



ADMINISTRATIVE AND FINANCE COMMITTEE
THURSDAY, DECEMBER 14, 2017– 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

The meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or Limited English Proficiency services are needed in order to participate in the public meeting, requests should be made through the Recording Secretary at least three (3) business days prior to the Committee Meeting. The Recording Secretary’s telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY), located at 1700 West Fifth Street, San Bernardino, California. If you have comments about items on the agenda or other general concerns and are not able to attend the meeting, please mail them to Omnitrans at 1700 West Fifth Street, San Bernardino, California, Attention Board Secretary. Comments may also be submitted by email to BoardSecretary@omnitrans.org.

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: Thursday, January 18, 2018, 8:00 a.m.
Omnitrans Metro Facility Board Room

C. COMMUNICATIONS FROM THE PUBLIC

This is the time and place for the general public to address the Board for items that are not on the agenda. In accordance with rules applicable to meetings of the Administrative & Finance Committee, comments on items not on the agenda and on items on the agenda are to be limited to a total of three (3) minutes per individual.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

Disclosure – Note agenda items contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation in the appropriate item.

N/A

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – October 12, 2017
2. Adopt Proposed 2018 Committee Meeting Schedule
3. Recommend the Board of Directors Approve Funding Agreement between Omnitrans and Highland Senior Center

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F. ADJOURNMENT

ITEM # E1

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, OCTOBER 12, 2017**

A. CALL TO ORDER

Committee Chair Sam Spagnolo called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, October 12, 2017.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Council Member Sam Spagnolo, City of Rancho Cucamonga – Committee Chair
Council Member David Avila, City of Yucaipa
Council Member Art Bennett, City of Chino Hills
Council Member Ron Dailey, Loma Linda
Mayor Carey Davis, City of San Bernardino
Council Member John Roberts, City of Fontana
Mayor Pro Tem Sylvia Robles, City of Grand Terrace

Committee Members Absent

Mayor Paul Eaton, City of Montclair
Mayor Pro Tem Alan Wapner, City of Ontario
Supervisor Curt Hagman, County of San Bernardino

Omnitrans Administrative Staff Present

Trischelle Baysden, Director of Rail
Samuel Gibbs, Director of Internal Audit Services
Marge Ewing, Director of Human Resources/Safety & Security
Jacob Harms, Director of Information Technology
Eugenia Pinheiro, Interim Director of Procurement
Doug Stanley, Interim Director Special Transit Services
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Omar Bryant, Maintenance Manager
Maurice Mansion, Treasury Manager
Kathy McClure, Senior Contract Administrator
John Steffon, Transportation Manager
Krystal Turner, Contracts Administrator
Julienne Overland-Villegas, Senior Executive Assistant to the CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, November 9, 2017, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflict of interest issues identified.

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – August 10, 2017

M/S (Davis/Roberts) that approved the Committee Minutes of August 10, 2017. Motion was unanimously approved by Members present.

2. Receive and File Director of Finance Report – Price of Compressed Natural Gas

Director of Finance, Don Walker presented this item. He reported that the FY2016 Management Plan included a Strategic Initiative to develop and implement a Comprehensive Fuel Cost Reduction Plan. The two components of the initiative were to 1) Install pipeline gas fueling at East Valley, West Valley, and I Street facilities and; 2) Commence phasing in of CNG Paratransit vehicles. The pipeline gas fueling infrastructure was completed in August 2017 at West Valley, and September 2017 at East Valley. The infrastructure at I Street is in the planning and development phase.

Mr. Walker stated that at the time this item was prepared, only one invoice had been received for pipeline gas since the completion at West Valley. The invoice showed 89,573 therms at a cost of 0.32 cents per therm, for a total cost of \$28,465. This cost represents twenty (20) days of fueling. The transmission charges were also received from So Cal Gas in the amount of \$15,535. The total cost for fuel for the twenty (20) days was \$44,000, with an estimated cost of \$66,000 for the month. Mr. Walker stated that the previous cost for LNG at West Valley was over \$116,000 per month. The chart included in the item provides a cost comparison between the cost of pipeline fuel and LCNG. Based on the annual usage of three (3) million gallons, the estimated savings from transitioning from LCNG to CNG is \$1.9 million per year.

This item was received and filed.

3. Recommend the Board of Directors Receive and File Omnitrans' Fiscal Year Ended June 30, 2017 Financial Audit Statement on Auditing Standards (SAS) 114 Letter

Director of Finance, Don Walker summarized the Financial Audit Statement on Auditing Standards (SAS) 114 Letter prepared for Omnitrans by Certified Public Accounting firm Vavrinek, Trine, Day & Company (VTD). He stated that if there is any member of the Administrative & Finance Committee or the Board of Directors who is aware of a matter that would materially affect the financial statements, they should contact Mr. Roger Alfaro at VTD.

Chair Spagnolo inquired what the project timeframe would be. Mr. Walker responded that the audit is expected to be complete by November 2017.

The Committee received and recommended forwarding this item to the Board of Directors.

4. Recommend the Board of Directors Approve the Re-Evaluations of Two positions and the Revisions to Personnel Policy 402, Salary Ranges; Management Confidential Classifications for Non-Represented Employees

Director of Human Resources/Safety & Security Marge Ewing presented this item. She stated the re-evaluation of the Client Relations Coordinator and Travel Trainer positions in the Special Transportation Service Department is due to an increase in duties and assignments to these positions over the last 18 months. The second part of the item is recommending approval of the revisions to Personnel Policy 402 to reflect the re-classifications.

M/S (Bennett/Davis) that recommended the Board of Directors:

1. Approve the re-evaluation of the Client Relations Coordinator and the Travel Trainer positions, from a level 9 to a level 8, bringing four (4) of the five (5) incumbents to the minimum of the level 8 range effective November 1, 2017. The cost to the FY18 budget would be \$15,661, for the increases to the wage and benefits; and
2. Approve the proposed revision to Personnel Policy 402, Salary Ranges, Management Confidential Classifications for non-represented employees for Motion 1 above.

Motion was approved unanimously by Members present.

5. Recommend the Board of Directors Approve Personnel Policy Manual Proposed Changes

Director of Human Resources/Safety & Security, Marge Ewing presented this item and reviewed the proposed changes. to the following Personnel Policies:

- Policy #106 – Confidential Information & Document Retention. A Confidential Information Policy is already in place; however, a Document Retention Policy is needed. A Resolution was adopted in 2008 stating that Omnitrans would adhere

to government records management guidelines, however approving Policy #106 would formalize a Document Retention Policy.

- Policy #206 - Orientation. All new employees receive orientation from the Human Resources Department. The orientation was missing some important Safety/Security language, which was added to the Policy.
- Policy #304 – Re-classification & Emergency Classification. The language added to this Policy clarified that the re-classification of a position to a different level requires the position to be adjusted within the salary range. A re-classification does not change the position date or the performance evaluation of an incumbent in the position.
- Policy #705 - Disciplinary Action. The updated language provides more clarity on the disciplinary action process for Management and Confidential Employees.

M/S (Roberts/Davis) that recommended the Board of Directors approve the proposed revisions to the following Personnel Policies effective November 1, 2017. Motion was unanimously approved by Members present.

6. Recommend to the Board of Directors Authorize the CEO/General Manager to Approve FY18 Operating Budget Adjustment

Member Avila arrived at 8:15 a.m.

Director of Human Resources/Safety & Security provided some background on this item by stating that the budget brought before the Board in May 2017, did not include a headcount increase and staff has since identified additional staffing needs. Ms. Ewing clarified that the positions are existing positions; however, are vacant and would go through the recruitment process.

M/S (Bennett/Davis) that authorized the CEO/General Manager to increase the FY18 head count and Operating Budget by \$248,564 effective November 1, 2017 for three (3) positions in the following departments:

1. Network Technician, Information Technology (IT)
2. Building Maintenance Mechanic; Maintenance
3. Stops & Stations Worker, Marketing-Planning

Motion was unanimously approved by Members present.

7. Recommend to the Board of Directors Authorize the CEO/General Manager to Announce Call for Projects – 2018 Measure I Specialized Transportation Program

Director of Special Transportation Services, Doug Stanley presented this item. He stated that approval of this item would allow CEO/General Manager to announce a Call for Projects, which invites proposals for funding available through Measure I Funds. Mr. Stanley stated that the proposed projects must improve mobility and coordination for

seniors and persons with disabilities in San Bernardino County. He explained that this Call for Projects will cover FY2019 and FY2020 with approximately \$600,00 in funding. Omnitrans is specifying a maximum amount of \$150,000 per project and applicants may receive up to two (2) years of funding. Mr. Stanley informed the Committee that the proposals will be evaluated by a panel comprised of five (5) agencies based on a criteria set forth in the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County.

M/S (Davis/Roberts) that authorized the CEO/General Manager to announce a Call for Projects - 2018 Measure I Specialized Transportation Program for Fiscal Years FY19 and FY20. Motion was unanimously approved by Members present.

Chair Spagnolo stated that he would ask CEO/General Manager, P. Scott Graham to provide a report to the Board and to the San Bernardino County Transportation Authority on the transition of VTrans to Omnitrans.

F. ADJOURNMENT

Chair Spagnolo remembered the victims of the recent tragedies in America and those closer to home with the passing of Vice-Chair, Pat Gilbreath and Director of Maintenance, Jack Dooley.

The Administrative and Finance Committee meeting adjourned at 8:24 a.m.

The next Administrative and Finance Committee Meeting is scheduled Thursday, November 9, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant



1700 W. Fifth St.
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ITEM # E2

DATE: December 14, 2017

TO: Committee Chair Sam Spagnolo and
Members of the Administrative & Finance Committee

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: PROPOSED ADMINISTRATIVE AND FINANCE COMMITTEE
MEETING SCHEDULE FOR 2018**

FORM MOTION

Adopt the proposed Administrative & Finance Committee Meeting Schedule for 2018. The schedule is the same as the current 2017 schedule, which is 8:00 a.m., the second Thursday, except on the dates noted, which will be held on the third Thursday.

January 18, 2018*
February 15, 2018*
March 15, 2018*
April 12, 2018
May 10, 2018
June 14, 2018
July - No Meeting**
August 9, 2018
September 13, 2018
October 11, 2018
November 15, 2018*
December 13, 2018

* Meetings moved to the third Thursday to coincide with SBCTA's Committee Meeting schedule.

** As there is no Board Meeting in August, no Committee Meeting will be held in July.

PSG:JV



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ITEM # E3

DATE: December 14, 2017

TO: Committee Chair Sam Spagnolo and
Members of the Administrative and Finance Committee

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Douglas L. Stanley, Director of Special Transportation Services

**SUBJECT: FUNDING AGREEMENT BETWEEN OMNITRANS AND HIGHLAND
SENIOR CENTER**

FORM MOTION

Recommend the Omnitrans Board of Directors authorize the CEO/General Manager to execute the Funding Agreement between Omnitrans and Highland Senior Center in amounts not to exceed \$52,000 in capital expenses and \$10,000 in operating expenses.

BACKGROUND

Omnitrans, as Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley subarea, is allocated Measure I CTSA funds to improve mobility and/or coordination of transportation services for seniors and/or persons with disabilities in the San Bernardino Valley subarea. Funding for this Agreement is available with Measure I CTSA funds.

Highland Senior Center (HSC) is a non-profit organization providing services and activities to the area's seniors. Membership is in excess of 4,000 and serves 300 – 500 seniors daily. HSC desires to enhance their current Transportation Assistance Program (TAP), which provides volunteers to transport seniors to medical appointments, pharmacy, and other vital appointments, by adding transportation to HSC for daily nutrition and other organized events. TAP is funded by the Department of Aging and Adult Services, but funding does not include senior transportation to HSC, and it is that funding limitation the Agreement addresses.

CONCLUSION

With the Committee's recommendation, this item will be forwarded to the Board of Directors to authorize the CEO/General Manager to execute the Funding Agreement between Omnitrans and Highland Senior Center.

PSG:DS

**FUNDING AGREEMENT
BETWEEN
OMNITRANS
AND
HIGHLAND SENIOR CENTER**

This Funding Agreement for Measure I funds (“**Agreement**”) by and between Highland Senior Center (“**HSC**”), a non-profit corporation and Omnitrans, a Joint Powers Authority and a Consolidated Transportation Services Agency (“**Omnitrans**”), is entered into this ____ day of _____, 2018. HSC and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, in its capacity as the Consolidated Transportation Services Agency (“**CTSA**”) for the San Bernardino Valley, Omnitrans has the ability to provide Measure I funds to other entities for projects that improve mobility for persons with disabilities, senior citizens, and persons of low income; and

WHEREAS, HSC currently operates a Transportation Assistance Program (“**TAP**”) using volunteer drivers for the transportation of seniors to and from medical appointments, shopping, as well as other vital appointments. HSC receives funding for TAP from the Department of Aging and Adult Services (“**DAAS**”); and

WHEREAS, HSC would like to expand its TAP service to include providing seniors rides to and from HSC for daily nutrition/lunch, and evening programs not funded by DAAS (“**Expansion Project**”); and

WHEREAS, Omnitrans desires to provide capital and operating assistance funds to HSC, on a reimbursable basis, for the Expansion Project; and

WHEREAS, the parties wish to enter into this Agreement to document the terms and conditions of Omnitrans funding of the Expansion Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Project Description: HSC will purchase one (1) nine (9) passenger transit vehicle to provide all Expansion Project services, as set forth in HSC’s Expansion Project, attached hereto as Exhibit A. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment.

2. Term: This Agreement will be for a term of one (1) year and shall expire on [date], unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.

3. Funding Amount: The amount to be paid to HSC under this Agreement will not exceed \$52,000 in capital expenses and \$10,000 in operating expenses (fuel, maintenance, insurance), unless agreed to in advance by the parties pursuant to a written amendment. In no instance will Omnitrans be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Eligible costs shall include expenditures consistent with Measure I.

4. Payment:

- a. On a monthly basis, HSC will provide Omnitrans with an invoice for reimbursement pursuant to Subsections 4.b. and 4.c., below.
- b. Payments for operating expenses to HSC hereunder will be made in arrears. HSC will submit a detailed and properly documented invoice for reimbursement not more often than monthly, which invoice will include: (i) a description of the work performed; and (ii) a detailed accounting of costs incurred.
- c. Payments for capital expenses, including but not limited to vehicles, may be requested in advance, upon presentation of a valid vendor invoice for such purchases.
- d. HSC will be notified within ten (10) business days following receipt of its invoice by Omnitrans of any circumstances or data in HSC's invoice that would cause withholding of approval and subsequent payment. HSC's invoice will include documentation of reimbursable expenses and billed items sufficient for Omnitrans, in its opinion, to substantiate billings. Omnitrans reserves the right to withhold payment of disputed amounts.
- e. At no time shall payments from Omnitrans be used to supplant or replace funding currently provided to HSC by DAAS, or any other funding source for HSC's existing TAP services. HSC shall notify Omnitrans of any potential loss of funding for the existing TAP services within ten (10) business days of learning of the funding loss.

5. Progress Reports: HSC will provide Omnitrans with monthly progress reports on the Expansion Project, as set forth in Exhibit A. In cooperation with Omnitrans, HSC shall develop national ridership data reporting mechanisms sufficient for reporting as part of the NTD (National Transit Database) reporting system, and shall provide such data to Omnitrans monthly.

6. Advisory Committee Participation: HSC shall attend and participate in advisory committee meetings, as mutually agreed upon by Omnitrans and the San Bernardino County Transportation Authority.

7. Compliance with Laws: HSC will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation: (i) all regulatory requirements associated with the funding provided to HSC for this Project; (ii) all disability laws; and (iii) non-discrimination and equal opportunity laws. Any failure by HSC to comply with such laws may result in the termination of this Agreement or such other remedy as Omnitrans deems appropriate.

8. Independent Contractor: HSC, and the agents and employees of HSC, in the performance of this Agreement, will act as and be independent contractors, and not officers, employees, or agents of Omnitrans. HSC, its officers, employees, agents, and contractors, if any, will have no power to bind or commit Omnitrans to any decision or course of action, and will not represent to any person or business that they have such power. HSC has and will retain the right to exercise full control of the supervision of the Expansion Project, and over the employment, direction, compensation, and discharge of all persons assisting in the performance of the work funded by this Agreement. HSC will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to, compliance with all laws, statutes, and regulations governing such matters.

9. Termination:

- a. Omnitrans may terminate this Agreement for cause by giving HSC a notice of default and intention to terminate the Agreement (“Termination Notice”). The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to HSC at the address indicated in Section 20 below.
- b. Upon receipt of a Termination Notice, HSC shall have 30 days in which to cure the stated violation(s) and to provide to Omnitrans sufficient evidence that the violations have been cured. If HSC has not cured within 30 days of such notice, or has not provided sufficient evidence of such to Omnitrans, the Agreement shall be terminated, effective immediately.
- c. Omnitrans may also terminate this Agreement in the event of Measure I or federal grant funding shortfall, upon 15 days written notice. Such notice will be served and effective as set forth in Subsection 9.a., herein.
- d. Omnitrans may also terminate this Agreement in the event of a funding shortfall for HSC’s existing TAP service, or the failure to provide notice to Omnitrans of such funding shortfall, as required pursuant to section 4.e. In the event HSC fails to provide the notice required pursuant to section 4.e., Omnitrans is not required to give HSC an opportunity to cure such violation.

- e. If Omnitrans issues a Termination Notice or terminates this Agreement due to a funding shortfall, Omnitrans will reimburse HSC for work actually performed up to the effective date of the Termination Notice, subject to the limitations in Section 4, and less any compensation to Omnitrans for damages suffered as a result of HSC's failure to comply with the terms of this Agreement.
- f. HSC will have the right to terminate this Agreement in the event Omnitrans is unable to make required payments. In such event, HSC will provide Omnitrans with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Omnitrans at the address indicated in Section 20. Omnitrans will make payment to HSC through the date of termination, subject to the provisions of Section 4 above, and less any compensation to Omnitrans for damages suffered as a result of HSC's failure to comply with the terms of this Agreement.

10. Assignment: The parties understand that Omnitrans entered into this Agreement based on the Expansion Project proposed by HSC. Therefore, without the prior express written consent of Omnitrans, this Agreement is not assignable by HSC either in whole or in part.

11. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

12. Time: Time is of the essence in this Agreement and will follow the timeline set forth in Exhibit A, unless modified pursuant to Section 13.

13. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

14. Contractors and Subcontractors: HSC will be fully responsible for all work performed by its contractors and subcontractors. Omnitrans reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement in excess of \$25,000.

15. Indemnification. HSC shall defend, indemnify and hold Omnitrans, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of HSC or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with HSC's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, HSC shall defend, at its own expense, including the payment of attorneys' fees, Omnitrans, its officials, officers, employees, agents and/or volunteers in any legal action based upon such acts, omissions or willful

misconduct. HSC shall reimburse Omnitrans, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

16. Insurance. HSC shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, HSC will provide written certificates evidencing compliance to Omnitrans.

- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
- b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

17. Audit: An independent auditor shall audit HSC's use of Expansion Project funds no less than annually. HSC agrees to supply Omnitrans with a copy of any audit of Expansion Project related activities performed.

18. Retention and Inspection of Records

- a. HSC, including any contractors or subcontractors, will retain all driver training records and vehicle maintenance and safety records.

- b. Omnitrans or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials pertaining to performance of this Agreement (collectively “Records”), including any Records in the possession of any contractors or subcontractors. HSC agrees to provide Omnitrans or its designee with any relevant information requested and will permit Omnitrans or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations.
- c. HSC further agrees to maintain all Expansion Project Records for a period of four (4) years after final payment under the Agreement or four (4) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If so directed by Omnitrans upon expiration of this Agreement, HSC will cause all Records relevant to the Project to be delivered to Omnitrans as depository.

19. Signs: HSC will include the Omnitrans logo and/or Measure I signage on Project related marketing materials and on vehicles operated with Omnitrans funding, including:

- a. Vehicles purchased or operated with Measure I funds shall display signs clearly visible to riders indicating the vehicle is funded in part through Measure I funding.
- b. Signage must conform with approved Measure I signage and be approved by Omnitrans.

20. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

TO OMNITRANS:

TO HIGHLAND SENIOR CENTER:

Omnitrans
 1700 West Fifth Street
 San Bernardino, CA 92411
 ATTN: Director Special Transportation
 Services

Highland Senior Center
 3102 Highland Avenue
 Highland, CA 92346
 ATTN: Executive Director

21. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of Omnitrans to enforce at any time the provisions of this Agreement or to require at any time performance by HSC of these provisions, will in no way be

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Omnitrans to enforce these provisions.

22. Litigation: HSC will notify Omnitrans immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or Omnitrans, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Omnitrans.

23. Non-Liability of Omnitrans: Omnitrans shall not be liable to HSC or any third party for any claim for loss of profits or consequential damages. Further, Omnitrans shall not be liable to HSC or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

24. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

25. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of San Bernardino County.

26. Integration: This Agreement represents the entire understanding of Omnitrans and HSC as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 13.

27. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

28. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

29. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

30. Ownership; Permission: Omnitrans represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials, are either produced or owned by HSC or that all required permissions and license agreements have been obtained and paid for by HSC. HSC will defend, indemnify and hold harmless Omnitrans and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

31. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

32. Press Releases: HSC will obtain Omnitrans' prior written approval of any press releases, or other public outreach materials, that include any reference to Omnitrans or depiction of the Omnitrans logo.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement, as of the date first appearing above.

By:

P. Scott Graham
CEO/General Manager
Omnitrans

Penny Lilburn
Executive Director
Highland Senior Center

Approved as to form:

Omnitrans Legal Counsel

HSC Legal Counsel

EXHIBIT A

Expansion Project

“The mission of Highland District Council on Aging, Inc. / Highland Senior Center is to enrich, maintain, and protect the quality of life of Senior adults.”

Background

The Highland Senior Center (HSC) is a non-profit entity located on the grounds of Patton State Hospital. The HSC is engaged in providing services and activities for the Senior Community located in Highland and surrounding communities. Services and activities include, but are not limited to; physical fitness, daily nutrition, food distribution, a large variety of social activities, travel – both long term and day trips, educational classes, health and welfare events, dinner shows and assorted entertainment events. *Personal transportation is provided through our Transportation Assistance Program or TAP.* Membership rolls are in excess of 4,000 Seniors and the HSC serves 300 – 500 persons on most days.

Transportation Assistance Program (TAP)

TAP is a vital component of the Outreach Office at the HSC. TAP Volunteer drivers provide personal transportation for Senior Clients to their medical appointments, pharmacy, shopping, to personal service providers as well as to other vital appointments. TAP provides a critical service to Seniors who can no longer drive themselves or otherwise obtain transportation either due to financial constraints or due to a lack of participation from family members. Previous usage, as well as an aging population, points to an increasing pattern of use and participation so we expect future numbers to exceed our historical average of 500+ trips per month. In addition TAP drivers and Staff provide a meaningful point of contact for homebound Seniors and creates a conduit for the HSC to refer additional services and assistance should it be needed or requested by ailing Seniors.

Expansion Services

A specific need exists for additional resources in the form of 1 vehicle with a seating capacity of up to 8 passengers. This vehicle will be utilized to expand our TAP services by;

- Transporting Seniors **to and from** the HSC for our daily nutrition / lunch program. This particular function is not possible under the current parameters of TAP.
- Providing a shuttle service, to and from 55+ communities, for our evening programs and fundraising events.
- Providing transportation into communities that are not currently being served with existing resources as needed to support HSC activities.

Performance Indicators (minimum)	Goal -Year 1	Goal –Year 2
# of one-way passenger trips provided to:		
Seniors To/From HSC Nutrition	780	1300
Seniors To/From Evening Programs/Events	84	126
Seniors To/From (Other)	108	168
Total One-Way Passenger Trips:	972	1594

Performance Criteria

Project performance will be evaluated annually, or more frequently as determined by Omnitrans. If participation in the Project is significantly less than anticipated by Omnitrans and HSC, or if Omnitrans determines that the quality of performance by HSC is insufficient, as determined by Omnitrans, Omnitrans may modify this Exhibit A, or terminate this Agreement as provided in Section 9 herein.