



Connecting Our Community.

AGENDA

EXECUTIVE COMMITTEE MEETING

TUESDAY, APRIL 5, 2016, 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 Board Secretary at least three (3) business days prior to the Committee Meeting. The Board Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY). 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.

THIS MEETING IS AVAILABLE BY TELECONFERENCE AT THE FOLLOWING LOCATION AND WILL BE CONDUCTED IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(B).

CITY OF CHINO HILLS, 14000 CITY CENTER DRIVE, CHINO HILLS, CA 91709

THIS LOCATION IS ACCESSIBLE TO THE PUBLIC AND MEMBERS OF THE PUBLIC MAY ADDRESS THE COMMITTEE FROM THE TELECONFERENCE LOCATIONS.

A. CALL TO ORDER

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: Friday, May 6, 2016, 9:00 a.m.
Omnitrans Metro Facility

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 Executive 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

N/A

E. DISCUSSION ITEMS

- | | |
|---|----|
| 1. Approve Executive Committee Minutes – January 8, 2016 | 3 |
| 2. Overview of Proposed Administrative Agent Agreement between Valley Transportation Services and Omnitrans presented by Omnitrans Legal Counsel | 5 |
| 3. Support and Move Forward, Adopt Proposed Change to Personnel Policy #603 – Retirement Plan | 30 |
| 4. Support and Move Forward, Approve Three New Positions and Adopt Proposed Revision to Personnel Policy #402 – Salary Ranges – Management Confidential Classifications | 33 |



Connecting Our Community.

AGENDA

EXECUTIVE COMMITTEE MEETING

TUESDAY, APRIL 5, 2016, 8:00 A.M.

OMNITRANS METRO FACILITY

1700 WEST 5TH STREET

SAN BERNARDINO, CA 92411

F. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6

G. REMARKS AND ANNOUNCEMENTS

H. ADJOURNMENT

ITEM # E1

**EXECUTIVE COMMITTEE MEETING
MINUTES
JANUARY 8, 2016**

A. CALL TO ORDER

The Executive Committee Meeting was called to order by Chair Sam Spagnolo at 9:16 a.m., Friday, January 8, 2016.

COMMITTEE MEMBERS ATTENDING

Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga – Board Chair
Council Member Ron Dailey, City of Loma Linda – Board Vice Chair
Council Member Ed Graham, City of Chino Hills – via Teleconference
Council Member Penny Lilburn, City of Highland
Council Member John Roberts, City of Fontana

BOARD MEMBERS NOT PRESENT

Mayor Pro Tem Alan Wapner, City of Ontario

OMNITRANS STAFF ATTENDING

P. Scott Graham, CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

Next Committee Meeting: Friday, February 5, 2016, 9:00 a.m.
 Omnitrans Metro Facility

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.

E. DISCUSSION ITEMS

1. Approve Executive Committee Minutes – November 6, 2015

M/S (Lilburn/Graham) that approved the Executive Committee Minutes of November 6, 2015. Motion was unanimous by Members present.

F. BOARD BUSINESS

The Board Executive Committee adjourned to Closed Session at 9:17 a.m. concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6.

The Executive Committee reconvened to Open Session at 10:20 a.m., with no reportable action.

G. REMARKS AND ANNOUNCEMENTS

There were no Remarks or Announcements.

H. ADJOURNMENT

The Executive Committee adjourned at 10:20 a.m. The next Executive Committee Meeting is scheduled Friday, February 5, 2016, at 9:00 a.m., with location posted on the Omnitrans website and at the Omnitrans San Bernardino Metro Facility.

Prepared by:

Vicki Dennett, Executive Assistant to CEO/General Manager



1700 W. Fifth St.
San Bernardino, CA 92411
909-379-7100
www.omnitrans.org

ITEM # E2

DATE: April 5, 2016

TO: Board Chair Sam Spagnolo and Members of the Executive Committee

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: PROPOSED ADMINISTRATIVE AGENT AGREEMENT WITH VTRANS

Legal Counsel Carol Greene will be providing an overview of the proposed Administrative Agent Agreement (Agreement) between Omnitrans and VTrans.

BACKGROUND

VTrans was awarded \$300,000 for the Rural Transportation Reimbursement Escort Program (TREP) from Caltrans, and in January 2016, executed the grant in accordance with approval of the VTrans Board of Directors. TREP provides an incentive for volunteer drivers (usually friends or neighbors) to assist eligible individuals by driving them to eligible activities (doctors' appointments, etc.) in exchange for mileage reimbursement of \$0.40 per mile.

Caltrans, as the Grantor, has indicated that since the original grant application was submitted by and awarded to VTrans, they would not permit the transfer of the grant funds to Omnitrans as the newly appointed Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley. Further, if VTrans wanted to retain the grant funds, VTrans would need to continue to operate until such a time that the grant funds are expensed and the grant is closed, which is projected for July 1, 2017.

As a result, the attached Administrative Agent Agreement was prepared in coordination with Vtrans' and Omnitrans' legal counsel, and adopted by the VTrans Board of Directors on March 16, 2016.

Prior to submitting the proposed Agreement to the Omnitrans Board of Directors for approval, Legal Counsel has been requested to review the Agreement with the Executive Committee to ensure that there is a full understanding of its need, the requirements contained therein, and whether it is feasible to have VTrans return the funds.

PSG

**ADMINISTRATIVE AGENT AGREEMENT
BETWEEN
VALLEY TRANSPORTATION SERVICES
AND
OMNITRANS**

THIS ADMINISTRATIVE AGENT AGREEMENT (“Agreement”) is made and entered into effective , 20 , by and between VALLEY TRANSPORTATION SERVICES, a Consolidated Transportation Services Agency (“VTRANS”), and OMNITRANS, in its capacity as a Consolidated Transportation Services Agency (“Omnitrans”), individually referred to as a “party” and collectively as the “parties”.

WHEREAS, Omnitrans has recently been designated as a Consolidated Transportation Services Agency in the San Bernardino Valley region; and

WHEREAS, VTrans has requested, and Omnitrans has agreed and is able to provide VTrans with various administrative, financial, and clerical services for its established programs; and

WHEREAS, Omnitrans will employ a Chief Executive Officer (“CEO”), subject to VTrans’ approval, to serve VTrans as directed by VTrans’ Board of Directors; and

WHEREAS, it is the purpose of this Agreement and the intent of Omnitrans to provide such services to VTrans as requested by the VTrans’ Board of Directors and on the terms recited.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Responsibilities of Omnitrans: Omnitrans shall provide the following services as an Administrative Agent to VTrans, on a mutually agreeable cost reimbursement basis, subject to the direction of VTrans’ Board of Directors and as requested:
 - a. Retain business records of VTrans and make them available to VTrans and its designees, vendors, and representatives in accordance with the law.
 - b. Provide general business support and accounting services.
 - c. Provide purchasing services.
 - d. Provide facilities management services.
 - e. Provide personnel services.
 - f. Process payments and other financial services.
 - g. Provide IT services for computer equipment utilized by VTrans.
 - h. Provide other operational and administrative services as requested by VTrans’ Board of Directors.
 - i. Properly track employee hours spent on each VTrans’ program, to allow for the compensation of Measure I eligible expenses separate from expenses eligible for compensation with federal grant funds.

2. Responsibilities of VTrans: VTrans, through its Board of Directors, will coordinate with Omnitrans as to requested services under this Agreement, and provide direction as needed, including the following:

- a. Review and approve any proposed CEO for VTrans
- b. Prepare and furnish to Omnitrans upon request such information as is reasonably necessary to the performance of Omnitrans' work under this Agreement.
- c. To the extent employees of Omnitrans are assigned to provide services to VTrans, VTrans will follow Omnitrans' policies and procedures on employment.

3. Omnitrans' Compensation and Payment Thereof: During the term of this Agreement, as set forth in section 4 below, VTrans shall reimburse Omnitrans for its Measure I eligible services in an amount not to exceed \$ _____, unless agreed to in advance by the parties pursuant to a written amendment. In no instance will VTrans be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. VTrans and Omnitrans shall enter into federal subrecipient agreements to the extent necessary to allow for the reimbursement of eligible expenses with federal funds.

a. **Invoicing**

1. On the first of each month, VTrans shall pay Omnitrans a base amount of \$ _____ for its Measure I eligible services. No later than the 10th day of the following month Omnitrans will provide VTRANS with an invoice for reimbursement of the prior month's Measure I eligible expenses. To the extent Omnitrans' services are eligible for reimbursement with federal funds, Omnitrans' written progress report shall be completed on the required Caltrans form pursuant to separate federal subrecipient agreements between the parties.
2. Omnitrans' invoices will include the following: (i) a description of the work performed, and (ii) a detailed accounting of costs incurred. Omnitrans' services that are eligible for reimbursement with federal funds will be separately invoiced pursuant to federal subrecipient agreements between the parties.
3. Omnitrans will be notified within ten (10) business days following receipt of its invoice by Vtrans of any circumstances or data identified by Vtrans in Omnitrans' invoice that would cause withholding of approval and subsequent payment. Omnitrans' invoice will include documentation of reimbursable expenses and billed items sufficient for Vtrans, in its opinion, to substantiate billings. Vtrans reserves the right to withhold payment of disputed amounts.
4. Once an invoice is approved, VTrans' CEO will perform a reconciliation to determine whether Omnitrans' Measure I eligible expenses exceeded the

payment provided on the first of the month and is therefore owed additional payment by VTrans, or if funds should be returned or credited to VTrans. The VTrans Board will then approve any additional payment or withholding from future payments to Omnitrans.

5. To the extent payment will be made with federal funds, VTrans will submit an invoice to the California Department of Transportation (“Caltrans”) for approval and will make reimbursement payment to Omnitrans promptly following receipt of funds from Caltrans, subject to separate subrecipient agreements between the parties.

b. Cost Principles and Administrative Requirements

1. Omnitrans agrees that the “Contract Cost Principles and Procedures,” 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., and “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR, Part 200, will be used to determine the allowability of individual items of cost.
2. Omnitrans also agrees to comply with Federal procedures in accordance with 49 CFR Part 19, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.”
3. Any costs for which payment has been made to Omnitrans that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq.; 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or 49 CFR Part 19, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, are subject to repayment by Omnitrans to VTRANS. Disallowed costs must be reimbursed to VTrans within sixty (60) days unless VTrans approves in writing an alternative repayment plan.
4. Omnitrans shall comply with, and shall require its subcontractors to comply with, the requirements for non-state employee travel and subsistence (per diem) expenses found in the California Department of Transportation (“Caltrans”) Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-state employees unless written verification is supplied that such rates are not commercially available to Omnitrans and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

5. Omnitrans shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates the costs of work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures.

4. Time of Performance:

- a. This Agreement shall go into effect on (DATE), contingent upon approval by both parties, and Omnitrans shall commence work after notification to proceed by VTRANS's Project Manager. This Agreement shall end on July 1, 2017, unless extended by written amendment pursuant to Section 11 below.
- b. Omnitrans is advised that any recommendation for contract award is not binding on VTRANS until the contract is fully executed and approved by VTRANS.

5. Termination:

- a. Each party reserve the right to terminate this Agreement upon thirty (30) calendar days written notice to the other party with the reasons for termination stated in the notice. The notice shall 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 the party at the address indicated in Section 9.
- b. VTRANS may terminate this Agreement with Omnitrans should Omnitrans fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, VTRANS may proceed with the work in any manner deemed proper by VTRANS. If VTRANS terminates this Agreement with Omnitrans, VTRANS shall pay Omnitrans the sum due to Omnitrans under this Agreement prior to Omnitrans' failure to perform.
- c. The maximum amount for which the VTRANS shall be liable if this contract is terminated is [insert total contract NTE amount] dollars.

6. Compliance with Laws: Omnitrans and VTrans will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the funding provided to Omnitrans hereunder, including but not limited to the provisions set forth in Exhibit A. These regulations, orders, circulars, and directives include, without limitation, the following: 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative MOUs to State and Local Governments; 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq.; and 2 CFR, Chapters 1 and 2, Parts 200, 215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, Omnitrans will require the appropriate debarment certification form from all Omnitrans contractors and Omnitrans certifies that it will not knowingly enter into any transaction with a

contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state agency. Further, the Project will comply with Omnitrans' Title VI Program.

7. Assignment: This Agreement is not assignable by the either party, either in whole or in part, without the prior express written consent of the other party.

8. Mutual Indemnity: VTrans agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless Omnitrans, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys' fees, arising out of any act or omission or the condition of any property owned or controlled by the VTrans in the performance of this contract. It is understood that employees and any subcontractor of VTrans in its performance under this contract are not agents or employees of Omnitrans. Furthermore, Omnitrans will be held harmless for any actions taken by the CEO pursuant to the authority delegated by the VTrans Board of Directors and exercised within the bounds of the delegation. VTrans shall pay all costs and expenses that may be incurred by Omnitrans in enforcing this indemnity, including reasonable attorneys' fees.

Omnitrans agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless VTrans, its agents, employees, directors, and officers, against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys' fees, arising out of any act or omission of Omnitrans in the performance of this Agreement. Furthermore, VTrans will be held harmless for any actions taken by the CEO pursuant to direction received by the CEO from Omnitrans contrary to the direction and authorization of the VTrans Board of Directors. Omnitrans shall pay all costs and expenses that may be incurred by VTrans in enforcing this indemnity, including reasonable attorneys' fees.

The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

9. Notices: Omnitrans' Project Manager for this AGREEMENT is _____. No substitution of Omnitrans' Project Manager is permitted without prior written agreement by VTRANS, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 5 above, any notice, report, or other communication to Omnitrans required by this AGREEMENT will be mailed by first-class mail to:

Telephone: _____

With the exception of notice of termination sent by certified mail pursuant to Section 5 above, any notice, report, or other communication to VTrans required by this AGREEMENT will be mailed by first-class mail to:

Telephone: _____

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

11. 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.

12. 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 VTRANS to enforce at any time the provisions of this AGREEMENT or to require at any time performance by Omnitrans 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 VTRANS to enforce these provisions.

13. Litigation: Omnitrans will notify VTRANS immediately of any claim or action undertaken by it or against it that affects or may affect this AGREEMENT or VTRANS, 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 VTRANS.

14. 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.

15. Ambiguities: The parties have each carefully reviewed this AGREEMENT and have agreed to each term and condition herein. No ambiguity will be construed against either party.

16. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

17. 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.

18. 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.

19. Integration: This AGREEMENT represents the entire understanding of VTRANS and Omnitrans 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 11.

20. 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.

21. 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.

22. 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.

23. Ownership; Permission: Omnitrans represents and warrants that all materials used in the performance of work under this Agreement, including, without limitation, all computer software materials and all written materials, are either produced and owned by Omnitrans or that all required permissions and license agreements have been obtained and paid for by Omnitrans. Omnitrans will defend, indemnify and hold harmless VTRANS 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.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

VALLEY TRANSPORTATION SERVICES

OMNITRANS

JESSICA JACQUEZ
Chief Executive Officer

[Name and Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Renne Sloan Holtzman Sakai LLP
Legal Counsel to VTrans

Carol Greene
Legal Counsel to Omnitrans

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. Americans with Disabilities Act (ADA) of 1990: By signing this AGREEMENT, Omnitrans assures VTRANS that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38.

2. Retention of Records and Audit Procedures:

a. VTRANS or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records.

b. If so directed by VTRANS upon expiration of this Agreement, Omnitrans shall cause all Records to be delivered to VTRANS as depository.

c. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Omnitrans, subcontractors, and VTRANS shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.

(1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, VTRANS, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Omnitrans and its certified public accountants (CPA) work papers that are pertinent to the Agreement, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

(2) Subcontracts in excess of \$25,000 shall contain this entire Section 2.

d. Audit Review Procedures:

- (1) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by VTRANS's Board Chair.
- (2) Not later than 30 days after issuance of the final audit report, Omnitrans may request a review by VTRANS's Board Chair of unresolved audit issues. Omnitrans' request for review will be submitted in writing.
- (3) Neither the pendency of a dispute nor its consideration by VTRANS will excuse Omnitrans from full and timely performance in accordance with the terms of this Agreement.
- (4) Omnitrans and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit workpaper review. If selected for audit or review, the Agreement, cost proposal, ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Omnitrans' responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Omnitrans and approved by VTRANS to conform to the audit or review recommendations. Omnitrans agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by VTRANS at its sole discretion. Refusal by Omnitrans to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

3. National Labor Relations Board Certification: Omnitrans, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Omnitrans within the immediately preceding two-year period because of Omnitrans' failure to comply with an order of a federal court which orders Omnitrans to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

4. Compliance with Non-Discrimination and Equal Employment Opportunity Laws:

It is VTRANS's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and

other federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. VTRANS does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. VTRANS prohibits discrimination by its employees, contractors and consultants.

Omnitrans assures VTRANS that it complies with, and that Omnitrans will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Omnitrans to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as VTRANS may deem appropriate.

- a. Omnitrans and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
- b. Omnitrans and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Omnitrans and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Omnitrans and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Omnitrans and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Omnitrans and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The

applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Omnitrans and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Omnitrans shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Omnitrans will include the provisions of this Section 4 in all contracts to perform work funded under this Agreement.

5. Drug-Free Certification: By signing this Agreement, Omnitrans hereby certifies under penalty of perjury under the laws of the State of California that Omnitrans will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Omnitrans who works under this Agreement shall:
 - (1) Receive a copy of Omnitrans' Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Omnitrans' Statement as a condition of employment on this Agreement.

6. Union Organizing: By signing this Agreement, Omnitrans hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Omnitrans will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Omnitrans will not meet with employees or supervisors on VTRANS or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

7. Debarment, Suspension, and Other Responsibilities: Omnitrans certifies and warrants that neither Omnitrans firm nor any owner, partner, director, officer, or principal of Omnitrans, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- e. Omnitrans shall complete the Debarment Certification Form, attached hereto as Exhibit B.

8. Conflicts of Interest:

- a. Omnitrans shall disclose any financial, business, or other relationship with VTRANS that may have an impact upon the outcome of this Agreement, or any ensuing VTRANS construction project. Omnitrans shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing VTRANS construction project, which will follow.
- b. Omnitrans hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Omnitrans shall immediately notify VTRANS of any and all potential violations of this Section upon becoming aware of the potential violation.
- d. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

9. Covenant Against Contingent Fees: Omnitrans warrants that it has not employed or retained any company or person, other than a bona fide employee working for Omnitrans, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, VTRANS shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

10. Political Reform Act Compliance: Omnitrans is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Omnitrans agrees that any of its officers or employees deemed to be "consultants" under the Act by VTRANS, as provided for in the Conflict of Interest Code for VTRANS, shall promptly file economic disclosure statements for the disclosure categories determined by VTRANS, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

11. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Omnitrans certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Omnitrans, to any person for influencing or attempting to

influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Omnitrans shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Omnitrans also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

12. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. In any event, Omnitrans shall complete the DBE Information Form attached to this Agreement as Exhibit "C," so that VTRANS may compile statistics for federal reporting purposes.

- a. Non-Discrimination: Omnitrans or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

Omnitrans or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Omnitrans or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as VTRANS may deem appropriate. Each subcontract signed by Omnitrans in the performance of this Agreement must include this nondiscrimination clause.

b. Prompt Payments to DBE and Non-DBE Subcontractors:

- (1) Omnitrans agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Omnitrans receives from VTRANS. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of VTRANS. This clause applies to both DBE and non-DBE subcontracts.
- (2) Omnitrans agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of VTRANS. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by VTRANS. If VTRANS makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Omnitrans fails to promptly return retainage as specified above, VTRANS shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as VTRANS deems appropriate, including but not limited to administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Omnitrans or subcontractor in the event of a dispute involving late payment or non-payment to Omnitrans or deficient subcontract performance or noncompliance by a subcontractor.

- c. Records: Omnitrans shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to VTRANS.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Omnitrans shall not terminate a listed DBE subcontractor unless Omnitrans has received prior written authorization from VTRANS's Project Manager. VTRANS's Project Manager will authorize termination only if the Project Manager determines that Omnitrans has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting VTRANS's authorization to terminate and/or substitute a DBE subcontractor, Omnitrans shall give notice in writing to the DBE subcontractor, with a copy to VTRANS, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to Omnitrans' notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why VTRANS should not approve Omnitrans' action. VTRANS may, in instances of public necessity, approve a response period shorter than five days.
 - (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, Omnitrans shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Omnitrans in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Omnitrans in writing with the date of certification. Omnitrans shall then provide to the Project Manager of VTRANS written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Omnitrans. Omnitrans' failure to comply with any requirement of this Section is a material breach of this Agreement, which may

result in the termination of this Agreement or such other remedy as VTRANS may deem appropriate.

e. Any subcontract in excess of \$25,000 shall contain the provisions set forth in subsections a-f above.

13. Rebates, Kickbacks, or Other Unlawful Consideration: Omnitrans warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any VTRANS employee. For breach or violation of this warranty, VTRANS shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

14. Equipment Purchase:

a. Prior authorization in writing, by VTRANS's Project Manager shall be required before Omnitrans enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Omnitrans services. Omnitrans shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in Omnitrans' Cost Proposal and exceeding \$5,000 prior authorization by VTRANS's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this contract is subject to the following: "Omnitrans shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, VTRANS shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Omnitrans may either keep the equipment and credit VTRANS in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established VTRANS procedures, and credit VTRANS in an amount equal to the sales price. If Omnitrans elects to keep the equipment, fair market value shall be determined at Omnitrans' expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to VTRANS and Omnitrans, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by VTRANS." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

d. All subcontracts in excess \$25,000 shall contain the above provisions.

15. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Omnitrans shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

16. Clean Air Act: Omnitrans agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Omnitrans agrees to report each Clean Air requirement violation to VTRANS and understands and agrees that VTRANS will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Omnitrans also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17. Contractors and Subcontractors: Omnitrans shall not subcontract any portion of the work without the prior express written authorization of VTrans.

- a. VTRANS 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.
- b. Nothing contained in this Agreement or otherwise, shall create any contractual relation between VTRANS and any subcontractor, and no subcontract shall relieve Omnitrans of its responsibilities and obligations hereunder. Omnitrans agrees to be as fully responsible to VTRANS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Omnitrans. Omnitrans' obligation to pay its subcontractors is an independent obligation from VTRANS'S obligation to make payments to Omnitrans.
- c. Omnitrans shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall

be subcontracted without written authorization by VTRANS's Project Manager, except that which is expressly identified in the approved Cost Proposal.

- d. Omnitrans shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to Omnitrans by VTRANS.
- e. Any contract or subcontract to be funded in whole or in part using funds provided under this AGREEMENT will require Omnitrans and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Omnitrans or any subcontractor in performing work associated with this AGREEMENT or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this AGREEMENT for a period of three (3) years from the date of termination of this AGREEMENT, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this AGREEMENT and any amendments, whichever is later.
 - (5) Permit VTRANS and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this AGREEMENT for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
- f. Any substitution of subcontractors must be approved in writing by VTRANS's Project Manager prior to the start of work by the subcontractors.

18. Non-Liability of VTRANS: VTRANS shall not be liable to Omnitrans or any third party for any claim for loss of profits or consequential damages. Further, VTRANS shall not be liable to Omnitrans 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.

19. Debarment Responsibilities: Omnitrans agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

20. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this AGREEMENT, the parties will amend this AGREEMENT as necessary, or will terminate it immediately.

21. Disputes: Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be submitted in writing to a committee consisting of VTRANS's Board Chair and Board Vice Chair. This Committee may consider the written information or additional verbal information submitted by Omnitrans at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that Omnitrans disputes the Committee's determination, Omnitrans may request review by VTRANS's Board of Directors of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the AGREEMENT. Omnitrans' request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Omnitrans from full and timely performance in accordance with this AGREEMENT.

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Valley Transportation Services (VTRANS), the California Department of Transportation (“Caltrans”), and the U.S. Department of Transportation that DBE’s have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of VTRANS contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the “No DBE Participation” option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s. The CUCP database may be accessed on-line at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE/UDBE Participation Information

(Awardee must check at least one of the options below, provide required information regarding certified DBE’s, and sign this Information Sheet on page 3)

_____ **Option #1 - No Certified DBE participation proposed for this contract.**

_____ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**
(Please attach an additional sheet if necessary)

_____	_____
Name of Certified DBE	DBE Certification No.
_____	_____
DBE Address	DBE Telephone No.
_____	_____
	DBE E-Mail Address
Annual Gross Receipts (check one): _____	Less than \$500,000 _____

- ___ \$500,000-\$1 million
- ___ \$1 million-\$2 million
- ___ \$2 million-\$5 million
- ___ Over \$5 million

Age of Firm

Capacity of DBE (*e.g., contractor, subcontractor, vendor*)

\$ Agreement DBE Participation

Description of services or materials to be provided by DBE

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

- Annual Gross Receipts (check one):
- ___ Less than \$500,000
 - ___ \$500,000-\$1 million
 - ___ \$1 million-\$2 million
 - ___ \$2 million-\$5 million
 - ___ Over \$5 million

Age of Firm

Capacity of DBE (*e.g., contractor, subcontractor, vendor*)

\$ Agreement DBE Participation

Description of services or materials to be provided by DBE

Submitted by:

Signature

Date

Print Name and Title

Name of Contractor, if different than signatory

EXHIBIT C

DEBARMENT CERTIFICATION FORM

DRAFT

RESOLUTION NO. 16-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF
VALLEY TRANSPORTATION SERVICES
ADOPTING THE PROPOSED TITLE VI PROGRAM**

BE IT RESOLVED that the Board of Directors of Valley Transportation Services hereby replaces its existing Title VI Program with the proposed elements of Omnitrans' adopted Program.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 16th day of March, 2016, by the following vote:

AYES:
NOES:
ABSENT:

Chairperson

ATTEST:

Secretary

ITEM # E3

DATE: April 5, 2016

TO: Board Chair Sam Spagnolo and Members of the Executive Committee

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: ADOPT PROPOSED REVISION
PERSONNEL POLICY #603 – RETIREMENT PLAN**

FORM MOTION

Support and move forward to the Administrative and Finance Committee seeking its recommendation to the Board of Directors, adopt proposed revision to the Personnel Policy #603, Retirement Plan, whereby requiring Management/Confidential employees to pay the entire seven percent (7%) employee contribution to the California Public Employees Retirement System (PERS) through payroll deduction beginning July 1, 2016, along with a corresponding seven percent (7%) increase in wages to offset the deduction.

BACKGROUND

Since Omnitrans began in 1976, its employees have been covered under the California Public Employee's Retirement System (PERS). In accordance with Personnel Policy #603 – Retirement Plan, Omnitrans has paid both the employer and employee contributions for Management Confidential (non-represented) employees. Positions represented by a Memorandum of Understanding (MOU) are paid in accordance with their respective MOUs.

The Board of Directors amended the CEO/General Manager's contract in February 2015 requiring the CEO/General Manager to pay five percent (5%) of the employee's contribution to PERS through payroll deduction. The remaining two percent (2%) of the employee's contribution to be paid by the CEO/General Manager is proposed in the amended contract scheduled for approval by the Board of Directors on April 6, 2016. If approved, the CEO/General Manager would be paying the entire employee contribution to PERS. Along with the deduction, the Board of Directors also approved a corresponding adjustment to wages to offset the deduction; five percent in February 2015 and two percent effective February 2016, if approved on April 6, 2016.

Beginning July 1, 2016, Omnitrans proposes a revision in Personnel Policy #603, Retirement Plan, which would require Management Confidential employees to pay the entire seven percent (7%) employee PERS contribution through payroll deduction. In addition, Omnitrans proposes a corresponding seven percent (7%) increase in salary to offset the deduction. The cost to Omnitrans for this change is \$57,784.17, which covers a higher salary base for FICA, SDI, and

the Employers PERS contribution. The seven percent (7%) that the Agency has paid toward the employee PERS contribution would instead be paid in salaries.

CONCLUSION

If recommended by the Executive Committee, this item would be presented to the Administrative and Finance Committee on April 14, 2016, seeking its recommendation for adoption to the Board of Directors, which would be presented at the May 4th Board Meeting and incorporated in the Fiscal Year 2017 budget.

PSG:ME



SUBJECT

Retirement Plan

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: May 4, 2016

DATE: ~~May 5, 2004~~

I. Purpose

To state Omnitrans' policy on the retirement plan.

II. Scope

All Departments

III. Procedure

- A. All Omnitrans employees are covered under the California State Public Employees' Retirement System (PERS), and are required to become members beginning the first day of employment in accordance with Omnitrans' contract with PERS. Omnitrans pays both the employer contribution and of the employee contributions to the plan for all Management and Confidential unit employees. Beginning in the fiscal year 2017 the employee will pay the full employee contribution. Positions represented by an MOU will be paid in accordance with their respective MOUs.

- B. Employees desiring information on retirement should contact the Human Resources Office at least three (3) months prior to date of retirement. Questions pertaining to retirement should be directed to the Human Resources Department or contacting our San Bernardino PERS Regional Office at 909 806-4830.

ITEM # E4

DATE: April 5, 2016
TO: Board Chair Sam Spagnolo and Members of the Executive Committee
FROM: P. Scott Graham, CEO/General Manager
**SUBJECT: NEW POSITIONS; PERSONNEL POLICY #402 SALARY RANGES –
MANAGEMENT CONFIDENTIAL CLASSIFICATIONS**

FORM MOTION

Support and move forward to the Administrative and Finance Committee seeking its recommendation to the Board of Directors, to adopt proposed revisions to Personnel Policy #402, Salary Ranges, Management Confidential Classifications for non-represented employees, effective July 1, 2016, as follows:

1. New Classifications – Approve three (3) new positions to be effective July 1, 2016: Director of Rail Operations, Rail Compliance Officer and In-House Legal Counsel at an annual cost of \$501,511.18 for wages and benefits.
2. Salary Ranges – Increase salary levels I through IX by seven percent (7%) to cover the PERS Employee contribution that will be deducted from Management Confidential employees through payroll deduction. Note: Applies only if the Board of Directors approves proposed changes to Personnel Policy 603 – Retirement Plan.

BACKGROUND

Background for Motion 1: Omnitrans Personnel Policy 402 – Salary Ranges, Management Confidential Classifications for non-represented employees was last updated March 2, 2016, for the Consolidated Transportation Services Agency positions for the new Special Transit Services Department.

The “Redlands Passenger Rail Project (RPRP) - Operations/Maintenance and Vehicle Selection Study, Final Report July 2015” prepared for SANBAG by Parsons Brinckerhoff, identified Omnitrans as the managing agency for the RPRP Maintenance of Equipment and Rail Operations. As a result, in February 2016, the Omnitrans Board of Directors authorized the CEO/General Manager to begin negotiations with the San Bernardino Associated Governments to provide these services. Although operation of the RPRP is not scheduled to begin until 2020, construction of various improvements will begin in 2017. Therefore, it is vital that Omnitrans add two new positions related to the RPRP, the Director of Rail Operations, Level II, and the Rail Compliance

Officer, Level III. It should be noted that while these positions are being added to Omnitrans Classification structure effective July 1, 2016, the positions will not be required until March 2017. The two rail positions will be funded by SANBAG.

In February 2016, County Counsel Jean-Rene Basle notified Omnitrans that the County can no longer continue to provide legal counsel to Omnitrans that they have provided for the past forty years, after July 1, 2016. Therefore, a new position for Legal Counsel, Level 1, has been created.

The Job Descriptions for the three new positions are attached.

Background for Motion 2: If the Board of Directors approves the proposed changes to Policy 603 Retirement Plan (see prior agenda item) to require Management Confidential employees to pay the full seven percent (7%) PERS employee contribution through payroll deduction with a corresponding salary increase, Personnel Policy #402 – Salary Ranges – Management Confidential Classifications requires amending to increase levels I (1) thru IX (9) by seven percent (7%) to cover the Employee contribution to PERS previously paid by the Agency in benefits.

FUNDING SOURCE

Motion 1: The addition of the three new positions have an annual cost of \$501,511.18 for wages and benefits; the FY17 budget impact is \$292,640 (Legal \$188,205, \$104,435 for the two (2) rail positions for four (4) months.

Motion 2: The impact to the Fiscal Year 2017 budget as a result of the proposed revisions to Personnel Policy 402 - Salary Ranges – Management and Confidential Classifications is \$57,784.17, to cover the increased cost of FICA, SDI and Employer PERS as a result of the increased salary base. If approved, this additional cost will be included in the proposed Fiscal Year 2017 budget scheduled for adoption in May 2016.

Note: Overall impact of Policy 402 on the budget for FY17 is \$350,424.17, of which \$104,435 will be funded by SANBAG.

Department: All
Account: Salaries and Benefits

_____ Verification of Funding Source and Availability of Funds
(Verified and initialed by Finance)

CONCLUSION

If recommended by the Executive Committee, this item would be presented to the Administrative and Finance Committee on April 14, 2016, seeking its recommendation for adoption to the Board of Directors, which would be presented at the May 4th Board Meeting and incorporated in the Fiscal Year 2017 budget.

PSG:ME

OMNITRANS

Job Description – New Position -DRAFT

Job Title: Director of Rail Operations
Department: Rail
Reports to: CEO/ General Manager
FSLA Status: Exempt – at will – Level II
Approved By: Board of Directors
Approved Date: Proposed July 1, 2016

SUMMARY

Under general direction of the CEO/General Manager, the Director of Rail Operations is responsible for contract oversight of rail operations, and the high quality, cost-effective delivery of Agency commuter services. S/he ensures that Agency operations, within scope of responsibility, are maintained and operated in a safe and efficient manner and that services are operated in compliance with the specifications and regulations of the Federal Transit Administration (FTA), the Federal Rail Association (FRA), the California Public Utilities Commission (CPUC) and other regulatory and governing agencies. The position is distinguished by its overall responsibility and contractual oversight and administration of all aspects of rail operations. Emphasis is placed on developing and maintaining a system wide organizational culture focused on safe, high quality, cost-effective service delivery. Continuously works to improve customer service by ensuring all applicable operational personnel are properly trained and complaints are tracked, trended, and addressed in an expedient manner. The position is designated as Safety-Sensitive under Agency authority (non-DOT) and will participate in a random testing pool under those guidelines.

DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Administers contract rail operations and is responsible for contract compliance.

Oversees Rail Operations capital projects, design, review, construction, and implementation.

Ensures coordination and cooperation of services among assigned units and other agency departments.

Develops and maintains programs and procedures related to rail service operations within the guidelines, rules, and regulations required by State and Federal agencies.

Works with Contracts Department staff to develop, enhance, revise, or amend contracts as necessary to adopt to changes in service requirements and conditions. Ensures that contractors comply with all Omnitrans, local, State, and Federal rules and regulations.

Coordinates with Agency staff in the development and maintenance of safety and security programs, passenger amenity programs, rail system customer service, and marketing efforts.

Job Title: Director of Rail Operations

Page 2

Implements rail system emergency programs and coordinates system response to rail system and service emergencies.

Develops and maintains cost effective service delivery.

Prepares and participates in regulatory agency audits. Monitors transit mode performance and coordinates corrective actions and plans to continuously improve service delivery.

Oversees configuration control program for rail operations.

Develops, maintains, and coordinates rail system relationships and interactions with Burlington Northern and Santa Fe Railway, AMTRAK, SCRRA and freight agencies, Metrolink, and local governments and districts affected by rail line, regulatory agencies, and emergency response agencies.

Maintains current knowledge of applicable Federal, State, and industry regulations, rules, standards and accepted best practices to ensure ongoing Omnitrans awareness and familiarity with all regulatory issues.

Assists in negotiations of third party agreements.

Develops and leads presentations on transportation issues to Omnitrans Board of Directors and/or other entities/individuals as directed by the CEO/GM. Communicates effectively before the Board of Directors, public agencies, the business community, labor unions, and the public.

Conducts research and prepares reports and indicators on rail performance. Directs studies being conducted, investigations, and analysis at the direction of executive staff and Board of Directors, including reports of findings of findings and recommendations.

Assists in the development of department budget and related activities (goals, major priorities, and the development of strategies and resolution of major problems).

Responsible to the hiring, training, supervising, reviewing, disciplining, and terminating subordinate staff as needed and in accordance with Agency policy. Familiar with union labor agreements.

Communicates and implements safety rules, policies, and procedures in support of the agency's safety vision and goals; maintains accountability for the safety performance for all subordinate employees.

Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES

Carries out supervisory responsibilities in accordance with the organization's policies, labor contracts and applicable laws. Responsibilities include interviewing, hiring recommendations, and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's degree (B.A.) from a four-year college or university in related field and a minimum of 10 years of directly related experience in a passenger railroad, rail transit or public transit operating environment, including supervisory/management experience. Must be able to become General Code of Operating Rules (GCOR) Qualified on Omnitrans railroad properties.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

OTHER SKILLS AND ABILITIES

- Knowledge of U.S. Federal, State, local and rail transit industry safety, operations, mechanical, and maintenance procedures, standards, and practices.
- Working knowledge of rail passenger service delivery.
- Ability to create and maintain good working relationships through excellent communication and teambuilding skills, including the ability to engage successfully with both internal and external contacts and the public.
- Strong analytical and critical thinking skills; ability to gather, organize, and present data to appropriate sources, ability to interpret and apply local, state, and federal rules and regulations accurately and effectively.
- Ability to respond in-person to system emergencies and system problems on any shift and under any weather or time-of-day circumstances; on call 24/7.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, and the basic algebra and geometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

COMPUTER SKILLS

Must be familiar with current business operating systems, software and programs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions.

The noise level in the work environment is usually moderate.

OMNITRANS

Job Description – New Position

Job Title: Rail Compliance Officer
Department: Rail
Reports to: Director of Rail
FSLA Status: Exempt – Level III
Approved By: Board of Directors
Approved Date: Proposed July 1, 2016

SUMMARY

Under direction of the Director of Rail, the Rail Compliance Officer assists in the daily management and contract oversight of rail operations and the high quality, cost-effective delivery of rail services. S/he ensures that Agency operations, within assigned scope of responsibility, are maintained and operated in a safe and efficient manner and that services are operated in compliance with the specifications and regulations of the Federal Transit Administration (FTA), the Federal Rail Association (FRA), the California Public Utilities Commission (CPUC) and other regulatory and governing agencies.

DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Administers contract rail operations and required paperwork.

Develops and maintains programs and procedures related to rail service operations within the guidelines, rules and regulations required by State and Federal agencies.

Coordinates with Agency staff in the development and maintenance of safety and security programs, passenger amenity programs, and rail system customer service and marketing efforts.

Implements rail system emergency programs and coordinates system response to rail system and service emergencies.

Develops and maintains cost effective service delivery.

Maintains quality control and quality control programs.

Conducts contract management oversight and prepares monthly reports for Agency staff.

Develops, maintains and coordinates rail system relationships and interactions with local governments and districts affected by rail line, regulatory agencies, and emergency response agencies.

Develops, maintains, and coordinates relationships with other District departments and functions.

Job Title: Rail Compliance Officer
Page 2

Maintains up-to-date knowledge of applicable Federal, State, and local rail/transit industry regulations, rules, standards and accepted best practices to ensure ongoing awareness and familiarity with all regulatory issues.

Participates in development and management of department budgets.

Conducts research and prepares reports and indicators on rail performance.

Responsible for the hiring, training, supervising, reviewing, disciplining, and terminating subordinate staff as needed in accordance with Agency policy.

Responds to emergency system failures, service disruptions, incidents, and accidents involving Agency operations and/or assets. Coordinates with Metrolink, SCRRA, Amtrak, BNSF, and local law enforcement, regulatory agencies, and emergency responders.

Prepares for and participates in FRA, CPUC, FTA, and Agency audits.

Performs project management duties as assigned by the Director of Rail.

Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES

Carries out supervisory responsibilities in accordance with the organization's policies, labor contracts and applicable laws. Responsibilities include interviewing, hiring recommendations, and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's degree (B.A.) from a four-year college or university in related field and 5 - 7 years of directly related experience in a passenger railroad, rail transit or public transit operating environment, including supervisory/management experience.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

OTHER SKILLS AND ABILITIES

Knowledge of:

- Rail passenger service delivery, preferably in commuter and light rail domain
- Maintenance of equipment and FRA and CPUC regulations
- Track and rail vehicle repair
- Federal regulations and inspection timing regulations, and APTA safety standards as they pertain to rail rolling stock and operation.
- Industrial safety concepts and program development and application.

Strong communication skills, both verbal and written, including the ability to prepare and deliver clear and concise reports. Strong analytical and critical thinking skills; ability to gather, organize, analyze and present data to appropriate sources. Demonstrated use of discretion and judgment in execution of duties. Must be able to manage and maintain simultaneous, transitional, and emerging priorities. Must be available by phone and be able to respond in-person to system emergencies and system problems at any time and under any weather or time-of-day circumstances.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, and the basic algebra and geometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

COMPUTER SKILLS

Must be familiar with current business operating systems, software and programs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions.

The noise level in the work environment is usually moderate.

DRAFT

OMNITRANS

Job Description – New Position -DRAFT

Job Title: Legal Counsel
Department: Administration
Reports to: CEO/ General Manager
FSLA Status: Exempt – at will, Level 1
Approved By: Board of Directors
Approved Date: Proposed July 1, 2016

SUMMARY

Under general direction of the CEO/General Manager, the position of Legal Counsel will provide a broad range of legal services directed at promoting the objectives of Omnitrans while protecting the agency from risk and loss.

S/he ensures that Agency operations, within scope of responsibility, are maintained and operated in a safe and efficient manner and those services are operated in compliance with the specifications and regulations of the California Labor Law, Federal Transit Administration (FTA), and other regulatory and governing agencies. The position is distinguished by its overall responsibility and contractual oversight and administration of all aspects of operations.

DUTIES AND RESPONSIBILITIES *This list is illustrative only and is not a comprehensive list of all functions and duties performed by an employee in this position. Employees are required to be in attendance and prepared to begin work at their assigned work location on the specified days and hours. Factors such as regular attendance at the job are not routinely listed in job descriptions, but are an essential function. Essential duties and responsibilities may include, but are not limited to the following.*

- Provides legal advice to the Board of Directors, CEO/General Manager and staff on a wide range of legal matters.
- Provides legal advice and represents in matters involving litigation, administrative hearings, proceedings, and negotiations; explains, justifies and defends programs, policies and activities; negotiates and resolves sensitive, significant and controversial issues.
- Prepares legal documents; reviews and approves contracts as to legal form and administrative actions; performs a wide variety of complex legal research; issues legal opinions on behalf of Omnitrans.
- Manages the oversight of outside legal counsel.
- Responds to requests concerning legal issues; presents and explains legal issues and opinions in public meetings.
- Works with counsel of other agencies on legal issues including SANBAG and Omnitrans' member agencies.
- Manages legal representation of the Board, CEO/General Manager and staff in civil actions, administrative/regulatory proceedings and a wide range of transactional matters.

Job Title: Legal Counsel

Page 2

- Provides advice to the Board in its own proceedings and other administrative, regulatory, and legislative matters.
- Collaborates in the oversight of the claims and litigation risk management function. Collaborates in recommendations for contract counsel for claims and suits against or by Omnitrans.
- Provides advice on legal issues affecting operations and capital improvement functions, open meeting and government laws, conflict of interest, procurements, contracts, legislation, personnel matters, policies, and compliance with general State and federal regulations.
- Provides advice on Omnitrans policy development and application including personnel, ethics, contracting and other policies.
- Performs other related duties as required.

SUPERVISORY RESPONSIBILITIES

Carries out supervisory responsibilities in accordance with the organization's policies, labor contracts and applicable laws. Responsibilities include interviewing, hiring recommendations, and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

A Juris Doctorate from an accredited law school and a member in good standing of the State Bar of California; AND ten years of increasingly responsible legal counsel experience advising public agency clients.

Knowledge of:

- Specific laws relevant to California local government agencies, federal and State transportation law, public contracting.
- General principles and practices of government administration, including organizational structure, multi-jurisdictional coordination, operations management and budgeting.
- State, federal and regional government structure, processes and resources.
- Public policy principles, practices, and processes.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business

Job Title: Legal Counsel

Page 3

correspondence and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

OTHER SKILLS AND ABILITIES

- Interpreting and applying State and federal statutes, rules, codes and regulations.
- Using initiative and independent judgment within established procedural guidelines.
- Using tact, integrity and good judgment in a variety of difficult administrative and legal situations.
- Preparing and presenting reports and recommendations on goals and achievements.
- Speaking in public and effectively presenting Omnitrans information.
- Supervising staff and evaluating staff performance.
- Assessing and prioritizing multiple tasks, projects and demands.
- Establishing and maintaining effective working relationships with other employees, public officials, and representatives from other regional organizations and government agencies.
- Communicating effectively verbally and in writing.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, and the basic algebra and geometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

COMPUTER SKILLS

Must be familiar with current business operating systems, software and programs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

Work is performed in a standard office environment.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

DRAFT



SUBJECT

Salary Ranges
Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed July 6, 2016

DATE: March 2, 2016

I. Purpose

To state Omnitrans' policy on salary ranges for Management and Confidential classifications.

II. Scope

All Departments

III. Procedure

- A. The Director of Human Resources Safety & Regulatory Compliance is responsible for compensation administration and will modify and issue, from time to time, pay ranges and guidelines for salary adjustments as approved by the Board of Directors.
- B. The CEO may increase the range to accommodate salary in lieu of providing an agency vehicle when necessary.

Classification	Minimum	Mid-Point	Maximum
<u>Level I</u>	8497	10549	12600
Deputy General Manager	9091	11287	13482
Legal Counsel			
<u>Level II</u>	7400	9188	10977
Director of Finance	7918	9831	11745
Director of HR SRC			
Director of Information Technology			
Director of Internal Audit			
Director of Maintenance			
Director of Marketing & Planning			
Director of Operations			
Director of Procurement			
Director of Special Transportation Services			
Director of Rail Operations			
<u>Level III</u>	6162	7635	9108
Accounting Manager	6593	8169	9745
Contracts Manager			
Development Planning Manager			
Employee Relations Manager			
Facility Manager			
Maintenance Manager			
Safety & Regulatory Compliance Manager			
Service Planning Manager			
Transportation Manager			



SUBJECT

Salary Ranges
Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed July 6, 2016

DATE: March 2, 2016

Treasury Manager
Rail Compliance Officer

<u>Level IV</u>	5667	6678	7690
Database Administrator	6063	7145	8228
Materials Manager			
Network Administrator			
Technical Services Manager			
System Coordinator			

<u>Level V</u>	4824	5825	6711
Application Developer	5161	6232	7180
Application Specialist			
Executive Assistant to the CEO/GM			
Assistant Transportation Manager			
Contract Administrator			
Customer Service Manager			
Dispatch Supervisor			
Facility Supervisor			
Fleet Safety & Training Supervisor			
HR Leave Administrator			
Security & Emergency Preparedness Coordinator			
Maintenance Supervisor – Special Transportation Services			
Marketing Manager			
Office Administrator – Special Transportation Services			
Programs Administrator – Special Transportation Services			
Safety & Regulatory Compliance Specialist			
Senior Financial Analyst			
Shift Supervisor			
Systems Engineer			
Web Designer			

<u>Level VI</u>	4249	5091	5933
Accountant	4546	5447	6348
Field Supervisor			
Fleet Safety & Training Instructor			
Human Resources Analyst			
Human Resources Specialist			
Network Technician			
Scheduling Analyst			
Operations Services Supervisor			
Sales Supervisor			
Stops and Stations Supervisor			



PERSONNEL POLICY MANUAL

SUBJECT

Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed July 6, 2016

DATE: March 2, 2016

<u>Level VII</u>	3953	4738	5523
Contract Review Analyst	4229	5069	5909
Department Senior Secretary			
Dispatcher			
Marketing Specialist			
Planner I			

<u>Level VIII</u>	3383	3940	4498
Administrative Secretary	3619	4215	4812
Fleet Analyst			
Human Resources Assistant			
Payroll Technician			
Warranty Coordinator			

<u>Level IX</u>	2841	3318	3796
Human Resources Clerk	3039	3550	4061
Administrative Assistant – Special Transportation Services			
Class B Technician – Special Transportation Services			
Client Relations Coordinator – Special Transportation Services			
Travel Trainer – Special Transportation Services			

When range changes occur every two years, Management & Confidential employees will maintain the same placement (compa ratio) in the new range.

The following classifications are for Capital Projects and are mandated by the FTA:

<u>Level I</u>	8497	10549	12600
Program Manager	9091	11287	13482

<u>Level II</u>	7400	9188	10977
Construction Manager	7918	9831	11745

<u>Level III</u>	6162	7635	9108
Quality Assurance Manager	6593	8169	9745

<u>Level IV</u>	5667	6678	7690
Construction Safety Manager	6063	7145	8228
Senior Contract Administrator			

<u>Level VI</u>	4249	5091	5933
Project Analyst	4546	5447	6348

<u>Level VIII</u>	3383	3940	4498
Adm Secretary-Capital Projects	3619	4215	4812