



179 Cross Street, Suite A
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www.slorta.org

SPECIAL BOARD AGENDA

Wednesday, March 21, 2018

CITY OF PISMO BEACH, CITY COUNCIL CHAMBERS

760 Mattie Road Pismo Beach, CA 93449

1:30 p.m. to 3:00 p.m.

(Ending time is approximate)

Chairperson: Tim Brown

Vice Chair: Vacant

Board Members:

Lynn Compton (Fourth District – SLO County)

John Shoals (Grover Beach)

Tim Brown (Arroyo Grande)

Sheila Blake (Pismo Beach)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency persons) by contacting the SCT offices at 781-4472. Please note that 48 hours advance notice will be necessary to honor a request.

NOTE: Pismo Beach City Offices are served hourly by SCT Route 21.
Please call 541-2228 for more information.

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 South County Transit 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.

BOARD ADMINISTRATIVE ITEMS

ELECTION OF OFFICER: Vice Chairperson

A. INFORMATION AGENDA

A-1 Administrator's Report (Receive)

B. ACTION AGENDA

B-1 Revised Video & Audio Recording Policy and Procedures (Action)

B-2 Updated Next Steps for Consolidation into the RTA (Action)

South County Transit, operated by the San Luis Obispo Regional Transit Authority, is a Joint Powers Agency serving residents and visitors of: Arroyo Grande, Grover Beach, Pismo Beach, Shell Beach and Oceano

- 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 South County Transit Board 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 South County Transit Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.

C-1 SoCo Transit Minutes of January 17, 2018 (Approve)

C-2 SoCo Transit Minutes of January 26, 2018 (Approve)

D. DIRECTORS' COMMENTS

E. EXECUTIVE COMMITTEE MEMBERS' COMMENTS

ADJOURNMENT

Next South County Transit Board meeting: **April 25, 2018**

SOUTH COUNTY TRANSIT
March 21, 2018 Special Board Meeting
STAFF REPORT

AGENDA ITEM: A-1

TOPIC: Administrator's Report

PRESENTED BY: Geoff Straw, Administrator

STAFF RECOMMENDATION: Information

BACKGROUND/DISCUSSION:

Since consolidation is formally being pursued by both the SoCo Transit and RTA Boards, staff worked with Teamsters Local 986 officials to set up monthly meetings to discuss issues and ideas. Formerly, these SoCo Transit management-driver meetings were conducted bi-monthly.

Since the SoCo Transit Board's previous January 17th meeting, two management-driver meetings were conducted, as summarized below:

1. February 19th agenda summary:
 - a. Status of the proposed consolidation
 - b. Clarifying incident reporting requirements
 - c. Possible revisions to Daily Vehicle Inspection report forms
 - d. Audit of signs inside SoCo Transit buses
2. March 13th agenda summary:
 - a. Moving forward with consolidation into the RTA
 - b. K-Mart closing; will bus stop name be changed?
 - c. Route 27 & 28 at Highway 1 & 13th Street – bus stop & flooding challenges
 - d. Status of replacement buses

Staff is still seeking jurisdiction feedback on the draft SoCo Transit 2018-20 Strategic Business Plan that was presented at the January 2018 Board meeting. Any proposed revisions will be summarized at the April 25th Board meeting as part of the consideration for adoption.

STAFF RECOMMENDATION:

Accept this as an information item.

**SOUTH COUNTY TRANSIT
March 21, 2018 Special Board Meeting
STAFF REPORT**

AGENDA ITEM: B-1

TOPIC: Video & Audio Recording Policy and Procedures

ACTION: Adopt Policy

PRESENTED BY: Geoff Straw, RTA Executive Director

STAFF RECOMMENDATION: Adopt Revised Policy and Procedures as Presented

BACKGROUND/DISCUSSION:

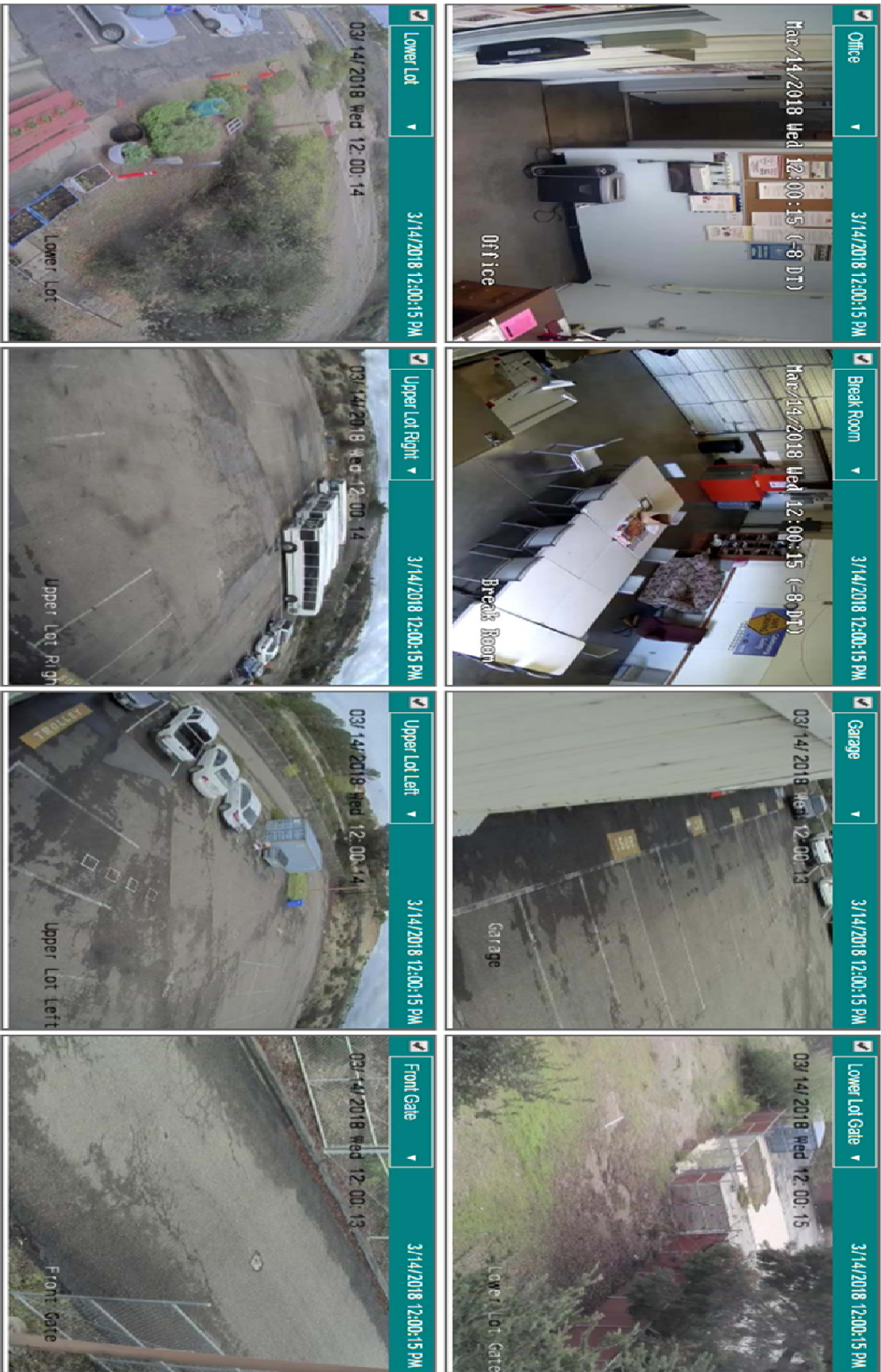
On June 26, 2013, the South County Transit Board adopted the *SCT Video Policy*. A security surveillance recording policy is necessary due to the sensitive nature of video and audio recordings in public places, as well as limitations that should be established for the use of recordings. However, the existing policy and procedures document did not address security surveillance systems that are installed at SoCo Transit facilities or that could be installed in the future.

Staff has attached two versions of the revised policy: the first depicts the policy as it would be published (i.e., the “clean” version), and the second shows proposed new language in underline/red and deleted language in ~~strikethrough/red~~. The revised policy continues to address the use of security surveillance recording systems in revenue vehicles, and also includes new guidelines for surveillance at facilities. These facilities include operating and maintenance facilities that are not open to the public, as well as public-facing facilities such as SoCo Transit customer service offices in San Luis Obispo and passenger facilities in Grover Beach and Pismo Beach. Staff also worked with representatives from Teamsters Local 986 to refine language related to the use of recordings when investigating reported employee incidents. A new section was also added that allows SoCo Transit to capture the direct costs of retrieving and conveying the recordings based on Public Information Records Act requests; no charge would be levied to make copies for law enforcement and employee disciplinary investigations.

Attached on the next two pages are screenshots of the surveillance camera views that are currently available at the SoCo Transit operations yards in Arroyo Grande, as well as typical views in/around a typical fixed-route bus. These views could be changed at any time, although the public can easily see the camera “pods” that are located in public areas and employees can see them in non-public (employee only) areas.

Staff Recommendation

Adopt the *SoCo Transit Video & Audio Recording Policy and Procedures* document, and instruct staff to implement the procedures included therein.





SOUTH COUNTY TRANSIT SCAT
Vehicle and Facility Video CAMERA POLICY

POLICY AND PROCEDURES FOR VIDEO/AUDIO RECORDING ON
VEHICLES & PROPERTY

ORIGINALLY ADOPTED: JUNE 26, 2013

REVISION DATE: _____

I. Guidelines Policy for Vehicle & Facility Video Surveillance Recordings On Buses

South County ~~Area~~ Transit (~~SCAT~~SoCo Transit) recognizes that ~~onboard~~on-vehicle and facility surveillance recording systems are useful in promoting safety, discouraging bad behavior, and minimizing conflicts. ~~SCAT~~SoCo Transit also recognizes that video and audio recordings are a matter of sensitivity and the use of ~~these onboard cameras~~recording systems should be governed by policy guidelines. This policy covers any video and/or audio recording systems which may be installed in or near any SoCo Transit facility, or on any ~~SCAT~~SoCo Transit-owned or operated vehicles.

To ensure that customers are appropriately notified, ~~SCAT~~SoCo Transit will prominently place notices in facilities public-facing facilities and on revenue vehicles buses that both images and audio may be recorded while on the vehicle. No such notices are required in non-public workplace areas. Surveillance system use shall also not violate State, Federal, or local restrictions for video/audio recording.

Video surveillance recordings are to be conducted only for promoting bus and facility safety, providing for the security of its employees and riding public, the resolution of incidents/accidents involving ~~SCAT~~SoCo Transit vehicles/property, visitors and employees, and Bus Operator incidents, and as These video recordings are privileged information provided to authorized legal counsel, risk management, labor organizations as part of disciplinary proceedings, and law enforcement agents at the discretion of RTA and ~~SCAT~~SoCo Transit, or as required by law or contractual requirement. ~~SCAT~~SoCo Transit reserves the right to use electronic surveillance equipment such as video cameras, audio devices and telephone systems for the purpose of investigation and for ensuring the safety of employees and customers within the limitations of this policy.

The following statements pertain to employees of SoCo Transit:

- A. VEHICLES AND FACILITIES UNDER SURVEILLANCE – Revenue v~~ehicles~~and facilities may be equipped with electronic surveillance equipment and therefore employees may be subject to electronic surveillance in the course of their duties. In the case of passenger facilities, SoCo Transit member jurisdictions may install surveillance systems in and around the site, and those

recordings are also admissible as evidence for disciplinary proceedings. Because recording systems are primarily intended to deter bad behavior, the recording devices will be placed in plain view; none will be placed clandestinely. A list of vehicles shall be posted in the driver's room that depicts which vehicles are equipped with this equipment. Employees should assume that every camera has the capability of recording both audio and video.

- B. USE OF RECORDINGS FOR DISCIPLINARY PROCEEDINGS – The purpose as noted above is to ensure the safety and security of SCAT employees and customers in the operation of a SCAT vehicle and therefore Management will not take action against any employee unless that employee has violated a policy, rule or regulation pursuant to the terms and conditions of the SCATSoCo Transit Employee Handbook or labor agreement. If a SCATSoCo Transit representative uses or permits to be used any recordings in a manner not consistent with this policy, that SCATSoCo Transit representative will face disciplinary action up to and including dismissal, and that recording shall not be used in any disciplinary proceeding.
- C. TAMPERING WITH RECORDING DEVICES PROHIBITED – Interfering Verifiable interference with the normal operation or tampering with any on-board vehicle or facility camera/audio system in an effort to disable it, keep it from recording or destroying a recording will be considered a serious infraction and may result in disciplinary action up to and including dismissal.

II. Incident Review for Continuously Recording Systems

Authorized SCATSoCo Transit representatives will ~~save~~ retrieve and review the images and/or audio from continuously recording on-vehicle and onboard/facility surveillance systems to investigate incidents, accidents, customer complaints and property damage, to confirm activities or violations reported to management personnel and for other documented causes, as necessary. Such causes shall be documented by submitting completing a ~~Bus~~ Video Imaging Request Form (see Attachment A) prior to the review taking place.

Authorized SCATSoCo Transit representatives will not review recorded surveillance materials for the initial or sole purpose of looking for violations of work policies or procedures. Authorized SCATSoCo Transit representatives may use images and/or audio from onboard/camera/recording systems as evidence in disciplinary proceedings when such images were first viewed during a video review made for the purpose of investigating incidents, accidents, customer complaints and property damage, confirming activities or violations reported to management for other documented causes, as necessary. If violations of work policies or procedures are discovered during or incidental to review of surveillance materials being conducted in a manner that is otherwise consistent with this policy for other purposes, then such footage may be used in or to support disciplinary proceedings.

III. Video/Audio Review – Authorized ~~SCAT~~ Representatives

Only authorized ~~SCAT~~SoCo Transit representatives will retrieve, review and retain the original surveillance materials. If further opinions are needed, the footage may be shared with appropriate San Luis Obispo County staff, SoCo Transit's liability insurance carriers or legal counsel for determination or evaluation of the incident. In order to maintain a proper chain of custody, the ~~SCAT~~SoCo Transit Board of Directors has designated the following people as the authorized ~~SCAT~~SoCo Transit representatives, also referred to as Custodians of Record:

- A. ~~SCAT~~Read SoCo Transit Operations Supervisors
- B. RTA Operations Manager
- C. RTA Manager, Maintenance & Facilities
- D. RTA Manager, Safety & Training
- E. RTA Executive Director, who also serves as the ~~SCAT~~SoCo Transit Administrator

The RTA Executive Director may authorize additional positions as Custodians of Record. Other RTA personnel may be allowed to view video, as authorized by the RTA Executive Director, for the purpose of investigating a reported incident.

As technology evolves, other types of recording systems may be introduced. ~~SCAT~~SoCo Transit reserves the right to fully implement and use any recording system that may become available in the future.

IV. Video/Audio Review – Authorized Reviews

Reviews of a recording can only be authorized under the following limited set of circumstances:

- A. INCIDENTS, ACCIDENTS AND CUSTOMER COMPLAINTS – When management becomes aware of an incident requiring review in the above categories, the footage will be retrieved and reviewed by authorized ~~SCAT~~SoCo Transit representatives.
- B. PROPERTY DAMAGE – Authorized ~~SCAT~~SoCo Transit representatives will begin the review at the time any damage to property is noticed and/or reported.
- C. SUPERVISORY OBSERVATIONS – When a potential rule violation is observed by supervisory personnel, authorized ~~SCAT~~SoCo Transit representatives will begin review of the incident no greater than thirty (30) minutes prior to or after the time the incident occurred in order to observe event-(s) leading up to the incident.

Because of the technology involved, any review may include multiple camera angles and/or audio recordings that were recorded simultaneously.

V. Additional Information

The following additional procedures pertain to this policy:

- A. LEGAL ACCESS TO ~~SCAT~~ VIDEO/AUDIO – Authorized ~~SCAT~~ SoCo Transit representatives will cooperate with law enforcement or other duly authorized governmental agencies by providing the opportunity to view images and/or audio recordings from surveillance systems, as requested. Duly authorized subpoenas for the release of surveillance materials from surveillance systems will be reviewed with legal counsel.
- B. THE USE OF VIDEO/AUDIO MATERIALS AS EVIDENCE – Video and/or audio evidence will stand on its own merit. The issue of whether a particular video and/or audio image does or does not prove an allegation is not an issue of policy, but rather an issue to be decided by the courts for legal cases, and by the reviewers and/or arbiters, on a case-by-case basis, in employee disciplinary proceedings.

If authorized ~~SCAT~~ SoCo Transit representatives are using video and/or audio as evidence in a disciplinary proceeding, the affected employee will be allowed to review the footage in the presence of a designated Custodian of Record, and/or be provided a copy as part of the disclosure of evidence.

- C. NO EXPECTATION OF PRIVACY – There should be no expectation of privacy aboard a public bus or on SoCo Transit property (with the exception of locker rooms and restrooms) by any person, including but not limited to ~~SCAT~~ SoCo Transit employees, the general public, or customers.

VI. Video/Audio Requests

External agencies or internal departments ~~on occasion~~ may request to review surveillance materials. The agency designee responsible for maintaining video/audio records must follow the procedures on distribution of surveillance materials, per Attachment A.

VII. Video/Audio Record Retention

Each “validated incident” shall be saved and labeled to indicate the date and the vehicle number or facility location, ~~and an incident number~~. These files are saved for a minimum of one-year. After one year, recordings of “validated incidents” may be

destroyed provided the destruction is approved by the RTA Executive Director in writing or the recordings are not evidence in any claim filed or any pending litigation. In the event the recordings are evidence in any claim filed or any pending litigation, [SCAT SoCo Transit](#) authorized representatives must preserve the recordings until the claim or the pending litigation is resolved.

VIII. ~~Distribution Of Video Surveillance Recordings~~

~~Only authorized SCAT representatives or authorized representatives of external agencies may request copies of surveillance records using the designated form (see Attachment A). Provisions of this section must be implemented in a manner that is in conformance with the Public Records Act.~~

IX. — Requests for Copy of Surveillance Materials

All requests for a copy of surveillance materials must be made to the [SCAT RTA](#) Operations Manager or authorized representative, who is responsible for safeguarding the surveillance materials. The requestor must provide the following information for the request to be processed:

- A. Date of Request
- B. Name of Requestor
- C. Title of Requestor
- D. Phone Number of Requestor
- E. Badge Number / ID of Requestor (if applicable)
- F. Department / Division of Requestor (if applicable)
- G. Citation Number (if applicable)
- H. ~~Incident Report (I/R) Number (if applicable)~~
- I. Reason for the Request (Administrative Issue, Accident/Incident Investigation, claims, etc.)
- J. Bus Number (if known)
- K. Date and Time when the Recording was made
- L. Length of the Recording (minutes) to be downloaded

The surveillance materials must be obtained, the potential incident reviewed, and then the material must be saved on the password-protected RTA file server, prior to distribution (see Attachment A).

IX. Copies of Incident Recordings

Unofficial copies may be made for administrative purposes or ~~to be given to an authorized agency upon request~~ using appropriate electronic means (CD-ROM, DVD, etc.). It is the responsibility of the [SCAT Supervisor](#) RTA Operations Manager or authorized SoCo Transit representative to copy the incident and distribute the materials to the requestor. The copy should be labeled with the incident information (bus number

or building location, date and time), the transit agency logo, and a non-disclosure statement, ~~and a serialized tracking or identification number~~ (see Attachment B). The RTA Executive Director or designee must authorize in advance the distribution of any copies of video and/or audio recording materials ~~to external agencies~~.

Upon distribution of the copy, the requestor must sign for the surveillance materials, acknowledging the sensitivity and limited use of the data. The agency designee will retain records pertaining to dates of request, as well as a receipt for the copy of the surveillance materials.

XI. Public Viewing

Pursuant to the California Public Records Act (California Government Code Sections 6250, et seq.), surveillance recordings are public records. Therefore, a member of the public may request to review or receive copies of recorded footage.

This request will follow the above guidelines and the member of the public will be allowed to view the incident in the presence of an authorized SCATSoCo Transit representative. The authorized SCATSoCo Transit representative is not required to provide copies of recordings to any member of the public that requests a copy ~~unless if~~ one or more of a limited number of exceptions apply, including the following:

- A. Records pertaining to pending litigation to which SoCo Transit is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810), until the pending litigation or claim has been finally adjudicated or otherwise settled.
- B. Records of complaints to, or investigations conducted by, or records of intelligence information or security procedures of, the office of the Attorney General and the Department of Justice, the Office of Emergency Services and any state or local police agency, or any investigatory or security files compiled by any other state or local police agency, or any investigatory or security files compiled by any other state or local agency for correctional, law enforcement, or licensing purposes.

XII. ~~Public Viewing Non-Transit User~~

~~At times, non-transit users may request to view recorded footage for incidents that do not involve the bus. This may include requests from public officers, private companies or private citizens. SCAT is not obligated to provide said footage and will handle these requests pursuant to internal policies for distributing data for outside requests.~~

XIII. ~~Chain of Custody~~

Authorized SCATSoCo Transit representatives will work with legal counsel to ensure the chain of custody will meet the current case law and statutory requirements.

XII. Costs of Duplication

SoCo Transit will provide copies of video/audio recordings upon payment of the following fees: the requested public records will be produced at a charge of fifty (50) cents per DVD or other electronic media device, plus the actual costs of the staff time for retrieving and duplicating the records and postage (if necessary). The cost of staff time will be computed in accordance with the guidelines contained in Section 8740 of the State Administrative Manual. See Attachment C for details. However, these fees may be waived if the costs of retrieval and duplication are less than the cost of processing the payment.

Costs of duplication will not be charged to law enforcement agencies, nor to any officer or authorized agent of recognized labor organizations if the records were retrieved by SoCo Transit representatives as part of an employee disciplinary investigation.

ATTACHMENT A

SOUTH COUNTY TRANSIT BUS VIDEO IMAGING REQUEST FORM

DIRECTION FOR USE:

SCAT **SoCo Transit** authorized representatives, Law Enforcement, and authorized parties requesting to view a copy of bus and facility video images and/or audio recordings must complete and submit this form. The completed form, with the proper signature, must be presented to the **SCAT** **Supervisor** **RTA Operations Manager** or the RTA Executive Director. Requests are subject to the California Public Records Act (California Government Code Sections 6250, et seq.)

REQUESTOR'S INFORMATION:

DATE/TIME OF REQUEST	NAME	TITLE/BADGE NUMBER
AGENCY & DEPARTMENT		PHONE NO.

INCIDENT INFORMATION:

ROUTE NO.	BUS NO.	INCIDENT DATE/TIME	CITATION/INCIDENT #:
REASON FOR REQUEST:			

By signing this request form you are acknowledging that the surveillance materials contain privileged and confidential information for the viewing of the authorized recipient only, and is not to be released to another party without express written consent by the RTA Executive Director or designee.

SIGNATURE OF REQUESTOR	DATE SIGNED
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FOR DEPARTMENT USE ONLY:

☐ Authorization for Copy

☐ Authorization to Review Surveillance Material

COMPLETION DATE / TIME	COMPLETED BY
SIGNATURE	TITLE

SURVEILLANCE MATERIALS RELEASED:

TO: _____

DATE: _____

ATTACHMENT B

Surveillance Materials Label with Non-Disclosure Statement

The label will contain the following information:

SoCo Transit Logo

Date:

Time:

~~Video Number:~~

Vehicle Number or Facility Location:

Time:

Type of Incident:

This surveillance material contains privileged and confidential information for the viewing of the authorized recipient only and is not to be released to another party without prior, written permission from the RTA Executive Director.

DO NOT DUPLICATE. FOR AUTHORIZED SOUTH COUNTY TRANSIT USE ONLY

ATTACHMENT C

BILLING RATE CALCULATION		
TOTAL ACTUAL STAFF TIME		
BENEFIT CONTRIBUTION PERCENTAGES		
Employees's Retirement	5.82%	
Disability Insurance	0.98%	
Social Security	6.20%	
Medicare	1.45%	
Health, Vision, Dental Benefits	15.64%	
Workers Compensation	14.94%	
Life Insurance	0.23%	
TOTAL PERCENT	45.25%	
FORMULA FOR CALCULATING THE STAFF TIME COST:		
(Hourly Rate x 1.4525) x Actual Staff Time		
DVD or Other Electronic Media Device		
DVD Quantity - \$0.50		
Other Electronic Media Device - actual cost		
TOTAL MEDIA CHARGE		
POSTAGE		
TOTAL COST OF DUPLICATION		

DO NOT DUPLICATE. FOR AUTHORIZED SOUTH COUNTY TRANSIT USE ONLY

SOUTH COUNTY TRANSIT POLICY AND PROCEDURES FOR VIDEO/AUDIO RECORDING ON VEHICLES & PROPERTY

ORIGINALLY ADOPTED: JUNE 26, 2013

REVISION DATE: _____

I. Policy for Vehicle & Facility Video Surveillance Recordings

South County Transit (SoCo Transit) recognizes that on-vehicle and facility surveillance recording systems are useful in promoting safety, discouraging bad behavior, and minimizing conflicts. SoCo Transit also recognizes that video and audio recordings are a matter of sensitivity and the use of recording systems should be governed by policy guidelines. This policy covers any video and/or audio recording systems which may be installed in or near any SoCo Transit facility, or on any SoCo Transit-owned or operated vehicles.

To ensure that customers are appropriately notified, SoCo Transit will prominently place notices public-facing facilities and on revenue vehicles that both images and audio may be recorded. No such notices are required in non-public workplace areas. Surveillance system use shall also not violate State, Federal, or local restrictions for video/audio recording.

Video surveillance recordings are to be conducted only for promoting bus and facility safety, providing for the security of its employees and riding public, the resolution of incidents/accidents involving SoCo Transit vehicles/property, visitors and employees, and Bus Operator incidents. These video recordings are privileged information provided to authorized legal counsel, risk management, labor organizations as part of disciplinary proceedings, and law enforcement agents at the discretion of RTA and SoCo Transit, or as required by law or contractual requirement. SoCo Transit reserves the right to use electronic surveillance equipment such as video cameras, audio devices and telephone systems for the purpose of investigation and for ensuring the safety of employees and customers within the limitations of this policy.

The following statements pertain to employees of SoCo Transit:

- A. **VEHICLES AND FACILITIES UNDER SURVEILLANCE** – Revenue vehicles and facilities may be equipped with electronic surveillance equipment and therefore employees may be subject to electronic surveillance in the course of their duties. In the case of passenger facilities, SoCo Transit member jurisdictions may install surveillance systems in and around the site, and those recordings are also admissible as evidence for disciplinary proceedings. Because recording systems are primarily intended to deter bad behavior, the recording devices will be placed in plain view; none will be placed clandestinely. Employees should assume that every camera has the capability of recording both audio and video.

- B. **USE OF RECORDINGS FOR DISCIPLINARY PROCEEDINGS** – Management will not take action against any employee unless that employee has violated a policy, rule or regulation pursuant to the terms and conditions of the SoCo Transit Employee Handbook or labor agreement. If a SoCo Transit representative uses or permits to be used any recordings in a manner not consistent with this policy, that SoCo Transit representative will face disciplinary action up to and including dismissal, and that recording shall not be used in any disciplinary proceeding.
- C. **TAMPERING WITH RECORDING DEVICES PROHIBITED** – Verifiable interference with the normal operation or tampering with any on-vehicle or facility camera/audio system in an effort to disable it, keep it from recording or destroying a recording will be considered a serious infraction and may result in disciplinary action up to and including dismissal.

II. Incident Review for Continuously Recording Systems

Authorized SoCo Transit representatives will retrieve and review the images and/or audio from continuously recording on-vehicle and facility surveillance systems to investigate incidents, accidents, customer complaints and property damage, to confirm activities or violations reported to management personnel and for other documented causes, as necessary. Such causes shall be documented by completing a *Video Imaging Request Form* (see Attachment A) prior to the review taking place.

Authorized SoCo Transit representatives will not review recorded surveillance materials for the initial or sole purpose of looking for violations of work policies or procedures. Authorized SoCo Transit representatives may use images and/or audio from recording systems as evidence in disciplinary proceedings when such images were first viewed during a video review made for the purpose of investigating incidents, accidents, customer complaints and property damage, confirming activities or violations reported to management for other documented causes, as necessary. If violations of work policies or procedures are discovered during or incidental to review of surveillance materials being conducted in a manner that is otherwise consistent with this policy for other purposes, then such footage may be used in or to support disciplinary proceedings.

III. Video/Audio Review – Authorized Representatives

Only authorized SoCo Transit representatives will retrieve, review and retain the original surveillance materials. If further opinions are needed, the footage may be shared with appropriate San Luis Obispo County staff, SoCo Transit's liability insurance carriers or legal counsel for determination or evaluation of the incident. In order to maintain a proper chain of custody, the SoCo Transit Board of Directors has designated the following people as the authorized SoCo Transit representatives, also referred to as Custodians of Record:

- A. SoCo Transit Operations Supervisors

- B. RTA Operations Manager
- C. RTA Manager, Maintenance & Facilities
- D. RTA Manager, Safety & Training
- E. RTA Executive Director, who also serves as the SoCo Transit Administrator

The RTA Executive Director may authorize additional positions as Custodians of Record. Other RTA personnel may be allowed to view video, as authorized by the RTA Executive Director, for the purpose of investigating a reported incident.

As technology evolves, other types of recording systems may be introduced. SoCo Transit reserves the right to fully implement and use any recording system that may become available in the future.

IV. Video/Audio Review – Authorized Reviews

Reviews of a recording can only be authorized under the following limited set of circumstances:

- A. INCIDENTS, ACCIDENTS AND CUSTOMER COMPLAINTS – When management becomes aware of an incident requiring review in the above categories, the footage will be retrieved and reviewed by authorized SoCo Transit representatives.
- B. PROPERTY DAMAGE – Authorized SoCo Transit representatives will begin the review at the time any damage to property is noticed and/or reported.
- C. SUPERVISORY OBSERVATIONS – When a potential rule violation is observed by supervisory personnel, authorized SoCo Transit representatives will begin review of the incident no greater than thirty (30) minutes prior to or after the time the incident occurred in order to observe event(s) leading up to the incident.

Because of the technology involved, any review may include multiple camera angles and/or audio recordings that were recorded simultaneously.

V. Additional Information

The following additional procedures pertain to this policy:

- A. LEGAL ACCESS TO VIDEO/AUDIO – Authorized SoCo Transit representatives will cooperate with law enforcement or other duly authorized governmental agencies by providing the opportunity to view images and/or audio recordings from surveillance systems, as requested. Duly authorized subpoenas for the release of surveillance materials from surveillance systems will be reviewed with legal counsel.

- B. **THE USE OF VIDEO/AUDIO MATERIALS AS EVIDENCE** – Video and/or audio evidence will stand on its own merit. The issue of whether a particular video and/or audio image does or does not prove an allegation is not an issue of policy, but rather an issue to be decided by the courts for legal cases, and by the reviewers and/or arbiters, on a case-by-case basis, in employee disciplinary proceedings.

If authorized SoCo Transit representatives are using video and/or audio as evidence in a disciplinary proceeding, the affected employee will be allowed to review the footage in the presence of a designated Custodian of Record, and/or be provided a copy as part of the disclosure of evidence.

- C. **NO EXPECTATION OF PRIVACY** – There should be no expectation of privacy aboard a public bus or on SoCo Transit property (with the exception of locker rooms and restrooms) by any person, including but not limited to SoCo Transit employees, the general public, or customers.

VI. Video/Audio Requests

External agencies or internal departments may request to review surveillance materials. The agency designee responsible for maintaining video/audio records must follow the procedures on distribution of surveillance materials, per Attachment A.

VII. Video/Audio Record Retention

Each “validated incident” shall be saved and labeled to indicate the date and the vehicle number or facility location. These files are saved for a minimum of one-year. After one year, recordings of “validated incidents” may be destroyed provided the destruction is approved by the RTA Executive Director in writing or the recordings are not evidence in any claim filed or any pending litigation. In the event the recordings are evidence in any claim filed or any pending litigation, SoCo Transit authorized representatives must preserve the recordings until the claim or the pending litigation is resolved.

VIII. Requests for Copy of Surveillance Materials

All requests for a copy of surveillance materials must be made to the RTA Operations Manager or authorized representative, who is responsible for safeguarding the surveillance materials. The requestor must provide the following information for the request to be processed:

- A. Date of Request
- B. Name of Requestor
- C. Title of Requestor

- D. Phone Number of Requestor
- E. Badge Number / ID of Requestor (if applicable)
- F. Department / Division of Requestor (if applicable)
- G. Citation Number (if applicable)
- H. Reason for the Request (Administrative Issue, Accident/Incident Investigation, claims, etc.)
- I. Bus Number (if known)
- J. Date and Time when the Recording was made
- K. Length of the Recording (minutes) to be downloaded

The surveillance materials must be obtained, the potential incident reviewed, and then the material must be saved on the password-protected RTA file server, prior to distribution (see Attachment A).

IX. Copies of Incident Recordings

Unofficial copies may be made for administrative purposes or upon request using appropriate electronic means (CD-ROM, DVD, etc.). It is the responsibility of the RTA Operations Manager or authorized SoCo Transit representative to copy the incident and distribute the materials to the requestor. The copy should be labeled with the incident information (bus number or building location, date and time), the transit agency logo, and a non-disclosure statement (see Attachment B). The RTA Executive Director or designee must authorize in advance the distribution of any copies of video and/or audio recording materials.

Upon distribution of the copy, the requestor must sign for the surveillance materials, acknowledging the sensitivity and limited use of the data. The agency designee will retain records pertaining to dates of request, as well as a receipt for the copy of the surveillance materials.

X. Public Viewing

Pursuant to the California Public Records Act (California Government Code Section 6250, et seq.), surveillance recordings are public records. Therefore, a member of the public may request to review or receive copies of recorded footage.

This request will follow the above guidelines and the member of the public will be allowed to view the incident in the presence of an authorized SoCo Transit representative. The authorized SoCo Transit representative is not required to provide copies of recordings to any member of the public that requests a copy if one or more of a limited number of exceptions apply, including the following:

- A. Records pertaining to pending litigation to which SoCo Transit is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810), until the pending litigation or claim has been finally adjudicated or otherwise settled.

- B. Records of complaints to, or investigations conducted by, or records of intelligence information or security procedures of, the office of the Attorney General and the Department of Justice, the Office of Emergency Services and any state or local police agency, or any investigatory or security files compiled by any other state or local police agency, or any investigatory or security files compiled by any other state or local agency for correctional, law enforcement, or licensing purposes.

XI. Chain of Custody

Authorized SoCo Transit representatives will work with legal counsel to ensure the chain of custody will meet the current case law and statutory requirements.

XII. Costs of Duplication

SoCo Transit will provide copies of video/audio recordings upon payment of the following fees: the requested public records will be produced at a charge of fifty (50) cents per DVD or other electronic media device, plus the actual costs of the staff time for retrieving and duplicating the records and postage (if necessary). The cost of staff time will be computed in accordance with the guidelines contained in Section 8740 of the State Administrative Manual. See Attachment C for details. However, these fees may be waived if the costs of retrieval and duplication are less than the cost of processing the payment.

Costs of duplication will not be charged to law enforcement agencies, nor to any officer or authorized agent of recognized labor organizations if the records were retrieved by SoCo Transit representatives as part of an employee disciplinary investigation.

ATTACHMENT A

SOUTH COUNTY TRANSIT VIDEO IMAGING REQUEST FORM

DIRECTION FOR USE:

SoCo Transit authorized representatives, Law Enforcement, and authorized parties requesting to view a copy of bus and facility video images and/or audio recordings must complete and submit this form. The completed form, with the proper signature, must be presented to the RTA Operations Manager or the RTA Executive Director. Requests are subject to the California Public Records Act (California Government Code Sections 6250, et seq.)

REQUESTOR'S INFORMATION:

DATE/TIME OF REQUEST	NAME	TITLE/BADGE NUMBER
AGENCY & DEPARTMENT		PHONE NO.

INCIDENT INFORMATION:

ROUTE NO.	BUS NO.	INCIDENT DATE/TIME	CITATION/INCIDENT #:
REASON FOR REQUEST:			

By signing this request form you are acknowledging that the surveillance materials contain privileged and confidential information for the viewing of the authorized recipient only, and is not to be released to another party without express written consent by the RTA Executive Director or designee.

SIGNATURE OF REQUESTOR	DATE SIGNED
------------------------	-------------

FOR DEPARTMENT USE ONLY:

☐ Authorization for Copy

☐ Authorization to Review Surveillance Material

COMPLETION DATE / TIME	COMPLETED BY
SIGNATURE	TITLE

SURVEILLANCE MATERIALS RELEASED:

TO: _____

DATE: _____

ATTACHMENT B

Surveillance Materials Label with Non-Disclosure Statement

The label will contain the following information:

SoCo Transit Logo

Date:

Time:

Vehicle Number or Facility Location:

Time:

Type of Incident:

This surveillance material contains privileged and confidential information for the viewing of the authorized recipient only and is not to be released to another party without prior, written permission from the RTA Executive Director.

DO NOT DUPLICATE. FOR AUTHORIZED SOUTH COUNTY TRANSIT USE ONLY

ATTACHMENT C

BILLING RATE CALCULATION		
TOTAL ACTUAL STAFF TIME		
BENEFIT CONTRIBUTION PERCENTAGES		
Employees's Retirement	5.82%	
Disability Insurance	0.98%	
Social Security	6.20%	
Medicare	1.45%	
Health, Vision, Dental Benefits	15.64%	
Workers Compensation	14.94%	
Life Insurance	0.23%	
TOTAL PERCENT	45.25%	
FORMULA FOR CALCULATING THE STAFF TIME COST:		
(Hourly Rate x 1.4525) x Actual Staff Time		
DVD or Other Electronic Media Device		
DVD Quantity - \$0.50		
Other Electronic Media Device - actual cost		
TOTAL MEDIA CHARGE		
POSTAGE		
TOTAL COST OF DUPLICATION		

DO NOT DUPLICATE. FOR AUTHORIZED SOUTH COUNTY TRANSIT USE ONLY

SOUTH COUNTY TRANSIT
March 21, 2018 Special Board Meeting
STAFF REPORT

AGENDA ITEM: B-2

TOPIC: South County Transit Request to Consolidate into the RTA

PRESENTED BY: Geoff Straw, Administrator

STAFF RECOMMENDATION: Update on South County Transit's Request to Consolidate into the RTA

BACKGROUND/DISCUSSION:

Summary

At the January 17th SoCo Transit Board meeting, staff reported that consolidation into the RTA would result in an annual net savings to the SoCo Transit jurisdictions of approximately \$82,000 to the South County jurisdictions. Staff has since learned that an additional \$6,000 in SLOCOG-administered regional State Transit Assistance funds would be allocated annually to SoCo Transit under consolidation, which bumps up the total annual expected benefit of \$88,000.

As part of the January 17th SoCo Transit Board packet, staff listed nine challenges and opportunities under consideration, and those remain unchanged today. Those same nine elements were presented to the RTA Board at its March 7th meeting. In the interest of brevity, those nine elements are not provided in this Staff Report.

At its March 7th meeting, the RTA Board considered SoCo Transit's request to consolidate into the RTA, and directed staff to move forward with twelve "next steps" as the region considers consolidation. One open item that arose during the RTA Board meeting is how the County's primary and alternate representatives are selected; staff is working with County officials to determine the optimal method and that language will be added to the draft JPA prior to presentation at each jurisdiction's legislative body. It should be noted that the SoCo Transit Board directed staff to pursue nine steps at its January 17th meeting; the list below includes some updates to those nine elements as well as three new steps. Staff is recommending that the SoCo Transit Board consider the twelve Recommended Steps to Pursue Consolidation below.

Recommended Steps to Pursue Consolidation

Staff is seeking the Board's concurrence to implement the following steps to actively pursue SoCo Transit consolidation into the RTA:

1. Monthly SoCo Transit Board Meetings: The SoCo Transit Board has scheduled monthly meetings so that important decisions can be made in a timely manner. If no pressing issues arise in a given month, the meeting would be cancelled. SoCo Transit's next Board special meeting is scheduled for 1:30 PM on April 27th at the Arroyo Grande City Hall chambers.
2. Monthly Employee Meetings: Staff will conduct monthly meetings with Teamsters Local 986 officials and employees at both SoCo Transit and the RTA to address concerns and develop proposals that could affect the workforce.
3. Risk Management Commitments: Staff will develop separate Board Resolutions that are acceptable to our two risk management providers explaining that all liabilities and assets of SoCo Transit – including those related to existing risk management policies – will be assumed by the RTA.
4. Transition of Branding: Work with the SoCo Transit Board to determine how and when the SoCo Transit brand will “melt away.” For example the existing buses need not be repainted nor the relatively new bus stop signs be replaced with the RTA brand immediately – but that transition could occur when existing assets age-out and are replaced. Along the same lines, Bus Operator uniforms would transition to the RTA uniforms at the annual (October) replenishment or as needed due to fraying/damage. Finally, bus schedules would remain branded as SoCo Transit until the current stock would need to be replenished.
5. Determine Local Fare Levels: Staff will work with the SoCo Transit Board to determine if the fare program implemented in July 2016 should remain in place or transition to the RTA's slightly higher fares. The base SoCo Transit cash fare is \$1.50 (the same as other local fixed routes like SLO Transit and Paso Express), while the RTA's single-zone fare is \$1.75; the RTA's multi-ride pass prices are also higher than local fixed-route providers' passes.
6. Risk Management Planning: Staff will finalize plans with our risk management partners to establish milestones and key decision-points upon consolidation. The fiscal year for CalTIP begins on May 1 and for CSAC on July 1. As such, the FY18-19 administrative fees will be enforced prior to consolidation, so the savings will be realized in FY19-20 and later.
7. Health Insurance Plan Transition: Staff will finalize plans with our health insurance carriers to transition existing full-time SoCo Transit employees onto the RTA's plans upon consolidation, and add SoCo Transit employees that would become eligible for medical-only benefits (known as “Part-Time/Health-Benefited” employees in the RTA's collective bargaining agreement).
8. Coordination with Regulatory Agencies: Staff will work with the DMV, CHP, FTA, Caltrans, the SLO County Air District and other regulatory agencies to transition assets and related reporting requirements to the RTA upon consolidation.

9. Transition of Vendor Agreements: Staff will work with vendors and other organizations with whom SoCo Transit has contracted for property, goods and services.
10. City Council and Board of Supervisors Presentations for Comment: Staff will schedule presentations on the proposed consolidation, as well as the draft amended RTA JPA document, to all seven City Councils and the Board of Supervisors in March and April 2018. The purpose of the presentations would be to determine support for the consolidation and to solicit public comments.
11. Refinement of JPAs: Once comments from each jurisdiction's legislative body is incorporated into the final revised RTA JPA and a resolution abolishing the SoCo Transit JPA is developed, they would be presented to the RTA and SoCo Transit Boards in May 2018 for final refinements and presentation of a milestone schedule.
12. Adoption of Revised RTA JPA and Rescission of SoCo Transit JPA: The resulting documents would then be presented for adoption at each RTA and SoCo Transit jurisdiction in summer 2018, followed by ratification by the two Boards.

Staff has attached three versions of the RTA joint powers agreement so that readers can plainly see the existing JPA language and the proposed new language, as follows:

1. "Clean" version of draft amended and restated JPA on pages B-2-5 through B-2-17.
2. "Redline" version, which shows the new language in underline/red and suggested deletions in ~~strikethrough/red~~ on pages B-2-18 through B-2-27.
3. Current version of the JPA that was officially adopted on April 16, 2013 and filed with the Secretary of State on June 24, 2013 on pages B-2-28 through B-2-41.

We have also included a copy of the SoCo Transit JPA for context on pages B-2-42 through B-2-50.

Staff Recommendation

Actively pursue steps to consolidate SoCo Transit into the RTA, and direct staff to undertake the twelve Recommended Steps listed above.

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

WITNESSETH:

This AMENDED AND RESTATED Agreement is made and entered into this _____ day of _____, 2018 by and among the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach and San Luis Obispo, all being municipal corporations in the County of San Luis Obispo, California (hereinafter called "Cities") and the County of San Luis Obispo, a body politic and corporate, and a subdivision of the State of California, (hereinafter called "County").

WHEREAS, the parties first entered into a Joint Powers Agreement to establish the San Luis Obispo Regional Transit Authority ("RTA") on March 9th, 1990, and subsequently amended the agreement on September 2, 1998, and April 16, 2013, and which is being amended and restated for clarity;

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

WHEREAS, the Cities and County have previously entered into a joint powers agreement for the formation of the San Luis Obispo Council of Governments ("SLOCOG") for the purpose of providing, among other things, for a regional transportation agency and all of its members are members of this Agreement; and

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

WHEREAS, the cities of Arroyo Grande, Grover Beach, Pismo Beach, and the County of San Luis Obispo were formerly members of the South County Area Transit Joint Powers Agency which began operating a public transit system within those jurisdictions in January, 1978, and which ceased to exist and transferred its assets to RTA in return for amendments made to this Agreement effective ____2018.

NOW THEREFORE, it is agreed as follows:

ARTICLE I General Provisions

Section 1. Recitals are True and Correct: All of the above recitals are true and correct and incorporated herein by reference.

Section 2. Purpose: The purpose of this Agreement is to exercise the common powers of the member agencies for the formation of a joint powers authority with full power and authority to own, operate and administer a county-wide public transportation system within the boundaries and over the territory over which the Joint Powers Agency has jurisdiction.

Section 3. Name: The official name of the entity shall be San Luis Obispo Regional Transit Authority and hereafter referred to as RTA.

ARTICLE II Organization

Section 1. Board Members: The membership of the RTA Governing Board shall be the same as the membership of the SLOCOG governing board.

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

Voting and quorum provisions shall be the same as those provided in the SLOCOG Joint Powers Agreement, however, any vote regarding South County Transit local fixed route services, or other public transportation services operated solely within the Arroyo Grande-Pismo Beach urbanized area, including the budgeting and funding of such services, shall require at least three affirmative votes from Board members who also sit on the South County Transit Committee, as defined in Section 7.C.iii., below.

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

Section 4. Executive Director: The RTA Board shall designate an Executive Director to operate RTA. The Executive Director shall serve at the pleasure of the RTA

Board, with delegated powers to certify documents of the RTA Board as required by the law and to assume such duties and responsibilities as the Board may direct.

Section 5. Members:

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

Section 6. Boundaries and Service Levels: The service area boundaries shall be all of the area within the boundaries of San Luis Obispo County as designated by the RTA Board. Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the unmet transit needs hearing required by Public Utilities Code Section 99401.5 may be instituted, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of formula developed by the RTA Board members representing the affected jurisdictions.

Section 7. Committees:

- A. Committees and subcommittees may be established as RTA may deem appropriate.
- B. Membership on “ad-Hoc” policy committees shall be at the discretion of the President. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.
- C. Standing committees shall include the:
 - i. Regional Transit Advisory Committee (RTAC) serving as a Regional Transit Productivity Committee to advise the Board on the efficiency and effectiveness of the transit system.

- ii. Executive Committee comprised of the President, Vice President and the past President and at least one representative from the County of San Luis Obispo (if none of the above are from the County of San Luis Obispo) shall advise the Executive Director and RTA on: draft agendas, personnel issues, budget and Overall Work Program; controversial, sensitive and major policy issues; and shall facilitate the annual performance evaluation of the Executive Director. Items for review shall be selected by the Executive Director in consultation with the President. All Committee members may include agenda items as they desire. For purposes of conducting business, two members shall constitute a quorum.
- iii. South County Transit Committee (SCTC) comprised of RTA Board members representing the four jurisdictions included in the Arroyo Grande - Pismo Beach Urbanized Area as defined in the 2010 Decennial Census. The SCTC member jurisdictions include the cities of Arroyo Grande, Grover Beach, Pismo Beach, and the County of San Luis Obispo, representing the Oceano Area and the Avila Beach Area. The SCTC's roles and responsibilities include:
 - a) The SCTC shall determine South County Transit local fixed-route services and any other public transportation services operated solely within the Arroyo Grande – Pismo Beach Urbanized Area by virtue of the voting requirements for all South County Transit matters provided above in Article II, Section 2 of this Agreement
 - b) At a minimum, the SCTC shall meet annually to consider annual service levels, fare levels, major marketing campaigns, and capital improvement plans, and to ratify financial commitments for each jurisdiction participating in South County Transit services. At the request of two or more SCTC members, properly noticed special SCTC meetings may also be conducted.
 - c) For purposes of conducting business, three of the four SCTC members shall constitute a quorum.

- d) The SCTC shall submit an annual South County Transit operating budget and multi-year capital improvement plan to the full RTA Board prior to May 1 each year for consideration as part of the RTA Overall Annual Budget.
- e) Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the annual unmet transit needs h required by California Public Utilities Code Section 99401.5 may be instituted in the SCTC service area, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of a formula developed by the SCTC members representing the affected jurisdictions.
- f) Each SCTC member agency shall make an annual State Transportation Development Act contribution based upon the percentage of total SCTC-served population related to the area served within that member agency. All population percentages utilized shall be those annually adopted by the San Luis Obispo Council of Governments for allocating Transportation Development Act funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for cities and by the County Planning Department for unincorporated communities.
- g) Any member of the SCTC may withdraw from the SCTC after providing written notice to the RTA Board President one (1) year in advance of the requested withdrawal date. A withdrawing member's financial obligation under this subsection is limited to the withdrawing member's pro-rata share of the currently adopted SCTC operating budget within the service area of the obligated commitments affecting the withdrawing member and any SLOCOG finding as to unmet transit needs that are reasonable to meet pursuant to Public Utilities Code Section 99401.5. However, the obligations of a withdrawing member under this subsection are limited to the special transportation funds to which the withdrawing

member would be entitled, such as Transportation Development Act funds, and this section shall not impose any obligation on the general funds of the withdrawing member.

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

ARTICLE III Financial Provisions

Section 1. Budget: The Executive Director shall prepare an Overall Annual Budget for RTA adoption prior to commencement of each fiscal year. The fiscal year shall be July 1 to June 30. The Overall Annual Budget will include financial details on core RTA services, as well as financial details for those various public transportation services provided under agreement to other agencies. Core RTA services include intercity fixed-routes along the US-101 and SR-1 corridors, and regional Americans with Disabilities Act complementary paratransit services. The approval of the Overall Annual Budget shall be in accordance with the following procedures:

- A. The RTA Executive Director will present a report outlining a set of Budget Assumptions budget assumptions to the RTA Executive Committee no later than its February meeting and to the full RTA Board no later than its March meeting.
- B. The RTA Executive Director will present a full draft Overall Annual Budget to the RTA Executive Committee and to the Regional Transit Advisory Committee no later than each committee's April meeting. Each committee will provide feedback to the RTA Executive Director, along with a formal recommendation that the full RTA Board consider the Overall Annual Budget for adoption (as amended).

- C. The RTA Executive Director will present the full final draft Overall Annual Budget to the RTA Board no later than its May meeting; in no case shall the Overall Annual Budget be adopted later than June 30th of each year.

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

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

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

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

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

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

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

Section 2. Expenditures: RTA may establish procedures and policies to insure competitive prices for the purchases of goods and services. Formal bidding shall not be required unless directed specifically by RTA or unless required by state or federal law. Particularly in the purchase of equipment, including buses, RTA may consider the

design, maintenance and operating costs, and other similar factors in determining the most suitable equipment and need not purchase equipment having the lowest initial cost.

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

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

Section 5. Annual Report: The Executive Director shall prepare and submit an annual report of the operations to the RTA Board, SLOCOG and State Controller within 90 days of the end of the fiscal year pursuant to Public Utilities Code, Section 99243.

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

ARTICLE IV Authority

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

- A. To solicit bids and negotiate contracts from private enterprise for services and/or operation.
- B. To sue or be sued.
- C. To employ agents, employees and contract for professional services.

- D. To make and enter contracts, including labor, purchase agreement and employment contracts.
- E. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
- F. To acquire and convey real and personal property.
- G. To incur debts, liabilities and obligations, as well as obligations of financial assistance from State and Federal agencies, and to obligate RTA to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.
- H. To purchase insurance as required by law or deemed necessary by the Board.
- I. To develop policies and procedures necessary to remain in compliance with Federal Transit Administration Section 5307 Urbanized Area Formula Program and other federal grant program funding requirements.

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

ARTICLE V Miscellaneous Provisions

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

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

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

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

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

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

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

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

[Signatures on following pages]

City of Arroyo Grande

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

Arroyo Grande City Attorney

Date: _____

City of Atascadero

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

Atascadero City Attorney

Date: _____

City of Grover Beach

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

Grover Beach City Attorney

Date: _____

City of Morro Bay

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

Morro Bay City Attorney

Date: _____

City of Paso Robles

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

Paso Robles City Attorney

Date: _____

City of Pismo Beach

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

Pismo Beach City Attorney

Date: _____

City of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

San Luis Obispo City Attorney

Date: _____

County of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

By: _____
County Counsel

Date: _____

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

WITNESSETH:

This AMENDED AND RESTATED Agreement is made and entered into this _____ day of _____, 2018 by and among the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach and San Luis Obispo, all being municipal corporations in the County of San Luis Obispo, California (hereinafter called "Cities") and the County of San Luis Obispo, a body politic and corporate, and a subdivision of the State of California, (hereinafter called "County").

WHEREAS, the parties first entered into a Joint Powers Agreement to establish the San Luis Obispo Regional Transit Authority ("RTA") on March 9th, 1990, and subsequently amended the agreement on September 2, 1998, and April 13, 2013, and which is being amended and restated for clarity;

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

WHEREAS, the Cities and County have previously entered into a joint powers agreement for the formation of the San Luis Obispo Council of Governments ("SLOCOG") for the purpose of providing, among other things, for a regional transportation agency and all of its members are members of this Agreement; and

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

WHEREAS, the cities of Arroyo Grande, Grover Beach, Pismo Beach, and the County of San Luis Obispo were formerly members of the South County Area Transit Joint Powers Agency which began operating a public transit system within those jurisdictions in January, 1978, and which ceased to exist and transferred its assets to RTA in return for amendments made to this Agreement effective _____ 2018.

NOW THEREFORE, it is agreed as follows:

ARTICLE I General Provisions

Section 1. Recitals are True and Correct: All of the above recitals are true and correct and incorporated herein by reference.

~~Section 1~~ Section 2. Purpose: The purpose of this Agreement is to exercise the common powers of the member agencies for the formation of a ~~Joint Powers Agreement~~ joint powers authority with full power and authority to own, operate and administer a county-wide public transportation system within the boundaries and over the territory over which the ~~joint powers authority~~ Joint Powers Agency has jurisdiction.

~~Section 2~~ Section 3. Name: The official name of the entity shall be San Luis Obispo Regional Transit Authority and hereafter referred to as RTA.

ARTICLE II Organization

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

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

Voting and quorum provisions shall be the same as those provided in the SLOCOG Joint Powers Agreement, however, any vote regarding South County Transit local fixed route services, or other public transportation services operated solely within the Arroyo Grande-Pismo Beach urbanized area, including the budgeting and funding of such services, shall require at least three affirmative votes from Board members who also sit on the South County Transit Committee, as defined in Section 7.C.iii., below.

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

Section 4. Executive Director: The RTA Board shall designate an Executive Director to operate RTA. The Executive Director shall serve at the pleasure of the RTA

Board, with delegated powers to certify documents of the RTA Board as required by the law and to assume such duties and responsibilities as the Board may direct.

Section 5. Members:

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

Section 6. Boundaries and Service Levels: The service area boundaries shall be all of the area within the boundaries of San Luis Obispo County as designated by the RTA Board. Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the ~~Unmet Transit Needs Hearing (PUC Section 99401.5)~~ unmet transit needs hearing required by Public Utilities Code Section 99401.5 may be instituted, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of formula developed by the RTA Board members representing the affected jurisdictions.

Section 7. Committees:

- A. Committees and subcommittees may be established as RTA may deem appropriate.
- B. Membership on “ad-Hoc” policy committees shall be at the discretion of the President. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.
- C. Standing committees shall include the:
 - i. Regional Transit Advisory Committee (RTAC) serving as a Regional Transit Productivity Committee to advise the Board on the efficiency and effectiveness of the transit system.

- ii. ~~An~~ Executive Committee comprised of the President, Vice President and the past President and at least one representative from the County of San Luis Obispo (if none of the above are from the County of San Luis Obispo) shall advise the Executive Director and RTA on: draft agendas, personnel issues, budget and Overall Work Program; controversial, sensitive and major policy issues; and shall facilitate the annual performance evaluation of the Executive Director. Items for review shall be selected by the Executive Director in consultation with the President. All Committee members may include agenda items as they desire. For purposes of conducting business, two members shall constitute a quorum.

- iii. South County Transit Committee (SCTC) comprised of RTA Board members representing the four jurisdictions included in the Arroyo Grande – Pismo Beach Urbanized Area as defined in the 2010 Decennial Census. The SCTC member jurisdictions include the cities of Arroyo Grande, Grover Beach, Pismo Beach, and the County of San Luis Obispo, representing the Oceano Area and the Avila Beach Area. The SCTC's roles and responsibilities include:
 - a) The SCTC shall determine South County Transit local fixed-route services and any other public transportation services operated solely within the Arroyo Grande – Pismo Beach Urbanized Area by virtue of the voting requirements for all South County Transit matters provided above in Article II, Section 2 of this Agreement

 - b) At a minimum, the SCTC shall meet annually to consider annual service levels, fare levels, major marketing campaigns, and capital improvement plans, and to ratify financial commitments for each jurisdiction participating in South County Transit services. At the request of two or more SCTC members, properly noticed special SCTC meetings may also be conducted.

 - c) For purposes of conducting business, three of the four SCTC members shall constitute a quorum.

 - d) The SCTC shall submit an annual South County Transit operating budget and multi-year capital improvement plan to the full RTA Board prior to May 1 each year for consideration as part of the RTA Overall Annual Budget.

- e) Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the annual unmet transit needs required by California Public Utilities Code Section 99401.5 may be instituted in the SCTC service area, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of a formula developed by the SCTC members representing the affected jurisdictions.
- f) Each SCTC member agency shall make an annual State Transportation Development Act contribution based upon the percentage of total SCTC-served population related to the area served within that member agency. All population percentages utilized shall be those annually adopted by the San Luis Obispo Council of Governments for allocating Transportation Development Act funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for cities and by the County Planning Department for unincorporated communities.
- g) Any member of the SCTC may withdraw from the SCTC after providing written notice to the RTA Board President one (1) year in advance of the requested withdrawal date. A withdrawing member's financial obligation under this subsection is limited to the withdrawing member's pro-rata share of the currently adopted SCTC operating budget within the service area of the obligated commitments affecting the withdrawing member and any SLOCOG finding as to unmet transit needs that are reasonable to meet pursuant to Public Utilities Code Section 99401.5. However, the obligations of a withdrawing member under this subsection are limited to the special transportation funds to which the withdrawing member would be entitled, such as Transportation Development Act funds, and this section shall not impose any obligation on the general funds of the withdrawing member.

D. No committee shall commit RTA on any matter or questions of policy. Such matters or questions can only be decided by RTA.

- E. All committees shall receive clerical assistance from RTA staff and, by agreement, SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the Executive Director may direct. The chair of each committee shall sign the original copy of the minutes indicating verification of contents upon committee adoption. Copies of minutes of all meetings shall be sent to members of RTA and the Executive Director.

ARTICLE III Financial Provisions

Section 1. Budget: The Executive Director shall prepare an ~~annual budget~~ Overall Annual Budget for RTA adoption prior to commencement of each fiscal year. The fiscal year shall be July 1 to June 30. The Overall Annual Budget will include financial details on core RTA services, as well as financial details for those various public transportation services provided under agreement to other agencies. Core RTA services include intercity fixed-routes along the US-101 and SR-1 corridors, and regional Americans with Disabilities Act complementary paratransit services. The approval of the Overall Annual Budget shall be in accordance with ~~those procedures~~ prescribed by the Joint Powers Agreement of SLOCOG the following procedures:

- A. The RTA Executive Director will present a report outlining a set of Budget Assumptions budget assumptions to the RTA Executive Committee no later than its February meeting and to the full RTA Board no later than its March meeting.
- B. The RTA Executive Director will present a full draft Overall Annual Budget to the RTA Executive Committee and to the Regional Transit Advisory Committee no later than each committee's April meeting. Each committee will provide feedback to the RTA Executive Director, along with a formal recommendation that the full RTA Board consider the Overall Annual Budget for adoption (as amended).
- C. The RTA Executive Director will present the full final draft Overall Annual Budget to the RTA Board no later than its May meeting; in no case shall the Overall Annual Budget be adopted later than June 30th of each year.

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

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

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

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

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

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

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

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

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

Section 4. Annual Audit: RTA shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505 and Public Utilities Code

Section 99245. This audit shall include RTA core services, as well as those service provided under agreement for other agencies.

Section 5. Annual Report: The Executive Director shall prepare and submit an annual report of the operations to the RTA Board, SLOCOG and State Controller within 90 days of the end of the fiscal year pursuant to Public Utilities Code, Section 99243.

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

ARTICLE IV Authority

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

- A. To solicit bids and negotiate contracts from private enterprise for services and/or operation.
- B. To sue or be sued.
- C. To employ agents, employees and contract for professional services.
- D. To make and enter contracts, including labor, purchase agreement and employment contracts.
- E. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
- F. To acquire and convey real and personal property.
- G. To incur debts, liabilities and obligations, as well as obligations of financial assistance from State and Federal agencies, and to obligate RTA to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.
- H. To purchase insurance as required by law or deemed necessary by the Board.

- I. To develop policies and procedures necessary to remain in compliance with Federal Transit Administration Section 5307 Urbanized Area Formula Program and other federal grant program funding requirements.

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

ARTICLE V Miscellaneous Provisions

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

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

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

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

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

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

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

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

[Signatures on following pages]



State of California
Secretary of State

FILE NO.

2067

AMENDMENT OF A JOINT POWERS AGREEMENT
(Government Code section 6503.5)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001.
2. Include filing fee of \$1.00.
3. Do not include attachments.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office. For address information, contact the State Controller's office at www.sco.ca.gov.

Date of filing initial notice with the Secretary of State: May 17, 1979

File number of initial notice: 459

Name of the agency or entity created under the agreement and responsible for the administration of the agreement:
San Luis Obispo Regional Transit Authority

Agency's or Entity's Mailing Address: 179 Cross Street, San Luis Obispo, CA 93401

Title of the agreement: San Luis Obispo Regional Transit Authority Joint Powers Agreement

Complete one or more boxes below. The agreement has been amended to:

- ☐ Change the parties to the agreement as follows: _____
- ☐ Change the name of the administering agency or entity as follows: _____
- ☐ Change the purpose of the agreement or the powers to be exercised as follows: _____
- ☐ Change the short title of the agreement as follows: _____
- ☒ Make other changes to the agreement as follows: Modifications to titles and other provisions including the power to incur debt.

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME Geoff Straw, Executive Dir.]
ADDRESS SLORTA
179 Cross Street
CITY/STATE/ZIP SL0, CA 93401

Date

6.17.2013

Signature

Timothy McNulty, Counsel

Typed Name and Title

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
JOINT POWERS AGREEMENT

WITNESSETH:

This Agreement is made and entered into this 9th day of March, 1990, and amended on 2nd day of September, 1998, and further amended on April 16, 2013, 2013, by and among the incorporated cities of Arroyo Grande, Atascadero, EL Paso de Robles, Grover Beach, Morro Bay, Pismo Beach and San Luis Obispo, all being municipal corporations in the County of San Luis Obispo, California (hereinafter called "Cities") and the County of San Luis Obispo, a body politic and corporate, and a subdivision of the State of California, (hereinafter called "County").

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

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

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

NOW THEREFORE, it is agreed as follows:

ARTICLE I
General Provisions

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

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

ARTICLE II
Organization

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

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

Voting and quorum provisions shall be the same as those provided in the SLOCOG Joint Powers Agreement.

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

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

Section 5. Members:

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

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

Section 7. Committees:

1. Committees and subcommittees may be established as RTA may deem appropriate.
2. Membership on "ad-Hoc" policy committees shall be at the discretion of the President. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The

President may appoint any individual deemed qualified to serve on a committee.

3. Standing committees shall include the:
 - a. Regional Transit Advisory Committee (RTAC) serving as a Regional Transit Productivity Committee to advise the Board on the efficiency and effectiveness of the transit system.
 - b. An Executive Committee comprised of the President, Vice President and the past President and at least one representatives from the county of San Luis Obispo (if none of the above) shall advise the Executive Director and RTA on: draft agendas, personnel issues, budget and Overall Work Program; controversial, sensitive and major policy issues; and shall facilitate the annual performance evaluation of the Executive Director. Items for review shall be selected by the Executive Director in consultation with the President. All Committee members may include agenda items as they desire. For purposes of conducting business, two members shall constitute a quorum.
4. No committee shall commit RTA on any matter or questions of policy. Such matters or questions can only be decided by RTA.
5. All committees shall receive clerical assistance from RTA staff and, by agreement, SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the Executive Director may direct. The chair of each committee shall sign the original copy of the minutes indicating verification of contents upon committee adoption. Copies of minutes of all meetings shall be sent to members of RTA and the Executive Director.

ARTICLE III Financial Provisions

Section 1. Budget: The Executive Director shall prepare an annual budget for RTA adoption prior to commencement of each fiscal year. The approval of the Annual Budget shall be in accordance with those procedures prescribed by the Joint Powers Agreement of SLOCOG.

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

A Consolidated Fund balance and cash balance will carry forward from one year to the next.

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

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

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

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

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

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

Section 4. Annual Audit: RTA shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505 and Public Utilities Code Section 99245.

Section 5. Annual Report: The Executive Director shall prepare and submit an annual report of the operations to the RTA Board, SLOCOG and State Controller within 90 days of the end of the fiscal year pursuant to Public Utilities Code, Section 99243.

Section 6. Periodic Reporting: The RTA Board may require periodic reporting of ridership, finances, or other information. It shall be the responsibility of the Executive Director to provide such reports in a form acceptable to the RTA Board.

ARTICLE IV Authority

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

1. To solicit bids and negotiate contracts from private enterprise for services and/or operation.
2. To sue or be sued.
3. To employ agents, employees and contract for professional services.
4. To make and enter contracts, including labor, purchase agreement and employment contracts.
5. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
6. To acquire and convey real and personal property.
7. To incur debts, liabilities and obligations, as well as obligations of financial assistance from State and Federal agencies, and to obligate RTA to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.

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

ARTICLE V Miscellaneous Provisions

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

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

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

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

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

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

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

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

City of Arroyo Grande

By: _____

MAYOR

Clerk

Date: FEBRUARY 12, 2013

Resolution No. 4509

City of Atascadero

By: _____

Clerk

Date: _____

Resolution No. _____

City of Grover Beach

By: _____

Clerk

Date: _____

Resolution No. _____

City of Arroyo Grande

By: _____

Clerk

Date: _____

Resolution No. _____

City of Atascadero

By: _____



Clerk

Date: January 8, 2013

Resolution No. 2013-001

City of Grover Beach

By: _____

Clerk

Date: _____

Resolution No. _____

City of Morro Bay

By: _____

Clerk

Date: _____

Resolution No. _____

City of Paso Robles

By: _____

Clerk

Date: _____

Resolution No. _____

City of Pismo Beach

By: _____

Clerk

Date: _____

Resolution No. _____

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

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

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City of Arroyo Grande

By: _____

Date: _____

Clerk

Resolution No. _____

City of Atascadero

By: _____

Date: _____

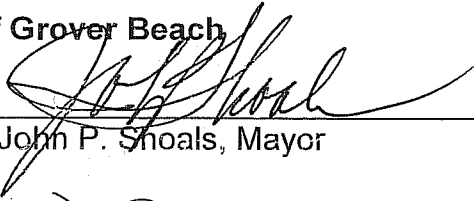
Clerk

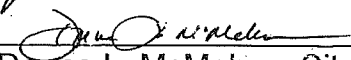
Resolution No. _____

City of Grover Beach

By: _____

Date: 11/19/2012


John P. Shoals, Mayor


Donna L. McMahon, City Clerk

Resolution No. 12-77

City of Morro Bay

By: *James L. Brown*
James L. Brown
Clerk

Date: January 8, 2013

Resolution No. 06-13

City of Paso Robles

By: _____

Clerk

Date: _____

Resolution No. _____

City of Pismo Beach

By: _____

Clerk

Date: _____

Resolution No. _____

City of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

County of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:
TIM MCNULTY
County Counsel

By: _____
Deputy County Counsel

Date: _____

By: _____

Clerk

Date: _____

Resolution No. _____

City of Morro Bay

By: _____

Clerk

Date: _____

Resolution No. _____

City of Paso Robles

By: _____


Clerk

Date: 16 April 2013

Resolution No. 13-055

City of Pismo Beach

By: _____

Clerk

Date: _____

Resolution No. _____

City of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

County of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

TIM MCNULTY

County Counsel

By: _____

Deputy County Counsel

City of Morro Bay

By: _____

Clerk

Date: _____

Resolution No. _____

City of Paso Robles

By: _____

Clerk

Date: _____

Resolution No. _____

City of Pismo Beach

By: Shelly Wiggins

EO
Clerk

Date: December 18, 2012

Resolution No. R-2012-098

City of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

County of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:
TIM MCNULTY
County Counsel

By: _____
Deputy County Counsel

Date: _____

City of Pismo Beach

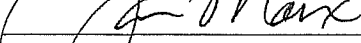
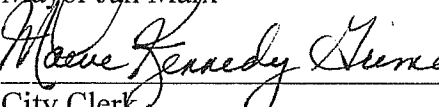
By: _____

Clerk

Date: _____

Resolution No. _____

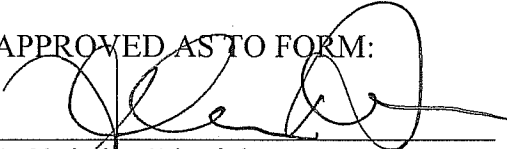
City of San Luis Obispo

By:  _____
Mayor Jan Marx
 _____
City Clerk

Date: 12/17/12

Resolution No. 10413 (2012 Series)

APPROVED AS TO FORM:

 _____
J. Christine Dietrick
City Attorney

County of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

Approved as to form and legal effect:

TIM MCNULTY
County Counsel

By: _____
Deputy County Counsel

City of Morro Bay

By: _____

Clerk

Date: _____

Resolution No. _____

City of Paso Robles

By: _____

Clerk

Date: _____

Resolution No. _____

City of Pismo Beach

By: _____

Clerk

Date: _____

Resolution No. _____

City of San Luis Obispo

By: _____

Clerk

Date: _____

Resolution No. _____

County of San Luis Obispo

By: Paul A. Leipzig
Chairperson of the Board of Supervisors

Julie L. Rodewald

Clerk -Recorder and Ex-Officio Clerk of the Board of Supervisors

By: Sandy Currens, Deputy Clerk

Date: 1/11/2013

Resolution No. 2013-0045

Approved as to form and legal effect:

RITA L. NEAL

County Counsel

By: [Signature]
Chief Deputy County Counsel

Date: 12/24/12

JOINT POWERS AGREEMENT
SOUTH COUNTY AREA TRANSIT

This agreement, by and between the cities of Arroyo Grande, Grover City, Pismo Beach, and the County of San Luis Obispo, representing the Oceano Area and the Avila Beach Area, is hereby entered into pursuant to Section 6500 et seq. of the Government Code of the State of California.

ARTICLE I
GENERAL PROVISIONS

SECTION 1: PURPOSES.

The purpose of this Agreement is to exercise the common powers of the member agencies by the formation of Joint Powers Agency with full power and authority to own, operate, plan for, and administer a public transportation system within the territory over which the Joint Powers Agency has jurisdiction (see map attached hereto as Exhibit A). This territory is consistent with the Arroyo Grande – Grover Beach Urbanized Area, which was designated as a result of the 2010 Decennial Census.

SECTION 2: NAME.

The official name of the Joint Powers Agency shall be South County Area Transit, and hereinafter referred to as “South County Transit” or alternately as “Agency.”

SECTION 3: POWERS.

The Agency shall have all the powers necessary to carry out the purposes of this Agreement, except the power to tax. The power to expend funds shall be limited only by the availability of funds as set forth in Section 1 of Article III, Financial Provisions of this Agreement. The powers of the Agency specifically include, but are not limited to, the following:

a. To operate a public transit system to serve all three incorporated cities in South San Luis Obispo County and the Oceano and Avila Beach areas of San Luis Obispo County, as is shown on the map attached hereto as Exhibit A.

b. To sue and be sued.

- c. To employ agents, employees and to contract for professional or other services.
- d. To make and enter into contracts including labor, purchase agreement and employment contracts.
- e. To acquire, convey, construct, manage, maintain and operate buildings and improvements.
- f. To acquire and convey real and personal property.
- g. To incur debts, liabilities and obligations from private, state and federal agencies.
- h. To apply for and execute contracts of financial assistance from state and federal agencies and to obligate the Agency to operate the improvements, equipment, or transportation system in accordance with the terms and conditions of said financial assistance.
- i. To purchase necessary insurance.
- j. To develop policies and procedures necessary to remain in compliance with Federal Transit Administration Section 5307 Urbanized Area Formula Program and other federal grant program funding requirements.

SECTION 4: AGENCY IS A PUBLIC LEGAL ENTITY.

The Joint Powers Agency, South County Transit, is a public entity duly formed and existing under the laws of the State of California. It is a separate and distinct legal entity from its member agencies. The debts, duties and obligations created pursuant to this Agreement, or those created pursuant to the previous Agreement, shall be solely the obligation of South County Transit and not those of its member agencies or of officers, employees, members of the Board of Directors or members of the member agencies.

ARTICLE II ORGANIZATION

SECTION 1: BOARD OF DIRECTORS.

The powers of the Agency are vested in its Board of Directors. The Board of Directors shall be composed of one representative from each member agency. Each member of the Board of Directors shall have one vote. Each member agency shall appoint one regular member and one alternate member to the Board of Directors, and shall notify the Agency in writing of their

appointments or of any change of representative. The representative shall serve solely at the pleasure of the appointing member agency. Representatives shall be either elected officials or officers or employees of the member agency.

SECTION 2: MEETINGS – VOTING QUORUM.

The Board shall establish a time, place and date for a regular quarterly meeting. Regular meetings may be adjourned from time to time. Special meetings may be called by the Chairman or upon written request by any two members of the Board. Members shall be given at least 48 hours written notice of special meetings, provided however, the representative of any member may waive said notice.

A majority of the members shall constitute a quorum for the transaction of business.

Unless specifically limited by this Agreement, the vote of the majority of the members present at any regular, adjourned or special meeting shall be sufficient to act upon any matter.

SECTION 3: OFFICERS.

The Board shall elect a Chairman and Vice-Chairman, and the Vice-Chairman shall act in the absence of the Chairman. The Board shall also elect such other officers as deemed necessary.

All officers shall serve for a term of one year from the date of their election or until their successors are elected. The Chairman or Vice-Chairman is authorized to execute all documents in the name of the Agency.

SECTION 4: ADMINISTRATION.

The Board may in its discretion, appoint an Administrator of the transit system, to serve at the pleasure of the Board, and to have the power to certify Agency documents as required by law and to assume such duties and responsibilities as the Board may direct.

SECTION 5: NEW MEMBERS.

The Board may accept new members to the Agency on such terms and conditions as the Board may prescribe.

SECTION 6: CHANGE OF BOUNDARIES.

The boundaries of this Agency are subject to change, as set forth hereinafter. If any portion of the unincorporated area of the County is annexed to a member city, that annexed portion shall automatically be included within the boundaries of this Agency, and the said member city shall assume any obligations of the County as to that area. If a new city should be formed in any portion of the unincorporated area of the County presently included within the territory of this Agency, and if such a new city should become a party to this Agreement, then the affected area shall be the responsibility of the new city and the County shall not be responsible for any obligations on account of the area so included within the new city as of the effective date of the incorporation of the new city. The boundaries of this Agency shall be adjusted to reflect annexations or new incorporations as set forth hereinabove.

SECTION 7: SERVICE LEVELS.

Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the annual Unmet Transit Needs Hearing (PUC Section 99401.5) may be instituted, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of formula developed by the Board members representing the affected jurisdictions.

SECTION 8: COMMITTEES.

a. Committees and subcommittees may be established as the Board may deem appropriate. Committees and subcommittees must abide by open meetings requirements of the Brown Act (Government Code Section 54950).

b. Membership on “ad-Hoc” policy committees shall be at the discretion of the Board Chairman. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The Chairman may appoint any individual deemed qualified to serve on a committee.

c. An Executive Committee comprised of the City Managers from the three cities and a County of San Luis Obispo-designated employee shall advise the Administrator and the Board on draft agendas, personnel issues, budget, and controversial, sensitive and major policy issues. Items for review shall be selected by the Administrator in consultation with the Chairman. All

Committee members may include agenda items as they desire. For purposes of conducting business, three members shall constitute a quorum.

d. No committee shall commit the Agency on any matter or questions of policy. Such matters or questions can only be decided by the Board.

e. All committees shall receive clerical assistance from Agency staff for the purpose of maintaining minutes of meetings, complying with Brown Act open meeting requirements, and other such duties as the Administrator may direct. The chair of each committee shall sign the original copy of the minutes indicating verification of contents upon committee adoption. Copies of minutes of all meetings shall be sent to Board members.

ARTICLE III FINANCIAL PROVISIONS

SECTION 1: BUDGET – LIMITATION OF FINANCIAL COMMITMENT.

The Board shall establish the fiscal year for the Agency and shall, prior to the commencement of each fiscal year, adopt an annual budget prepared by the Administrator.

A Consolidated Fund balance and cash balance will carry forward from one year to the next. The budget may additionally carry funds for future fiscal years where necessary to develop a multi-year Capital Improvement Program and to reflect obligations under state or federal funding agreements, to the extent allowable by California law.

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

No member Agency shall be required to expend any of its general fund monies to support the operations of the Agency, unless said expenditure is first approved by the legislative body of the member agency. The operation of the transit system shall be locally funded from Transportation Development Act monies or from grant monies, and from revenues derived from operations. Each member agency shall make an annual contribution to the Agency based upon the percentage of population related to the area served within that member agency. All population percentages utilized shall be those annually adopted by the San Luis Obispo Council of Governments for allocating Transportation Development Act Funds based annually on estimates

prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for cities and by the County Planning Department for unincorporated communities.

SECTION 2: EXPENDITURES.

The Board will establish procedures and policies to insure competitive prices for the purchases of goods and services that meet federal and state procurement requirements.

SECTION 3: TREASURER AND AUDITOR.

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

SECTION 4: ANNUAL AUDIT.

The Board of Directors shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505 and Public Utilities Code Section 99245.

SECTION 5: OFFICIAL BONDS.

The Administrator and such other employees or agents as the Board may direct shall file an official bond in an amount to be determined by the Board. The cost of said bond(s) shall be borne by the Agency.

SECTION 6: ANNUAL REPORT.

The Administrator shall prepare and submit an annual report of the operations to the the San Luis Obispo Council of Governments and the Office of the State Controller within 90 days of the end of the fiscal year pursuant to Public Utilities Code, Section 99243.

SECTION 7: PERIODIC REPORTING.

The Board may require periodic reporting of ridership, finances, or other information. It shall be the responsibility of the Administrator to provide such reports in a form acceptable to the Board.

ARTICLE IV MISCELLANEOUS PROVISIONS

SECTION 1: WITHDRAWAL OF MEMBERS.

Any member of this Agency may withdraw at any time after written notice to the Agency Board.

A withdrawing member's financial obligation under this Section is limited to the withdrawing member's pro-rata share of the currently adopted operating budget based upon ARTICLE III, SECTION 1 within the service area of the obligated commitments affecting the withdrawing member and any San Luis Obispo Council of Governments finding as to Unmet Transit Needs that are Reasonable to Meet pursuant to Public Utilities Code Section 99401.5. However, the obligations of a withdrawing member under this section is limited to the special transportation funds to which the withdrawing member would be entitled, such as Transportation Development Act funds, and this section shall not impose any obligation on the general funds of the withdrawing member.

SECTION 2: AMENDMENT OF AGREEMENT.

This Agreement may be amended at any time with the unanimous approval of the legislative bodies of the member agencies. No amendment to this Agreement shall be effective without such unanimous approval.

SECTION 3: RATIFICATION – EFFECTIVE DATE.

This Agreement shall become effective upon ratification by all member agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a member agency.

SECTION 4: ASSIGNABILITY.

In the event it is deemed in the best public interest to have the public transportation system operated by another individual or entity, whether public or private, and provided that the assignment complies with state and federal law, the Agency on affirmative vote of all of its members, may sell, lease or assign all of its real and personal property and may cease operations upon such terms and conditions as the Board determines to be reasonable.

SECTION 5: TERMINATION.

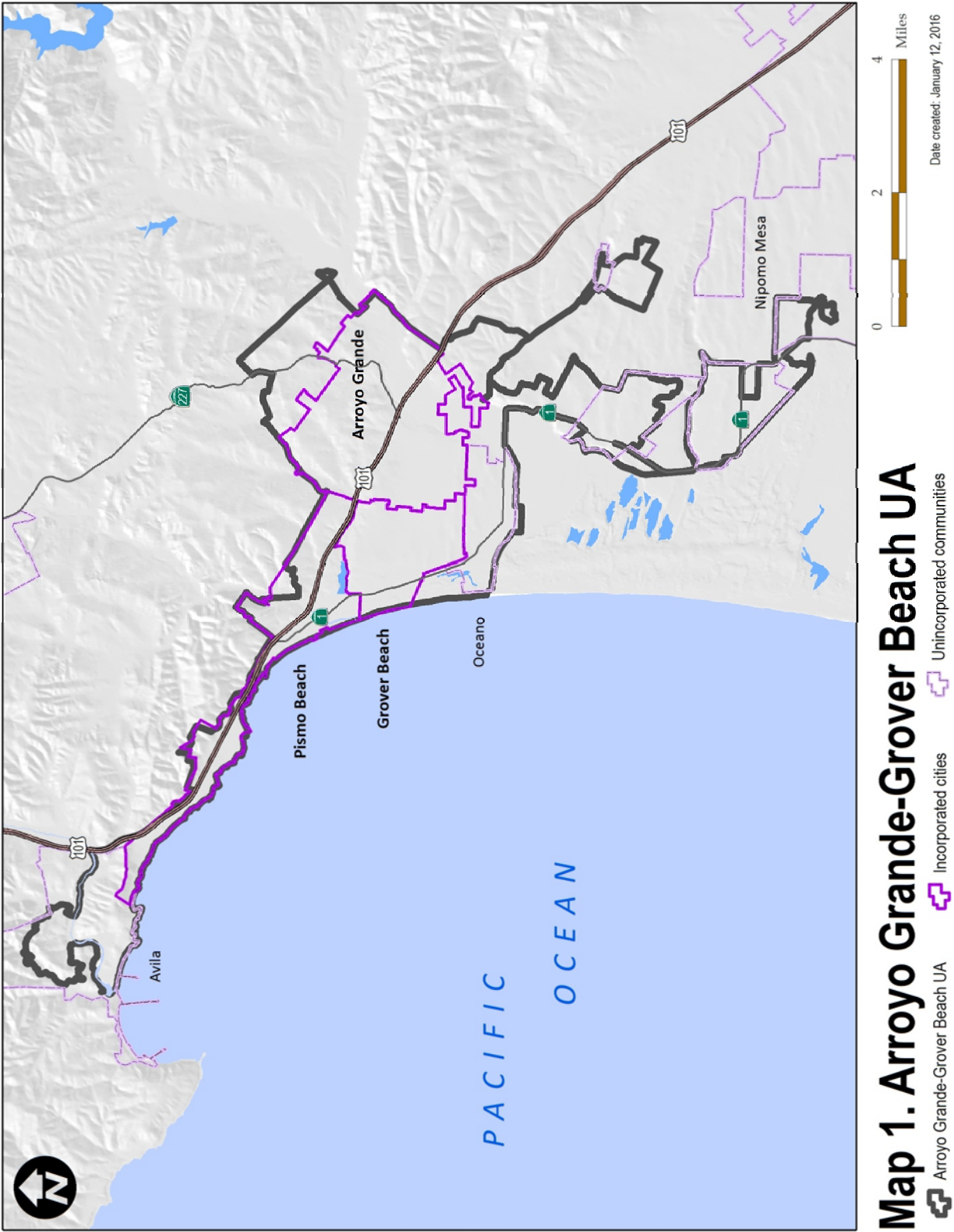
This Agreement shall continue in full force and effect until cancelled by a majority of the member agencies.

SECTION 6: NOTIFICATION TO SECRETARY OF STATE.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as to be effective on the ____ day of _____, 2016, which is the last date of signing by a member.

Exhibit A – SCT Planning Area Map



DRAFT
SOUTH COUNTY TRANSIT
MINUTES OF JANUARY 17, 2018 BOARD MEETING
City Council Chamber, Arroyo Grande
C-1

Directors Present:	Lynn Compton	County Supervisor, District 4
	Sheila Blake	City Council Member, Pismo Beach
	Barbara Nicolls, Vice Chair	City Council Member, Grover Beach
	Tim Brown, Chairperson	Mayor Pro Tem, Arroyo Grande

Directors Absent: None

Staff Present:	Geoff Straw	SCT Administrator
	Tania Arnold	RTA Deputy Director and CFO
	Phil Moores	RTA Manager, Operations
	Nina Negranti	County Counsel
	Mark Diamond	SCT Operations Supervisor
	Shelby Walker	RTA Administrative Assistant
	Mary Gardner	RTA Marketing Manager

CALL TO ORDER AND ROLL CALL: Chairperson Lynn Compton called the meeting to order at 1:32 p.m. Roll call was taken; a quorum was present.

PUBLIC COMMENT: None

BOARD ADMINISTRATIVE ITEMS:

ELECTION OF OFFICERS:

Director Compton made a motion to nominate **Director Tim Brown** as Chairperson. **Director Sheila Blake** seconded and the motion carried on a voice vote.

Director Blake made a motion to nominate **Director Nicolls** for Vice Chairperson. **Chairperson Brown** seconded and the motion carried on a voice vote.

CLOSED SESSION ITEM – CONFERENCE WITH LEGAL COUNSEL (Govt. Code section 54957.6): It is the intention of the Board to meet in closed session concerning the following items:
Conference with Labor Negotiator Geoff Straw concerning the following labor organization: Teamsters Local 986

Went into closed session at 1:34 p.m. and came back to open session at 1:45 p.m.

County Counsel, **Ms. Nina Negranti**, stated there was no reportable action taken.

A. INFORMATION AGENDA:

A-1 Administrator's Report (Receive): Mr. Geoff Straw stated that SoCo Transit representatives began formal negotiations with Teamsters Local 986 representatives on October 11th to replace the current SoCo Transit Collective Bargaining Agreement. However, the Bus Operators and Utility staff voted down the package on January 7, 2018. The union will revote on the existing package on January 18th. Staff is currently recruiting for our next Bus Operator training class, which will begin on January 22nd and will be completed in the first week of March. We currently have two part-time openings at SoCo Transit. RTA and SCT will conduct a combined Employee of the Quarter and Launch Party on January 21st, and all Board members are welcome to join us.

The new RTA and Runabout fares went into effect on December 31st, specifically those fare media changes that impact SoCo Transit riders who are using the Regional Passes. We encountered one programming issue for the on-bus electronic fareboxes, but the correction was quickly implemented/resolved. Also included was the RTA/SCT 7-Day pass that can be used on the RTA and SoCo Transit fixed routes. It increased from \$14 to \$16. Of note, the rate in which SoCo Transit is reimbursed for the use of Regional Passes will increase with these fare increases, which will slightly improve SoCo Transit's farebox recovery ratio.

Staff is working with SLOCOG officials to submit Federal funding plans for incorporation into the region's Transportation Improvement Program. If the repeal of SB1 funding gains momentum and it is ultimately repealed, SoCo Transit, RTA and other transit programs in the county will need to rely upon greater proportions of TDA funds as well as possible financing of critical bus replacement and facility construction needs.

Detailed financial and operating results through November 30th are provided in the agenda packet. Some summary takeaways are non-capital expenses, we are slightly below budget at 35% through 41.7% of the fiscal year. Also, note that fixed-route ridership is holding steady in comparison to last year.

Although staff was unsuccessful in the grant application to Caltrans to update the 2011 Short Range Transit Plan, staff anticipates moving this project forward using FTA 5307 funding as well STA funds. It will be included in the draft FY18-19 budget presentation in April. The proposed scope of work will also include an update of the County-funded Nipomo Dial-A-Ride SRTP.

The transition of the Five Cities Senior Shuttle from Ride-On Transportation to Ventura Transit System went smoothly. It should be noted that staff discovered that the previous contractor changed the jurisdictions based on zip code boundaries, which resulted in the City of Arroyo Grande paying for regional trips to/from the Nipomo Mesa area, and disabled riders were allowed to ride on the FCSS. Staff directed VTS to book Senior Shuttle rides based on city limits. Additionally, we have instructed VTS to continue to permit disabled riders to book trips on FCSS as long as the senior/disabled trips can be

provided within the maximum annual obligation. A possible future recommendation to expand the service days from Tuesday-Thursday to Monday-Friday may happen.

Mr. Straw concluded his report.

Chairperson Brown opened Board and public comment.

Chairperson Brown asked if SB1 will help fund the purchase of buses. **Mr. Straw** stated that yes, it will help with those purchases.

Director Blake asked what is the repeal process is for SB1. **Mr. Straw** stated it will go on the ballot in November. If it gets repealed, we will have to ask for more TDA funds to replace the funds.

Chairperson Brown closed Board and public comment.

A-2 Presentation of Customer Perception Survey Results (Receive): **Mr. Straw** stated that SoCo Transit and RTA have wrapped up the second internally-managed comprehensive Customer Perception Survey, which was conducted in the month of October 2017. This effort included a fixed-route Rider Survey for SoCo Transit, RTA and Paso Express customers, as well as for Runabout passengers. It also included an employee survey, which includes responses from both the SoCo Transit and RTA workforces, since some employees work at both agencies. Staff compared the results to the 2013 surveys and used the findings from this survey effort to assist us in updating the SoCo Transit 2015-17 Strategic Business Plan.

A number of conclusions can be drawn from the results. Consistency between the 2013 and 2017 rider results were that roughly three-fourths of riders use SoCo Transit fixed-route services for round-trips and almost two-thirds of respondents have been riding for greater than one year. There were a number of the major differences between the 2013 and 2017 rider results. The proportion of our youngest customers has increased the fastest from 4.0% in 2013 to 27.4% in 2017. On a note with that, young students who ride to/from school daily rated our services the lowest in comparison to the scores by all the other age cohorts. The proportion of riders who use our buses daily increased dramatically to 45.5% in 2017 from 20% in 2013. The trip purpose for riders have changes, students increased, while employed and homemaker decreased. This suggests an opportunity to market our commuter hour services to the untapped employment centers, and mid-day shopping trips to homemakers.

Because all SCT and RTA fixed-route buses were outfitted with GPS-based automatic vehicle location systems in 2016, we added three new technology-related questions in the 2017 survey. The one of the new questions focused on the Transit Tracker system, and two-thirds have not used it. Of those who have used it, almost two-thirds deem it “very useful.”

The final question on the rider survey asked for comments on how to improve services. Common themes include requests for more frequent service, later evening service, expanded service on

weekends, and better on-time performance. Riders also provided mostly flattering comments about our Bus Operators, as well as not-so-flattering comments about our employees or services.

As for the Employee Survey Results, there were a number of important takeaways. The fact that the rankings order of the Most Important Attributes are the exact same between our riders and our employees' understanding of the needs of our riders attests to the close relationship we have fostered with our riders. A total of 31% of employees use SoCo Transit and/or RTA services as a passenger. It should be noted that the Union contracts for both agencies include the ability for family members to also use RTA and SoCo Transit fixed-route services, so some of the responses could take into account the experience of employees' family members. We are pleased that courtesy and safety continues to rank as the highest focal areas of the employees. However, appearance issues rank the lowest and is in stark contrast to riders' overall perceptions. When asked how to improve recruitment/retention, the most common theme was higher wages and better benefits .

Senior staff members will cull through all the rider and employee comments to address any issues that require additional attention and/or that can provide us with new ideas to explore. Staff will also cross-tabulate more of the data to best determine how particular issues can be best addressed for operations, marketing, maintenance or other purposes.

Mr. Straw concluded his report.

Chairperson Brown opened Board and public comment.

Director Blake asked if there were questions regarding difficult riders in the survey. **Mr. Straw** stated that it wasn't a separate question but got lumped into the service quality section.

Chairperson Brown asked if there was follow-up into the comments made by riders regarding bus operators. **Mr. Straw** stated that yes; staff looks into the comments made in the survey.

Chairperson Brown closed Board and public comment.

A-3 SoCo Transit Strategic Business Plan Revision (Receive): Mr. Straw stated the Board adopted the inaugural SCT 2015-2017 Strategic Business Plan (SBP) in October 2014. The SBP is amended every three years. There are the top five issues in the revised SBP. First, the TDA penalties for failing to achieve the mandated 20% farebox recovery ratio is the primary challenge facing SoCo Transit. The uncertainty in discretionary State and Federal capital funds may result in higher future operating costs to finance critical bus replacement projects. The declining ridership both locally and nationally has eroded farebox recovery ratios. The revised performance standards will allow decision-makers to better align anticipated resources with the sub-region's public transportation needs. Lastly, the consolidation into the RTA would help address these challenges.

The redline version of the SBP begins on page A-3-12. Some significant changes to 2015-17 SBP include, business direction in regards to consolidation and updating the SRTTP, recognizing and exploring emerging technologies, being innovative to serve customers, the new overcrowding standard, the revised risk management costs language, and addressing differing vehicle replacement standards.

The attached draft SoCo Transit 2018-20 SBP is being presented for comment, with the hope that it can be considered for adoption at the April 2018 Board meeting. I encourage each Board member to share the draft with your respective staff and provide comments to me so that we can assure SoCo Transit is in alignment with adopted goals throughout the South County area.

Mr. Straw concluded his report.

Chairperson Brown opened Board and public comment.

Director Blake asked why the routing of bus routes was not mentioned as part of the plan. **Mr. Straw** the routing is part of the standard for quality and efficiency but it is not listed as one of the top five issues.

Chairperson Brown closed Board and public comment.

B. ACTION AGENDA:

B-1 Fiscal Year 2018-19 Budget Assumptions (Approve): **Ms. Tania Arnold** stated that each year in connection with the annual budget process, staff reviews SoCo Transit operations to determine what, if any, operational changes will be recommended for implementation in the following fiscal year. Based on those recommended changes, staff develops the operational data, revenue and cost projections for presentation in the proposed Operating Budget. For Fiscal Year 2018-19, staff is recommending maintaining service levels and the current fare structure implemented in July 2016.

There are a number of key issues that the budget addresses. Firstly, SoCo Transit faces a Transportation Development Act (TDA) financial penalty in FY18-19, estimated to be on the order of \$70,000. Staff is working with SLOCOG officials to determine a more concrete figure that the jurisdictions should consider holding back in General Fund or other non-TDA sources. STA funds used for capital projects are projected to be up slightly. LTF used for operating purposes is projected to be flat. Liability costs continue to escalate, despite SoCo Transit's good safety record. Fleet replacement and related funding requirements including SB1 funds. Lastly, fuel costs continue to remain low; this also results in declining ridership & fares.

Note that the first issue is the greatest one facing the agency in the immediate future, and is something that has been on the forefront of decision-makers' minds ever since the State-mandated higher 20% farebox recovery ratio was triggered by the 2010 US Census. There are three options exist to address this issue. Option 1 is to do nothing. General Fund or other non-TDA or non-Federal funds would have to

make up the shortfall. Option 2 is reduce service levels. Eliminating portions of the service would likely have far-reaching impacts that could result in an even lower farebox recover ratio. Option 3 is to consolidate into the RTA. This would eliminate any financial penalty levied against the SoCo Transit jurisdictions, and is the preferred alternative by the three City Managers.

She then continued by reading the SoCo Transit mission statement and start discussing the objectives and revenue impacts. Staff will be maintaining service levels and hours of service that meet the standards of productivity and demands of our customers and communities through the effective and efficient delivery of SoCo Transit Fixed Route core services, as well as contracted Senior Shuttle and Trolley services. SoCo Transit received just over \$78,500 in STA capital project funding in FY17-18. We will continue to monitor the results and impacts of the July 2016 fare increase. In addition, slightly higher fare revenues are expected because of the RTA's December 31, 2017 increase to Regional fare media that is shared with SoCo Transit. FTA Section 5307 Urbanized Area Formula Program grant funding will be budgeted at 45% of allowable operating expenditures less farebox revenue. To partially fund the new Route 27 and Route 28 services, SoCo Transit will apply in January 2018 for LCTOP grant to fund the service in FY18-19.

As noted previously, a financial penalty will likely be assessed by SLOCOG for failing to achieve the mandated 20% farebox recovery ratio in FY18-19. After this amount is determined and local non-TDA sources are identified at each jurisdiction's level, the now-reduced LTF will be budgeted to balance the SoCo Transit budget based on maintaining service levels for SoCo Transit Routes 21, 24, 27 and 28 operations. The FY18-19 will likely be in line with FY17-18 LTF amount, which is greater than in recent fiscal years, but SoCo Transit has used annual savings that had been carried forward as fund balance available to offset prior year requested LTF. Staff will continue to research and evaluate new revenue resources should any potential shortfall in operating revenues arise.

Lastly, we will evaluate options and provide analysis on the 5-year capital improvement program and methods to fund these needs. Staff will work with SLOCOG on appropriate projects for the Augmented STA portion of SB1 funds for SoCo Transit projects. Staff is anticipating the funding will be used to match federal funds for vehicle procurements.

Ms. Arnold continued by going over the expenses impacts. She stated the Beach Trolley will operate from early-April through early-June on Friday through Sunday. From mid-June to early-October, the Beach Trolley will operate on Friday through Sunday. These services are provided through a contract with RTA and entirely funded through the County. Fuel consumption and price will be budgeted conservatively; diesel fuel will be budgeted at \$3.25 per gallon. Operations facility rental costs will not increase in FY18-19, as we will be entering the third year of a three-year lease extension.

Insurance expenses are something to keep an eye on. CalTIP liability insurance premiums are projected to increase. Estimates should be received from CalTIP in time to include in the SoCo Transit April 2017 budget. Although the number of SoCo Transit losses based on mileage has been lower than the pool average, the pool has experienced significant negative claims development and is working to ensure the

stability of the pool and ensure equity between all members. CalTIP vehicle physical damage will increase minimally due to the added asset value of new vehicles in the fleet. As of July 1, 2017 CalTIP no longer provides employment practices liability insurance coverage as part of the premiums paid for general liability coverage. SoCo Transit was able to join the Employment Risk Management Authority to obtain coverage. The annual premium is estimated at \$2,500 with a \$50,000 self-insured retention. Workers compensation premiums through the CSAC Excess Insurance Authority are projected to increase. For budget-making purposes, staff is assuming health insurance premiums will increase 5% in comparison to current rates. The RTA Board ratified the CBA with the Teamsters at its November 2017 meeting, and this analysis presumes that the same financial impacts would ultimately be accepted by SoCo Transit employees.

She read over the proposed budget calendar and stated staff recommends approval of the budget assumptions to enable staff to begin development of FY18-19 operating and capital budgets.

Ms. Arnold concluded her report.

Chairperson Brown opened Board and public comment.

Director Nicolls asked what type of efficiencies was SLOCOG looking for in order to reduce the farebox number. **Mr. Straw** stated that SLOCOG staff is in support of SoCo Transit consolidating into RTA and that would be the efficiency they would like to see.

Director Compton asked if the North County has any ill sentiment about their consolidation. **Mr. Straw** stated not really, they had been contracting their services.

Director Blake asked if staff has ever thought of buying a facility instead of leasing. **Mr. Straw** stated it would be great if we could do that but the cost would be high, we lease from the County.

Chairperson Brown asked if SoCo Transit would be excluded from the Federal gas tax. **Ms. Arnold** stated that it depends on how it is written.

Chairperson Brown closed Board and public comment.

Director Brown moved to approve Agenda Item B-1. **Director Compton** seconded and the motion carried unanimously on a roll call vote.

B-2 Next Steps for Consolidation into the RTA (Action): Mr. Straw stated staff presented the findings and recommendations of the most recent TDA-required Triennial Performance Audit to the Board at its October 18th meeting. The presentation included staff's recommended next steps, focusing on possible consolidation of SoCo Transit into the RTA. One new item that emerged during discussions with County Counsel staff regards the possibility of two separate joint powers agencies. Briefly, the possibility of

SoCo Transit remaining as a separate entity would not result in the cost-savings that would be realized with one single operations-related workforce. As such, staff worked with Deputy Counsel Tim McNulty to develop a revised RTA JPA that would still foster local decision-making for transit services in the Five Cities Area, but would abolish the South County Transit JPA. Based on subsequent discussions with City and County senior staff, we are now recommending that SoCo Transit be abolished as a separate entity, and that all operations and assets be incorporated into the RTA. Staff estimates that consolidation would result in an annual net savings to the South County jurisdictions of approximately \$18,000, as well as avoid an additional \$70,000 annual TDA penalty. Together, these result in a preliminary annual net benefit of roughly \$88,000 to the South County jurisdictions. This draft document has been shared with the three City Managers and County public works staff for review and comment.

Staff highlighted five challenges and opportunities that would require additional research. Recent findings on those five issues are provided below. Impacts to the RTA's blended FRR – consolidation would increase RTA's blended farebox requirement from the current 17.34% level, and SoCo Transit's relatively poor FRR would lower the combined farebox revenues. Staff has formally requested a SLOCOG review of the blended farebox recovery ratio policies and procedures, which it intends to present at its April 2018 meeting. Planned increases in costs will affect future FRR results – the RTA Board ratified its CBA with the Teamsters at its November 2017 meeting. As the California minimum wage increases over time, it will erode the RTA's FRR. Increased health insurance costs – as long as the Affordable Care Act provisions remain for employees who work greater than 30 hours per week, these additional costs will be borne by the combined agencies under consolidation. However, the per person costs are lower at the RTA due to economies of scale. The net increase in costs to the South County jurisdictions would be approximately \$40,000 per year. Reduced vehicle-related insurance costs – we have confirmed with our liability and physical damage carrier that under consolidation the region will save \$17,000 annually in reduced administrative fees, and the per-mile cost for SoCo Transit miles operated will initially decline. Together, this equates to an initial cost-savings on the order of \$41,000 for the South County jurisdictions. Increased workers compensation costs – we originally reported this as a cost-savings at the October 2017 Board meeting, but we have since learned that it is likely RTA's recent work comp experience will result in high overall costs to the South County jurisdictions under consolidation. We are still working with our carrier to determine the net impact.

The other cost-saving elements presented in the October 2017 staff report remain. Fewer public meetings redirects resources – would allow between 60 and 90 annual hours of senior staff time to be used for other issues. No cost savings is assumed in this analysis. Savings in payroll preparation and associated ADP fees – consolidation would not require separately coding SoCo Transit and RTA wages/benefits. No costs savings is assumed in this analysis. Savings in audit and planning costs – one consolidated annual fiscal and compliance audit saves \$3,000 annually. One consolidated TDA Triennial Performance Audit saves \$20,000 every three years. One consolidated Short-Range Transit Plan saves approximately \$50,000 every five to seven years. Annualized, this equates to a cost-savings of approximately \$18,000 annually. FRR penalty avoided – based on the adopted SoCo Transit FY17-18 budget, the South County jurisdictions would avoid approximately \$70,000 in FY18-19.

A “legacy” item that must be addressed is how risk management cases will be resolved. Our vehicle liability and workers compensation carriers will require that the successor agency, RTA, become responsible for any open or pending vehicle collision or incident or workers compensation incidents. In California, persons have up to one year from a purported incident to file a claim and this results in some uncertainty for future experience modification levels. On the flip side, SoCo Transit has investments in the CalTIP and CSAC liability pools that would be transferred to the RTA. For the purposes of this discussion, it is fortunate that both of our risk management policies provide first-dollar coverage, so no specific reserves need be established.

Staff recommends a number of actions as initial steps to actively pursue SoCo Transit consolidation into the RTA. First would be to schedule monthly Board meetings. Staff would present concepts to seven City Councils and County Board of Supervisors. We would incorporate comments into final RTA JPA document. After that staff would then seek adoption of abolishing SoCo Transit JPA at four jurisdictions and seek adoption of revised RTA JPA at all eight jurisdictions.

Chairperson Brown opened Board and public comment.

Director Nicolls asked about farebox penalty and would be the same amount every year. **Mr. Straw** stated that it could change and that the money can go to someone else unless the 20% farebox is met.

Chairperson Brown asked if the penalties are avoidable. **Mr. Straw** stated that staff has done everything that is allowable and that SLOCOG can delay it by a year. **Chairperson Brown** asked if staff expects any push back about the consolidation. **Mr. Straw** stated no, staff has discussed it with all of the cities as well as SLO Transit.

Chairperson Brown closed Board and public comment.

Director Brown moved to approve Agenda Item B-2. **Director Compton** seconded and the motion carried unanimously on a roll call vote.

C. CONSENT AGENDA:

C-1 SoCo Transit Minutes of October 18, 2017 (Approve)

C-2 Resolution Authorizing Executive Director to Submit Application for Low Carbon Transit Operations Grant Funds (Approve)

C-3 State of California SB1 SGR Grant Program

Chairperson Brown opened Board and public comment on any items listed on Consent.

Chairperson Brown closed Board and public comment.

Director Nicolls moved to approve Consent Agenda. **Chairperson Brown** seconded and the motion carried unanimously on a roll call vote.

D. DIRECTORS' COMMENTS: None

E. EXECUTIVE COMMITTEE MEMBERS' COMMENTS: None

ADJOURNMENT: The meeting was adjourned at 2:53 p.m.

Respectfully submitted, Shelby Walker, Administrative Assistant

DRAFT
SOUTH COUNTY TRANSIT
MINUTES OF JANUARY 26, 2018 BOARD MEETING
City Council Chamber, Arroyo Grande
C-2

Directors Present:	Lynn Compton	County Supervisor, District 4
	Barbara Nicolls, Vice Chair	City Council Member, Grover Beach
	Tim Brown, Chairperson	Mayor Pro Tem, Arroyo Grande
Directors Absent:	Sheila Blake	City Council Member, Pismo Beach
Staff Present:	Geoff Straw	Administrator
	Tim McNulty	County Counsel

CALL TO ORDER AND ROLL CALL: Chairperson **Tim Brown** called the meeting to order at 1:48 p.m. and noted the presence of three Directors; a quorum was present.

PUBLIC COMMENT: **Mr. Lynn Swenson**, Teamsters Local 986, thanked the Board members for their service as elected officials, and then thanked the agency's negotiators for negotiating in good faith. He is pleased that the members supported the tentative agreement and asked that the Board ratify it.

A. INFORMATION AGENDA: None

B. ACTION AGENDA:

B-1 Approval of an Agreement between SoCo Transit and Teamsters Local 986 (Action): SCT Administrator **Mr. Geoff Straw** began his presentation of the action item by thanking **Mr. Swenson** and his team for negotiating in good faith, and for obtaining support for the agreement from its members. **Mr. Straw** explained that the major difference between the current CBA and the new one is that the wage increases begin on January 1 rather than March 1. An important issue going into negotiations is the impact that planned CA minimum wage increases would have on future wages, so based on the Board's budget authority we negotiated wage increases that would address the minimum wage changes, and increases that would still occur should the Governor's office delay one of the future minimum wage increases. The year one wages are set, since the planned minimum wage increase was enacted during the negotiations, and the new minimum wage went into effect on January 1, 2018. **Mr. Straw** then summarized the other benefits-related changes, and mentioned new language was added to address the potential consolidation into the RTA. **Director Lynn Compton** asked if this CBA would continue after consolidation. **Mr. Straw** responded that the South County Transit CBA would be eliminated as part of the abolishment of South County Transit as a separate entity, and that the Union employees would then be covered by the RTA's CBA. **Mr. Straw** then summarized changes to Discipline/Discharge procedures, that a new Accident Review Committee was established, and Break Period language was also clarified. **Mr. Straw** asked the Board to ratify the CBA as presented.

Mr. Straw concluded his report.

Chairperson Brown opened and closed Board and public comment.

Chairperson Brown moved to approve Agenda Item B-1. **Director Compton** seconded and the motion carried unanimously on a roll call vote with Director Blake absent.

C. CONSENT AGENDA: None

D. DIRECTORS' COMMENTS: None

F. EXECUTIVE COMMITTEE MEMBERS' COMMENTS: None

ADJOURNMENT: The meeting was adjourned at 1:57 p.m.

Respectfully submitted, Shelby Walker, Administrative Assistant