22,950	295,460	11,869	12,348	24,217	1,927
INSURANCE	50,549	54,507	30,739	3,430	11,158	150,383	7,933	8,252	16,185	2,176
TOTAL EXPENDITURES	725,107	744,777	468,247	45,518	167,994	2,151,642	203,922	204,328	408,250	70,035
FAREBOX RATIO	30.59%	29.18%	34.26%	30.53%	9.77%	29.27%	19.02%	19.73%	19.37%	5.91%
RIDERSHIP	139,313	123,067	98,155	10,289	9,983	380,807	29,010	32,440	61,450	1,796
SERVICE MILES	167,683.30	180,816.20	101,963.60	11,331.00	37,502.10	499,296.20	26,344.00	27,406.00	53,750.00	7,250.00
SERVICE HOURS	5,479.04	5,517.23	3,619.74	341.26	1,289.18	16,246.45	2,029.24	2,020.64	4,049.88	745.88
RIDERS PER MILE	0.83	0.68	0.96	0.91	0.27	0.76	1.10	1.18	1.14	0.25
RIDERS PER HOUR	25.43	22.31	27.12	30.15	7.74	23.44	14.30	16.05	15.17	2.41
COST PER PASSENGER	5.20	6.05	4.77	4.42	16.83	5.65	7.03	6.30	6.64	38.99
SUBSIDY PER PASSENGER	3.61	4.29	3.14	3.07	15.18	4.00	5.69	5.06	5.36	36.69

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU JANUARY 31, 2016
CURRENT FISCAL YEAR - 2015/2016 (page 2 of 2)**

	RT 9 SAT P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	RT 9 SUN P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	RT 10 SAT S.M., NIPOMO, A.G., S.L.O.	RT 10 SUN S.M., NIPOMO, A.G., S.L.O.	RT 12 SAT MORRO BAY, CUESTA, SAN LUIS	RT 12 SUN MORRO BAY, CUESTA, SAN LUIS	RT 15 SAT SAN SIM., MORRO BAY, SAN LUIS	RT 15 SUN SAN SIM., MORRO BAY, SAN LUIS	TOTAL RTA CORE WEEKEND	TOTAL FIXED ROUTE RTA & PASO EXPRESS	RUNABOUT	SYSTEM TOTAL
REVENUES:												
FARES	13,160	8,300	14,172	7,780	9,213	6,432	2,748	2,115	63,920	772,880	75,341	852,363
TOTAL ROUTE REVENUES	13,160	8,300	14,172	7,780	9,213	6,432	2,748	2,115	63,920	772,880	75,341	852,363
EXPENDITURES:												
ADMINISTRATION	9,240	6,107	8,637	5,315	6,307	6,069	6,322	3,883	51,879	467,095	409,155	879,953
MARKETING	674	461	630	401	460	458	461	293	3,839	40,873	0	40,873
OPERATIONS/CONTINGENCY	29,768	19,808	28,084	17,338	20,036	19,396	20,770	12,791	167,992	1,789,387	1,247,339	3,098,955
FUEL	6,526	4,514	6,538	4,099	3,975	3,981	5,150	3,215	37,998	357,675	122,608	482,210
INSURANCE	3,445	2,361	3,452	2,144	2,098	2,082	2,719	1,681	19,982	186,550	83,496	272,222
TOTAL EXPENDITURES	49,653	33,252	47,341	29,297	32,876	31,985	35,421	21,863	281,689	2,841,580	1,862,598	4,774,213
FAREBOX RATIO	26.50%	24.96%	29.94%	26.56%	28.02%	20.11%	7.76%	9.68%	22.69%	27.20%	4.04%	17.85%
RIDERSHIP	7,876	4,670	7,804	4,302	5,038	3,572	1,691	1,182	36,135	478,392	25,585	505,773
SERVICE MILES	11,379.00	7,784.10	11,400.00	7,068.00	6,930.00	6,863.40	8,979.00	5,542.80	65,946.30	618,992.50	277,212.00	903,454.50
SERVICE HOURS	377.10	251.10	352.50	218.55	257.40	249.55	258.00	159.65	2,123.85	22,420.18	16,804.97	39,971.03
RIDERS PER MILE	0.69	0.60	0.68	0.61	0.73	0.52	0.19	0.21	0.55	0.77	0.09	0.56
RIDERS PER HOUR	20.89	18.60	22.14	19.68	19.57	14.31	6.55	7.40	17.01	21.34	1.52	12.65
COST PER PASSENGER	6.30	7.12	6.07	6.81	6.53	8.95	20.95	18.50	7.80	5.94	72.80	9.44
SUBSIDY PER PASSENGER	4.63	5.34	4.25	5.00	4.70	7.15	19.32	16.71	6.03	4.32	69.86	7.75

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Fiscal Years 2016-17 and 2017-18 Budget Assumptions

ACTION: Approve Budget Assumptions

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Approve Budget Assumptions to enable staff to begin development of FY16-17 & FY17-18 Operating Budget

BACKGROUND/DISCUSSION:

The following report outlines staff's recommended budget assumptions for RTA's Fiscal Year 2016-17 and 2017-18 Operating Budget, and it is the first step in the development of our operating budget and operating program. It should be noted that RTA is again developing a two-year operating budget and five-year capital budget. As in past years, only the first year would be financially-constrained, while the out-years should be considered advisory. Upon the Board's guidance and approval of these assumptions, staff will prepare a detailed report along with preliminary budget numbers for presentation to the Executive Committee at their April 13th meeting prior to the final draft budget presentation to the Board in May.

Mission Statement

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

Objectives and Revenue Impacts

1. Maintain service levels and hours of service that meet the demand of our customers and communities through the effective and efficient delivery of RTA Fixed Route and Runabout core services.
 - SLOCOG is working on State Transit Assistance (STA) funding projections for FY16-17.
 - Staff is not recommending a fare program change for FY16-17, although we may have to consider changes if TDA or other funding shortfalls emerge. Fare revenue is projected to be \$1,330,000 (farebox and advertising revenue).

- FY15-16 LTF revenue was budgeted at \$3,740,499. Once the FY16-17 targets are further refined by the County Auditor and SLOCOG, RTA will present a proportional increase/decrease in overall LTF funding in our FY16-17 budget and a similar increase/decrease in the FY16-17 budget. Should staff be unable to secure adequate funding to operate core Fixed Route and Runabout service levels, a potential increase in LTF funding would be requested for the Board's consideration and/or a reduction of service would be proposed. If a budget shortfall due to the loss of funding in either fiscal year, staff would evaluate and make appropriate recommendations on a potential budget amendment or use of reserve funds.
 - Federal Transit Administration (FTA) Section 5307, 5311 and 5339 operating funding for FY16-17, and capital funding for FY16-17 and FY17-18 will be presented as previously presented, taking into account preliminary projected revenues identified in the Fixing America's Surface Transportation (FAST) Act. Should the actual annual authorizations for federal transportation programs increase or decrease for any of these programs, staff would adjust these assumptions accordingly.
 - FTA Section 5307 operating funding from the City of Santa Maria for Route 10 will be budgeted based on previous commitments with SBCAG and the City of Santa Maria. Staff is confident in continued funding for Route 10 operations.
 - Detailed miles/hours and span of service for each RTA core fixed route and Runabout will be provided with the draft budget. In addition, detailed budgets based on miles/hours and span of service will be provided separately for SLO County Services and North County Local Services.
2. Continue to monitor reserves using the adopted policy from May 2014.
- RTA was awarded a total of \$800,000 in FTA Section 5316 JARC funding for FY14-15 to support Route 10 operations and North Coast services (RTA Route 15 and related Runabout). However, it was the last award of discretionary JARC funds, which have been eliminated. Route 15 was revamped in September 2015 to a deviated fixed route service, reducing Runabout services between Morro Bay and Cambria. Staff has been successful in obtaining FTA Section 5307 operating funding from the South County to offset the impact on the Route 10.
3. Continue to work with the SLOCOG efficiencies committee in evaluating region-wide service efficiencies.
- Transit agencies across the country have experienced ridership declines due to the relatively low price of fuel. RTA will continue to monitor this experience

to determine if it emerges as a long-term trend. Either way, RTA is not recommending any Fixed Route service increases in FY16-17.

- Add a review of the tasks and financial impacts included in the South County Transit contract for administrative, financial, maintenance and dispatch services, and evaluate efficiencies with RTA.
 - Staff will continue to explore new revenue resources at the Federal, State, and local levels.
 - RTA will work with SLOCOG staff and members of the Regional Efficiencies Committees to evaluate efficiencies in the provision of service throughout the county.
 - Staff will use the 2015-17 RTA Strategic Business Plan, the 2010 Fixed Route Performance Standards, as well as the draft findings from the Short Range Transit Plan, to evaluate potential efficiencies and with Board concurrence implement efficiencies.
4. Evaluate options and provide analysis on the 5-year capital improvement program and methods to fund these needs.
5. Address overcrowding on Fixed Route runs during peak travel periods.
- Additional express trips on the Routes 9 began in September 2015 as well as Route 10X with service to the SLO Airport. In the latter part of FY15-16 express trips will have begun using the used over the road coaches RTA received to evaluate the feasibility prior to purchasing new coaches. Service levels, the total number of revenue service hours, miles and span of service for RTA Fixed Route services will be budgeted at annualized levels assumed in FY15-16. If any additional service becomes necessary, staff would seek a budget amendment to address those service demands during the fiscal year.
6. Address a projected slight increase in demand for Runabout service.
- Runabout service hours and miles are projected to require a minimal increase based on recent demand trends. This reflects a change from prior years, which required significant Runabout service level increases due to burgeoning demand.
 - To ensure that only those persons truly eligible for Runabout service are initially registered or re-registered, a part-time staff position to conduct functional assessments as part of the Runabout application process will be added in early 2016. This person or persons will also provide mobility training for disabled persons who are able to use Fixed Route services for some or all of their travel needs.

- At this time staff does not foresee moving forward with using taxi cab services but should service expansions occur staff will revisit this option.
7. Implement RTA's strategy to develop a long-term administrative, operations and maintenance facility.

Expenses Impacts

1. Fuel consumption and price will be budgeted conservatively; diesel fuel will be budgeted at \$3.50 per gallon. Included in the fuel line item will be diesel exhaust fluid (DEF), used to lower diesel exhaust emissions on the newer Fixed Route vehicles.
2. Insurance Expenses:
 - California Transit Indemnity Pool (CalTIP) liability premiums are projected to increase 10% annually due to the loss development trends the pool is experiencing.
 - CalTIP vehicle physical damage will increase by approximately 5% due to the addition of new vehicles in the fleet
 - Workers compensation premiums through the CSAC Excess Insurance Authority are projected to increase 50%, with the realization that workers compensation for transit services is especially challenging statewide as loss development trends for the state are not favorable. Staff will be working with our broker to obtain open market quotes to ensure our current carrier is providing the best value as well as reviewing options for increasing our self insured retention (currently at zero). Staff will obtain a more refined estimate in early March. We continue to work with our employee committee that has evaluated workplace safety and has initiated a proactive program to address the number of claims and severity of the claims.
 - Property insurance will increase minimally.
 - Staff is still closely monitoring the anticipated impacts of the Affordable Care Act on both the number of employees and the costs of per-employee healthcare costs. For budget-making purposes, staff is assuming an 6% annual increase for healthcare costs for each of the next two fiscal years
3. Staffing Expenses:
 - For FY16-17 core RTA services, the number of budgeted positions will remain essentially the same as FY15-16.

- For FY16-17, the overall number of budgeted positions for the North County and SLO County services will remain the same. It should be noted that the marginal costs and revenues the services will be treated in the budget the same way as prior years: as separate and distinct columns.
- Based on the current projected funding, a 2.5% annual inflationary adjustment will be budgeted for non-union employees; the 2014-2018 Collective Bargaining Agreement has already identified annual increases based upon longevity for Bus Operators and Mechanics. Employees within the salary range for their position will be eligible for a step merit increase subject to performance assessments.

Proposed Budget Calendar

February 10	Detailed budget assumptions and revenue forecast to Executive Committee
March 2	Obtain Board concurrence on proposed draft budget assumptions
March 2	Provide mid-year FY15-16 Budget data to Board (no additional budget amendments are being requested)
March 31	Based on feedback from Executive Committee draft FY16-17 Budget Draft complete.
April 13	Draft FY16-17 Budget presentation to Executive Committee
April 21	Formal FY16-17 Budget presentation to RTAC
May 4	Final Board Budget presentation; Board adoption of FY16-17 Budget

Staff Recommendation

Approve the budget assumptions and budget calendar so that a detailed work plan and budget may be developed.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: B-2

TOPIC: Environmental Documentation for RTA
Partial Use of County Corp Yard in Paso Robles

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve Request for FTA Categorical
Exclusion for RTA Partial Use of County
Corp Yard in Paso Robles

At its January 6, 2016 meeting, the RTA Board of Directors directed staff to continue pursuing partial use of the County Corporation Yard in Paso Robles for bus parking, employee parking and a small modular office. Staff subsequently submitted an application for California Low Carbon Transit Operations Program funds to SLOCOG, and SLOCOG recommended that the region's annual LCTOP allocation of \$291,000 be dedicated to this important facility need. Staff then undertook an evaluation of the National Environmental Protection Act requirements for developing the land.

To use Federal Transit Administration funds for capital purposes, a grantee must demonstrate that no significant environmental impacts would occur as a result of the project. In addition, certain capital projects are eligible for a Categorical Exclusion if it can be demonstrated that no substantial controversy exists on environmental grounds, no significant parklands or historic resources would be affected, and the project would not conflict with any Federal, State or local law. The attached letter to Region 9 FTA Administrator Leslie Rogers provides a section by section analysis of potential environmental impacts and any related mitigations that would need to be implemented as part of the proposed project.

Should the RTA Board concur with staff's findings by affirming the information in the attached letter, staff will attach a copy of the letter to our existing FTA grant application in the online Transit Award Management System (TrAMS) for FTA consideration. FTA typically takes up to 45 days to complete its evaluation of a Categorical Exclusion request.

Staff Recommendation

Approve the attached letter for submittal to FTA Region 9 Administrator Leslie Rogers requesting a Categorical Exclusion to redevelop a portion of the County Corp Yard in Paso Robles for bus parking, employee parking and small office purposes.



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

March 2, 2016

Leslie Rogers, Regional Administrator
Federal Transit Administration Region 9
90 7th St., Suite 4-310
San Francisco, CA 94103-6701

Re: **Request Categorical Exclusion for RTA Use of County Corp Yard in Paso Robles**

Dear Mr. Rogers:

The San Luis Obispo Regional Transit Authority (RTA) is seeking FTA's concurrence that the proposed transit-related improvements on a portion of the San Luis Obispo County Corporation Yard property in Paso Robles for bus storage purposes should be considered as a Categorical Exclusion, and that no further/deeper NEPA environmental evaluation be required. In particular, RTA believes the proposed project should qualify for a Categorical Exclusion under C.F.R. §771.118(c)(9), which states:

"Assembly or construction of facilities that is consistent with existing land use and zoning requirements (including floodplain regulations) and uses primarily land disturbed for transportation use, such as: buildings and associated structures; bus transfer stations or intermodal centers; busways and streetcar lines or other transit investments within areas of the right-of-way occupied by the physical footprint of the existing facility or otherwise maintained or used for transportation operations; and parking facilities."

Categorical exclusion means a category of actions which do not individually or cumulatively have a significant effect on the human environment and which have been found to have no such effect in procedures adopted by FTA in implementation of these regulations (40 C.F.R. § 1507.3) and for which, therefore, neither an environmental assessment nor an environmental impact statement is required.

As detailed in the section-by-section analyses below, RTA's proposed action will not cause:

1. Significant environmental impacts;
2. Substantial controversy on environmental grounds;
3. Significant impact on properties protected by Section 4(f) of the DOT Act or Section 106 of the National Historic Preservation Act; or

4. Inconsistencies with any Federal, State, or local law, requirement or administrative determination relating to the environmental aspects of the action.

Aside from the locally preferred site described in more detail below, RTA also considered two alternate sites adjacent to the City of Paso Robles Airport. However, the Airport is located approximately 7 miles from the transit passenger facility / transfer center in Paso Robles. Moving our operations to the Airport area would increase deadhead miles-related operating costs and present staffing challenges due to its remote location. In addition, accessing the Airport from State Highway 46 would require an unprotected at-grade left turn across two travel lanes, which is difficult to safely complete (especially for our heavy-duty buses) given the 55 mph speed limit of approaching traffic. No transit vehicle maintenance or vehicle washing activities would be performed at the County Corp yard site; these types of activities would continue to be provided at RTA's maintenance facility in the city of San Luis Obispo. For these reasons, RTA deemed the County Corp yard site as its locally preferred site at its September 2015 meeting.

The attached "*Draft Feasibility and Findings Report for Bus Parking Area at County Corporation Yard in Paso Robles*" report (*Feasibility and Findings Report*) was adopted by the RTA Board of Directors at its January 6, 2016 meeting. The RTA Board also approved staff's recommendation to pursue further steps to implement the project (see attached Staff Report).

On a related matter, the City of Paso Robles and RTA consolidated all of the City's transit services into RTA for cost-efficiency and streamlined grant-making purposes on June 1, 2014. The County of San Luis Obispo also consolidated all its various rural community-based public transportation services into RTA for the same reasons in May 2012. As such, RTA is seeking this Categorical Exclusion determination on behalf of all the following North County-based transit services: RTA's intercity fixed route, RTA's countywide ADA paratransit, Paso Robles Express fixed route, Paso Robles Dial-A-Ride, County's Templeton Dial-A-Ride, and County's Shandon Dial-A-Ride.

Section 1: Project Description, and Purpose and Need

This proposed *RTA Use of County Corp Yard* project would provide storage for up to fourteen 40-foot and 45-foot coaches, five 25-foot cutaway vans, and 26 employee parking spaces, as well as placement of a 25-foot by 50-foot modular office building. It would replace two existing vehicle storage and administrative/operations oversight facilities currently located in Paso Robles. These two separate facilities are located at 8th/Pine Streets (primarily Paso Express small buses and vans) and 4th/Pine Streets (primarily RTA large buses) in downtown Paso Robles. Both of these existing City of Paso Robles-provided properties have recently been sold and are currently under development review. The lack of a long-term bus storage yard and small office near the passenger transfer station at 4th/Pine Streets would require RTA to

potentially incur significant new operating costs if we are forced to operate these services out of RTA's primary operations facility in San Luis Obispo (31 miles away).

The existing County Corp Yard property is comprised of four contiguous parcels in Paso Robles, and it is owned by SLO County. It currently includes storage of SLO County Public Works Roads Division medium- and heavy-duty construction and road maintenance equipment, as well as a small SLO County Fleet Services vehicle maintenance shop for light- and medium-duty vehicles. The site also includes one office trailer and a Seatrain storage unit used by the SLO County Agricultural Commissioner. Finally, another Seatrain storage unit is used by the UC Cooperative Extension Farm Advisor Office. RTA's proposed project would be constructed on a portion of the property that was formerly used to store roadway materials, including sand, gravel, decomposed granite and crushed bark, but this area is currently not being used for County operations.

Section 2: Location of Project

The County's Corp Yard property is located at 1735 Paso Robles Street, and is bordered by US-101 to the west, the Salinas River (typically dry except during rain events) to the east, a privately owned equipment storage yard to the north, and the northbound 13th Street on-ramp to US-101 to the south. It is comprised of four parcels totaling 8.59 acres, as follows:

1. APN 008-262-006 (3.34 acres)
2. APN 008-297-005 (3.82 acres)
3. APN 008-297-006 (1.00 acres)
4. APN 009-054-003 (0.43 acres)

A map of these parcels is provided in the attached *Feasibility and Findings Report*.

The first map below depicts the location of the two existing RTA bus storage yards, as well as the County's Corp Yard. The second map depicts the portion the County Corp Yard on which RTA's proposed project improvements would be implemented.



Section 3: Metropolitan Planning and Air Quality Conformity

The proposed project is consistent with the 2014 San Luis Obispo Council of Governments Regional Transportation Plan (RTP). The RTP is a comprehensive plan guiding transportation policy for the region and makes recommendations concerning improvements to the existing transportation network of highways, transit, air, water, rail and bicycling. Securing a location for the RTA Use of County Corp Yard project is seen as fulfilling several of the strategies for satisfying multiple recommendations in the RTP, including:

1. Support the incorporation of projects that enable access by transit, bicycling and walking. With regard to bicycling and walking, the project would be consistent with the Salinas River Trail plan.
2. Support the implementation of programs and projects that enhance multimodal transportation choices, limit automobile oriented development and promote pedestrian scale communities.
3. Work with Caltrans, local jurisdictions and transportation providers to develop transportation facilities and amenities that fit within the unique character of the community.

The location of the proposed project is within the jurisdiction of the San Luis Obispo County Air Pollution Control District (APCD). It would not be located in or directly adjacent to a Federal air quality non-attainment area. However, the air district currently exceeds the State standards of ozone and fine particulate matter. The APCD's 2001 Clean Air Plan (CAP) identifies emission control measures addressing the attainment and maintenance of State and Federal ambient air quality standards. The proposed project would not result in any inconsistencies with the adopted CAP, would not result in significant air quality impacts, and would not result in additional carbon monoxide generation. However, if RTA is forced to move all North County bus storage operations to our San Luis Obispo facility, that would result in adverse air quality impacts.

The CAP includes land use management strategies to guide decision makers on land use approaches that result in improved air quality. Implementation of the proposed project is not anticipated to conflict with the CAP because the project is limited to consolidation of two bus storage yards at an existing vehicle storage site. Proposed improvements would not increase population predictions estimated in the CAP for the city of Paso Robles. Construction of the proposed project would temporarily increase the number of vehicle trips for the short duration of the proposed construction phase (likely no more than 90 days). Operation of the proposed project would require no additional RTA employees in comparison to employee activities at the current two sites. The project is located within an urbanized area, and would address existing demands for public transit services. Due to the nature of the project, the proposed land use of the site would not change or require transportation control measures.

Therefore, the Metropolitan Planning and Air Quality Conformity impacts are expected to be less than significant.

Section 4: Carbon Monoxide, PM2.5 and PM10 Hot Spots

Implementation of the project would not result in serious traffic impacts. Furthermore, the proposed project is not located in a Federal non-attainment area or maintenance area for

carbon monoxide, PM2.5 or PM10. Although the proposed project would be located in a district that exceeds State standards of ozone and particulate matter, it would be consistent with the APCD's Transportation Control Measures T-2A Local Transit System Improvements and T-2B Regional Public Transit Improvements found in the CAP. Specifically, such local and regional transit improvements are anticipated to reduce emissions, vehicle miles traveled, and average daily trips – all of which help to reduce vehicle emissions in the region.

Section 5: Land Use and Zoning

The proposed project would be in keeping with existing City of Paso Robles land use and zoning requirements, and would use land already disturbed for transportation uses. The County Corp Yard property is zoned appropriately for Government uses, and it is surrounded by other public uses to the west and west-southwest (US-101, 13th Street and the northbound on-ramp), the Salinas River to the east, a commercial use (Taps Truck Accessories) to the southeast, and heavy equipment storage to the north and south-southeast. The implementation of the project would be compatible with surrounding land uses.

Section 6: Traffic and Parking Impacts

The proposed project would not seriously impact traffic patterns in and around the City of Paso Robles. RTA provided hour-by-hour employee arrival-departure data, as well as hour-by-hour bus departure-arrivals data, to public works and planning staff at both the County and the City; neither identified these vehicles movements as needing further review. No private vehicle parking would be eliminated as a result of the project.

Section 7: Cultural Resource Impacts

Paso Robles is located on the California Central Coast, which was inhabited by the Salinian Indians for thousands of years before the Mission Era. Paso Robles is located on what was once the Rancho Paso de Robles Mexican land grant that was purchased by the Blackburn family in 1857. The land became a rest-stop for travelers of the El Camino Real trail, and Paso Robles was known for its mineral hot springs. During this period, Paso Robles began to attract pioneer settlers who would become the founding members of the community. They would later establish cattle ranches, apple and almond orchards, dairy farms, and vineyards.

The current County Corp Yard is considered to be a developed and urban landscape, and the presence of undisturbed native soils is unlikely. The proposed project is not located in the immediate vicinity of any known cultural, historic or archeological resources. It should be noted, however, that the existing two facilities located at 4th/Pine Streets and at 8th/Pine Streets are located a few blocks away (to the east) from the City's Historic Preservation District

overlay zone; both of those bus storage facilities would be abandoned upon completion of the proposed project and would be available for more appropriate uses.

Section 8: Noise and Vibration Impacts

As the County Corp Yard is located directly adjacent to US-101, it is unlikely that implementation of the proposed project would have significant impacts on any noise or vibration sensitive land uses or other sensitive receptors. In fact, the landscaping improvements, as well as the presence of vehicles and the modular office building, could help attenuate freeway-related noise imposed on potentially sensitive receptors in the Salinas River corridor.

Section 9: Acquisitions & Relocations

No land acquisitions or displacements of any existing residents/businesses would result from implementation of the proposed project. The County has agreed in principle to allowing RTA to make pavement and security/lighting improvements, as well as installation of a modular office building, at its Corp Yard for bus storage, employee parking and administrative oversight needs. SLO County is a funding member of the RTA Joint Powers Agreement, and the County has agreed in principle to a minimum 10-year lease with RTA.

Section 10: Hazardous Materials

Since no real property would be required to implement the proposed project, RTA has not investigated the potential for contaminated soils and groundwater. RTA's proposed use on the property is consistent with historic heavy equipment storage and light- and medium-duty vehicle maintenance activities that exist today on the site. The attached *Feasibility and Findings Report* provides details on methods RTA would agree to implement in order to mitigate any potential impacts to sensitive nearby areas through appropriate design and storm water system maintenance procedures. In particular, as part of the project RTA would construct storm water capturing/clarifying features, and develop/abide by a Storm Water Pollution Prevention Plan to protect the nearby Salinas River watershed.

Section 11: Community Disruption and Environmental Justice Analysis

The proposed project would not divide the community or affect the community character. In fact, implementation of the proposed project would include City of Paso Robles-required landscape screening from the US-101 corridor, which would foster implementation of City goals in this regard. Furthermore, moving the current bus storage from the City core, which includes

some disadvantaged communities, would improve the look and feel of overall downtown Paso Robles community.

Section 12: Use of Section 4(f) Resources

Section 4(f) of the Department of Transportation Act of 1966 prohibits FTA and other USDOT agencies from approving the use of land from a publicly owned park, recreation area, or wildlife and waterfowl refuge, or any significant historic site, unless:

1. There is no feasible and prudent alternative to using the property, and
2. The proposed action includes all possible planning to minimize harm to the property resulting from such use.

The proposed site is not a 4(f) property. Directly adjacent to the proposed project site is the Salinas River Corridor and the planned Salinas River Trail. The Salinas River Trail Master Plan study was completed by SLOCOG in 2014. The proposed project would be located adjacent to the 5.5 mile section denoted as *Reach 5 – Paso Robles to San Miguel* (beginning at 13th Street in Paso Robles and continuing north to the community of San Miguel). As noted in the study report, there “are no existing formal or informal trails within this reach of the proposed trail alignment.” In a February 3, 2016 Staff Report, SLOCOG recognized that RTA’s proposed project would be physically separated (both in terms of distance and by a fence) from the Salinas River Trail project; this would help preserve the corridor and could result in furthering potential future implementation of the recreation trail.

Section 13: Impacts on Wetlands

RTA has reviewed the U.S. Fish and Wildlife Service Wetlands *Mapper* website to determine if the proposed project would have any direct or indirect impacts on designated wetlands. The project site itself is not located directly within a designated wetland, but the land directly adjacent (toward the east) is designated as PFOC (pond/marsh, forested and seasonally flooded) due to the location of the seasonal Salinas River. All of the proposed project facilities, paving/repaving, bus operations, bus parking, and other associated activities would occur within the existing disturbed and developed boundaries of the SLO County Corp Yard. In addition, all construction activities and staging equipment would be located outside of the designated wetland habitat.

A screenshot from the Wetlands Mapper website is shown below. No direct impacts to existing wetlands or other potentially jurisdictional features are proposed or expected to occur as a result of construction activities or bus storage operations occurring in the vicinity of this habitat.

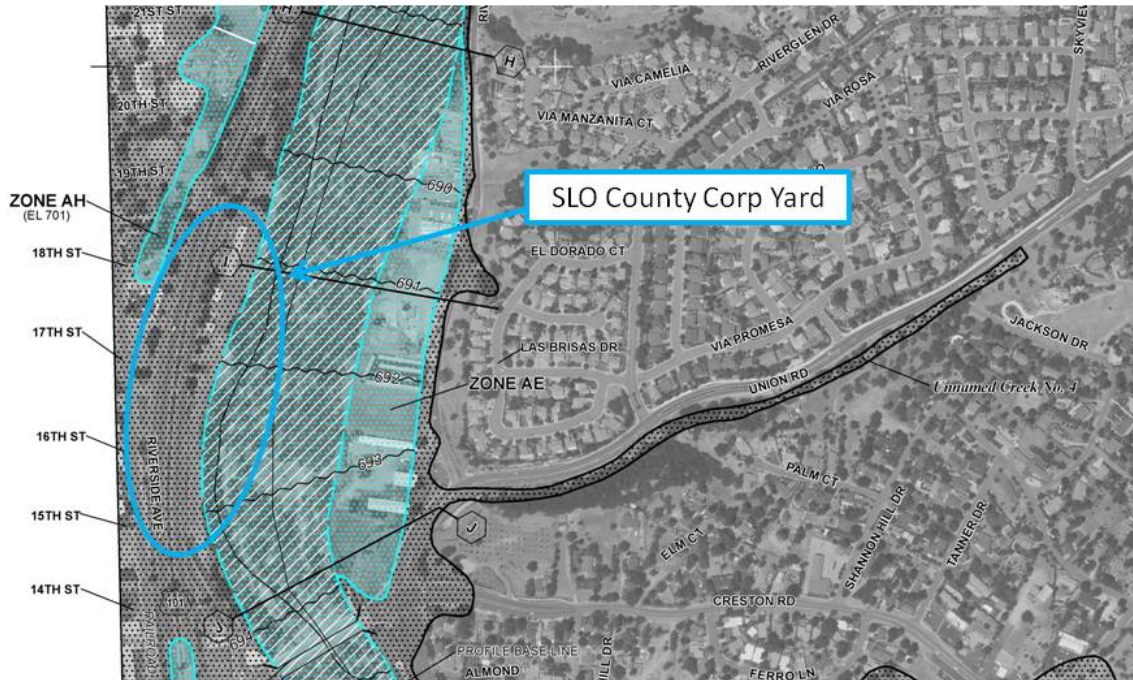


Section 14: Floodplain Impacts

The Salinas River watershed is periodically subject to major flooding. Intense but infrequent winter storms can result in significant watershed runoff, and flooding conditions are caused when preceding rains have saturated the watershed.

The National Flood Insurance Program 100-year floodplain is considered to be the base flood condition, which is defined as a flood event that has a 1% chance of occurring in each year. Floodplains near the proposed project include the nearby Salinas River along the eastern edge of the project site. According to the Federal Emergency Management Agency's National Flood Hazard Layer map, RTA's proposed project site is located in Map Panel Number 06079C0393G. Further reviews of the map clearly indicate that RTA's proposed project would lie at the western edge and potentially in some portions within the designated Floodway (Zone AE, Base Flood Elevations determined). See the graphic below for details on the Zone AE in relation to the proposed project site.

Proposed RTA Bus Storage in Relation to Floodplain



However, no parked vehicles or the proposed modular office building would lie within the Floodway. Further, the proposed project would not include any construction activities that would alter any disturbed or undisturbed property within the Floodway. Based on the location of proposed improvements within the existing facility area, stormwater runoff rates and flooding patterns of the Salinas River during and following storm events would not differ significantly from current conditions. In addition, the construction of facilities within flood hazard zones is subject to design standards incorporated in the Paso Robles City Municipal Code.

For these reasons, RTA believes that implementation of the proposed project would not be impacted significantly by the floodplain zone, nor would implementation of the proposed project have any significant impacts on the floodplain zone.

Section 15: Impacts on Local Water Quality, Wild and Scenic Rivers, Navigable Waterways, and Coastal Zones

The proposed project site is not located within a designated Wild and Scenic River area, nor is it located near Navigable Waterways, in a Coastal Zone or near a Sole Source Aquifer. According to recently published documents developed by the City of Paso Robles, the proposed project is located within the Salinas River Watershed (Hydrologic Unit Code 8: 18060005) in the Paso Robles Creek-Lower Salinas River Sub-Watershed (Hydrologic Unit Code 10: 1806000504). The Paso Robles Creek-Salinas River watershed encompasses approximately 143,654 acres in San Luis Obispo's north county region. This watershed includes the majority of Paso Robles city limits.

The peak elevation within this watershed is approximately 2,460 feet above mean sea level, located at the western boundary. The headwaters of this watershed originate in the Coast Ranges, east of the city of Paso Robles, and flow to the Salinas River and northward to the Monterey Bay National Marine Sanctuary. As of 2010, the Salinas River (upper, confluence of Nacimiento River to Santa Margarita Reservoir) was listed as an impaired waterbody by the U.S. Environmental Protection Agency. This waterbody is listed as impaired for the following uses: agricultural supply, municipal and domestic supply, non-contact water recreation, and water contact recreation. The causes of impairment include chloride, sodium, and pH, with the following probable sources contributing to impairment: agriculture, livestock (grazing or feeding operations), managed pasture grazing, natural sources, unspecified urban stormwater, and urban runoff/storm sewers.

Storm water drainage at the proposed site generally flows from southwest to northeast. The current site drainage conveyance system consists of various channels/curbing, catch basins, and storm drains that direct storm water flows from the SLO County Corp Yard operations to the nearby Salinas River. As the attached *Feasibility and Findings Report* stipulates the need for design elements to meet applicable storm water performance requirements, RTA would include those elements in the site improvement construction activities as part of the project. In particular, post construction water quality site design features would be implemented to treat water quality and provide runoff retention.

Construction and implementation of the project would not alter the existing drainage pattern of the site, result in a significant increase in the rate or amount of surface runoff, or result in flooding exceeding existing conditions during rainfall, because development of RTA's proposed project would occur entirely within SLO County Corp Yard boundaries and would not create a substantial new impervious surface.

Implementation of existing regulations, including a Storm Water Pollution Prevention Plan (including Best Management Practices, or BMPs) exclusively for RTA's operations and apart from SLO County's existing operations would mitigate the potential for adverse effects. Therefore, based on the location and design of the project, impacts are expected to be less than significant.

Section 16: Impacts on Ecologically-Sensitive Areas and Endangered Species

As described in the 2014 SLOCOG Salinas River Trail Master Plan, a number of sensitive animals and plants likely exist in the river corridor, although the Plan clearly states that further study would be necessary to determine if the Salinas River Trail project would impact any of those species. Nonetheless, the proposed project would be constructed on land that has already been disturbed for transportation uses. This is not considered a natural habitat and is not considered suitable for special-status plants or animals. Due to the existing level of disturbance, project impacts to this area are not expected to be significant.

Section 17: Impacts on Safety and Security

The project site is served by the Paso Robles Fire Department. The Paso Robles fire station is located approximately 3 minutes from the project site at 900 Park Street in Paso Robles. Access to the project site would be from 13th Street and Paso Robles Street. The proposed project would not impose a significant demand for fire protection services.

The project site is also served by the City of Paso Robles Police Department. The City of Paso Robles Police Department is located approximately 3 minutes from the project site at 900 Park Street in Paso Robles. Access to the project site would be from 13th Street and Paso Robles Street. Bus storage operations do not typically have a high demand for police protection, although there have been reports of transient homeless persons living along the Salinas River that might pose a potential security threat to employees and/or property. For that reason, RTA intends to install security lighting and possibly security cameras (similar to the systems used at RTA's primary operating facility in San Luis Obispo). The County Corp Yard is fully fenced, including a sliding gate that is locked every evening to protect County assets.

Overall, no new public safety facilities or additional personnel would be required due to the consolidation of the two existing bus storage facilities at the proposed site. Anticipated impacts are considered less than significant and no mitigation is required.

Section 18: Impacts Caused by Construction

Since this would be a relatively simple construction project located relatively far from sensitive receptors, construction activities are not anticipated to cause significant impacts. The site is almost entirely paved today, and the primary focus of the project would be to repair the existing pavement and replace decomposed granite sections with new asphalt to handle the weight of heavy-duty buses. In addition, placement of a modular office building would require utility connections and other relatively simple improvements (landscaping, irrigation, lighting, street furniture, etc.).

RTA would adhere to SLO County APCD requirements to reduce emissions during construction. These mitigation measures would be shown on all applicable construction plans, and include a variety of requirements related to construction equipment, diesel idling restrictions for construction phases, asbestos abatement (naturally occurring and materials in demolition), and fugitive dust reduction. With proper implementation of these mitigation measures, the estimated emissions associated with construction of the proposed project would be below established APCD thresholds and would ensure that potential impacts to sensitive receptors would be less than significant during construction of the project.

Section 19: Permits/Variations/Commitments Required

A construction permit would be required by the City of Paso Robles, although no zoning variances would be required. As part of preliminary discussions with City officials, RTA would be required to place a landscaping buffer at the western edge of the property to help screen bus storage operations from motorists traveling along northbound US-101. In addition, SLO County would require RTA to share the travel lane through our portion of the property to allow unfettered Fleet Services and Road Department access. Finally, SLO County would require RTA to develop and manage its own Storm Water Pollution Prevention Plan that would be separate from the County's SWPPP developed/managed for Fleet Services and Road Department activities. No other commitments are required.

Projected Costs for Implementation

The attached *Feasibility and Findings Report* also provides a construction cost estimate of approximately \$690,000 (including a 35% contingency, or \$179,000). Assuming 10-15% for final engineering and design, the total project cost would be between \$828,000 and \$966,000. RTA has already identified \$300,000 in FTA Section 5307 funds in FTA Grant CA-90-Z272; the remaining local matching funds will be comprised of California Low Carbon Transit Operations Program (\$291,000 grant application recommended by SLOCOG at its February 3, 2016 meeting) and California Transportation Development Act funds. RTA herein asserts that it will have sufficient funds to implement the project, as well as on-going funds to operate the facility into the future.

Conclusions and Affirmations

In submitting this RTA Use of County Corp Yard Categorical Exclusion request to the FTA, RTA affirms that it has reviewed and supports the information presented documenting the proposed action as meeting the criteria for a Categorical Exclusion in accordance with 23 CFR Part 771.118 (c)(9). Following independent review and verification by FTA, RTA requests that we be notified of the acceptability of its submission so that we can move forward with final design and engineering of the site.

A copy of this letter and the referenced reports will be attached to FTA Grant CA-90-Z272 in TrAMS. Feel free to call me at (805) 781-4465 with any questions or comments.

Sincerely,

Geoff Straw
RTA Executive Director

cc: Catherine Lu, FTA Region 9
Ron DeCarli, SLOCOG Executive Director

Attachments:

1. January 6, 2016 RTA Staff Report, *Seek Board Direction on Bus Yard in Paso Robles*
2. *Draft Feasibility and Findings Report for Bus Parking Area at County Corporation Yard in Paso Robles* report

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

January 6, 2016

STAFF REPORT (AMENDED)

AGENDA ITEM: B-2

TOPIC: Seek Board Direction on Bus Yard in Paso Robles

ACTION: Review and Approve

PRESENTED BY: Geoff Straw, RTA Executive Director

STAFF RECOMMENDATION: Approve

BACKGROUND/DISCUSSION:

Note: This report replaces the original document that was posted on RTA's website on December 18, 2015. Any deleted language from the original document is denoted using ~~strikethrough~~, and any new language is denoted using underline.

As mentioned in previous Board meetings, RTA's use of the City of Paso Robles-provided bus parking yard at 4th & Pine will cease when the new property owner takes over. The current lease with the City indicates a 30-day notice. In addition, we will lose use of the City-provided operations facility at 8th & Pine when the adjacent property owner develops their land.

At its September 2015 Board meeting, staff presented results from a request for qualifications to assist with development of a concept design for RTA partial use of County Corp Yard in Paso Robles (adjacent to northbound Spring Street onto US-101 on-ramp). The Wallace Group was selected to complete the study.

Staff met with stakeholders on September 9th to kick-off the study. The consultant followed-up with one-on-one interviews with each stakeholder, including representatives from the City (Planning and Engineering offices) and the County (Real Estate, Road, Shop, and Ag Commissioner offices). ~~Attached is the concept layout, and staff will post the preliminary cost estimates on the RTA website when those are provided to us by the consultant in late December or early January – but certainly within 48 hours of the January 6 Board meeting.~~

Attached is the *Draft Feasibility and Findings Report* for the project, which includes a concept layout and a Preliminary Engineer's Opinion of Probable Construction Costs (last page). As shown, the preliminary cost estimate is \$690,000 and does not include necessary soft costs for final design, environmental review, etc. – those costs typically amount to 20 to 40 percent of construction costs. The preliminary cost figure does include a 35% construction contingency, or approximately \$179,000. All told, this project

as presented will require on the order of \$828,000 to \$966,000 in capital revenues to implement.

In terms of on-going operating costs, RTA would need to negotiate lease payments to the County for use of their land. We would also need to develop site maintenance costs that would likely be higher than we currently expend to maintain our existing two sites in Paso Robles – particularly since the City of Paso Robles would require enhanced landscaping to “screen” the facility’s operations from US101. It should be noted that the City has graciously provided the 4th & Pine Streets bus parking area to RTA at no cost for many years, although RTA shares in the cost of the offices at 8th & Pine Streets. In short, moving to a long-term parking lot with necessary offices will obviously result in increased operating costs for RTA no matter where we end up.

Another “risk” element is that the City of Paso Robles has expressed a desire for the County Corp Yard site to ultimately be redeveloped as a “riverwalk” project, and wishes a maximum lease limit of ten years for RTA’s project. The County, however, plans to maintain use of their corporation yard facility indefinitely. If our project moves forward and we seek Federal Transit Administration or Proposition 1B funds to make necessary site and tenant improvements, it is likely that our funding partners would accept a minimum ten-year lease but they typically express support for a longer term.

Staff has programmed \$300,000 of Federal Transit Administration Section 5307 funds for tenant improvements necessary for a long-term facility. The FTA grant would require \$75,000 in local matching funds. If the Board directs staff to move forward with developing a portion of the County Corp Yard, staff will submit the FTA grant application and seek to budget the necessary local funds.

Staff Recommendation

Review the concept layout and preliminary cost estimate to improve a portion of the County Corp Yard in Paso Robles. Provide direction to the Executive Director on negotiations with the County of San Luis Obispo to determine on-going lease costs. Direct staff to submit a grant application to the FTA to fund the tenant improvements.

MEMORANDUM

Regional Transit Authority (RTA)

RTA Concept Plan for County Corporation Yard in Paso Robles – 1307-0001.



Date: December 29, 2015
To: Mr. Geoff Straw, RTA Executive Director
From: Jorge Aguilar, PE 48704
Subject: **Draft Feasibility and Findings Report for
Bus Parking Area at County Corporation Yard in Paso Robles**

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

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GIS SOLUTIONS

WATER RESOURCES

I. Introduction

The Regional Transit Authority (RTA) is a joint powers authority that operates public transportation service in San Luis Obispo County and connecting into the northern part of Santa Barbara County. RTA not only operates fixed route bus services connecting cities throughout San Luis Obispo County but also includes Americans with Disabilities Act (ADA) complementary paratransit service (Runabout) to meet additional needs. In the north San Luis Obispo County area RTA has leased locations to base operations and park its fleet at and near the Paso Robles Train Station. The sites will no longer be available for lease and thus RTA is seeking a new site in which to base operations and park its fleet.

The desire for a new RTA North County Operations site is that it would accommodate its current and future planned fleet of buses and vans, as well as employee parking and office space for RTA drivers and staff. Specifically, the site would need to host the facilities currently located at the Train Station location, including a supervisor's office, an employee breakroom a kitchen, and storage space. The ideal site would be a long-term (10 years or more) facility that would accommodate RTA's fixed-route and demand-response bus service throughout SLO County, and be located sufficiently near the major bus routes to minimize what RTA refers to as "dead-head" costs of transporting vehicles to and from their routes. RTA has identified the County Corp Yard located in Paso Robles as a possible site, and has contracted Wallace Group to assess stakeholder needs, conduct a preliminary feasibility analysis, and prepare a conceptual site plan if appropriate.

Wallace Group staff attended a kickoff meeting hosted by RTA at the Paso Robles Train Station location, and subsequently conducted interviews with stakeholders identified by RTA, including: County of San Luis Obispo Public Works Roads Division, County of San Luis Obispo Fleet Services, and County of San Luis Obispo General Services Real Estate Division; the City of Paso Robles Planning and Public Works Departments; the UC Cooperative Extension Farm Advisors and the County Agricultural Commissioner;. These meetings informed the feasibility assessment and the conceptual planning process outlined in this report. It is important to qualify that this preliminary assessment did not include the benefit of site specific surveys including but not limited to topographic mapping, geotechnical and environmental

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A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

analysis. Due to the preliminary nature of this effort the exhibits and recommendations are to be confirmed by subsequent more site specific and detailed analysis.



The relocation of the RTA operations site (the project) will require improvements at the County Corporation Yard. The project is to be funded by a combination of funds, currently consisting of \$75,000 in local funds and \$300,000 in federal funding. According to preliminary property information, the current County Corp Yard is a combination of parcels and remnant roadway right of way from the City roadway grid prior to the construction of US 101 by the state. The County owns the majority of the parcels at this site, and the City of Paso retains ownership of roadway right of way remnants at the site as well. City staff have indicated the City will likely support an approximate ten-year use by RTA of the site, but would like to see the site used for "Riverwalk" and other planned purposes beyond the ten-year timeline.

II. Process Overview

The preparation of this report involved the initial kickoff meeting, followed by a site visit at the current RTA bus parking lot as well as at the proposed County Corp Yard site. Individual stakeholder meetings were then conducted with each of the RTA-identified stakeholder groups. Based on stakeholder conversations and feedback, a preliminary site plan was developed (see Attachment 1) with the aim of determining if the site was feasible to hold the proposed RTA facilities while reasonably accommodating the needs of all users and being sensitive to their specific operations. Ongoing contact was maintained with RTA staff during these interviews to ensure that needs were being met with regards to the project planning process. Careful documentation of the findings of stakeholder meetings was completed to inform this report and ensure that known issues were addressed. Readily available information such as County wide aerial imagery, record topographic mapping and record right of way maps were used for this feasibility assessment and concept layout. It is important to note that initial layout information and engineers opinions of probable construction costs will require further refinement with more site specific information and review.

III. Summaries of Stakeholder Interviews and Key Interests

San Luis Obispo County Public Works Roads Division, Fleet Services, and General Services Real Estate Division

Tim Cate, Rocky Buoy, and Shauna Dragomir attended this stakeholder meeting with Wallace Group staff members Jorge Aguilar and Marisa Lee, held at County Offices in September. The main topics of interest discussed at the meeting are outlined below:

- Fleet Services would like to ensure the ease and comfort of customers (sometimes timid drivers) passing through the industrial RTA lot and into the shop area. The RTA area should be easy to navigate, contain minimal clutter, and offer a straight path through the site.
- A fence with a locked gate would be preferred separating the RTA area from the County area. The preference for the type of fence was provided (see Figure 1).



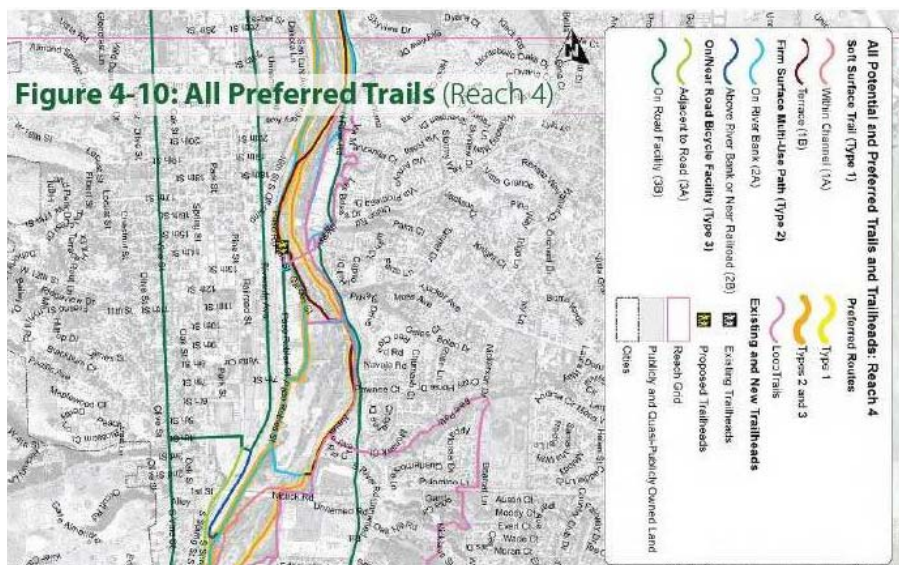
Figure 1: County Fleet Services preference for fence style between County Corp Yard and RTA parking lot.

- The Roads Division would like the route through the RTA site to be a paved, relatively straight 20' road path providing direct access. The preference is that the buses travel on a paved path and do not drag mud or dirt around the site.
- Concern was expressed regarding future maintenance of the site and pavement, with regards to who would be responsible for it as well as whether the Board of Supervisors would require a long term maintenance plan for approval of the project. RTA would need to be responsible for future pavement maintenance.
- RTA would need to provide its own SWPPP for its portion of the site, separately from those being prepared by County Roads and County Fleet Services.
- Neither Roads Division nor Fleet Services has need for additional lighting in their areas.
- The County plans to remain on this site indefinitely and would assume that those operations would be unaffected by RTA north of the existing concrete pad area in the center of the Corp Yard.
- The County Assessor's Map for this parcel was sent by the Real Estate Division after the meeting (see Figure 2), along with a recommendation for leasing procedure (see Concept Overview section).

would likely require an assumed 10' of horizontal planting space along the entire the freeway fence perimeter on the west side of the site. This planting area would need to occur on the local side of the state right of way fence as opposed to the highway side as the City believes that a Caltrans encroachment permit for planting and maintenance agreement would be difficult to obtain. Plantings would need to be dense (oleander was discussed as an example) and RTA would need to be responsible for maintenance of this landscaping.

- The City mentioned coordination and consistency with SLOCOG's county-wide Salinas River trail plan which envisions a route through this area in the future (see Figure 3).

*Figure 3:
Potential and Preferred
Trails Exhibit from
SLOCOG Salinas River
Trail Master Plan.*



UC Agriculture Advisor

Mary Bianchi and Royce Larsen attended this meeting at the UC Agriculture Office in early October with Wallace Group staff members Jorge Aguilar and Marisa Lee, held at County Offices in early October. The main topics of interest discussed at the meeting are outlined below:

- The UC Ag Advisor owns and uses the southernmost seatrain container and also stores items in the adjacent County Ag Commissioner seatrain. They have just acquired the white trailer, and are planning on moving their storage from the County Ag seatrain into the trailer (see Figure 4). They have halted this process upon receiving word that the trailers may be moved as a result of this project.

*Figure 4:
Looking to the northwest, seatrains
and trailer used by UC Agriculture
Advisor and County Ag Commissioner.*



- A significant concern of the UC Ag Advisor is access to their storage, sometimes as late in the evening as 10 p.m. Secure storage that is locked, and continued electricity to their trailer is key for their needs.
- In the event of a new building potentially being made available to them through this project, the UC Ag Advisor would require roughly 500-600 square feet of storage space, locked and secure, with an electrical hookup, and preferably separated by a wall, as occasionally items are stored that are odorous due to exposure to manure or chemicals.
- The UC Ag Advisor would like to be updated with progress reports regarding this project, as they would like to resume the move from the seatrain to their new trailer as soon as possible.
- The UC Ag Advisor anticipates that they will stay at this location until they have the opportunity to move to Templeton, where their office is. If they were to move, they would need a building or container that was compliant with the Templeton Community District Design Standards.

County Agriculture Commissioner

This meeting was held on the phone with Karen Lowerison in October with Wallace Group staff member Marisa Lee. The main topics of interest discussed in the teleconference are as follows:

- The Ag Commissioner has an approximate 8' x 20' seatrain, currently being used partially by the UC Ag Advisor as referenced above (see Figure 4). They would like to retain this storage facility or its equivalent.
- The Ag Commissioner would like to be able to do the mixing (of water and chemicals) for their "weeds program", a countywide program that sprays for invasive weeds, on this site. This would require a hookup to a heavy duty water hose and an adjacent flat space where they could pull up a 400 gallon water truck to do the mixing.
- Although they understand the City's interests, the Ag Commissioner foresees their continued presence on this site as indefinite, until another viable alternative becomes available. They are on the lookout for an alternative location and exploring other ideas, however the decision to move is out of their hands directly and depends on the county budget decision making. Ideally they would like to be collocated with their office space in Templeton.

IV. Concept Feasibility Assessment and Overview

Preliminary aerial photography and topographic survey for this area came from a past City project that overlapped this project site. The previous topographic mapping did not contain the fence layout of the current County Corp yard however, so a surveyor was sent to the site to determine the existing fence line locations and added that to the base drawing file to enhance the base map. Assumptions were made on limits of existing asphalt areas and durability of those areas that could require potentially significant revisions to the construction cost estimating. Further geotechnical review

and survey mapping is deemed a critical component need to refine preliminary assessments. While the proposed site information is preliminary due to these and other considerations it is assumed sufficient for feasibility and planning services.



The site is generally narrower on the south near the on-ramp area to northbound US 101 and wider on the north where existing County facilities and operations are located. At the entry area to the site pavement has been placed in the past that could be used as a base for an overlay (subject to geotechnical analysis). Further north the entry to the current County Corporation Yard is gated and the gate is expected to be relocated to allow for RTA operations (see Figures 5 and 6):



Figure 5: Current conditions photos. Looking south to northbound US 101 on-ramp and Paso Robles Street area at southern entryway to site (future employee parking spaces and modular building to be placed along right side of photo adjacent to US 101 right of way).

Figure 6: Current conditions photos. Looking north at existing gate to County Corporation Yard. Gate to be moved to the new entryway farther south.



North of the current gate location the available area widens which will allow for bus parking and turning area, see Figure 7.



Figure 7: Current conditions photos. Looking south towards existing gate area. Future Runabout van and RTA bus parking area proposed at right side of photo.



Stakeholder interviews and site visits were a key part of the process that informed the feasibility assessment and initial planning effort for the proposed project. With Stakeholder input during the initial on-site meeting, it was determined that the vehicular path of travel should be along the easterly side of the open southern area, and that the proposed bus and vehicle parking should be located along the westerly or highway side of the project site south of the existing County operations area. This configuration concept was discussed to minimize potential conflicts with ongoing County operations as well as any potential for untreated runoff into the river corridor by pushing the parking area away from the river area and towards the existing highway. Attention is directed to Attachment 1, RTA Conceptual Fleet Parking Lot Layout.



Figure 8: Current conditions photos. Looking north at the existing County Corp Yard (fence and gate proposed to be added south of the seatrains and trailer to separate RTA operations area from County Corporations Yard area).

The existing seatrain containers and trailer used by the Agriculture Departments of the UC Extension and the County were assumed to be left at or near their existing location, so as to minimize impact on these users. If possible, access to water and a flat site for mixing material would be desired by the County Agriculture Commissioner and that may be possible pending further analysis. Per City of Paso Robles request, a ten foot planted buffer area along the US 101 perimeter was assumed to be set aside along the highway fence line for the entire length of the project site. The existing entry gate to County facilities and services is assumed to be moved to the south to a new site entrance, and fencing is proposed to be added along the river side of the entry driveway area and on the south end of the site where it did not already exist. These modifications are intended to create a site that is completely enclosed by fences and gates for site security. An additional fence and gate is proposed to be added as the separation between RTA's site and the County Fleet Maintenance site, per the request of County Fleet Services. Locks would be provided by County site operators to allow RTA entry to those areas used by RTA operators while still allowing County staff to enter through those areas to the County facilities areas.

In the proposed Concept Plan, the bus parking has been shown pushed to the northernmost and widest part of the available site area, south of but abutting the seatrains and trailers. Bus parking stalls are shown as 12.5' wide x 56' long spaces delineated at a 60 degree angle for ease of bus parking and to maximize the available space. The parking spaces for the cutaway vans are adjacent to the bus parking area, accommodating the site as it narrows. A 50' x 25' modular office space is planned just to the south of the diagonal van parking, and is planned to include the required storage space (12' x 14'), driver break area with kitchen (14' x 20'), and supervisor office (12' x 14'), accessible by an outdoor breezeway. The employee parking spaces (10' x 20'), increased in number from 20 to 26 after the initial kickoff meeting, will be at a 90 degree angle along the highway fence at the southernmost end of the site where the site is the narrowest.

Bus turn templates using Auto-Turn (an industry standard vehicle turning software package) were used on the site mapping to determine feasibility of the bus movement needs overlapped onto the parking and facility area set asides. Perimeter lighting for the parking areas should be considered for security purposes. Lighting should be pointed and shielded to illuminate downward and minimize "light pollution", start at the new entryway, continuing along the highway side of the site, and around the new building. Lighting is not recommended along the river side of the site, as to minimize disruption to the natural habitat corridor. The final design should take into account ADA compliance by providing the requisite ratio of ADA parking spaces with accessible paths to the proposed building.

A structural section should be considered that provides a class II base and a hot mix asphalt (HMA) overlay. The structural section should be calculated with the high volume and turning movement of heavy vehicles in mind. The existing site is partially paved with an unknown depth of HMA and base. For estimating purposes it is assumed that this area would suffice for future use with a minimal overlay while an HMA and base section would be needed in areas that are not currently paved.

Stormwater quality / SWPPP considerations – Based on preliminary information and the conceptual site plan shown in Attachment 1 the proposed site will require post construction water quality site design features to treat water quality and provide runoff retention (see Attachment 2 Post Construction Stormwater Requirements – RTA Paso Robles Bus Parking). This initial assessment includes the assumption that existing

asphalt areas will not be removed but rather remain in place with an overlay and not substantial change to line and grade.

Right of Way and Lease considerations - The proposed project site is comprised of four County-owned parcels and one City owned roadway right of way remnant (as represented on the original 1886 Plat Map of Paso Robles) strip of land. The County Real Estate Division has identified the following as a likely process for leasing in an email correspondence on October 6, 2015:



“Ultimately, when terms are fully quantified and agreed in theory, and at such time as the underlying issue with the City's ownership of APN 008-297-003 is better understood, the County would draft a lease with SLORTA for the use of the property. The lease would need to be approved by the County Board of Supervisors. The lease would include certain requirements, one of which would be that SLORTA obtain any and all applicable permits from the City of Paso Robles for its use of the property, SWPPP, site layout, etc.”

Preliminary Opinion of Probable Construction Cost and Project Development Support Costs – The preliminary nature of this feasibility assessment does allow the detailed analysis possible with project specific topographic and right of way mapping, utility investigation, geotechnical and environmental studies used for final design packages. However, the initial planning level assumptions do allow for higher contingencies in the cost estimating process. Typical planning level estimates reflect preliminary assumptions for pavement sections, grading and other significant cost items then include higher level of contingencies to account for the unknown factors. For this study prior aerial mapping for the area was augmented by site specific visits and stakeholder interviews to make assumptions on potential utility connection available at the site as well as the potential feasibility to minimize costs for new pavement by using the existing pavement where possible. Attachment 3, Preliminary Engineers Opinion of Probable Construction Costs shows a rounded construction cost estimate of six hundred and ninety thousand dollars (\$690,000) that includes a contingency of 35%. It is important to note that the construction cost estimate does not include the project delivery support costs for technical support such as topographic mapping, geotechnical analysis and recommendations, environmental clearance, design and permits, construction management and agency administrative support costs. Those costs have not been estimated but may typically range from 20% to 40% of the construction costs dependent on a variety of factors.

V. Summary and Recommendation

RTA needs to relocate operations in the northern San Luis Obispo County area. RTA has identified a potential site at the existing County Corporation Yard in Paso Robles at which it might base its North County operations to park a fleet of vehicles, provide office space and RTA employee parking. County representatives and other interested City and agency stakeholders have been interviewed and the use of a portion of the existing County Corporation Yard appears to be acceptable to all contacted representatives for at least a ten year term.

A preliminary Concept Plan has been produced that indicates the site is a feasible location for the purposes RTA requires while maintaining compatibility with existing agency operations as described by the stakeholder representatives. However, currently identified available funding is below the estimated needs for construction and support costs. It is recommended that RTA determine if additional funding can be

obtained and if so pursue site specific design and environmental clearance activities including but not limited to: topographic and right of way delineation mapping, geotechnical investigation of the site and recommendations for design, determining lease agreement terms with County of San Luis Obispo representatives, design refinement and environmental clearance, permitting and final design, construction support and inspection.



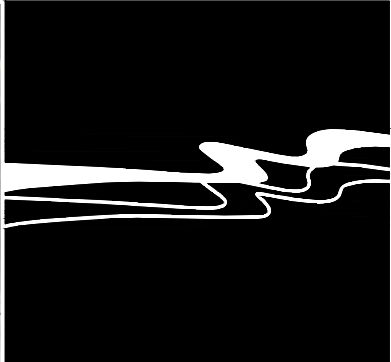
Attachments:

Attachment 1 – Conceptual Fleet Parking Lot Layout Plan

Attachment 2 – Post Construction Stormwater Requirements – RTA Paso Robles Bus Parking

Attachment 3 – RTA Bus Parking at County Corp Yard Preliminary Engineers Opinion of Probable Construction Cost

Attachment 1



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SIGNATURE

DATE SIGNED

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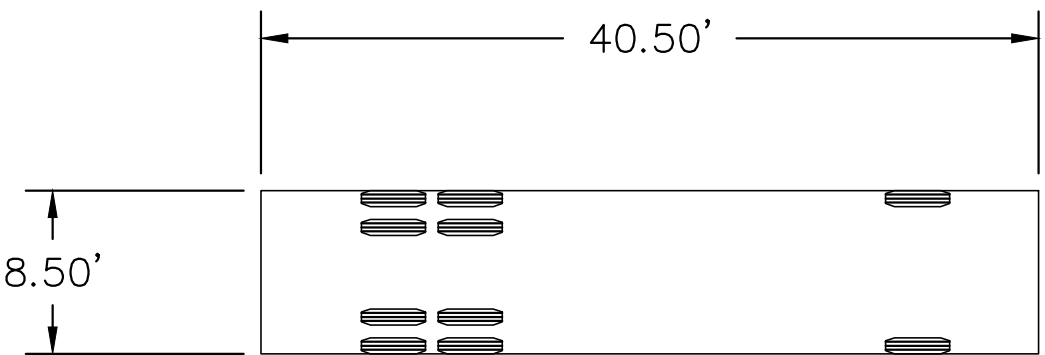
REGIONAL TRANSIT AUTHORITY
CONCEPTUAL FLEET PARKING LOT LAYOUT
AT COUNTY CORP YARD IN PASO ROBLES

JOB #: 1307-0001
DESIGNERS: MRL / JA
DRAWN BY: MRL
DATE: 11/09/15
DRAWING NO.
1
1 OF 1 SHEETS



SITE REQUIREMENTS

- 1) 14 - 40' BUSES
- 2) 5 - 25' CUTAWAY VANS
- 3) 26 EMPLOYEE PARKING SPACES
- 4) MODULAR OFFICE:
12X12 STORAGE
DRIVER BREAK ROOM/KITCHEN
SUPERVISOR OFFICE



DESIGN VEHICLE: AASHTO BUS-40

Post Construction Stormwater Requirements – RTA Paso Robles Bus Parking

Within MS ₄ Permit Boundary	Yes, City of Paso Robles
Watershed Management Zone	Zone 4
Groundwater Basin	Salinas Valley
85 th Percentile Rainfall	0.9"
95 th Percentile Rainfall	1.5"
Proposed Project Type	Bus Parking Lot
Anticipated Net Impervious Area	22,341 sf

POST-CONSTRUCTION REQUIREMENTS MATRIX						
Based on the "Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region"						
Central Coast RWQCB Resolution R3-2012-0032						
Regulated Project Size						
	One Single Family Home	All Others	WMZs	Storm Event	Storm Water Control Plan Required?	Caveats Reference Section listed in ()
Tier 1 Site Design	≥ 2,500 SF Impervious	≥ 2,500 SF Impervious	All	N/A	No	None
Tier 2 Water Quality Treatment	≥ 15,000 SF NET Impervious	≥ 5,000 SF NET Impervious	All	85th Percentile	Yes	Treatment for Existing Impervious (B.3.b) Technical Infeasibility (C.1) Watershed or Regional Plan (C.2.b) Urban Sustainability Area (C.3.b)
Tier 3 Retention	≥ 15,000 SF NET Impervious	≥ 15,000 SF Impervious	Some	85th or 95th Percentile, depends on WMZ	Yes	Redevelopment (B.4.b) Undisturbed and Natural Landscape Areas (B.4.d.iv) 10% Adjustment for Technical Infeasibility (B.4.e) Special Circumstances: Wetlands (B.6) Watershed or Regional Plan (C.2) Urban Sustainability Area (C.3)
Tier 4 Peak Flow Management	≥ 22,500 SF Impervious	≥ 22,500 SF Impervious	Some	2-year through 10-year	Yes	Special Circumstances: Altered Channels (B.6.a.i) Technical Infeasibility (C.1.) Watershed or Regional Plan (C.2) Urban Sustainability Area (C.3)
NOTES						
Refer to Section B.1 for definition of "Regulated Project". Regulated Projects do not include maintenance or listed specific project types.						
WMZ = Watershed Management Zone, as delineated by the RWQCB. Refer to maps attached to Post Construction Requirements.						

Applicable Performance Requirements

No. 1: Site Design & Runoff Retention **Yes**

No. 2: Water Quality Treatment **Yes**

No. 3: Runoff Retention **Yes, retain the 95th Percentile Storm**

$$C = 0.858i^3 - 0.78i^2 + 0.774i + 0.04 = 0.89, i = 1$$

$$\text{Retention Volume} = .89 * 1.5/12 * 22,341 = 2,500 \text{ cf}$$

No. 4: Peak Management **No**

No. 5: Special Circumstances **No**

Assumptions:

All existing asphalt will not be removed but will remain with an overlay (routine road maintenance, no change in line or grade).

RTA BUS PARKING AT COUNTY CORP YARD
 IN PASO ROBLES, CA
 COUNTY OF SAN LUIS OBISPO
 WALLACE GROUP PROJECT NO. 1307-0001

Attachment 3

December 27, 2015

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

ITEM NO.	ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	150608	REMOVE CHAIN LINK FENCE	70	LF	\$30.00	\$2,100
2	150772	REMOVE CURB	50	LF	\$22.00	\$1,100
3	151540	RESET CHAIN LINK FENCE	70	LF	\$30.00	\$2,100
4	152381	RELOCATE 20' GATE	1	EA	\$2,000.00	\$2,000
5	190101	ROADWAY EXCAVATION	690	CY	\$55.00	\$37,950
6	260203	CLASS 2 AGGREGATE BASE	560	CY	\$80.00	\$44,800
7	390132	HOT MIX ASPHALT (TYPE A)	1760	TON	\$100.00	\$176,000
8	394073	PLACE HMA DIKE (TYPE A)	580	LF	\$9.00	\$5,220
9	800360	CHAIN LINK FENCE (NEW)	530	LF	\$20.00	\$10,600
10	802540	20' CHAIN LINK GATE	1	EA	\$3,000.00	\$3,000
11	840504	4" PAINTED TRAFFIC STRIPE (PARKING STALLS ONLY)	1560	LF	\$0.20	\$312
12		EROSION CONTROL MEASURES	1	LS	\$5,000.00	\$5,000
13		MODULAR BUILDING	1250	SF	\$50.00	\$62,500
14		LIGHTING	8	EA	\$2,000.00	\$16,000
15		ELECTRICITY METER	1	EA	\$5,000.00	\$5,000
16		WATER SYSTEM TO MODULAR BUILDING	1	LS	\$6,000.00	\$6,000
17		SEWER SYSTEM TO MODULAR BUILDING	1	LS	\$3,000.00	\$3,000
18		STORMWATER CONTROL (INLETS, PIPING, BIORETENTION ETC)	1	LS	\$15,000.00	\$15,000
19		PLANTED BUFFER (PLANTING AND IRRIGATION)	6600	SF	\$10.00	\$66,000
20		Mobilization	1	LS	\$47,000.00	\$47,000
SUBTOTAL						\$510,682
PLANNING LEVEL CONTINGENCY (35%)						\$178,739
TOTAL ESTIMATE						\$689,421
ROUNDED TOTAL PRELIMINARY ESTIMATE-						\$690,000

DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MINUTES OF JANUARY 6, 2016
C-1

BOARD MEMBERS PRESENT:

JAN MARX, CITY OF SAN LUIS OBISPO (*President*)
LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (*Vice President*)
DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO (*Past President*)
SHELLY HIGGINBOTHAM, CITY OF PISMO BEACH
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
JAMIE IRONS, CITY OF MORRO BAY
TOM O'MALLEY, CITY OF ATASCADERO
JIM GUTHRIE, CITY OF ARROYO GRANDE
JOHN SHOALS, CITY OF GROVER BEACH (arrived at 8:34 a.m.)
STEVE MARTIN, CITY OF PASO ROBLES
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
FRANK MECHAM, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO

BOARD MEMBERS ABSENT:

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, CFO & DIRECTOR OF ADMINISTRATION
TIM MCNULTY, SAN LUIS OBISPO COUNTY COUNSEL
MARY GARDNER, MARKETING & COMMUNITY RELATIONS MANAGER
PHIL MOORES, OPERATIONS MANAGER
OMAR MCPHERSON, GRANTS MANAGER

CALL TO ORDER AND ROLL CALL: **President Debbie Arnold** called the meeting to order at 8:33 a.m. A roll call was taken and a quorum was present.

President Arnold: announced that the Regional Transit Authority (RTA) Closed Session will be addressed first. She called for any Board/public comments on the RTA Closed Session item. There were no comments.

CLOSED SESSION: The RTA Board went into Closed Session at **8:34 a.m.** and returned to Open Session at **8:48 a.m.**

President Arnold: reconvened the joint meeting at 8:48 a.m.

2. SLOCOG AND RTA BOARD ADMINISTRATIVE ITEMS:

a. Welcome New Board Members: The Board membership remains the same (no new board members).

b. ELECTION OF OFFICERS:

Public Comments: There were no public comments.

President Arnold: called for nominations for President and Vice President.

For President: Board Action on a voice vote: Board Member Shelly Higginbotham moved to nominate 2015 Vice President Jan Howell Marx for President. Board Member Fred Strong seconded, and the motion passed unanimously.

Past President Arnold: turned over the meeting to newly elected **President Jan Howell Marx**. President Marx noted that traditionally, the Board alternated electing the Vice President representing the south or central or north region of the county.

For Vice President: Board Action on a voice vote: Past President Debbie Arnold moved to nominate Board Member Lynn Compton for Vice President. Board Member Bruce Gibson seconded, and the motion passed unanimously.

C. PRESENTATION: Plaque of Appreciation to Outgoing President Debbie Arnold: President Marx presented the Plaque of Appreciation, acknowledging Past President Arnold's contribution and service as SLOCOG/RTA Board President in 2015, and Vice President in 2014. RTA Executive Director Geoff Straw presented Past President Arnold with a replica bus stop sign that says, "Thank You Debbie Arnold!"

Past President Arnold thanked everyone for the recognition, noting that she is proud to serve as president for two wonderful organizations. A photo opportunity followed.

d. EXECUTIVE COMMITTEE ASSIGNMENT: President Marx pointed out that the newly elected officers and the Past President will now serve as the new members of the Executive Committee.

Board Action on a voice vote: Board Member Fred Strong moved and Board Member Frank Mecham seconded to approve the new composition of the Executive Committee, namely: **President Jan Howell Marx, Vice President Lynn Compton, and Past President Debbie Arnold**. The motion passed unanimously.

Public Comments: **Mr. Eric Greening**, Atascadero, is sorry **Ms. Shelly Higginbotham** leaving the Executive Committee but knows **Ms. Lynn Compton** will help with the southern county issues. He also would like to thank **Ms. Anna Mafort-Lacy** for her service to the organization, RTAC, and SSTAC. He asks if the draft for the Short Range Transit Plan can be part of conversation with the public, **Mr. Geoff Straw** said yes. He feels it would be something of interest to the people he sees on the bus and feels it would be good to hear from them. He feels there are a lot of good choices in the plan but also some bad and feels like hearing from the public about what they think.

A. INFORMATION AGENDA:

A-1 Executive Director's Report: **Mr. Straw** discussed the upcoming Employee of the Quarter barbecue that will be held on January 29, 2016 from 11:30 a.m. to 1:00 p.m.; awards will be presented at 12:00 p.m. He extended the invitation to the Board members and let them know this would be a good opportunity to meet with the RTA team and see the four over-the-road coaches that will be on site; these were recently acquired from Golden Gate Transit in December. We are hoping to have them out in Express service in February 2016. There will be a training class of 9-12 Bus Operators starting January 11, 2016 and they should be finished training in about 6 weeks.

Mr. Straw discussed the bugs with the GPS-based passenger information system. The mobile apps, website, and SMS texting messaging are all currently working fine. The challenge is with the system on the bus; it is not currently making the announcements or showing the available information on the LCD screens due to the fact it is not syncing correctly. We have stopped the 30 day proving period and will restart it again this month. We will not be paying for the service until everything works as contracted. After the first phase is done we will implement Phase 2, which will include LED/LCD screens at the major bus stops and the transit centers. These screens will do a countdown of when the next bus is going to arrive at the facility. As an example, you can see how SLO Transit uses a similar system at its transit center facility.

Mr. Straw discussed the Short-Range Transit Plan; we are on working paper six right now. A joint meeting between RTAC and the SLO Mass Transportation Committee will be held on January 13, 2016 at 2:30 p.m. at the Ludwig Center. The public is welcome to join the meeting and notifications will be posted on the buses, transit centers, and on the website.

Mr. Straw would like to thank the City of Morro Bay for selling the bus passes at their Public Works office. Rabobank was a great partner for selling RTA passes throughout the County but as of August 1st they have ceased selling passes. We now have passes being sold in the Paso Robles city office, Oceano Service District office, and Los Osos Chamber of Commerce. We took over the online sales from Rideshare; they direct people to our website to buy passes.

Regarding the ticket vending machines we will have one at the Government Center. Our partners at Santa Maria Area Transit just got two of these machines and we are watching to see how installation and implementation goes. We are thinking that will relieve some of the pressure off of our jurisdictional partners.

We submitted our packet (over 200 pages) to for our FTA Triennial Review contractor. They are expected to be on site May 25th and 26th and will be contacting Board members to ask questions.

Financials came in great. Total operating cost came in at about 35% through November (42% of the fiscal year); we are staying under budget. The lower fuel prices we are paying is a double edge sword – it helps us save money but it also means people are not riding transit as much and using their personal vehicles instead.

The fixed route farebox recovery ratio is very high at 30.8%. The farebox recovery ratio for the Runabout is increasing and is currently 4.4%. Part of that increase is due to the revised fare structure that was adopted in February, which has brought the demand down.

Ridership is down 6.8% in comparison to the same period last year. We believe this is due to fuel prices being lower, which makes it more enticing for riders to drive their private cars. SLO Transit on the other hand has seen an increase in their ridership due to there not being a lot of parking on the Cal Poly campus because of a building project. Route 10 has taken the largest hit due to the South Higuera gas line project, during which we had to divert our buses around that corridor. We are doing a focused marketing campaign to lure more riders.

Runabout ridership is up about 2.7%. This is a nice relief from the unsustainable double-digit growth that it had in previous years.

Three items to watch are farebox recovery, productivity (riders per hour), and subsidy per passenger. All of these performance results are strong.

Mr. Straw concluded his report.

President Marx opened to Board comment.

Board Member Steve Martin inquired about Route 23 increase and why it increasing. **Mr. Straw** said that is a service in South County Transit that RTA does not directly operate. It services Oceano, Grover Beach, and the northern part of Arroyo Grande, as well as the Arroyo Grande High School. It is an anomaly; it is potentially related to the interlining with other routes and it made the numbers look a little twisted. We will be using GPS to try and normalize the ridership data.

President Marx opened public comment.

President Marx closed public comment.

President Marx closed Board comment.

A-2 Annual Fiscal & Compliance Audit: Mr. Straw asked **Ms. Tania Arnold** to present this item. **Ms. Arnold** thanked the Board and noted the single audit that has been distributed, and is available with the extra RTA agendas. RTA was in compliance with Generally Accepted Accounting Principles. There is one significant change from the General Accounting Standards Board regarding GASB 68. GASB 68 is their ruling for pension plans and how those funds are reported. The information is detailed in Note 10 and is noted in the Statement of Net Position on page A-2-9 with deferred outflows of resources (deferred pensions), deferred inflow of resources (deferred pension), and the net pension liability. These are all new as of this year and were not noted last year.

There is an adjustment of \$1.3 million that we pulled from the unrestricted net position and adjusted the unearned revenue. The unrestricted net position is lower by about \$700,000 but the unearned revenue is up by about \$1.3 million. That number matches information that you have seen related to the budget for FY15-16.

In June of 2014 RTA consolidated with Paso Express, so in the FY13-14 audit report it did not make a significant difference, but in the FY14-15 it did make a significant difference. When you look at the transit operating expenses on page A-2-10, transit operating expenses were \$6.9 million in 2015 compared to 2014 at \$5.8 million. The vast majority of the increase, nearly \$800,000, was from the addition of Paso Robles services.

Ms. Arnold continued her discussion with the single audit information. It is a separate audit report that has additional criteria. It covers federal funding that RTA receives and is required due to the dollar amount of those funds. Page three of the document lists the various types of federal funds that we received during the fiscal year.

Ms. Arnold noted the fiscal and compliance audit did not identify any deficiencies in the internal controls and an unmodified opinion was given, which is good. There was one finding in the single audit regarding payroll and a transposition of digits regarding a wage rate. Staff strives for 100% accuracy and will continue to monitor related controls to ensure proper review is taking place.

Ms. Arnold concluded her report.

President Marx opened Board comment.

Mr. Straw asked for clarification about the whether the funds from section 5309 were used for over-the-road coaches or low floor coaches. **Ms. Arnold** responded that the funds were used for the second set low floor coaches.

President Marx opened public comment.

President Marx closed public comment.

President Marx closed Board comment.

A-3 Review Results of Supplementary Taxicab Services Outreach

Mr. Straw discussed the taxicab services outreach. We had robust discussions with taxicab companies. RTA received one statement of interest from Ventura Transit Systems. They would help RTA in furthering transportation options in our service area for transportation of persons with disabilities. Still some interest from Lyft and Uber, although they did not submit a statement of interest. The FY16-17 budget assumptions presented at the March Board meeting may address this further as we investigate our options.

Mr. Straw concluded his report.

President Marx opened Board comment.

President Marx opened public comment.

President Marx closed public comment.

President Marx closed Board comment.

A-4 Strategic Business Plan Results

Mr. Straw noted that **Mr. Phil Moores** and **Ms. Tania Arnold** will be assisting in reporting on this item. **Mr. Moores** begins with addressing the Service Quality and Efficiency section. Standard 1 Productivity: we have had 3-5 months that we are above productivity goal of 22, but due to lower gas prices there were a couple of months we were lower. Standard 2 Service Delivery: year-to-date 16,274, RTA missed only three bus trips, giving a 99.8% delivery achievement. It is due to the hard work from our Bus Operators and Supervisors. Standard 3 Fixed Route On-Time Performance: We are able to start using the GPS-based on-time performance information we are getting from the new ITS system. The metrics of reporting are different from the previous metrics which resulted in dip of performance on the graph. This gives us the opportunity to get to know the system and data for the year and possibly reevaluate the goal in the future to be more realistic. Standard 4 Runabout On-time Performance: remains steady, averaging about 98%. Standard 5 Service Area: we are now

taking our services to the SLO County Airport and all the way to Orcutt, which is a new service area for us. Standard 6: previously, the bus operators would report number of standees without considering available/open seats. With the new ITS data on passenger counters and known bus capacities we have a more accurate measure of loads. **Ms. Shelly Higginbotham** had a question about the goal of the 22 passengers per hour and how it was established. **Mr. Moores** explained that it was 21 for a long time, we increased it to 22 to give ourselves a little bit of a challenge to show what we can do not just what we should do.

Ms. Arnold provided an overview of the Revenue and Resources Performance Standards. Standard 1 Operate within Budget: through November 30, 2015 operating cost are 35.12% of the adopted budget. We are well under budget. Standard 2 FRR: for FY 2015 we had a 26.40% FRR which included Paso Express. The current FY through November 30, 2015 we have a FRR of 30.72%. It is higher right now because we have agencies that buy passes in bulk. There were no significant financial audit findings for Standard 3. For Standard 4 Capital Procurement: staff has done a great job of maximizing federal dollars and finding grant opportunities for capital procurements.

Mr. Moores addressed standards one and two of the Safety Performance Standards. The first standard is to not exceed one preventable accident per 100,000 miles traveled. Year-to-date, RTA is close to achieving this goal with a collision rate of 1.2 per 100,000 miles. Standard 2 addresses safety hazards identified by the Safety Resource Committee which has resolved 31 employee suggestions during the last fiscal year 2015. **Mr. Jamie Irons** asked if the spike on the preventable collision graph has any correlation to being down 10 bus operators. **Mr. Moores** responded that we cannot discount bus operators working more as a possible factor, but there are other factors.

Ms. Arnold continued with the Safety Performance Standards by addressing Standard 3, which discusses the annual amount of preventable workers compensation lost-time claims. Standard 4 Community Perception: we recently completed a passenger and stakeholder survey as part of the Joint Short Range Transit Plan in March 2015. The details of that survey will be available in April 2016 and will be brought to the Board. Standard 5 Risk Management Costs: we did exceed the total risk management goal in FY 2015 at 8.7% of total operating costs (goal is 8.5%). The number of liability claims has gone down but the severity of the claims has gone up. We will continue to monitoring this and gather information. We will be going out to market for workers compensation coverage and include additional information with the budget assumptions and budget presentation for FY16-17.

Ms. Arnold addressed the Human Resources Standards. Standard 1 the turnover rate for 2015 was 18% which surprised us a little, and we will continue to monitor. Standard 2 the report list the various groups and the amount of hours needed. Standard 3 Employee Excellence: the department heads and the Executive Director had a strategy meeting in July 2015 to plan for major projects and challenges for the organization. In February the administrative team is doing

a team building session. Standard 4 notes employee evaluations are being done in a timely manner.

Mr. Straw presented the Fleet and Facility Standards. Standard 1 Replacement of Vehicles: the average RTA fixed route vehicle age is just under 6 years with an average of 263,000 miles. For the demand response vehicles, the average age is less than 4 years with an average of 118,000 miles – which is a little over the standard. But we have a project coming up this that will replace some of those vehicles and reduce the average age. Standard 2 Road Call: over the last 3 years when have done really well and currently we are at 3.14 road calls per 100,000 miles. Standard 3 Clean/Attractive Fleet: once we get the information from the survey that was done as part of the joint Short Range Transit Plan, we will report the results in the next update. Standard 4 Bus Stop Appearance: like Standard 3, once we get the information from the survey, we will provide an update to the Board. Standard 5 Maintenance of Vehicles: the terminal and the buses get inspected by CHP once every 13 months. We have never had a negative CHP finding, and the next one is scheduled for July or August 2016.

The final four Standards of Excellence address Leadership. These are subjective standards. Standard 1 Cooperative Relationships: we have had some challenges with South County Transit program and staff over the past few years. There has been progress recently and we continue to work hard on the relationship. Standard 2 Partnerships: we try to attend as many city council meetings as possible and be involved in our communities as appropriate. For Standard 3 Internal Communication, the administrative team is going to participate a communication workshop in a couple of weeks. Standard 4 addresses effective leadership for public transportation with county. **Mr. Straw** finds it to be very important to build partnerships with other transit authorities to support each other as well as share information that can be useful to both them and us.

Mr. Straw concluded his report.

President Marx opened Board comment.

President Marx opened public comment.

Mr. Greening said the he would like to address one area of concern in the turnover and shortfall of drivers and the effect it can have on safety. He mentioned that driver compensation and wages are starting to move up and drivers are paid less than in adjacent areas and other forms of transportation. He understands the financial situation that the RTA is in. He feels that if the sales tax measure is implemented the money should go to a system preservation and compensation.

President Marx closed public comment.

Board Member Debbie Arnold thanked **Mr. Straw**, **Mr. Moores**, and **Ms. Arnold** for their great reporting.

President Marx closed Board comment.

B. ACTION AGENDA:

B-1 Add Disposal of Surplus Procedures to Purchasing Policy: **Mr. Straw** explained that RTA must ensure our procurement policy meets all federal requirements to continue to be eligible for Federal Transit Administration funds. The added disposal of surplus procedure is broken down into five parts. The first part is the declaration of surplus whenever an item reaches the end of its useful life and can no longer benefit the agency. Second is the assessment of value, which staff will determine. Third is disposal standards and the options we have depending on the value of the equipment. The fourth is a like-kind exchange option with another transit agency, or sale of the items through an auction service. Lastly, the involuntary removal would give us the option to scrap it and get some return. Any proceeds go into a fund for replacing capital equipment.

Broad Member Jamie Irons moved to approve the Agenda Item B-1. **Board Member Bruce Gibson** seconded, and the motion carried on a voice vote.

B-2 Seek Board Direction on Bus Yard in Paso Robles: **Mr. Straw** explained that RTA will cease using the current location bus parking yard at 4th & Pine when the new property owner takes over. RTA will also be losing the use of the 8th & Pine facility when the adjacent property owner develops their land. We need to find another property to use that would meet our needs. The Wallace Group was selected to help with the development of a concept plan for using a portion of the County Corp Yard in Paso Robles. We programmed \$375,000 in Federal Transit Administration and other funding. The preliminary cost is estimated to be \$690,000 and does not include necessary soft costs but does include \$179,000 in contingency costs. This project as presented will require on the order of over \$900,000 in capital revenues to implement. **Board Member Frank Mecham** said if we had the opportunity to consolidate major operations it would be more efficient. **Board Member Steve Martin** said the lease terms would need to be at least 10 years if we move ahead on the project. He agreed with **Board Member Mecham** suggestion. He had a question about the entrance distance at the County Corp Yard and if it is an issue for the buses. **Mr. Straw** said no; the County's heavy-duty road equipment does not encounter problems. We worked with the Wallace Group to make sure the turning radius was accounted for in the design. **Board Member Martin** said as you look towards the future, the next build out over the next 10-20 years will be in that area. He asked if we take action on this today, will it preclude that type of conversation in the future. **Mr. Straw** said that it would not preclude us from continuing to look.

President Marx opened public comment.

Pete Rogers spoke about some funding opportunities. One being an LCTOP allocation of \$291,000, and we have to decide what to do with it by February or it will be lost. We need to get together with the other transit operators to make sure it is a good use of the funding.

Ron DeCarli noted staff has done a good job at highlighting the problem they have right now and they need to look for a new facility as well as make it cost effective. They have worked with the county to look for a joint facility. We suggest that the staff recommendation expand more to explore all funding options with SLOCOG and FTA.

President Marx opened Board comment.

President Marx closed public comment.

President Marx closed Board comment.

Broad Member Steve Martin moved to approve the Agenda Item B-2. **Board Member Frank Mecham** seconded, and the motion carried on a voice vote with **Board Member Jamie Irons** absent.

C. CONSENT AGENDA:

- C-1 Executive Committee Meeting Minutes of October 14, 2015 (Approve)
- C-2 RTA Board Meeting Minutes of November 4, 2015 (Approve)
- C-3 Revised Resolution Authorizing Executive Director to Submit Application for State Proposition 1B Safety and Security Funds (Approve)
- C-4 Revised Resolution Authorizing Executive Director to Submit Application for LCTOP Funds (Approve)
- C-5 Resolution Authorizing Executive Director to Submit Application for Rural Transit Funds (Approve)
- C-6 Resolution Authorizing Executive Director to Submit Application for FTA Section 5311 Funds (Approve)
- C-7 Resolution Authorizing Executive Director to Submit Application for FTA Section 5339 Funds (Approve)
- C-8 Amend Agreement for Joint Short Range Transit Plan Services (Approve)
- C-9 Authorize Executive Director to Seek Bids and Execute Agreement for Auction Services (Approve)

Broad Member Frank Mecham moved to approve the Consent Agenda. **Board Member Bruce Gibson** seconded, and the motion carried on a roll call vote with **Board Member Jamie Irons** absent.

BOARD MEMBER COMMENTS:

ADJOURNMENT: President Marx adjourned RTA meeting at 10:24 a.m.

Respectfully Submitted,

Shelby Walker

RTA Administrative Assistant

DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
REGIONAL TRANSIT ADVISORY COMMITTEE
JANUARY 13, 2016
MINUTES
C-2

Members Present:	Michael Seden – Hansen (<i>Chair</i>) Eric Greening (<i>Vice Chair</i>) Gamaliel Anguiano Dawn Patterson Janeen Burlingame Cheryl Andrus Mark Dariz Phil Moores Todd Katz	City of Paso Robles Fixed Route Representative SLO Transit Atascadero Transit Morro Bay Transit Cal Poly Runabout/DAR Representative South County Transit (SCT) Fixed Route Alternate Rep.
Members Absent:	Anthony Gutierrez John Diodati	Cuesta College County of San Luis Obispo
Staff Present:	Geoff Straw Mary Gardner Tania Arnold	RTA RTA RTA
Guest:	Gordon Shaw MTC Committee Members	LSC Consultants

1. Call Meeting to Order, Roll Call:

Mr. Michael Seden-Hansen called the meeting to order at 2:45 p.m. Roll call was taken; a quorum was present.

2. Public Comments:

Mr. Eric Greening asked for clarification regarding the use of electric bikes on RTA bike racks.

Mr. Phil Moores provided clarification that it is a matter of size and weight of the bike and staff will review the policy to ensure that bikes are not turned away that would meet the size and weight limits of the racks. It was noted that RTA assumes no liability with bikes placed on the racks.

3. Adjourn to Joint RTAC & SLO MTC Meeting:

Mr. Gamaliel Anguiano, SLO Transit, and **Mr. Geoff Straw** provided a brief overview of what will be discussed at today's meeting and introduced the consultants for the Short Range Transit Plan.

All attendees introduced themselves to the group.

Mr. Gordon Shaw, LSC Transportation Consulting, provided the status of the study to date then reviewed the service alternatives for SLO Transit and RTA as detailed in Working Paper #4. The service alternatives focused on potential fixed route schedule and route modifications. RTA's Runabout service was not discussed because there are no service area or time changes that can be made, other than those required by fixed route service changes. Attached are the slides from the presentation.

Mr. Anguiano and **Mr. Straw** thanked everyone for attending the meeting and asked them to review the report and supply feedback.

MTC Chair Mr. Jim Thompson concluded the joint meeting at 4:42 p.m.

4. Election of Officers

ELECTION OF OFFICERS: Elect new RTAC Chair & Vice Chair: **Mr. Greening** nominated **Mr. Seden-Hansen** as Chair and **Ms. Dawn Patterson** seconded. The motion carried on a voice vote.

Ms. Patterson nominated **Mr. Greening** as Vice Chair and **Ms. Janeen Burlingame** seconded. The motion carried on a voice vote.

A. Information Items

A1. Executive Director's Report: **Mr. Straw** noted that due to the length of the meeting he would defer his report.

Mr. Greening inquired about status of Local Transportation Funds (LTF). **Ms. Tania Arnold** noted it is too early to determine how funding will be for next fiscal year. Additional information will be available in March with more conclusive information in March. **Mr. Straw** noted that staff does not anticipate LTF cuts during the current fiscal year.

Mr. Straw concluded his report.

A2. Member Comments/ Reports from Jurisdictions (Receive): None

A3. Review FY15-16 Budget Assumptions and Discuss FY16-17 Budget Calendar: **Ms. Arnold** noted that the FY15-16 budget assumptions approved by the RTA Board in March 2015 were included and asked for feedback on recommended changes or concerns. It was noted the funding continues to be the biggest question but there is now a six year federal funding bill (although not all the years have been funded) which should add some stability to the budgeting process. Funding levels have not been fully reported but additional information should be available prior to the Board reviewing the budget in May. **Ms. Arnold** also noted that no additional budget amendments are expected as costs are coming in under budget, most notably fuel.

Mr. Greening requested a change in the forth bullet under expenses on page A-3-3 reversing the order of the requests if revenues were to fall short, having staff request an increase in LTF funding from the Board prior to proposing service reductions.

Mr. Greening asked for clarification regarding the fifth bullet under expenses, asking if North County Consolidated Services would continue to be recorded separately now that services have been fully consolidated under RTA. **Mr. Straw** and **Ms. Arnold** noted that this is for Paso Robles local services only (Paso Express and Paso Dial A Ride) and will continue to be reported separately as they are funded exclusively by the City of Paso Robles. **Mr. Greening** noted that a change in the name of that budget section may be needed to North County Local Services to avoid confusion.

Mr. Anguiano asked about the fuel price included in the report and what was being proposed. **Ms. Arnold** noted that staffs preliminary estimate is \$3.90 but it will be review as the budget process moves forward. **Mr. Straw** reminded the committee that any budget savings are carried forward to reduce funding request for the following year.

Mr. Todd Katz inquired if staff had ever evaluated fuel price strike options. **Mr. Straw** stated that it is not currently viable but may be when the operating facility is completed.

Mr. Greening noted information about the Paso yard should be included in the presentation. **Mr. Straw** confirmed it will be included in the presentation, as well as the additional funds staff is seeking from the Low Carbon Transit Operations Program.

B. Action Agenda Items: None

C. CONSENT AGENDA ITEMS:

C-1 RTAC Minutes of October 15, 2015 (approve)

Mr. Moores moved to approve the minutes and **Mr. Greening** seconded. The motion carried with a voice vote with **Mr. Mark Dariz** abstaining and no oppositions.

D. ADJOURNMENT:

Mr. Seden-Hansen adjourned the meeting at 4:58 p.m.

Next RTAC Meeting: **April 14, 2016**

Respectfully Submitted:

Tania Arnold
CFO/Director of Administration
San Luis Obispo Regional Transit Authority

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM:	C-3
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, with the exception of vehicle 508, which was purchased for \$1,400 from SLO County.

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 29: 2008 Ford Starcraft 14-passenger/2-wheelchair cutaway van with 320,891 miles (running; available late-April).
2. Vehicle 32: 2008 Ford Starcraft 14-passenger/2-wheelchair cutaway van with 309,821 miles (running; available late-April).
3. Vehicle 55: 2006 Ford Starcraft 14-passenger/2-wheelchair cutaway van with 213,138 miles (no engine).
4. Vehicle 152: 1997 Gillig Phantom 43-passenger/2-wheelchair 40-foot bus with 890,930 miles (runs poorly).
5. Vehicle 202: 2003 Gillig Phantom 35-passenger/2-wheelchair 35-foot bus with 585,900 miles (no engine).
6. Vehicle 203: 2003 Gillig Phantom 35-passenger/2-wheelchair 35-foot bus with 562,365 miles (no engine).
7. Vehicle 505: 1999 GMC passenger minivan with 104,864 miles (running poorly).
8. Vehicle 508: 2000 Ford Taurus sedan with 141,494 miles (bad fuel pump).
9. Vehicle 509: 2002 Chevrolet cargo minivan with 135,480 miles (running poorly).
10. Vehicle 1001: 2010 Ford Eldorado 14-passenger/2-wheelchair cutaway van with 176,574 miles (running; available late-April).
11. Vehicle 1002: 2010 Ford Eldorado 14-passenger/2-wheelchair cutaway van with 180,085 miles (running; available late-April).
12. Vehicle 1003: 2010 Ford Eldorado 14-passenger/2-wheelchair cutaway van with 179,195 miles (running; available late-April).
13. Vehicle 1004: 2010 Ford Eldorado 14-passenger/2-wheelchair cutaway van with 175,943 miles (running, but body damage by entrance door).
14. Vehicle 1102: 2011 Ford Eldorado 14-passenger/2-wheelchair cutaway van with 163,047 miles (running; available late-April).
15. Vehicle 1103: 2011 Ford Eldorado 14-passenger/2-wheelchair cutaway van with 170,061 miles (running; available late-April).

16. Vehicle 1104: 2011 Ford Starcraft 20-passenger/2-wheelchair cutaway van with 207,910 miles (running).

17. Vehicle 1105: 2011 Ford Starcraft 20-passenger/2-wheelchair cutaway van with 256,618 miles (running).

RTA staff reached 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; none replied with any interest. RTA staff then reached out to Ride-On, and Ride-On did not express an interest in any of these vehicles. Finally, staff then reached out to private for-profit firms that provide transportation services in the county. The first company to respond was Ventura Transit Systems (VTS), a local taxicab company that has experience providing specialized transportation services for seniors and disabled persons in Ventura County. VTS expressed interest in acquiring any or all of the 2010 and 2011 cutaway vans when they become available in late-April. SLO Safe-Ride then contacted me with an interest in acquiring one or more of the 2010 or 2011 cutaway vans. American Star Trailways has not responded with interest in any of these vehicles.

Staff Recommendation

Declare the aforementioned vehicles surplus, authorize the Executive Director to transfer two vehicles to Ventura Transit Systems and two vehicles to SLO Safe-Ride, and dispose the remaining vehicles through auction or salvage (as appropriate).

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: C-4

TOPIC: RTA Agreement with SCT

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Receive Preliminary Recommended Changes to SCT-RTA Agreement Document

BACKGROUND/DISCUSSION:

The current agreement between RTA and South County Transit was ratified in June 2001. However, the scope of work has significantly changed, as has the Census designation for SCT's service area. In particular, the latter has required SCT to adopt a number of policies and change operating procedures so that SCT remains in compliance with Federal Transit Administration urbanized area grant requirements. In addition, when the current agreement was ratified SCT provided vehicle maintenance tasks using in-house staff; RTA now provides all vehicle maintenance services. Although the current agreement does not reference the four distinct services provided by RTA (Administration, Finance, Maintenance and Dispatch), the annual budget report includes them.

Staff is recommending that the existing agreement be replaced. Staff worked with Counsel and the SCT Executive Committee to review the current agreement document and to develop language that would address the issues discussed above. In addition, outdated language has been updated to reflect current conditions. At its January 20, 2016 meeting, the SCT Board received the following documents, which are also attached hereto for the RTA Board's consideration:

1. A copy of the current agreement document, including the referenced proposal serving as the scope of services developed in 1997;
2. A revised agreement document, which depicts the recommended changes in ~~line-out~~ and new formats; and
3. A "clean" copy of the replacement agreement document.

Staff Recommendation

Accept this Staff Report as an information item, and prepare to consider the final Agreement after the SCT ratifies it at its April 20, 2016 meeting.

**SOUTH COUNTY AREA TRANSIT
RESOLUTION _____**

**AUTHORIZING A CONTRACT FOR
ADMINISTRATIVE AND FINANCIAL SERVICES
WITH THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

The following resolution is now offered and reads:

WHEREAS, the South County Area Transit is responsible for local transit and other transportation within the Five Cities area (Pismo Beach, Arroyo Grande, Grover Beach, Shell Beach and Oceano); and

WHEREAS, the South County Area Transit has determined a need for administrative and financial services; and

WHEREAS, South County Area Transit included \$55,000 in the FY 01-02 Budget; and

WHEREAS, the San Luis Obispo Regional Transit Authority is responsible for regional transit and other regional transportation services; and,

WHEREAS, the San Luis Obispo Regional Transit Authority is trained, experienced, and competent to perform such services; and

WHEREAS, the San Luis Obispo Regional Transit Authority agrees to perform the tasks outlined in their proposal dated April 23, 1997.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors enter into a contract with the San Luis Obispo Regional Transit Authority to provide all administrative and financial functions for the South County Area Transit.

BE IT FURTHER RESOLVED that the Chairperson of the South County Area Transit is hereby directed to sign this resolution on behalf of the Board of Directors, and the South County Area Transit Board Secretary is authorized to sign and administer the contract.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 20th day of June 2001.

Mary Ann Reiss, Chairperson
South County Area Transit

ATTEST:

David L. Lilly, SCAT Administrator
South County Area Transit

APPROVED AS TO FORM AND LEGAL EFFECT:

By:_____
Jac Crawford, Counsel
South County Area Transit

Date:_____

**CONTRACT FOR ADMINISTRATIVE AND FINANCIAL SERVICES
BETWEEN
THE SOUTH COUNTY AREA TRANSIT
AND
THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

THIS CONTRACT is entered into this 20th day of June 2001, by and between the SOUTH COUNTY AREA TRANSIT, (hereinafter referred to as "SCAT") and the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, (hereinafter referred to as "SLORTA" and referred to as "Contractor");

WITNESSETH:

WHEREAS, SCAT, is responsible for local transit and other local transportation services within the Five Cities area (Pismo Beach, Arroyo Grande, Grover Beach, Shell Beach and Oceano); and

WHEREAS, SCAT has determined a need for administrative and financial services; and

WHEREAS, Contractor is responsible for regional transit and other regional transportation services, and is deemed trained, experienced, expert and competent to perform such services; and

WHEREAS, the SCAT Board approved staff and committee recommendations to engage in administrative and financial services with said Contractor at its April 15, 1997 meeting; and

WHEREAS, the Contractor agrees to perform the tasks identified in the Contractor's proposal dated April 23, 1997.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Retention of Services. SCAT hereby engages Contractor and Contractor hereby agrees to perform for SCAT the services hereinafter set forth for the compensation annually budgeted by the SCAT Board and agreed to by the Contractor, all pursuant to the terms and conditions herein.

2. Scope of Services. Pursuant to this Contract, Contractor shall provide to SCAT the services identified in the Contractor's proposal dated April 23, 1997.

3. Compensation. SCAT shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, a sum equal to that annually budgeted by the SCAT Board and agreed to by the Contractor, to provide all administrative and financial services, and SCAT hereby warrants that funds are available from which payment may be made. Said compensation shall be paid in the following manner: SCAT shall pay said compensation to Contractor on a quarterly basis through a San Luis Obispo County Journal Entry.

4. Term of Contract. This Contract shall commence effective on the date of the last signatory and shall continue with automatic annual renewal, unless terminated earlier as provided herein. Contractor will furnish sufficient personnel to: complete all phases of the tasks according to Contractor's proposal dated April 23, 1997.

5. Termination of Contract for Convenience of Either Party. Either party may terminate this Contract at any time by giving to the other party ten (10) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of the transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

6. Termination of Contract for Cause. If, through any cause within its control, Contractor fails to fulfill in a timely and professional manner its obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, SCAT shall have the right to terminate this Contract effective immediately upon SCAT's giving written notice thereof to Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work

satisfactorily completed prior to the effective date of such termination.

7. Modification. This Contract, together with Attachment A, (the Scope of Work described in Contractor's proposal) constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

8. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not assign, transfer, delegate, or sublet this Contract or any interest herein with the exception of that outlined in the Contractors proposal dated April 23, 1997, without the prior written consent of the SCAT Board Secretary, and any such assignment, transfer, delegation, or sublet without SCAT's prior written consent shall be considered null and void.

9. Covenant. The validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.

10. Enforceability. The invalidity and unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

11. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor, and shall in no event be construed to be an employee of SCAT. Contractor understands and agrees that he is not, and will not, be eligible for membership in or any benefits from any SCAT group plan for hospital, surgical or medical insurance, or for membership in any SCAT retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a SCAT employee.

12. Warranty of Contractor. Contractor warrants that it is properly certified and licensed under the laws and regulations of the State of California to provide the services agreed to herein.

13. Conflicts of Interest. No officer, employee, director or agent of SCAT shall participate in any decision relating to this Contract which affects his

personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.

14. Indemnification. Contractor shall defend, indemnify and save harmless SCAT, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, or liability arising out of this contract or occasioned by the performance or attempted performance of the provisions hereof except those arising from the sole negligence or willful misconduct of SCAT, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible.

15. Insurance. Contractor maintains its Bodily Injury Liability, Property Damage Liability, Public Officials Errors and Omissions Liability, and Personal Injury Liability Insurance with the California Transit Insurance Pool (CalTIP), A Joint Powers Insurance Agency, and its Workers' Compensation Insurance with Employers First Insurance Company, Dishonest Employee Insurance with the Hartford Insurance Company, and Business Personal Property Insurance with the General Insurance Company. Contractor agrees to maintain these insurance policies through the entire term of this Contract.

16. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, and shall be sent by certified or registered mail to:

SCAT: South County Area Transit
760 Mattie Road, PO Box 3
Pismo Beach, California 93449

SLORTA: San Luis Obispo Regional Transit Authority
1150 Osos Street; Suite 206

17. Progress Reports. Brief progress reports shall be submitted by Contractor to SCAT, as described in the Contractor's proposal dated April 7, 1997. Progress reports accompanied by invoices shall describe the work performed, plus any problems anticipated in performing said work in the future.

18. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of SCAT, and shall not be subject to any application for copyright by or on behalf of the Contractor.

19. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which SCAT requests, in writing, to be kept confidential, shall be made available to any individual or organizations by Contractor without the prior written approval of SCAT. However, Contractor shall be free to disclose such data as is publicly available, already in its possession, or independently developed.

IN WITNESS WHEREOF, SCAT and Contractor have executed this
Contract effective on the date of the last signatory.

BY:_____ By:_____
Mary Ann Reiss, SCAT Chairperson Katcho Achadjian, SLORTA President

ATTEST:

Mike Fuson, SCAT Board Secretary
South County Area Transit

APPROVED AS TO FORM AND LEGAL EFFECT:

BY: _____
Jac Crawford, Counsel
South County Area Transit

DATE: _____

ATTEST:

David L. Lilly, Regional Transit Manager
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Jac Crawford, Counsel
San Luis Obispo Regional Transit Authority

Date: _____

EXHIBIT “A”

**SAN LUIS OBISPO REGIONAL
TRANSIT AUTHORITY**

“SLORTA”

**PROPOSAL TO PERFORM
ADMINISTRATIVE
AND
FINANCIAL SERVICES**

FOR

SOUTH COUNTY AREA TRANSIT

“SCAT”

SCOPE OF WORK

**SOUTH COUNTY ~~AREA~~ TRANSIT
RESOLUTION _____**

**AUTHORIZING A CONTRACT FOR
ADMINISTRATIVE AND FINANCIAL SERVICES
WITH THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

The following resolution is now offered and reads:

WHEREAS, ~~the~~ South County ~~Area~~ Transit is responsible for local fixed route transit services and other transportation within the ~~Five Cities area~~ Arroyo Grande – Grover Beach Urbanized Area (Pismo Beach, Arroyo Grande, Grover Beach, Shell Beach, ~~and~~ Oceano, and Avila Beach); and

WHEREAS, ~~the~~ South County ~~Area~~ Transit has determined a need for ~~administrative and financial~~ Administration, Finance, Maintenance and Dispatch services; and

WHEREAS, South County ~~Area~~ Transit included ~~\$55,000 in the FY 01-02~~ \$65,410 for Administration, \$14,420 for Finance, \$110,000 for Maintenance, and \$18,750 for Dispatch services in the FY15-16 SCT Annual Budget; and

WHEREAS, the San Luis Obispo Regional Transit Authority is responsible for regional transit and other regional transportation services; and,

WHEREAS, the San Luis Obispo Regional Transit Authority is trained, experienced, and competent to perform such services; and

WHEREAS, the San Luis Obispo Regional Transit Authority agrees to perform the tasks outlined in their proposal ~~dated April 23, 1997~~ included in the SCT Annual Budget report.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors enter into a contract with the San Luis Obispo Regional Transit Authority to provide all ~~administrative and financial~~ Administration, Finance, Maintenance and Dispatch functions for ~~the~~ South County ~~Area~~ Transit.

BE IT FURTHER RESOLVED that the Chairperson of ~~the~~ South County ~~Area~~ Transit is hereby directed to sign this resolution on behalf of the Board of Directors, and the ~~South County Area Transit Board Secretary~~ SCT Administrator is authorized to sign and administer the contract.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this ~~20th day of June 2004~~ 2nd day of March 2016.

~~Mary Ann Reiss~~ James Guthrie, Chairperson
South County ~~Area~~ Transit

ATTEST:

~~David L. Lilly, SCAT~~ Geoff Straw, Administrator
South County ~~Area~~ Transit

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
~~Jac Crawford~~ Timothy McNulty, Counsel
South County ~~Area~~ Transit

Date: _____

**CONTRACT FOR ADMINISTRATIVE AND FINANCIAL SERVICES
BETWEEN
~~THE SOUTH COUNTY AREA~~ TRANSIT
AND
THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

THIS CONTRACT is entered into this ~~20th day of June 2004~~ 2nd day of March 2016, by and between ~~the~~ SOUTH COUNTY AREA TRANSIT, a joint powers authority formed pursuant to Government Code section 6500 et seq. and doing business as "South County Transit" (hereinafter referred to as "~~SCAT~~ SCT") and the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, a joint powers authority formed pursuant to Government Code section 6500 and doing business as "RTA" (hereinafter referred to as "~~SLORTARTA~~" and referred to as "Contractor");

WITNESSETH:

WHEREAS, ~~SCAT~~ SCT, is responsible for local fixed route transit ~~and other local transportation~~ services within the ~~Five Cities area~~ Arroyo Grande – Grover Beach Urbanized Area (Pismo Beach, Arroyo Grande, Grover Beach, Shell Beach, ~~and~~ Oceano, and Avila Beach); and

WHEREAS, ~~SCAT~~ SCT has determined a need for ~~administrative and financial~~ Administration, Finance, Maintenance, and Dispatch services; and

WHEREAS, Contractor is responsible for regional transit and other regional transportation services, and is deemed trained, experienced, expert and competent to perform such services; and

WHEREAS, the ~~SCAT~~ SCT Board ~~approved~~ approves staff and committee recommendations to engage in ~~administrative and financial~~ Administration, Finance, Maintenance and Dispatch services with said Contractor ~~at its April 15, 1997 meeting~~ during its annual budget-making process; and

WHEREAS, the Contractor agrees to perform the Administration, Finance, Maintenance and Dispatch tasks ~~identified in the Contractor's proposal~~

~~and dated April 23, 1997~~ included in the SCT Annual Budget report adopted in April of each year in return for the compensation associated with those tasks in each such Annual Budget Report.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Retention of Services. ~~SCAT-SCT~~ hereby engages Contractor and Contractor hereby agrees to perform for ~~SCAT-SCT~~ the services hereinafter set forth for the compensation annually budgeted by the ~~SCAT-SCT~~ Board and agreed to by the Contractor, all pursuant to the terms and conditions herein.

2. Scope of Services. Pursuant to this Contract, Contractor shall provide to ~~SCAT-SCT~~ the Administration, Finance, Maintenance and Dispatch services identified in the ~~Contractor's proposal Annual Budget Report~~ ~~dated April 23, 1997~~ that is prepared annually as part of the budget-making process. The scope of services will be spelled out in sufficient detail within the SCT Annual Budget report for the Board members to make informed decisions. The scope of services included in the SCT Annual Budget report must be ratified separately by the SCT Board and the RTA Board as part of each Agency's budget-adoption process. At a minimum, details will be provided for the following four budget sections: Administration, Finance, Maintenance, and Dispatch services.

3. Compensation. ~~SCAT-SCT~~ shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, a sum equal to that annually budgeted by the ~~SCAT-SCT~~ Board and agreed to by the Contractor, to provide all ~~administrative—and financial~~ Administration, Finance, Maintenance, and Dispatch services, and ~~SCAT-SCT~~ hereby warrants that funds are available from which payment may be made. Said compensation shall be paid in the following manner: ~~SCAT-SCT~~ shall pay said compensation to Contractor on a quarterly basis through a San Luis Obispo County Journal Entry.

4. Term of Contract. This Contract shall commence effective on the date of the last signatory and shall continue with automatic annual renewal,

unless terminated earlier as provided herein. Contractor will furnish sufficient personnel to: complete all phases of the tasks ~~according to Contractor's proposal dated April 23, 1997~~included in the SCT Annual Budget report.

5. Termination of Contract for Convenience of Either Party. Either party may terminate this Contract at any time by giving to the other party ~~ten~~ ninety (90) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of the transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

6. Termination of Contract for Cause. If, through any cause within its control, Contractor fails to fulfill in a timely and professional manner its obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, ~~SCAT-SCT~~ shall have the right to terminate this Contract effective immediately upon ~~SCAT's-SCT's~~ giving written notice thereof to Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

7. Modification. This Contract, together with ~~Attachment A, (the Scope of Work described in Contractor's proposal)~~each year's adopted SCT Annual Budget report, constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

8. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not assign, transfer, delegate, or sublet this Contract or any interest herein ~~with the exception of that outlined in the Contractor's proposal dated April 23, 1997,~~ without the prior written consent of the ~~SCAT-SCT~~ Board

~~Secretary~~, and any such assignment, transfer, delegation, or sublet without ~~SCAT's-SCT's~~ prior written consent shall be considered null and void.

9. Covenant. The validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.

10. Enforceability. The invalidity and unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

11. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor, and shall in no event be construed to be an employee of ~~SCAT-SCT~~. Contractor understands and agrees that he is not, and will not, be eligible for membership in or any benefits from any ~~SCAT-SCT~~ group plan for hospital, surgical or medical insurance, or for membership in any ~~SCAT-SCT~~ retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a ~~SCAT-SCT~~ employee.

12. Warranty of Contractor. Contractor warrants that it is properly certified and licensed under the laws and regulations of the State of California to provide the services agreed to herein.

13. Conflicts of Interest. No officer, employee, director or agent of ~~SCAT-SCT~~ shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.

14. Indemnification. Contractor shall defend, indemnify and save harmless ~~SCAT-SCT~~, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, or liability arising out of this contract or occasioned by the performance or attempted performance of the

provisions hereof except those arising from the sole negligence or willful misconduct of ~~SCATSCT~~, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible.

15. Insurance. Contractor and SCT each maintain separate insurance policies in sufficient coverage amounts for the following coverage areas: ~~maintains its~~ Bodily Injury Liability, Property Damage Liability, Public Officials Errors and Omissions Liability, ~~and~~ Personal Injury Liability Insurance ~~with the California Transit Insurance Pool (CalTIP), A Joint Powers Insurance Agency, and its~~ Workers' Compensation Insurance ~~with Employers First Insurance Company~~, Dishonest Employee Insurance ~~with the Hartford Insurance Company~~, and Business Personal Property Insurance ~~with the General Insurance Company~~. Contractor ~~agrees and~~ SCT agree to maintain these insurance policies through the entire term of this Contract.

16. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, and shall be sent by certified or registered mail to:

SCATSCT: South County ~~Area~~-Transit
~~760 Mattie Road, PO Box 3800 Rodeo Drive~~
~~Pismo Beach, California 93449~~Arroyo Grande,
CA 93420

~~S~~LORTA: San Luis Obispo Regional Transit Authority
~~1150 Osos Street, Suite 206~~179 Cross Street,

Suite A

San Luis Obispo, ~~Ca~~CA 93401

17. Progress Reports. Brief progress reports shall be submitted by Contractor to SCATSCT ~~as described in the Contractor's proposal dated~~

~~April 7, 1997.~~ Progress reports accompanied by invoices shall describe the work performed, plus any problems anticipated in performing said work in the future.

18. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of ~~SCAT~~SCT, and shall not be subject to any application for copyright by or on behalf of the Contractor.

19. Findings Confidential. To the extent permitted by law. ~~No~~ reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which ~~SCAT~~SCT requests, in writing, to be kept confidential, shall be made available to any individual or organizations by Contractor without the prior written approval of ~~SCAT~~SCT. However, Contractor shall be free to disclose such data as is publicly available, already in its possession, or independently developed.

20. Legal Representation. Since both RTA and SCT both utilize legal services made available through the County of San Luis Obispo, any potential disagreement regarding this Contract or the provision of services pursuant to it may require the retention of outside counsel. Should any such situation arise as determined jointly by the SCT Board Chairman and the SCT Administrator, the SCT Administrator will solicit proposals for outside counsel services and report back to the full Board for consideration of contracting with the recommended firm at the next regularly-scheduled or special Board meeting.

Comment [g1]: This change was suggested by one of the City Managers after the January 5th Executive Committee meeting. The SCT Administrator chose to include this language for further discussion.

IN WITNESS WHEREOF, ~~SCAT~~SCT and Contractor have executed this Contract effective on the date of the last signatory.

BY: _____ By: _____

~~Mary Ann Reiss, SCAT~~James Guthrie, SCT Chairperson ~~Katcho Achadjian, SLORTA~~ Jan Marx, RTA President

ATTEST:

~~Mike Fuson, SCAT Board Secretary~~Geoff Straw, Administrator
South County ~~Area~~ Transit

~~APPROVED AS TO FORM AND LEGAL EFFECT:~~

BY: _____
~~Jac Crawford, Counsel~~
~~South County Area Transit~~

DATE: _____

ATTEST:

~~David L. Lilly, Regional Transit Manager~~Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
~~Jac Crawford~~Timothy McNulty, Counsel
San Luis Obispo Regional Transit Authority

Date: _____

**SOUTH COUNTY TRANSIT
RESOLUTION _____**

**AUTHORIZING A CONTRACT FOR
ADMINISTRATIVE AND FINANCIAL SERVICES
WITH THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

The following resolution is now offered and reads:

WHEREAS, South County Transit is responsible for local fixed route transit services within the Arroyo Grande – Grover Beach Urbanized Area (Pismo Beach, Arroyo Grande, Grover Beach, Shell Beach, Oceano, and Avila Beach); and

WHEREAS, South County Transit has determined a need for Administration, Finance, Maintenance and Dispatch services; and

WHEREAS, South County Transit included \$65,410 for Administration, \$14,420 for Finance, \$110,000 for Maintenance, and \$18,750 for Dispatch services in the FY15-16 SCT Annual Budget; and

WHEREAS, the San Luis Obispo Regional Transit Authority is responsible for regional transit and other regional transportation services; and,

WHEREAS, the San Luis Obispo Regional Transit Authority is trained, experienced, and competent to perform such services; and

WHEREAS, the San Luis Obispo Regional Transit Authority agrees to perform the tasks outlined in their proposal included in the SCT Annual Budget report.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors enter into a contract with the San Luis Obispo Regional Transit Authority to provide all Administration, Finance, Maintenance and Dispatch functions for South County Transit.

BE IT FURTHER RESOLVED that the Chairperson of South County Transit is hereby directed to sign this resolution on behalf of the Board of Directors, and the SCT Administrator is authorized to sign and administer the contract.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 2nd day of March 2016.

James Guthrie, Chairperson
South County Transit

ATTEST:

Geoff Straw, Administrator
South County Transit

APPROVED AS TO FORM AND LEGAL EFFECT:

By:_____
Timothy McNulty, Counsel
South County Transit

Date:_____

**CONTRACT FOR ADMINISTRATIVE AND FINANCIAL SERVICES
BETWEEN
SOUTH COUNTY TRANSIT
AND
THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

THIS CONTRACT is entered into this 2nd day of March 2016, by and between SOUTH COUNTY AREATransit, a joint powers authority formed pursuant to Government Code section 6500 et seq. and doing business as "South County Transit" (hereinafter referred to as "SCT) and the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, a joint powers authority formed pursuant to Government Code section 6500 and doing business as "RTA" (hereinafter referred to as "RTA" and referred to as "Contractor");

WITNESSETH:

WHEREAS, SCT, is responsible for local fixed route transit services within the Arroyo Grande – Grover Beach Urbanized Area (Pismo Beach, Arroyo Grande, Grover Beach, Shell Beach, Oceano, and Avila Beach); and

WHEREAS, SCT has determined a need for Administration, Finance, Maintenance, and Dispatch services; and

WHEREAS, Contractor is responsible for regional transit and other regional transportation services, and is deemed trained, experienced, expert and competent to perform such services; and

WHEREAS, the SCT Board approves staff and committee recommendations to engage in Administration, Finance, Maintenance and Dispatch services with said Contractor during its annual budget-making process; and

WHEREAS, the Contractor agrees to perform the Administration, Finance, Maintenance and Dispatch tasks included in the SCT Annual Budget report adopted in April of each year in return for the compensation associated with those tasks in each such Annual Budget Report.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Retention of Services. SCT hereby engages Contractor and Contractor hereby agrees to perform for SCT the services hereinafter set forth for the compensation annually budgeted by the SCT Board and agreed to by the Contractor, all pursuant to the terms and conditions herein.

2. Scope of Services. Pursuant to this Contract, Contractor shall provide to SCT the Administration, Finance, Maintenance and Dispatch services identified in the Annual Budget Report that is prepared annually as part of the budget-making process. The scope of services will be spelled out in sufficient detail within the SCT Annual Budget report for the Board members to make informed decisions. The scope of services included in the SCT Annual Budget report must be ratified separately by the SCT Board and the RTA Board as part of each Agency's budget-adoption process. At a minimum, details will be provided for the following four budget sections: Administration, Finance, Maintenance, and Dispatch services.

3. Compensation. SCT shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, a sum equal to that annually budgeted by the SCT Board and agreed to by the Contractor, to provide all Administration, Finance, Maintenance, and Dispatch services, and SCT hereby warrants that funds are available from which payment may be made. Said compensation shall be paid in the following manner: SCT shall pay said compensation to Contractor on a quarterly basis through a San Luis Obispo County Journal Entry.

4. Term of Contract. This Contract shall commence effective on the date of the last signatory and shall continue with automatic annual renewal, unless terminated earlier as provided herein. Contractor will furnish sufficient personnel to: complete all phases of the tasks included in the SCT Annual Budget report.

5. Termination of Contract for Convenience of Either Party. Either party may terminate this Contract at any time by giving to the other party ninety

(90) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of the transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

6. Termination of Contract for Cause. If, through any cause within its control, Contractor fails to fulfill in a timely and professional manner its obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, SCT shall have the right to terminate this Contract effective immediately upon SCT's giving written notice thereof to Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

7. Modification. This Contract, together with each year's adopted SCT Annual Budget report, constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

8. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not assign, transfer, delegate, or sublet this Contract or any interest herein without the prior written consent of the SCT Board , and any such assignment, transfer, delegation, or sublet without SCT's prior written consent shall be considered null and void.

9. Covenant. The validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.

10. Enforceability. The invalidity and unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

11. Employment Status. Contractor shall, during the entire term of the

Contract, be construed to be an independent Contractor, and shall in no event be construed to be an employee of SCT. Contractor understands and agrees that he is not, and will not, be eligible for membership in or any benefits from any SCT group plan for hospital, surgical or medical insurance, or for membership in any SCT retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a SCT employee.

12. Warranty of Contractor. Contractor warrants that it is properly certified and licensed under the laws and regulations of the State of California to provide the services agreed to herein.

13. Conflicts of Interest. No officer, employee, director or agent of SCT shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.

14. Indemnification. Contractor shall defend, indemnify and save harmless SCT, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, or liability arising out of this contract or occasioned by the performance or attempted performance of the provisions hereof except those arising from the sole negligence or willful misconduct of SCT, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible.

15. Insurance. Contractor and SCT each maintain separate insurance policies in sufficient coverage amounts for the following coverage areas: Bodily Injury Liability, Property Damage Liability, **Public Officials Errors and Omissions Liability**, Personal Injury Liability Insurance, Workers' Compensation , **Dishonest Employee** Insurance and **Business Personal Property** Insurance. Contractor and SCT agree to maintain these insurance policies through the entire term of this Contract.

16. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, and shall be sent by certified or registered mail to:

SCT: South County Transit
800 Rodeo Drive
Arroyo Grande, CA 93420

RTA: San Luis Obispo Regional Transit Authority
179 Cross Street, Suite A
San Luis Obispo, CA 93401

17. Progress Reports. Brief progress reports shall be submitted by Contractor to SCT. Progress reports accompanied by invoices shall describe the work performed, plus any problems anticipated in performing said work in the future.

18. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of SCT, and shall not be subject to any application for copyright by or on behalf of the Contractor.

19. Findings Confidential. To the extent permitted by law, no reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which SCT requests, in writing, to be kept confidential, shall be made available to any individual or organizations by Contractor without the prior written approval of SCT. However, Contractor shall be free to disclose such data as is publicly available, already in its possession, or independently developed.

20. Legal Representation. Since both RTA and SCT both utilize legal services made available through the County of San Luis Obispo, any disagreement regarding this Contract or the provision of services pursuant to it may require the retention of outside counsel. Should any such

situation arise as determined jointly by the SCT Board Chairman and the SCT Administrator, the SCT Administrator will solicit proposals for outside counsel services and report back to the full Board for consideration of contracting with the recommended firm at the next regularly-scheduled or special Board meeting.

IN WITNESS WHEREOF, SCT and Contractor have executed this Contract effective on the date of the last signatory.

BY: _____ By: _____

James Guthrie, SCT Chairperson

Jan Marx, RTA President

ATTEST:

Geoff Straw, Administrator
South County Transit

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Timothy McNulty, Counsel
San Luis Obispo Regional Transit Authority

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM:

C-5

TOPIC:

**Revised Resolution Authorizing the
Executive Director to Submit an Application
for Low-Carbon Transit Grant Program
Funds**

ACTION:

Approve

PRESENTED BY:

Geoff Straw, Executive Director

STAFF RECOMMENDATION:

Adopt Revised Resolution

The Low-Carbon Transit Operations Program (LCTOP) is one of several programs funded as part of State of California budget which have a goal of reduced greenhouse gas emissions and achievement of other benefits. These programs are funded by auction proceeds from the California Air Resource Board's Cap-and-Trade Program, with proceeds deposited into the Greenhouse Gas Reduction Fund. Senate Bill 862 continuously appropriates five percent of the annual auction proceeds in the Greenhouse Gas Reduction Fund (Fund) for LCTOP, beginning in 2015-16.

There is an estimated \$291,000 available in the County in FY16-17. Eligible recipients of the LCTOP funds apportioned in San Luis Obispo County include RTA, South County Transit, SLO Transit, Paso Express, Atascadero Dial-A-Ride, Morro Bay Transit, and SLOCAT. Eligible projects will support new or expanded bus services, or expanded intermodal transit facilities, and may include equipment acquisition, fueling, and maintenance and other costs to operate those services or facilities, with each project expected to reduce greenhouse gas emissions.

The original resolution adopted by the Board at its November 4th meeting identified a preliminary funding availability amount of \$100,000. The revised resolution includes the updated \$291,000 amount.

Staff Recommendation

Approve the attached revised resolution authorizing the Executive Director to submit a grant application of up to \$291,000 for the purchase of various materials, supplies, equipment, and/or operations costs.

Low Carbon Transit Operations Program (LCTOP)
AUTHORIZED AGENT

AS THE President
(Chief Executive Officer / Director / President / Secretary)

OF THE San Luis Obispo Regional Transit Authority
(Name of County/City Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid for Fiscal Year 2015-16 funds. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

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

OR
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

Jan Marx President
(Print Name) (Title)

(Signature)

Approved this 2nd day of March, 2016

Attachment: Board Resolution approving Authorized Agent

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: C-6

TOPIC: Certifications and Assurances for Low-Carbon Transit Grant Program Funds

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt Resolution Committing RTA to Abide by Requirements of LCTOP, and Authorizing the Executive Director to Execute All Required Documents

The Low-Carbon Transit Operations Program (LCTOP) is one of several programs funded as part of State of California budget which have a goal of reduced greenhouse gas emissions and achievement of other benefits. These programs are funded by auction proceeds from the California Air Resource Board's Cap-and-Trade Program, with proceeds deposited into the Greenhouse Gas Reduction Fund. Senate Bill 862 continuously appropriates five percent of the annual auction proceeds in the Greenhouse Gas Reduction Fund (Fund) for LCTOP, beginning in 2015-16.

The attached resolution commits RTA to comply with all conditions and requirements for using LCTOP funds. The resolution also authorized the Executive Director to execute all required documents with Caltrans.

Staff Recommendation

Approve the attached resolution committing RTA to abide by all requirements of LCTOP, and authorizing the Executive Director to execute all required documents.

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

**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)**

WHEREAS, the San Luis Obispo Regional Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

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

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 2nd day of March 2016.

Jan Marx, President
San Luis Obispo Regional Transit Authority

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: _____
Timothy McNulty, Counsel
San Luis Obispo Regional Transit Authority

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: C-7

TOPIC: Low-Carbon Transit Grant Program Funds
Allocated to Paso Robles Facility
Improvement Project

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt Resolution Authorizing Submittal of
the Paso Robles Facility Improvements
Project

The Low-Carbon Transit Operations Program (LCTOP) is one of several programs funded as part of State of California budget which have a goal of reduced greenhouse gas emissions and achievement of other benefits. These programs are funded by auction proceeds from the California Air Resource Board's Cap-and-Trade Program, with proceeds deposited into the Greenhouse Gas Reduction Fund. Senate Bill 862 continuously appropriates five percent of the annual auction proceeds in the Greenhouse Gas Reduction Fund (Fund) for LCTOP, beginning in 2015-16.

The attached resolution authorizes the submittal of the Paso Robles Facility Improvements Project. The total amount of LCTOP funds that would be allocated to this project using the FY2015-16 LCTOP regional allocation is \$291,301.

Staff Recommendation

Approve the attached resolution approving submittal of the Paso Robles Facility Improvements project for LCTOP funds.

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

**AUTHORIZATION FOR THE EXECUTION OF THE
THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT:
PASO ROBLES FACILITY IMPROVEMENT \$291,301**

WHEREAS, the San Luis Obispo Regional Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

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

WHEREAS, the San Luis Obispo Regional Transit Authority wishes to implement the LCTOP project(s) listed above,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Luis Obispo Regional Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2015-16 LCTOP funds:

List project(s), including the following information:

Project Name:

PASO ROBLES FACILITY IMPROVEMENTS

Amount of LCTOP funds requested:

\$291,301

Short description of project:

This capital project would consolidate two remote bus facilities and an office into a new single facility co-located at the County Corp Yard in Paso Robles to expand transit services.

Contributing Sponsors (if applicable):

San Luis Obispo Council of Government, City of Atascadero, City of Morro Bay, City of Paso Robles, City of San Luis Obispo, South County Area Transit

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

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

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 2nd day of March 2016.

Jan Marx, President
San Luis Obispo Regional Transit Authority

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: _____
Timothy McNulty, Counsel
San Luis Obispo Regional Transit Authority

Date: _____

SAN LUIS OBISPO REGIONAL TRANIST AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: C-8

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

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt Resolution

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

There is an estimated \$445,000 available for Fiscal Year 2016-17. Eligible recipients of the rural transit funds include RTA, the City of Morro Bay, and San Luis Obispo County. Grants were due in the San Luis Obispo Council of Governments offices by February 1, 2016.

Staff Recommendation

Approve the attached resolution authorizing the Executive Director to submit a Rural Transit Fund grant application to SLOCOG for up to \$445,000 for operating funds.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 16-_____**

**A RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
BOARD OF DIRECTORS,
AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE
SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
RURAL TRANSIT FUND PROGRAM
FOR OPERATING EXPENSES FOR FY2016-17**

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

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

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

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

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

WHEREAS, the San Luis Obispo Regional Transit Authority and the County of San Luis Obispo are requesting up to **\$445,000** from the Rural Transit Fund Program for operating expenses for FY2016-17.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the San Luis Obispo Regional Transit Authority Board of Directors authorizes the Executive Director to submit a proposal to the San Luis Obispo Council of Governments for the Rural Transit Fund Program of up to **\$445,000** for Operating expenses for FY2016-17.

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

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

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 2nd day of March 2016.

Jan Marx, President
San Luis Obispo Regional Transit Authority

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: _____
Timothy McNulty, Counsel
San Luis Obispo Regional Transit Authority

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: C-9

TOPIC: Revised Resolution Authorizing Executive Director to Submit Application on Behalf of RTA for State Proposition 1B Safety and Security Funds

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt Revised Resolution

California Proposition 1B was passed by voters in November 2006. Staff estimates that up to \$213,000 is available for safety/security projects in the region. RTA is an eligible recipient for this funding source.

Besides RTA, eligible recipients of the Proposition 1B safety/security funds include the City of Morro Bay, the City of San Luis Obispo, the City of Atascadero, the City of Paso Robles, San Luis Obispo County, and South County Transit. Grants were due to the San Luis Obispo Council of Governments by February 1, 2016. Projects must be transit-related capital projects.

The original resolution adopted by the Board at its November 4th meeting neglected to consistently identify the funds as Proposition 1B safety and security funds. The revised resolution includes the corrected language.

Staff Recommendation

Approve the attached resolution authorizing the RTA Executive Director to submit a grant application in the amount \$100,000 for RTA/SCT/Paso Express and ADA Backend System upgrade for Bus video system capital project for the fiscal year 2015-16 apportionment. Please note that this amount is subject to a competitive application process for the entire region.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 16-_____

A RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
BOARD OF DIRECTORS, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION
TO THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS FOR
CALIFORNIA PROPOSITION 1B SAFETY AND SECURITY PROGRAM FUNDS

WHEREAS, the San Luis Obispo Regional Transit Authority is an eligible applicant for California Proposition 1B Safety and Security Program funds; and,

WHEREAS, the San Luis Obispo Regional Transit Authority is in need of various capital-related materials, supplies, and equipment, all of which are eligible for purchase under the California Proposition 1B Fund Safety and Security Program; and

WHEREAS, the San Luis Obispo Regional Transit Authority will continue to provide public transportation services in San Luis Obispo County; and

WHEREAS, the San Luis Obispo Regional Transit Authority is seeking grant funding to optimize the use of Transportation Development Act funds provided by the various jurisdictions included in the Joint Powers Agency Agreement; and

WHEREAS, the San Luis Obispo Regional Transit Authority is requesting up to \$213,000 for the FY15/16 funding year cycle from the Proposition 1B Fund Safety and Security Program for the purchase of various materials, supplies and equipment.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the San Luis Obispo Regional Transit Authority Board of Directors authorizes the Executive Director or his designee to submit a proposal to the San Luis Obispo Council of Governments from the California Proposition 1B Fund Program of up to \$213,000 for Safety and Security capital projects for the upcoming funding cycle.

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

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

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 2nd day of March 2016.

Jan Marx, President
San Luis Obispo Regional Transit Authority

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: _____
Timothy McNulty, Counsel
San Luis Obispo Regional Transit Authority

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: C-10

TOPIC: Authorize Executive Director to Execute Agreement for Environmental Services

PRESENTED BY: Geoff Straw, RTA Executive Director

STAFF RECOMMENDATION: Authorize the Executive Director to Negotiate and Execute an Agreement for Environmental Services

BACKGROUND/DISCUSSION:

At its January 7, 2015 meeting, the RTA Board of Directors designated of the 40 Prado property as the preliminary preferred site for a long-term garage facility and directed staff to seek funding to conduct environmental review of the site. Staff subsequently obtained \$150,000 in Federal Transit Administration Section 5307 funds to conduct the study; this grant requires a 20% local match, so the total budget is \$187,500. The Board authorized staff to issue a Request for Proposals for Environmental Services at its November 4, 2015 meeting; that agenda item also included a draft Agreement for environmental planning services.

Staff published the Environmental Planning Services RFP on February 3rd, and conducted a pre-submittal conference on February 12th. Three firms attended the conference, and staff provided responses to all written questions on February 22nd. Proposals are due on March 1st and interviews are scheduled for March 14th. Staff has obtained commitments from City of San Luis Obispo, County and SLOCOG staff to assist with evaluating the proposals and to participate in the interviews.

To ensure that the project continues to move forward, staff is requesting authorization to work with RTA Counsel negotiate and execute an Agreement within budgetary limits. A draft of the Agreement was included in the November 4th Board packet. The resulting final Agreement will be included in the May 4th Board packet.

Staff Recommendation

Authorize the Executive Director to negotiate and execute an Agreement for Environmental Planning Services.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

March 2, 2016

STAFF REPORT

AGENDA ITEM: C-11

TOPIC: Fare-Free Access on Morro Bay Transit
Fixed Route Buses for Runabout Riders

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Authorize Execution of the Attached
Agreement

BACKGROUND/DISCUSSION:

At its March 6, 2013 meeting, the RTA Board supported a range of Runabout cost-saving measures – including reimbursing other fixed route operators in the county that permit Runabout riders to board fare-free in exchange for a monthly reimbursement from RTA for each ride provided. To date, the RTA Board has implemented or authorized eight of the eleven recommended actions, as follows:

1. Recertify Runabout Eligibility (on-going)
2. Implement a No-Show Policy (completed)
3. Formally Eliminate General Public Runabout Service (completed)
4. Implement a Travel Training Program (authorized in FY15-16 budget)
5. Work Toward Trip-Swapping with Ride-On (on-going)
6. Eliminate or Reduce Subscription Trips (completed)
7. Call-Backs for Next-Day Rides (authorized in FY15-16 budget)
8. Conversion of RTA Route 15 to Route Deviation (September 14, 2015)

Other remaining items from the March 2013 presentation:

1. Fare-Free Fixed Route Service for Runabout Registrants (considered today)
2. Implement a Subsidized Taxicab Program (being analyzed as part of SRTP)
3. Reduce the Booking Window (being analyzed as part of SRTP)

One item that was not discussed at the March 2013 meeting but was subsequently implemented was the inequities of many Runabout fares in comparison to fixed route fares. The RTA Board adopted a new Runabout fare structure at its November 5, 2014 meeting, and the new fares were implemented on February 1, 2015.

With regard to the matter before you today, RTA is seeking authorization to fund fare-free service for Runabout registrants on Morro Bay Transit fixed route and Trolley buses. As you know, RTA either grants full eligibility or denies it to Runabout applicants, with the realization that some riders might be capable of using fixed route services for one or both legs of their roundtrip. With the understanding that the per passenger cost

on Runabout is roughly twelve times that of the per passenger cost on fixed route services, RTA, South County Transit, Paso Express and SLO Transit have implemented a program whereby persons showing an ADA eligibility card can board fixed routes buses for free. In order to further relieve the growing demand for Runabout services, we are proposing that Morro Bay Transit do the same. As described in the attached Agreement, RTA will provide as compensation the Average Passenger Fare multiplied by the number of ADA eligible passenger boardings; this would be reconciled on a monthly basis. The Morro Bay City Council is slated to consider this same Agreement at its March 22, 2016 meeting.

The Regional Transit Advisory Committee supported the recommendation that RTA pursue countywide fare-free fixed route access on all county fixed route buses at its January 16, 2013 meeting. If this Agreement is ultimately implemented, then this program would be universal countywide.

Staff Recommendation

Authorize the President and Executive Director to execute the attached Agreement.

**AGREEMENT FOR RUNABOUT RIDER FARE-FREE ACCESS ON MORRO BAY
TRANSIT DEVIATED FIXED-ROUTE & TROLLEY BUSES**

THIS AGREEMENT ("Agreement") is made and entered on this _____ day of _____, 2016 (the "Effective Date") by and between the San Luis Obispo Regional Transit Authority, a Joint Powers Authority ("RTA") and the City of Morro Bay, a municipal corporation ("CITY") (collectively, RTA and CITY are sometimes referred to as the "Parties").

WITNESSETH:

WHEREAS, the Americans with Disabilities Act (the "ADA") requires transit agencies, such as RTA, to provide certain paratransit service; and

WHEREAS, in order to comply with the ADA, RTA operates a Runabout Paratransit program, which is the designated complementary paratransit provider for all fixed-route services in San Luis Obispo County ("Runabout"); and

WHEREAS, CITY operates general public fixed-route and deviated fixed-route vehicles within and adjacent to Morro Bay City limits; and

WHEREAS, Runabout service is the designated ADA complementary paratransit provider for all fixed-route services in San Luis Obispo County; and

WHEREAS, RTA has identified the need to control costs in the face of increasing demand for Runabout services; and

WHEREAS, RTA determines eligibility for Runabout services based on applicants' self-certification and a medical professional's concurrence; and

WHEREAS, qualified registrants are issued a Runabout eligibility card by RTA; and

WHEREAS, RTA, Paso Robles Express and South County Transit permit Runabout registrants to board fixed-route buses fare-free by displaying their eligibility card upon entering the fixed-route bus; and

WHEREAS, RTA wishes to expand fare-free service for certified Runabout registrants on CITY's fixed-route and deviated fixed-route vehicles.

NOW THEREFORE, for good and valuable consideration, the parties hereto do mutually agree on the following:

1. Runabout Registrants Ride Fare-Free To/From Established Bus Stops

Registered Runabout riders can board a CITY bus and ride fare-free by showing the bus operator his or her Runabout eligibility card. Fare-free service will only be provided for Runabout-eligible riders who travel between established CITY bus stops; Runabout-eligible riders wishing to use route-deviations will not be provided a fare-free trip.

2. RTA Compensates CITY on a Monthly Basis

CITY will track each Runabout-eligible passenger boarding using the daily driver run sheets, and provide a monthly summary by route to RTA. For Fiscal Year 2015-16, RTA shall compensate CITY on a per-passenger boarding price of \$7.45. In future fiscal years during the Term (as defined below), RTA shall compensate CITY for each fare-free Runabout boarding using CITY's previous year Operating Cost divided by the number of annual passenger boardings. The Operating Cost is reported in CITY's annual TDA fiscal and compliance audit report. Payment of the compensation shall be made within thirty (30) days after RTA's receipt of each monthly summary from CITY.

Comment [g1]: Based on FY14-15 data:
\$301,858 divided by 40,500 boardings.

3. Term and Termination

The term of this Agreement commences on the Effective Date (as defined below) and expires at the end of the third full fiscal year of CITY after the Effective Date (as defined below) (the "Term"). During the Term, either party may terminate this Agreement for any reason by providing thirty-days' written notice to the other party.

4. Change in Terms

This Agreement shall be amended or modified only by mutual written agreement of the parties.

5. Mutual Indemnification

Each party to this Agreement shall indemnify, defend and hold harmless the others hereto and they and their affiliated entities' officers, agents and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including reasonable attorney's fees and court costs, which arise solely by virtue of its own negligent acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement.

6. Notification

All notices and communications regarding interpretation of the terms of this Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

San Luis Obispo Regional Transit Authority

Geoff Straw
Executive Director
179 Cross Street, Suite A
San Luis Obispo, CA 93401

City of Morro Bay

Janine Burlingame
Transit Manager
595 Harbor Street
Morro Bay, CA 93442

7. Effective Date

The effective date of this Agreement is the date it is last signed by one of the Parties.

SIGNATURES

RTA

CITY

Jan Marx, President
RTA Board of Directors

Jamie Irons, Mayor
City of Morro Bay

Dated: _____

Dated: _____

APPROVED AS TO FORM
AND LEGAL EFFECT

RITA L. NEAL
County Counsel

APPROVED AS TO FORM

JOSEPH W. PANNONE
Morro Bay City Attorney

By: _____
Assistant County Counsel

By: _____
City Attorney

Date: _____

Date: _____