



ADMINISTRATIVE AND FINANCE COMMITTEE
THURSDAY, DECEMBER 10, 2015 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

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

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: Thursday, January 14, 2016, 8:00 a.m.
Omnitrans Metro Facility Board Room

C. COMMUNICATIONS FROM THE PUBLIC

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

D. POSSIBLE CONFLICT OF INTEREST ISSUES

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

N/A

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – November 12, 2015
2. Recommend to Board of Directors, Adoption of Proposed Amended and Restated Joint Powers Agreement, to include any recommended changes by the Committee

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F. ADJOURNMENT

ITEM # _____ E1 _____

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, NOVEMBER 12, 2015**

A. CALL TO ORDER

Committee Chair Ed Graham called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, November 12, 2015.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Council Member Ed Graham, City of Chino Hills – Committee Chair
Mayor Carey Davis, City of San Bernardino
Mayor Paul Eaton, City of Montclair
Council Member Pat Gilbreath, City of Redlands
Mayor Ray Musser, City of Upland
Council Member Dick Riddell, City of Yucaipa
Council Member John Roberts, City of Fontana
Mayor Pro Tem Alan Wapner, City of Ontario

Committee Members Not Present

Supervisor Curt Hagman, County of San Bernardino
Mayor Pro Tem Sylvia Robles, City of Grand Terrace

Others Present

Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga

OmniTrans Administrative Staff Present

P. Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Jack Dooley, Director of Maintenance
Samuel Gibbs, Director of Internal Audit Services
Andres Ramirez, IPMO Manager
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Maurice Mansion, Treasury Manager
Ray Maldonado, Employee Relations Manager
Vicki Dennett, Executive Assistant to CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, December 10, 2015, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

There were no comments from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflict of interest issues identified.

Member Wapner arrived at 8:02 a.m.

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – October 15, 2015

M/S (Eaton/Gilbreath) that approved the Committee Minutes of August 13, 2015. Motion was unanimous by Members present.

2. Adopt Proposed Administrative & Finance Committee Meeting Schedule for 2016.

The proposed schedule is the same as the current 2015 schedule, which is 8:00 a.m., the second Thursday after the Omnitrans Board Meeting.

M/S (Gilbreath/Roberts) that adopted the proposed 2016 Committee Meeting Schedule. Motion was unanimous by Members present.

3. Recommend to Board of Directors, Receive and File Construction Progress Report No. 41 through October 31, 2015 - sbX E Street Corridor BRT Project

IPMO Manager Andres Ramirez presented the Construction Progress Report No. 41 for the period through October 31, 2015.

Project Budget: \$191.7 M

Expended to Date: \$175.9 M

Estimate at Completion: \$188.4 M

Lost Time Injuries: Zero with over 488,000 MH worked.
424,000 for the Corridor
64,000 for the VMF

Vehicle Maintenance Facility:

- Achieved Substantial Completion on June 15, 2015 and began using June 16.
- Final change order with contractor complete.
- Punch-list items and close-out documents are being wrapped up.

E Street Corridor:

- World Oil work is projected to commence next week and is scheduled to take 120 days.
- 10th to Highland:
Notice to Proceed has been issued, and street work began November 9, 2015.
- PA System:
Design efforts are finalized. Projected to be presented for release by the Board in January 2016.
- Traffic Signal Synchronization:
Phase 1 Traffic Signal timing coordination is complete.

This item was received by the Committee and will be forwarded to the Board of Directors for receipt and file.

4. Receive and File Omnitrans' Director of Finance Report on Price of Compressed Natural Gas

Director of Finance Don Walker presented this item. The demand for natural gas is expected to increase as the weather turns cold, as is the price of natural gas. In summary, Omnitrans will continue to monitor the price of natural gas on the open market to determine if and when it would be prudent to implement a new hedging program. The current hedging price has decreased, and we would have lost money if we had continued the program beyond August 2015.

This item was received and filed by the Committee.

5. Receive and forward to the Board of Directors for receipt and file the results from the risk assessment and the FY 2016 Internal Audit Workplan

Director of Internal Audit Samuel Gibbs presented this item. Sam discussed the use of Forced Passes. Farebox exceptions are rare, and haven't happened in the last 18 months. The sub-lease of building space at I Street was discussed. There hasn't been a lease increase since 2008. Improvements to the appearance of the building continue. The Employee Recreation Club (ERC) hosts events at least monthly, and families are welcome to participate. The audit perspective to the ERC has to do with the amount of money that the ERC handles.

This item was received and will be forwarded to the Board for receipt and file.

F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:25 a.m. The next Administrative and Finance Committee Meeting is scheduled Thursday, December 10, 2015, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Christine Vega, Administrative Secretary

ITEM # E2

DATE: December 10, 2015

TO: Committee Chair Ed Graham and
Members of the Administrative and Finance Committee

FROM P. Scott Graham, CEO/General Manager

**SUBJECT: PROPOSED AMENDMENT TO OMNITRANS
JOINT POWERS AGREEMENT**

FORM MOTION

Recommend to Board of Directors, adoption of the proposed Amended and Restated Joint Powers Agreement, to include any recommended changes by the Committee.

BACKGROUND

In May 2015, the Omnitrans Board of Directors authorized Omnitrans to begin the process of amending the Joint Powers Agreement (JPA) with the ultimate goal of presenting a proposed new Joint Powers Agreement to the Board of Directors for approval by June 2016.

With guidance from County Counsel, Omnitrans met with the Board Executive Committee in June and August 2015 to review the existing JPA. As a result of these meetings, recommended changes have been proposed for consideration.

In early October 2015, a copy of the existing Joint Powers Agreement, along with a redlined copy of the proposed changes, and a draft clean copy of the agreement were distributed to the Omnitrans Board of Directors, the County Chief Executive Officer, and the City Managers and City Clerks of each member entity. It was requested that the documents be reviewed by their appropriate staff and legal counsel, with comments and questions regarding the proposed changes to be forwarded to Omnitrans for discussion at the Administrative and Finance Committee meeting scheduled December 10, 2015. In response to this request, comments/questions were received from three member cities.

All Board Members, the County Chief Executive Officer, JPA Member City Managers and City Clerks will also receive this agenda packet (electronic only) and are invited to attend the Committee meeting and join in the discussion.

Legal Counsel Carol Greene will lead the discussion on the proposed changes to the Joint Powers Agreement and will also address the comments/questions received from JPA members regarding the proposed changes.

Included with this memorandum are the following documents:

Attachment No. 1 - Current JPA, including amendments

Attachment No. 2 - Draft Redlined Copy – Proposed by Executive Committee/Legal Counsel

Attachment No. 3 - Draft Clean Copy

Attachment No. 4 – Comments/Questions from JPA Member Cities

CONCLUSION

Approval of the recommended action will move the Proposed Amended and Restated Joint Powers Agreement forward to the Board of Directors for adoption. Once adopted by the Board of Directors, the Amended and Restated Joint Powers Agreement will have to be presented to each JPA Member City/County for adoption. Once adopted by all member agencies, the Amended and Restated Joint Powers Agreement would become the governing document of Omnitrans.

PSG/vd

ATTACHMENT 1
CURRENT JOINT POWERS AGREEMENT

JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN BERNARDINO AND THE CITIES OF
CHINO, COLTON, FONTANA, LOMA LINDA,
MONTCLAIR, ONTARIO, REDLANDS, RIALTO,
SAN BERNARDINO AND UPLAND
CREATING A COUNTY WIDE TRANSPORTATION
AUTHORITY TO BE KNOWN AS "OMNITRANS".

THIS AGREEMENT, dated for convenience on the 8th day
of March, 1976, is entered into by and between the COUNTY
OF SAN BERNARDINO and the Cities of CHINO, COLTON, FONTANA, LOMA
LINDA, MONTCLAIR, ONTARIO, REDLANDS, RIALTO, SAN BERNARDINO and
UPLAND, all of which are bodies politic in the STATE OF CALIFORNIA;

WITNESSETH:

WHEREAS, the County of San Bernardino (hereinafter some-
times referred to as "County") and the Cities of Chino, Colton,
Fontana, Loma Linda, Montclair, Ontario, Redlands, Rialto, San
Bernardino and Upland, (hereinafter sometimes referred to as "Cities")
have a mutual interest in deciding upon and implementing a public
transit system to serve all the parties, and

WHEREAS, certain transit service authorities now serve
sub-areas of the County, utilizing either the County of San Bernar-
dino or San Bernardino Transit System as transit operators; and

WHEREAS, the parties now wish to better coordinate transit
efforts by creating a single umbrella agency which will provide
transit services as requested by the transit service authorities,
and will serve the transit needs of the entire County of San Bernar-
dino and other areas as required.

NOW, THEREFORE, the County and Cities above mentioned, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. PURPOSE.

Each party to this Agreement has the power to own, maintain, and operate a public transportation system. Under authority of Title 1, Division 7, Chapter 5, as amended, of the Government Code of the State of California, the parties desire by joint exercise of their common power, to create and constitute a new public transportation entity separate and distinct from each of the parties to be known as "Omnitrans", which will own, maintain, operate and administer a public transportation system. This new transportation system will serve as a unifying umbrella agency to coordinate service desires of the various transit service authorities throughout San Bernardino County, and to provide such service either directly or through subcontract with other operators. The transportation system will initially absorb the public transportation operations of the San Bernardino Transit System, and the County of San Bernardino Transportation Department's Public Transit Division, which presently serve the parties. The new entity will provide a standardized system of fares, a universal system of transfers, and expanded transit services and facilities for the benefit of the citizens of the parties. It is anticipated that the expertise, efficiencies, and economies

resulting from the joint effort, and the utilization of available assistance programs will lend impetus to the new transit entity in developing an expanded County wide public transportation service.

SECTION 2. CREATION OF AUTHORITY.

Pursuant to Section 6506 of the California Government Code there is hereby created a public entity to be known as "Omnitrans", and said Authority shall be a public entity separate and apart from the Cities and County which are parties to this Agreement.

SECTION 3. GOVERNING BOARD.

A. Membership.

The Authority (Omnitrans) shall be administered by a Board of Directors. The membership of the Board of Directors shall consist of an officially designated Mayor or Council Member from each member City and all five Supervisors of the County of San Bernardino. Each City representative may have one alternate who shall be a Mayor or City Council Member officially designated by the City Council. The County representatives shall have no alternates. The alternates shall serve in an official capacity and be entitled to vote only in the absence of the official representatives.

B. Voting.

Each member of the Board of Directors shall have one vote, provided, however, that upon the call of any

Board member, a weighted voting shall be used which entitles each member agency to one additional vote for each \$5,000 of capital asset value (rounded to the nearest 5,000) contributed to Omnitrans in the name of the member agency as of the preceding June 30 or December 31. Total capital asset value contributed by each member less depreciation shall be computed by the Controller designated in Section 3 D of this Agreement and such computation will control in determining weighted votes. The weighted votes to which the County is entitled shall be divided equally among those Supervisors present. The weighted votes of any single representative shall not be split. The weighted voting of any single member agency shall not of itself, constitute a majority vote. A quorum shall consist of a majority of the membership of the Board of Directors, except that less than a quorum may adjourn from time to time. All actions taken by the Board shall require a majority vote of the members present, with a quorum in attendance, provided, however, that adoption of By-laws, amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board (majority of total weighted votes of all parties if weighted voting is called for). An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance.

C. Meetings.

(1) Regular Meetings.

The Board of Directors shall provide for its regular meetings; provided, however, it shall hold at least one (1) regular meeting during each quarter of each fiscal year. The dates, hour, and place of the holding of the regular meetings shall be fixed by the Board by resolution.

(2) Ralph M. Brown Act.

All meetings of the Governing Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

(3) Minutes.

The Secretary of the Board shall cause to be kept minutes of regular, adjourned regular, and special meetings of the Governing Board, and shall cause a copy of the minutes to be forwarded to each member of the Board and to each of the parties hereto.

D. Officers.

The Board shall select a Chairman, a Vice Chairman, and other necessary officials. The Secretary shall be the General Manager of Omnitrans. The Treasurer of the Authority shall be the Treasurer of the City of San Bernardino to be the depositary and have custody of all money of the Authority

from whatever sources. The Controller of the Authority shall be the Finance Director of the City of San Bernardino who shall draw all warrants to pay demands against the Authority. The Attorney for the Authority shall be designated by the Board. The public officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in accordance with Section 6505.1 of the California Government Code. The Authority shall have the authority to appoint or employ such other officers, employees, consultants, advisors, and independent contractors as it may deem necessary.

E. Functions.

The Board of Directors shall perform the following functions:

- (1) Adopt the budget;
- (2) Appoint a General Manager;
- (3) Appoint a technical committee;
- (4) Establish policy, including but not limited to:
 - (a) Uniform fares;
 - (b) Marketing;
 - (c) User information.
- (5) Adopt rules and regulations for the conduct of business; and
- (6) Perform such other functions as are required to accomplish the purposes of this Agreement.

SECTION 4. POWERS.

Omnitrans shall have the common power of the parties to own, operate and maintain a public transit system; and, in the exercise of the power under this Agreement, Omnitrans is authorized in its own name to:

- (1) Sue and be sued;
- (2) Employ agents and employees and contract for professional services;
- (3) Make and enter contracts;
- (4) Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- (5) Acquire and convey real and personal property;
- (6) Incur debts, obligations and liabilities, provided, however, the debts, obligations and liabilities incurred by Omnitrans shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- (7) Invest funds not required for immediate use as the Board determines advisable -- in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code; and
- (8) Do all other acts reasonable and necessary

to carry out the purpose of this Agreement.

Such powers are subject to the statutory restrictions upon the manner of exercising the powers of the City of San Bernardino.

SECTION 5. FISCAL YEAR.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the twelve (12) month period from July 1 to and including the following June 30.

SECTION 6. FINANCIAL SUPPORT.

At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be provided by the various contracting entities for the ensuing fiscal year. A separate route mileage charge for each transit division shall be utilized for calculating contractual fees. Any unanticipated or unusually large overhead or administrative charges incurred by a transit division shall also be charged to said division. In the use of sub-contractor service, Omnitrans shall determine an appropriate percentage override to equitably fund overall Omnitrans activities.

SECTION 7. GENERAL MANAGER.

The General Manager of San Bernardino Transit System shall be the first General Manager of Omnitrans and shall

serve at the pleasure of and upon the terms prescribed by the Board of Directors.

The General Manager shall be responsible for carrying out the policy and directives of the Board of Directors.

The duties of the General Manager shall include:

- (1) The preparation and submission to the Board of Directors of the annual operating and capital improvement budgets as provided in Section 6 of this Agreement.
- (2) The appointment, assignment, direction, supervision, and subject to the personnel rules adopted by the Board of Directors, the discipline or removal of Omnitrans employees;
- (3) Advising the Board of Directors concerning all matters relating to the operation of Omnitrans and the various programs of work, promotion and expansion;
- (4) Providing periodic financial reports covering Omnitrans and its operations in the manner and at the times determined by the Board of Directors; and
- (5) Approving for payment, under the procedure adopted by the Board of Directors, all valid demands against Omnitrans.

SECTION 8. TREASURER.

The Treasurer of the Authority shall receive, have custody of, and disburse Authority funds pursuant to the accounting procedures developed by the Authority Board as nearly as possible in accordance with normal procedures of the City of San Bernardino, and shall make disbursements required by this Agreement to carry out any of the provisions or purposes of this Agreement.

SECTION 9. CONTROLLER.

The Controller shall issue checks to pay demands against Omnitrans which have been approved by the General Manager. He shall be responsible on his official bond for his approval for the disbursement of Omnitrans money.

The Controller shall keep and maintain records and books of accounts on the basis of the uniform classification of accounts adopted by the State Controller. The books of accounts shall include records of assets, liabilities and of contributions made by each party.

SECTION 10. GETTING STARTED.

A. Organizational Meeting.

The organizational meeting of the Board of Directors shall be called by the Chairman of the Board of Supervisors, who, after consultation with the other members, shall specify the date, time, and place of meeting. The appointees shall meet and organize and shall elect a Chairman and Vice Chairman

from their number, who shall serve for a period to be established by the Board of Directors. The organized Board of Directors shall adopt rules of procedure and shall establish a time for regular meetings, provided, however, that meetings shall be held not less often than four times per year.

At its organizational meeting the Board shall:

- (1) Provide for notice of Joint Exercise of Powers Agreement to be filed with the Secretary of State within thirty (30) days after the effective date of this Agreement;
- (2) Appoint a Technical Committee, which shall perform supportive functions necessary for the well being of the Authority;
- (3) Provide for the selection of an Attorney.

Not later than 120 days following the organizational meeting of its Board, Omnitrans shall complete all required acts and procedures preliminary to initiating public transportation services; and within this time, on a date to be determined by the Board, Omnitrans shall commence and maintain the public transportation service in accordance with this Agreement.

B. Transfer of Assets.

Within the period provided by Subparagraph A (120 days), and prior to initiating public transportation service, the Board of Directors shall accept for Omnitrans

the conveyance and/or assignment of the assets scheduled in Exhibits "A" and "B", which Exhibits are attached to and made a part of this Agreement. Each party shall convey and/or assign, and Omnitrans shall accept, the scheduled assets subject to any encumbrance and any conditions listed. Omnitrans shall assume any outstanding indebtedness and the obligation of any conditions so listed.

C. Employees.

Within the period provided in Subparagraph A (120 days), and prior to initiating public transportation service, Omnitrans shall offer employment to, and shall accept the employment of, the public transportation system employees of San Bernardino Transit System and the San Bernardino County Department of Transportation, Public Transit Division, which employees are identified in Exhibits "C" and "D". Exhibits "C" and "D" are structured to identify the employees as of the actual date of Omnitrans takeover of transportation service. The employment offered by Omnitrans to each designated transportation system employee shall be of substantially the same kind and level as the employment presently enjoyed by the employee. Salary and fringe benefits shall be provided to the fullest extent possible at the current level offered by San Bernardino Transit System.

Omnitrans employees' seniority rights are applicable only within those operating divisions to which they are assigned. Omnitrans management may transfer an

employee between divisions, and the employee may maintain seniority rights, subject to the approval of the Omnitrans Board and the organization representing the Omnitrans employees.

Employment by Omnitrans of the public transportation service employees of San Bernardino Transit System or the San Bernardino County Department of Transportation Public Transit Division, shall be undertaken and accepted in conformance with any rules or restrictions imposed by the provision of existing public transportation grant contracts.

D. Provision of Transit Service.

On the date it initiates transportation service, Omnitrans shall exercise the common power of the parties by providing and maintaining a public transportation service in accordance with the desires of the various Transit Service Authorities. The Transit Service Authorities will determine service characteristics within their jurisdiction, which characteristics will include hours of operation, frequency, and areas or routes to be served. Within Omnitrans capabilities, as determined by the Board of Directors, service may also be provided to points outside the jurisdictional limits of the Transit Service Authorities if so requested. The parties who request extended service will be billed accordingly. Initially, the same fares and at least the same minimum service levels including equipment type shall be maintained by Omnitrans

as was last provided by San Bernardino Transit System or the County, subject to the desire of the local Transit Service Authority to pay for said service under provisions of Section 6. Within Omnitrans capabilities, expanded transportation services, routes, and facilities shall be provided. As determined, Omnitrans shall provide a standardized system of fares and a uniform system of transfers.

For a period commencing upon the effective date of this Agreement and terminating July 1, 1980, Omnitrans shall maintain the central maintenance and operations headquarters for Omnitrans within the City limits of the City of San Bernardino and during said period shall not remove said central maintenance and operations headquarters from the City of San Bernardino without the City's written permission first obtained.

In the performance of its function, Omnitrans shall seek out and utilize all available programs of assistance and shall establish and maintain close liaison with regional, State, and Federal advisory and regulatory bodies.

E. Organizational Structure.

Omnitrans shall operate utilizing a divisional structure appropriate to serve the needs of the various Transit Service Authorities. Initially, such organizational structure shall substantially conform to the structure outlined in Exhibit "E" which is attached hereto. The organizational structure may later be modified by the

Board of Directors.

SECTION 11. PARTIES' LIABILITY.

Each party to this Agreement, whether individually or collectively, does not assume, nor shall a party be deemed to assume, liability for:

- (1) Any act of Omnitrans or for any act of Omnitrans agents or employees;
- (2) The payment of wages, benefits, or other compensation to officers, agents or employees of Omnitrans; or
- (3) The payment of workmen's compensation or indemnity to agents or employees of Omnitrans for injury or illness arising out of performance of this Agreement.

SECTION 12. ASSIGNABILITY.

With the unanimous approval of, and upon the terms agreed upon by the parties hereto, all or any of the rights and property subject to this Agreement may be assigned to facilitate, under the direction of another, the purpose of this Agreement, provided, however, no right or property of Omnitrans shall be assigned without compliance with all conditions imposed by any State or Federal entity from whom Omnitrans has procured financial assistance.

SECTION 13. ADDITIONAL PARTIES.

Any general purpose local public jurisdiction may

join Omnitrans. Any such jurisdiction so joining shall become a member subject to:

- (1) Approval of the Board of Directors;
- (2) Acquisition of at least \$5,000 of capital asset value of Omnitrans by either purchasing same from an existing shareholder or contributing funds in like amount to the capital asset account of Omnitrans; and
- (3) Execution of this Joint Powers Agreement.

Any such agency meeting the above conditions shall be entitled to appropriate representation on the Board of Directors as provided in Section 3.

SECTION 14. TERM.

This Agreement shall become effective on March 3, 1976 and shall continue in force until terminated by mutual agreement of the parties.

SECTION 15. WITHDRAWAL OF PARTY.

Any party may withdraw from this Agreement as of the first day of July of any year following six (6) months notice to the other parties by resolution of intent to withdraw adopted by the legislative body of the party. A withdrawing party shall be compensated for its total capital asset value contributed less appreciation, by return of capital assets and/or cash payment, over a period not to

exceed five (5) years, the method to be determined by the Board of Directors.

SECTION 16. WINDING UP.

A. General Provision.

If this Agreement is terminated, assigned, or transferred in whole or in part, all assets owned by Omnitrans shall be distributed to the parties. Distribution to each party shall be made in the same proportion as that reflected in the parties' accumulated capital contribution accounts as shown in the Controller's books of accounts. Cash may be distributed in lieu of property or equipment.

If the parties cannot agree as to the valuation of property or to the manner of its distribution, the distribution or valuation shall be made by a panel of three (3) referees. One (1) referee shall be appointed by the objecting entity(ies) and one (1) referee shall be selected and appointed by the Board of Directors, and those referees shall appoint a neutral referee.

This Agreement shall not terminate until all property has been distributed in accordance with this provision; and the winding up and property distribution hereunder shall be effected in the manner calculated to cause the least disruption to existing public transportation service.

B. Repurchase Option - City of San Bernardino.

In the event of dissolution of Omnitrans for

any reason, the City of San Bernardino shall have the first right to purchase the central maintenance facility at 5th and Muscott in the City of San Bernardino and 75% of the appraised value of all motor vehicles and equipment listed in Exhibit "A", provided that during the first five (5) years of this Agreement, the number of vehicles available for said purchase shall be at least equal to the number of vehicles listed in Exhibit "A" hereof. In the event the City of San Bernardino, within thirty (30) days of the date of the establishment of the price as hereinafter set forth, determines the price thus determined to be satisfactory, it shall notify Omnitrans or its representative in writing of its acceptance. Payment of the purchase price shall be accomplished within three (3) years from the date of said acceptance. Should the City of San Bernardino decline to purchase said assets, then Omnitrans shall be free to dispose of said assets in accordance with Paragraph A above and shall not be under any further obligation to the City of San Bernardino. The appraised value of the assets that the City of San Bernardino shall have the first right to purchase shall be determined as follows:

- (1) The City of San Bernardino and Omnitrans shall each appoint a qualified appraiser to determine the fair market value of said assets being acquired by City. In the case of equipment purchased with the assistance of Federal grants, the

appraisers shall determine the appraised value of only the local matching share of said assets being acquired by the City. In the event the two appraisers agree on a purchase price, this shall be the purchase price established for purposes of this repurchase option.

- (2) In the event the two appointed appraisers are unable to agree on the fair market value of the assets, they shall jointly appoint a third independent appraiser and the three appraisers shall arrive at a purchase price for said assets by functioning as an arbitration panel. The purchase price thus established as fair market value, shall be the purchase price established for the said assets by said City from Omnitrans and, the City shall pay said price within three (3) years from the date it accepts said price. The City of San Bernardino shall be required to notify Omnitrans or its representative in writing of its acceptance or rejection of said purchase price within thirty (30) days from the date it is notified of the final price determination. Should the City of San Bernardino decline

to purchase said assets, then Omnitrans shall be free to dispose of the same in accordance with Paragraph A above.

- (3) The parties hereto shall each pay their respective appraisers, and in the event it is necessary to employ the third appraiser, the parties shall equally share the cost.

SECTION 17. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a Court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. SUCCESSORS.

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Dated: March 8, 1976

ATTEST:

Deona Ragsdale
Clerk of the Board

COUNTY OF SAN BERNARDINO

Samuel Newkirk
Chairman, Board of Supervisors

Dated: March 1, 1976

ATTEST:

Joan A. Kuse
City Clerk (Assistant)

CITY OF CHINO

Bob B. McLeod
Mayor

Dated: March 5, 1976

ATTEST:

Shirley A. James
City Clerk

CITY OF COLTON

William J. ...
Mayor

Dated: March 9, 1976

ATTEST:

Patricia M. Murray
City Clerk

CITY OF FONTANA

Frank ...
Mayor

Dated: March 8, 1976

ATTEST:

Gerald Bartlett
City Clerk

CITY OF LOMA LINDA

Ken H. Dickinson
Mayor

Dated: February 26, 1976

ATTEST:

Bethesda L. Hill
City Clerk

CITY OF MONTCLAIR

Harold M. Hayes
Mayor

Dated: February 27, 1976

ATTEST:

Marie Correggia
City Clerk Deputy

CITY OF ONTARIO

Paul A. Inadway
Mayor

Dated: March 8, 1976

ATTEST:

Peggy A. Moseley
City Clerk

CITY OF REDLANDS

Jack Blumming
Mayor

Dated: March 5, 1976

ATTEST:

Joseph H. Sampson
City Clerk

CITY OF RIALTO

Vernon G. Seagr
Mayor

Dated: March 8, 1976

ATTEST:

Lucille G. Ford
City Clerk

CITY OF SAN BERNARDINO

[Signature]
Mayor

Dated: February 26, 1976

ATTEST:

Robert L. Caragher
City Clerk

CITY OF UPLAND

Robert B. Hildeman
Mayor

Dated: 9/19/78

ATTEST:

Lester M. Wasserman

CITY OF RANCHO CUCAMONGA

[Signature]
Mayor

Dated: 4/11/79

ATTEST:

Seth Armistead
City Clerk

CITY OF GRAND TERRACE

Tony Petta
Mayor

Dated: April 26, 1988

ATTEST:

Janice L. Lee
City Clerk

CITY OF HIGHLAND

[Signature]
Mayor Dennis Johnson

Dated: JUNE 6, 1990

CITY OF YUCAIPA

ATTEST:


LESLIE KEANE STRATTON,
CITY CLERK


MAYOR GARY PITTS

Dated: JANUARY 8, 1992

CITY OF CHINO HILLS

ATTEST:


DENISE C. CATTERN,
DEPUTY CITY CLERK


MAYOR GWENN NORTON-PERRY

ASSETS TO BE TRANSFERRED BY
SAN BERNARDINO TRANSIT SYSTEM,
THE CITIES OF COLTON, FONTANA, LOMA LINDA,
REDLANDS, RIALTO, SAN BERNARDINO,
AND THE COUNTY OF SAN BERNARDINO

	<u>Cost/Value</u>
Land, Structures & Improvements	\$ 260,409
Bus Fleet	587,624
Service Vehicles	16,051
Shop Equipment	19,738
Office Furniture and Equipment	5,929
Radio Equipment	19,600
Fare Boxes	<u>10,650</u>
Total Cost/Value	\$ 920,001 =====

RECAP BY AGENCIES

	<u>Amount</u>
Colton	\$ 46,093
Fontana	2,166
Loma Linda	11,914
Redlands	70,403
Rialto	50,726
San Bernardino	420,439
County	<u>318,260</u>
	\$ 920,001 =====

NOTE: Minor adjustments to be made through 6/30/76 for additions, deletions, and depreciation.

LAND, STRUCTURES & IMPROVEMENTS

5th & Muscott Site	\$ 220,909
Bus Benches (300)	9,000
Bus Shelters (12)	6,000
Bus Stop Signs (1,500 +)	<u>24,500</u>
	<u>\$ 260,409</u>
	=====

BUS FLEET

Number Of Bus	Unit No.	Make	Model	Year of Manufacture	Seats	
2	400-401	GMC	TDH-3207	1947	32	\$ 2,000
1	403	GMC	TDH-3207	1947	32	1,000
2	407-408	GMC	TDH-3207	1947	32	2,000
2	500-501	GMC	TDH-3610	1948	36	2,000
1	505	GMC	TDH-3612	1949	36	1,000
1	304	GMC	TDH-3207	1951	31	1,000
4	5101-5104	GMC	TDH-5105	1958	51	16,000
4	300-303	GMC	TGH-3102	1961	31	14,000
15 (1)	800-814	FLX	411-HD-D1-1 A/C	1967	35	61,500
1		GMC	350	1973	18	7,500
5	100-104	MBZ	0309D	1974	19	114,405
16 (2)	1000-1015	FLX	45102-8-1	1975	36	173,109
10 (3)						110,000
15 (4)						<u>82,110</u>
						<u>\$587,624</u>
						=====

(1) UMTA Grant; 33% Paid by SBTS; Total \$184,500

(2) UMTA Grant; 20% Paid by SBTS; Total \$865,545

(3) UMTA Grant; 20% Paid by SBTS; Total \$550,000

(4) UMTA Grant; 17% Paid by SBTS; Total \$483,000

SERVICE VEHICLE

<u>Number</u>	<u>Description</u>	<u>Year of Manufacture</u>	<u>Cost/Value</u>
1	Chevrolet 1/2-ton pick-up, Apache 200	1959	\$ 200
1	Ford Galaxie 4-door sedan, (390)	1967	700
1	Ford 4-door sedan (300)	1963	200
1	Plymouth 4-door sedan (317)	1972	957
1	Ford Courier Compact Pick-up	1974	2,997
2 (1)	Ford Maverick 4-door sedan	1975	1,685
1 (2)	Truck with mounted hoist		<u>9,312</u>
			<u>\$16,051</u> =====

(1) UMTA Grant; 20% Paid by SBTS; Total \$8,426

(2) UMTA Grant; 20% Paid by SBTS; Total \$45,225

GRANTS OUTSTANDING - ASSIGNED TO OMNITRANS

UMTA CA-03-0093 (Portion) & CA-05-0006 (Portion)

9 New 35-foot diesel air-conditioned transit busses, less tires	\$117,328
1 New supervisory vehicle	1,076
1 New bus washer	11,938
1 new bus vacuum	4,778
17 new registering fareboxes	<u>7,926</u>
	<u>\$143,046</u> =====

/4/76

EXHIBIT B

ASSETS TO BE TRANSFERRED BY
THE COUNTY OF SAN BERNARDINO AND THE
CITIES OF CHINO, FONTANA, MONTCLAIR,
ONTARIO AND UPLAND

TRANSIT ASSETS

	<u>Purchase Price</u>
Bus Fleet	\$ 410,107.64
Attached Equipment	16,869.40
Shop Equipment	1,750.16
Office & Misc. Equipment	<u>30,936.41</u>
	\$ 459,663.61

<u>ENTITY</u>	<u>EQUITY</u>
Chino	\$ 40,465.47
Fontana	27,924.27
Montclair	31,727.28
Ontario	26,820.59
San Bernardino County	299,082.97
Upland	<u>33,643.03</u>
	\$ 459,663.61

NOTE: Minor adjustments to be made through 6/30/76 for additions, deletions, and depreciation.

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

BUS FLEET**

<u>QTY.</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR OF MANUFACTURE</u>	<u>SEATS</u>	<u>NUMBERS</u>	<u>PURCHASE PRICE</u>
16	Mercedes	0309D	1974	16	20700-20715	\$ 368,837.60
1	Dodge	Van	1974	16	20720	11,750.10
1	Dodge	Van	1975	16	20722	13,340.10
1	Dodge	Van w/lift	1975	13	20800	16,179.84
						<u>\$ 410,107.64</u>

** Sedans used ty Transit Superintendent, dispatchers and for driver switching, plus pick-up truck for mechanic will be itemized at a future time when required number determined.

ATTACHED EQUIPMENT

<u>QTY.</u>	<u>DESCRIPTION, MAKE AND SERIAL #</u>	<u>PURCHASE PRICE</u>
16	Fuel Tank, 40-gallon	\$ 5,653.44
16	Air Conditioner, Rear	8,585.60
1	Wheel Chair	-0-
19	Fare Box (Pine-o-matic)	2,630.36
		<u>\$ 16,869.40</u>

SHOP EQUIPMENT

<u>QTY.</u>	<u>DESCRIPTION, MAKE AND SERIAL #</u>	<u>PURCHASE PRICE</u>
25	First Aid Kit	\$ 548.96
3	Tool Box	754.17
6	Fire Extinguisher	82.29
5	Snow Chains	122.66
16	Reflector	242.08
		<u>\$ 1,750.16</u>

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

OFFICE AND MISC. EQUIPMENT

<u>QTY.</u>	<u>DESCRIPTION, MAKE AND SERIAL #</u>	<u>PURCHASE PRICE</u>
1	Camera, Polaroid	\$ 2,120.00
24	Cash Box	120.25
2	Coin Counter and Sorter	1,636.64
2	Tab Card File Cabinet	99.74
109	Bus Bench	7,741.18
540	Bus Stop Sign	<u>19,218.60</u>
		\$ 30,936.41

GRANTS, AGREEMENTS, LEASES TO BE
ASSUMED BY OMNITRANS

UMTA, CAPITAL 1974-75, No. CA-050005, SBd. Co.

UMTA, CAPITAL 1974-75, No. CA-050009, WVTSA

***UMTA, OPERATING 1974-75, No. CA-054016, WVTSA

***UMTA, OPERATING 1975-76, None Assigned, WVTSA

***UMTA, OPERATING 1975-76, None Assigned, SBd. Co.

FHWA, DEMONSTRATION PROJECT 1975-76, SCH 750-70704, SBd. Co.

WVTSA, Transit Service Agreement

Riverside County, Transit Service Agreement

*** Operating Grants to be reimbursed to San Bernardino County
for advanced operating funds.

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

SBD. CO., EQUIPMENT LEASE PURCHASES
TO BE ASSUMED BY OMNITRANS

<u>QTY.</u>	<u>ITEM</u>	<u>MONTHLY RATE</u>
4	Office Desk	\$ 96.00
2	Office Trailer	270.00
2	Filing Cabinet	25.00
3	Desk Calculator	148.40
3	Typewriter	127.62

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

METRO DIVISION	FOR INFORMATION PURPOSES				PROJECTED SBTs HRLY RATE AS OF 7/1/76
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME VACATION TIME	SICK LEAVE ACCRRUAL RATE VACATION TIME		
Adams, L	4-16-74	61.19	69.68	3.70 hrs. bi-wkly	5.50
Atkinson, D	7-5-61	30.80	69.66	3.70 " " 4.62 "	5.50
Belew, C	12-19-72	50.60	22.48	3.70 " " 3.08 "	5.50
Bishop, R	4-28-75	62.90	52.36	3.70 " " 3.08 "	5.00
Black, W	3-31-75	65.70	61.60	3.70 " " 3.08 "	5.00
Blough, W	3-17-75	77.70	64.68	3.70 " " 3.08 "	5.00
Brazil, J	3-31-75	65.90	61.60	3.70 " " 3.08 "	5.00
Browne, R	4-28-75	54.90	52.36	3.70 " " 3.08 "	5.00
Carlstrom, B	3-31-75	36.80	61.60	3.70 " " 3.08 "	5.00
Cline, T	10-20-75	22.20	18.48	3.70 " " 3.08 "	4.75
Cox, C	3-17-75	41.20	64.68	3.70 " " 3.08 "	5.00
Davis, T	7-5-61	325.60	65.66	3.70 " " 4.62 "	5.50
Dickert, C	3-17-75	69.00	64.68	3.70 " " 3.08 "	5.00
Dunda, S	10-20-75	22.20	18.48	3.70 " " 3.08 "	4.75
Eckstrom, G	6-5-73	12.10	48.52	3.70 " " 3.08 "	5.50
Escamilla, R	1-21-74	87.40	86.16	3.70 " " 3.08 "	5.50
Ford, J	7-18-67	90.60	1.04	3.70 " " 3.08 "	5.50
Garrett, J	7-5-61	105.70	61.66	3.70 " " 4.62 "	5.50
Grice, A	6-5-73	65.80	27.92	3.70 " " 3.08 "	5.50
Hallums, T	10-14-70	64.60	20.20	3.70 " " 3.08 "	5.50
Hampton, D	3-5-74	118.89	67.84	3.70 " " 3.08 "	5.50

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES					
METRO DIVISION	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME	ACCURAL RATE SICK LEAVE	VACATION TIME	PROJECTED SBT HRLY. RATE AS
Harris, J	6-11-73	104.90	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	5.50
Hatch, J	7-5-61	395.50	3.70 "	4.62 "	5.50
Heenan, T	5-24-67	531.30	3.70 "	4.62 "	5.50
Heywood, F	10-19-73	64.80	3.70 "	3.08 "	5.50
Hinojosa, J	2-15-73	116.20	3.70 "	3.08 "	5.50
Holmes, O	5-2-75	54.70	3.70 "	3.08 "	5.00
Hrovat, F	11-8-71	115.10	3.70 "	3.08 "	5.50
Ingram, J	4-28-75	62.90	3.70 "	3.08 "	5.00
Jenkins, E	4-17-73	135.00	3.70 "	3.08 "	5.50
Kuehnau, B	5-23-74	119.90	3.70 "	3.08 "	5.50
Lithen, R	7-5-61	238.70	3.70 "	4.62 "	5.50
Madison, O	3-17-75	77.70	3.70 "	3.08 "	5.00
Martinez, F	6-26-74	40.80	3.70 "	3.08 "	5.50
Mathiot, M	4-28-75	7.50	3.70 "	3.08 "	5.00
Meiendez, R	3-17-75	28.30	3.70 "	3.08 "	5.50
Melissani, C	5-28-74	48.10	3.70 "	3.08 "	5.00
Morales, A	11-5-70	224.45	3.70 "	3.08 "	5.50
Morrone, J	10-16-73	51.40	3.70 "	3.08 "	5.50
Nosser, B	5-13-74	45.30	3.70 "	3.08 "	5.00
O'erby, R	11-21-73	2.70	3.70 "	3.08 "	5.50
Patterson, N	5-10-68	207.80	3.70 "	4.62 "	5.50
Reed, E	4-7-65	41.60	3.70 "	4.62 "	5.50
Reyes, R	5-28-74	110.80	3.70 "	3.08 "	5.00
Reynosa, R	1-22-72	1.14	3.70 "	3.08 "	5.50
	6-2-70	108.90	3.70 "	4.62 "	5.50

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FIRE DIVISION	F O R I N F O R M A T I O N P U R P O S E S					PROJECTED SBT: HRLY RATE AS OF 7/1/76
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME	SICK LEAVE	ACCURUAL RATE VACATION TIME	SICK LEAVE	
Rodriguez, A	11-6-72	110.00	2.72	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	5.50
Romero, D	4-29-75	54.90	52.36	" "	" "	5.00
Rowe, G	6-4-63	60.20	69.90	" "	" "	5.50
Sams, A	11-17-71	18.20	1.72	" "	" "	5.5
Schmitt, M	10-20-75	22.20	18.48	" "	" "	4.75
Schubert, E	7-5-61	678.50	41.66	" "	" "	5.50
Shull, R	10-20-75	22.20	18.48	" "	" "	4.75
Smith, R	3-31-75	12.30	64.68	" "	" "	5.00
Stone, E	10-20-75	22.20	18.48	" "	" "	4.75
Sweet, R	10-20-75	22.20	18.48	" "	" "	4.75
Taylor, D	7-15-74	117.40	43.20	" "	" "	5.25
Thomas, C	3-5-69	26.50	125.54	" "	" "	5.50
Thomas, G	4-28-75	54.90	52.36	" "	" "	5.00
Thomas, M	10-20-75	22.20	18.48	" "	" "	4.75
Talker, E	5-10-68	284.70	143.66	" "	" "	5.5
Tarren, F	3-17-75	34.70	64.68	" "	" "	5.00
Tashington, B	11-17-61	31.50	25.53	" "	" "	5.50
Trest, W	7-15-74	52.30	3.00	" "	" "	5.25
White, J	6-10-69	10.00	142.54	" "	" "	5.50
Wilson, D	3-11-74	93.10	70.92	" "	" "	5.00

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES						
METRO DIVISION	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76		ACCUMULATED RATE		PROJECTED SBTs HRLY RATE AS OF 7/1/76
		SICK TIME	VACATION TIME	SICK LEAVE	VACATION TIME	
Lackford, E oomer, R lauson, J rabtree, D ** uthrie, R ing, L rizan, J cCray, L nell, W utledge, D	5-8-74	14.80	52.44	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	5.50
	2-25-74	52.10	74.00	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	5.50
	8-6-63	67.80	50.56	3.70 " " "	4.62 " "	5.50
	4-7-75	----	----	-----	-----	3.75
	5-13-74	14.80	44.44	3.70 " " "	3.08 " "	5.50
	10-1-68	93.00	33.45	3.70 " " "	4.62 " "	5.50
	3-9-70	25.90	102.16	3.70 " " "	4.62 " "	5.50
	6-16-73	78.00	52.52	3.70 " " "	3.08 " "	5.50
	5-28-74	9.90	55.52	3.70 " " "	3.08 " "	5.50
	4-29-75	55.60	52.36	3.70 " " "	3.08 " "	5.00
*UNDER CONTRACT						

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*UNDER CONTRACT

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

METRO DIVISION	F O R I N F O R M A T I O N P U R P O S E S					PROJECTED S HRLY. RATE A OF 7/1/76
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME VACATION TIME	SICK LEAVE ACCURUAL RATE VACATION TIME			
INTERMEDIATE SERK-TYPIST Nardella, Luann	3-5-74	77.20 102.92	3.70 hr. bi-wkly 3.08 hr. bi-wkly			4.09
SPECTOR- DISPATCHER						
Breeden, Richard	7-5-61	346.10 74.96	3.70 hrs. bi-wkly 4.62 hrs. bi-wkly			5.80
Gomez, Felix	1-16-67	62.80 117.10	3.70 " " 4.62 " "			5.80
Haid, Joseph	11-6-72	184.80 96.72	3.70 " " 3.08 " "			5.80
Ross, Rex	7-5-61	242.10 88.66	3.70 " " 4.62 " "			5.80
INTENANCE SUPT. Wegener, Martin	7-5-61	481.30 69.66	3.70 " " 4.62 " "			8.30
JIPMENT MECHANIC FOREMAN Flores, Robert	4-21-75	70.30 58.52	3.70 " " 3.08 " "			6.24
JIPMENT MECHANIC						
Albright, Bobby	5-20-68	288.10 77.52	3.70 hrs. bi-wkly 4.62 hr. bi-wkly			6.22
Carthen, James	7-28-69	452.10 60.34	3.70 " " 4.62 " "			6.22
Gilman, Richard	3-17-75	49.70 64.68	3.70 " " 3.08 " "			5.66
Gonzales, Frank	6-19-74	123.40 49.36	3.70 " " 3.08 " "			6.22
Jenkins, Edward	3-17-75	57.70 64.68	3.70 " " 3.08 " "			5.66
Lyons, Jack	3-17-75	53.70 64.68	3.70 " " 3.08 " "			5.66
Williams, Walker	5-15-68	627.20 229.66	3.70 " " 4.62 " "			6.22

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

METRO DIVISION		FOR INFORMATION PURPOSES				PROJECTED SBT HRLY RATE AS OF 7/1/76
		ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME VACATION TIME	SICK LEAVE VACATION TIME	ACCUMULATED VACATION TIME	
UTILITY SERVICEMAN	lass, Gordon	11-15-71	390.50	36.64	3.70 hrs. bi-wkly	4.40
	onzales, Robert	2-5-61	830.80	65.04	3.70 " " "	4.40
	oreno, Edmundo	5-2-75	62.90	52.36	3.70 " " "	4.00
	adilla, Larry	4-29-75	54.90	52.36	3.70 " " "	4.00
	aylor, Frank	4-20-70	29.60	34.76	3.70 " " "	4.40
	aga, Robert	8-6-74	75.90	3.16	3.70 " " "	4.40
MAINTENANCE MAN	ias, Frank	4-28-75	62.90	52.36	3.70 hrs. bi-wkly	4.00
TRANSPORTATION SUPERVISOR	reas, John	7-5-61	886.50	239.10	3.70 hrs. bi-wkly	8.30
ADMINISTRATIVE ASSISTANT	ll, Robert	5-6-74	180.10	43.32	3.70 hrs. bi-wkly	7.35
GENERAL MANAGER	rsh, Paul G	11-1-74	118.40	98.56	3.70 hrs. bi-wkly	12.33

EXHIBIT DDoes Not Include DesertSAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDFOR INFORMATION PURPOSESAdministrative
Services Officer

<u>Name</u>	<u>Original Date of Hire</u>	<u>Leave Balance</u> ①		<u>Accrual Rate</u> ② ③		<u>Hourly Rate</u> ②
		<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	
Kay, Albert	5/14/62	603.96	224.02	3.70	6.15	\$10.65

Salary anniversary date - 9/5/69

Transit Superintendent

Pine, Alfred	9/05/52	960	320	3.70	7.69	9.20
--------------	---------	-----	-----	------	------	------

Salary anniversary date - 4/28/75

Transit Technician

Croy, Melvin	11/7/68	213.94	24.16	3.70	4.62	6.53
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Salary anniversary date - 8/13/73

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDFOR INFORMATION PURPOSES

<u>Intermediate Clerk Typist</u>	<u>Original Date of Hire</u>	<u>Leave Balance</u> ①		<u>Accrual Rate</u> ② ③		<u>Hourly Rate</u> ②
		<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	
<u>Name</u>						
Ecale, Janet L.	4/28/75	none		3.70	3.08	\$3.71
Latham, Joyce	4/28/75	none		3.70	3.08	3.71
Woodard, Melissa K.	6/30/75	none		3.70	3.08	3.71
 <u>Laborer (part time)</u>						
Bachelor, Richard	11/10/75	none	none	none	none	2.59
Johnson, Allan W.	11/12/75	none	none	none	none	2.59
 <u>Inspector - Dispatcher</u>						
Joye, Richard D.	1/20/75	none		3.70	3.08	5.30
Sharrit, Jimmie L.	3/31/75	none		3.70	3.08	5.30
 <u>Equipment Mechanic</u>						
Stalker, Arland E.	2/10/75	none		3.70	3.08	5.66
Ramo, Harry	3/24/75	none		3.70	3.08	5.66
 <u>Cashier I</u>						
Cloud, Roger D.	7/01/75	none		3.70	3.08	4.64

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

EXHIBIT DSAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Coach Operators West Valley Division		Leave Balance ①		Accrual Rate ② ③		Hourly Rate ②
Name	Original Date of Hire	Sick Leave	Vacation Time	Sick Leave	Vacation Time	
Burke, Morris E.	3/17/75	none		3.70	3.08	\$5.00 ^②
Claasen, Glenda G.	3/17/75	none		3.70	3.08	5.00
Colę, Paul B.	3/03/75	none		3.70	3.08	5.00
Herrerra, Rudolfo	2/10/75	none		3.70	3.08	5.00
O'Haver, Gary C.	3/03/75	none		3.70	3.08	5.00
Patterson, Hattie L.	6/17/75	none		3.70	3.08	5.00
Rodriquez, Bonnie L.	3/20/75	none		3.70	3.08	5.00
Szyprka, Annamae	2/10/75	none		3.70	3.08	5.00
Thompson, Ronald M.	2/10/75	none		3.70	3.08	5.00
Turner, Mary F.	7/15/75	none		3.70	3.08	5.00
Vasquez, Philip L.	12/8/75	none		3.70	3.08	5.00
Venegas, Gloria J.	5/06/75	none		3.70	3.08	5.00
Whitford, Marilyn	10/2/75	none		3.70	3.08	5.00
Wright, Merle D.	1/8/75	none		3.70	3.08	5.00

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

EXHIBIT D

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Coach Operators
Metro Division

<u>Name</u>	<u>Original Date of Hire</u>	<u>Leave Balance ①</u>		<u>Accrual Rate ② ③</u>		<u>Hourly Rate</u> (
		<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	
Alcaarez, Bennie J.	11/24/75	none		3.70	3.08	\$5.00
Basini, Bernard	3/03/75	none		3.70	3.08	5.00
Ferrin, Franklin A.	9/04/75	none		3.70	3.08	5.00
Gant, Lawrence O.	2/10/75	none		3.70	3.08	5.00
Golston, Ella L.	10/6/75	none		3.70	3.08	5.00
Roberson, Frances M.	2/10/75	none		3.70	3.08	5.00
Whitten, Philip E.	3/03/75	none		3.70	3.08	5.00

Coach Operators
Redlands/Yucaipa Division

Cooper, Barbara A.	1/13/75	none		3.70	3.08	5.00
Hunt, Duaine	1/13/75	none		3.70	3.08	5.00
Irwin, Francis B.	3/03/75	none		3.70	3.08	5.00
Jordon, Thomas A.	1/13/75	none		3.70	3.08	5.00
Laurie, Shannon R.	2/10/75	none		3.70	3.08	5.00
Little, Thomas L. Sr.	9/04/75	none		3.70	3.08	5.00
Neely, Margaret E.	7/15/75	none		3.70	3.08	5.00
Neumann, Rudolph W.	7/15/75	none		3.70	3.08	5.00
Parker, Bob J.	3/03/75	none		3.70	3.08	5.00
While, Charles L.	3/17/75	none		3.70	3.08	5.00

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

EXHIBIT D

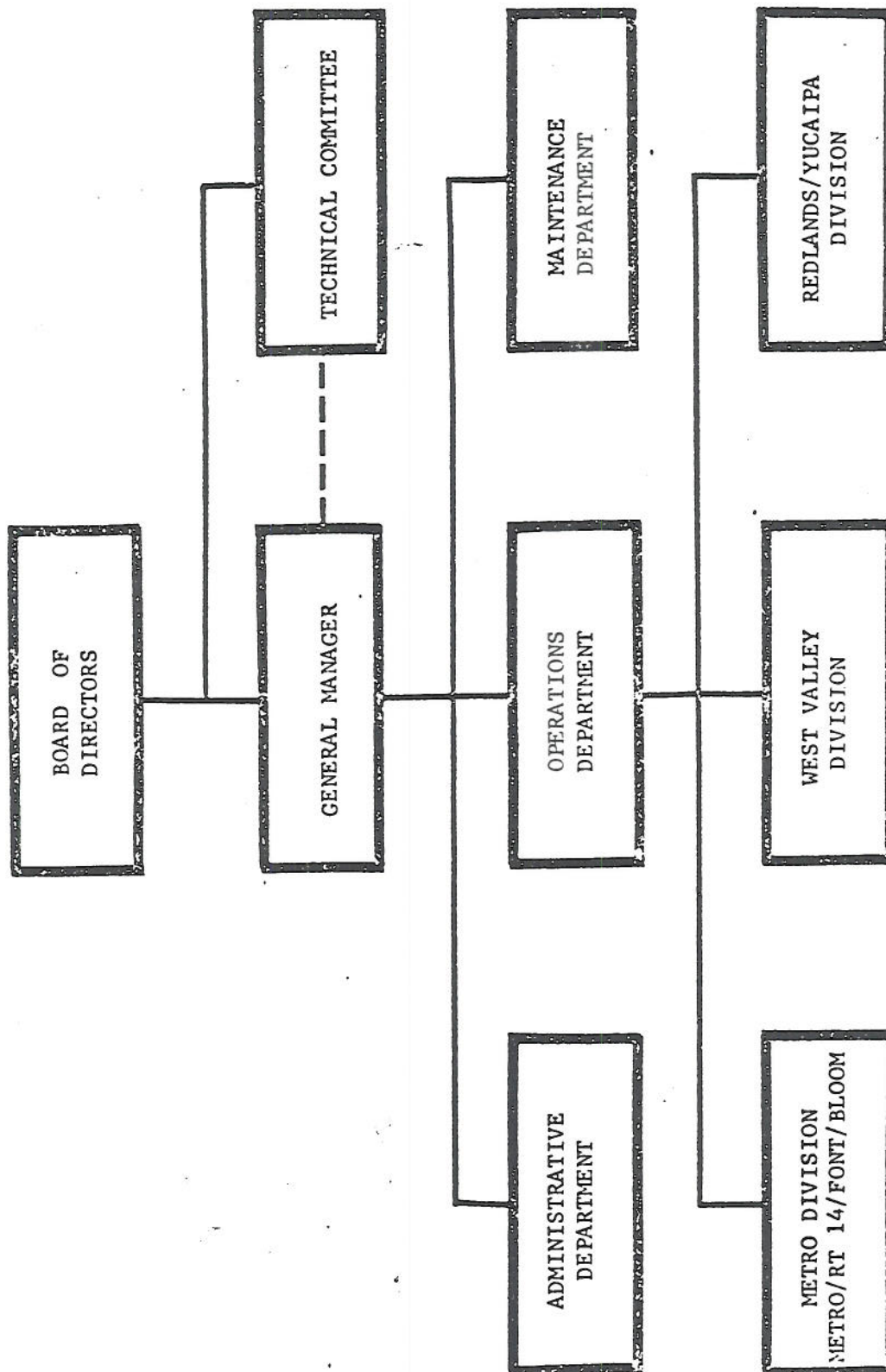
Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDMONTHLY RATES

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Laborer	427	449	471	495	519
Driver	559	587	616	647	679
Intermediate Clerk Typist	580	613	643	675	708
Cashier I	731	767	805	845	887
Coach Operator	779	823	866	909	952
Inspector/Dispatcher	831	875	918	961	1004
Equipment Mechanic	882	932	980	1029	1007
Transit Technician	931	978	1027	1078	1132
Transit Superintendent	1145	1518	1594	1674	1758
Administrative Services Officer	1518	1594	1674	1758	1846

Does Not Include Desert

EXHIBIT E ORGANIZATIONAL STRUCTURE



Amendment
No. 1

AMENDMENT TO
JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN BERNARDINO AND THE CITIES OF
CHINO, COLTON, FONTANA, LOMA LINDA,
MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS,
RIALTO, SAN BERNARDINO AND UPLAND
CREATING A COUNTYWIDE TRANSPORTATION
AUTHORITY TO BE KNOWN AS "OMNITRANS".

THIS AGREEMENT AMENDMENT, dated for convenience on the 1st day of December, 1978, is entered into by and between the COUNTY OF SAN BERNARDINO and the CITIES OF CHINO, COLTON, FONTANA, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO and UPLAND, all of which are bodies politic in the State of California.

W I T N E S S E T H:

WHEREAS, the parties forming OMNITRANS, a joint powers authority, desire to amend the OMNITRANS' Joint Powers Agreement to provide that appointed alternate members of the Board of Directors may be either elected or non-elected officials of the member agencies of OMNITRANS; and

WHEREAS, this amendment will provide for the efficient operation of OMNITRANS;

NOW, THEREFORE, the parties to the OMNITRANS' Joint Powers Agreement agree as follows:

1. Section 3.A. of the OMNITRANS' Joint Powers Agreement dated March 8, 1976 is hereby amended to read as follows:

"SECTION 3. GOVERNING BOARD.

A. Membership.

The Authority (OMNITRANS) shall be administered

by a Board of Directors. The membership of the Board of Directors shall consist of an officially designated Mayor or Council Member from each member City and all five Supervisors of the County of San Bernardino. Each member of the Board may appoint an alternate to serve in his or her absence. An alternate may be either an elected or non-elected official of the member agency of the Director that appointed the alternate. Alternates shall serve for the time period designated by the Board Member that appointed them. Alternates shall serve in an official capacity and be entitled to vote only in the absence of the official representatives."

2. All other provisions of the OMNITRANS' Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Amendment to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

Dated:

Jan. 15 - 1979

ATTEST:

Andrea Osharova
Clerk of the Board

COUNTY OF SAN BERNARDINO

John D. McMillan
Chairman, Board of Supervisors

Dated:

Jan 23, 1979

ATTEST:

John A. Kruse
City Clerk

CITY OF CHINO

Bob E. McMillan
Mayor

Dated: January 26, 1979

ATTEST:

Helen A. Ramos
City Clerk

Dated: Jan 24, 1979

ATTEST:

John M. Montgomery
City Clerk

Dated: _____

ATTEST:

City Clerk

Dated: January 2, 1979

ATTEST:

Leatrice L. Hill
City Clerk

Dated: March 15, 1979

ATTEST:

David E. Osterhues
City Clerk

Dated: 3-14-79

ATTEST:

Gene M. Moore
City Clerk

Dated: March 15, 1979

ATTEST:

Robert C. Brown
City Clerk, Deputy

Dated: March 18, 1979

ATTEST:

Robert M. McMillan
City Clerk, Deputy

CITY OF COLTON

Frank A. Douglas
Mayor

CITY OF FONTANA

Frank Hagen
Mayor

CITY OF LOMA LINDA

REJECTED MARCH 27, 1979

Mayor

CITY OF MONTCLAIR

Harold M. Hagen
Mayor

CITY OF ONTARIO

R. E. Ellingford
Mayor

CITY OF RANCHO CUCAMONGA

Tom C. Frost
Mayor

CITY OF REDLANDS

Carrie F. Martinez Jr.
Mayor

CITY OF RIALTO

Edi R. Mes
Mayor

Dated: _____

ATTEST: _____

City Clerk

Dated: 11-24-79

ATTEST:

Dorothy K. Langer
City Clerk

CITY OF SAN BERNARDINO

TABLED MATTER

JANUARY 22, 1979

Mayor

CITY OF UPLAND

George M. Gibson
Mayor

AMENDMENT TO
JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN BERNARDINO AND THE CITIES OF
CHINO, COLTON, FONTANA, GRAND TERRACE, LOMA LINDA,
MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS,
RIALTO, SAN BERNARDINO AND UPLAND
CREATING A COUNTYWIDE TRANSPORTATION
AUTHORITY TO BE KNOWN AS "OMNITRANS".

THIS AGREEMENT AMENDMENT, dated for convenience on the 1st day of October, 1979, is entered into by and between the County of SAN BERNARDINO and the CITIES OF CHINO, COLTON, FONTANA, GRAND TERRACE, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO and UPLAND, all of which are bodies politic in the State of California.

W I T N E S S E T H:

WHEREAS, the parties forming OMNITRANS, a joint powers authority, desire to amend the OMNITRANS Joint Powers Agreement to provide for merging of seniority rights of the East End and Metro operating divisions; and

WHEREAS, this amendment will provide for the efficient operation of OMNITRANS;

NOW, THEREFORE, the parties to the OMNITRANS Joint Powers Agreement agree as follows:

1. Section 10.C. of the OMNITRANS Joint Powers Agreement dated March 8, 1976 is hereby amended, effective November 1, 1979, to read as follows:

"Section 10.C.

Employees.

Within the period provided in Subparagraph A (120 days), and prior to initiating public transportation service, OMNITRANS shall offer employment to, and shall accept the employment of, the public transportation system

employees of San Bernardino Transit System and the San Bernardino County Department of Transportation, Public Transit Division, which employees are identified in Exhibits "C" and "D". Exhibits "C" and "D" are structured to identify the employees as of the actual date of OMNITRANS takeover of transportation service. The employment offered by OMNITRANS to each designated transportation system employee shall be of substantially the same kind and level as the employment presently enjoyed by the employee. Salary and fringe benefits shall be provided to the fullest extent possible at the current level offered by San Bernardino Transit System.

OMNITRANS employees' seniority rights are applicable only within those operating divisions to which they are assigned except that effective November 1, 1979, the East End and Metro operating divisions shall be merged and treated as one (1) division for purposes of seniority rights determinations. OMNITRANS management may transfer an employee between divisions, and the employee may maintain seniority rights, subject to the approval of the OMNITRANS Board.

Employment by OMNITRANS of the public transportation service employees of San Bernardino Transit System or the San Bernardino County Department of Transportation, Public Transit Division, shall be undertaken and accepted in conformance with any rules or restrictions imposed by the provision of existing public transportation grant contracts."

2. All other provisions of the OMNITRANS Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Amendment to be executed and attested by their proper

officers thereunto duly authorized as of the day and year first above written.

Dated: JUN. 23 1980

ATTEST:

Ester Hockenbraug
Clerk of the Board

COUNTY OF SAN BERNARDINO

[Signature]
Chairman
Board of Supervisors 76-108A7

Dated: 3/7/80

ATTEST:

Patricia A. Biery-Deputy
City Clerk

CITY OF CHINO

[Signature]
Mayor

Dated: 5-7-80

ATTEST:

Helen A. Ramos
City Clerk

CITY OF COLTON

[Signature]
Mayor

Dated: 5-16-88

ATTEST:

Patricia Murray
City Clerk

CITY OF FONTANA

[Signature]
Mayor

Dated: 2/14/70

ATTEST:

Leth Armstrong
City Clerk

CITY OF GRAND TERRACE

Tony Petta
Mayor

Dated: May 28 1980

ATTEST:

[Signature]
City Clerk

CITY OF LOMA LINDA

[Signature]
Mayor

Dated: May 5, 1980

ATTEST:

Gertrude L. Hill
City Clerk

CITY OF MONTCLAIR

Harold M. Hayes
Mayor

Dated: 4-7-80

ATTEST:

Debra E. Caterham
City Clerk

CITY OF ONTARIO

R. E. Ellingford
Mayor

Dated: 3-25-80

ATTEST:

Sam M. Wilson
City Clerk

CITY OF RANCHO CUCAMONGA

John E. East
Mayor

Dated: 2-27-80

ATTEST:

Peggy A. Massey
City Clerk

CITY OF REDLANDS

Billie F. Mortimer
Mayor

Dated: January 30, 1980

ATTEST:

Burbana J. McMullen, Deputy
City Clerk

CITY OF RIALTO

Elva
Mayor

Dated: February 21, 1980

ATTEST:

Thomas Clark
City Clerk

CITY OF SAN BERNARDINO

[Signature]
Mayor

Dated: Feb. 8, 1980

ATTEST:

Debra K. Carpenter
City Clerk

CITY OF UPLAND

George M. Gibson
Mayor

AMENDMENT TO
JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN BERNARDINO AND THE CITIES OF
CHINO, COLTON, FONTANA, GRAND TERRACE, LOMA LINDA,
MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS,
RIALTO, SAN BERNARDINO AND UPLAND
CREATING A COUNTYWIDE TRANSPORTATION
AUTHORITY TO BE KNOWN AS "OMNITRANS".

THIS AGREEMENT AMENDMENT, dated for convenience on the 1st day of September, 1980, is entered into by and between the COUNTY OF SAN BERNARDINO and the CITIES OF CHINO, COLTON, FONTANA, GRAND TERRACE, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO and UPLAND, all of which are bodies politic in the State of California.

W I T N E S S E T H:

WHEREAS, the parties forming OMNITRANS, a joint powers authority, desire to amend the OMNITRANS Joint Powers Agreement to provide for counting all County representatives on the Board of Directors as one for the purpose of establishing a quorum for meetings of the Board of Directors; and

WHEREAS, this Amendment will provide for the efficient operation of OMNITRANS;

NOW, THEREFORE, the parties to the OMNITRANS Joint Powers Agreement agree as follows:

1. Section 3.B. of the OMNITRANS Joint Powers Agreement dated March 8, 1976 is hereby amended, effective upon approval of this Amendment by all member agencies of OMNITRANS, to read as follows:

"Section 3.B.

Voting.

Each member of the Board of Directors shall have one vote, provided, however, that upon the call of any Board member, a weighted voting shall be used which

entitles each member agency to one additional vote for each \$5,000 of capital asset value (rounded to the nearest 5,000) contributed to OMNITRANS in the name of the member agency as of the preceding June 30 or December 31. Total capital asset value contributed by each member less depreciation shall be computed by the Controller designated in Section 3.D. of this Agreement and such computation will control in determining weighted votes. The weighted votes to which the County is entitled shall be divided equally among those Supervisors present. The weighted votes of any single representative shall not be split. The weighted voting of any single member agency shall not of itself, constitute a majority vote. A quorum shall consist of a majority of the membership of the Board of Directors, except that all County representatives on the Board of Directors shall be counted as one for the purpose of establishing a quorum. Less than a quorum may adjourn from time to time. All actions taken by the Board shall require a majority vote of the members present, with a quorum in attendance, provided, however, that adoption of By-laws, Amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board (majority of total weighted votes of all parties if weighted voting is called for). An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance."

2. All other provisions of the OMNITRANS Joint Powers Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
Amendment to be executed and attested by their proper officers thereunto

duly authorized as of the day and year first above written.

Attested: NOV 10, 1980

ATTEST:

Deborah Mahery
Clerk of the Board

Dated: January 21, 1981

ATTEST:

Helen A. Renna
City Clerk

Dated: March 9, 1981

ATTEST:

San M. Nash, Deputy
City Clerk

Dated: February 17, 1981

ATTEST:

Patricia Murray
City Clerk

Dated: 11-10-80

ATTEST:

Maryna Lindahl
City Clerk

Dated: 10-14-80

ATTEST:

Robert Mitchell
City Clerk

Dated: March 12, 1981

ATTEST:

Beatrice L. Hill
City Clerk

Dated: April 14, 1981

ATTEST:

St. Louis Chutehuen
City Clerk

COUNTY OF SAN BERNARDINO

Paul H. Fisher
Chairman
Board of Supervisors

CITY OF COLTON

Frank A. Samples
Mayor

CITY OF CHINO

Larry Walker
Mayor

CITY OF FONTANA

Frank Hogen
Mayor

CITY OF GRAND TERRACE

Thomas Dillingham
Mayor

CITY OF LOMA LINDA

Ardyce H. Kooler
Mayor

CITY OF MONTCLAIR

Harold M. Hayer
Mayor

CITY OF ONTARIO

R. E. Ellingford
Mayor

Dated: 4/9/81

ATTEST:
Laura M. Wasser
City Clerk

CITY OF RANCHO CUCAMONGA

Phillip D. Schlosser
Mayor

Dated: 12-8-80

ATTEST:
Peggy A. Mosley
City Clerk

CITY OF REDLANDS

Charles R. Murray
Mayor

Dated: 2-2-81

ATTEST:
Joseph H. Simpson
City Clerk

CITY OF RIALTO

Gerald E. Evans
Mayor

Dated: 3-2-81

ATTEST:
Bruce Clark
City Clerk

CITY OF SAN BERNARDINO

[Signature]
Mayor

Dated: March 12, 1981

ATTEST:
Robert L. Targenter
City Clerk

CITY OF UPLAND

John E. McCarthy
Mayor

AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF SAN BERNARDINO AND THE CITIES OF
CHINO, COLTON, FONTANA, GRAND TERRACE, LOMA
LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA,
REDLANDS, RIALTO, SAN BERNARDINO AND UPLAND
CREATING A COUNTYWIDE TRANSPORTATION AUTHORITY
TO BE KNOWN AS "OMNITRANS"

THIS AGREEMENT AMENDMENT, dated for convenience on the
1st day of October, 1984, is entered into by and between the
COUNTY OF SAN BERNARDINO and the CITIES of CHINO, COLTON,
FONTANA, GRAND TERRACE, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO
CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO and UPLAND, all of
which are bodies politic in the State of California.

W I T N E S S E T H:

WHEREAS, the parties forming OMNITRANS, a joint powers
authority, desire to amend the OMNITRANS Joint Powers Agreement
to provide for changes to the calculation of weighted vote
entitlements of member agencies of OMNITRANS;

NOW, THEREFORE, the parties to the OMNITRANS Joint
Powers Agreement agree as follows:

1. Section 3.B. of the OMNITRANS Joint Powers Agreement
dated March 8, 1976 is hereby amended, effective upon approval of
this Amendment by all member agencies of OMNITRANS, to read as
follows:

"Section 3.B.

Voting.

Each member of the Board of Directors shall
have one vote, provided, however, that upon the
call of any Board member, a weighted voting shall
be used with weighted votes calculated as follows:

Weighted vote entitlements shall be calculated
based upon population. Each member agency shall
receive one vote for each one percent (1%) of the
total population of the OMNITRANS service area that
resides within the member agency's jurisdictional

area. If the population percentage computation of a member agency results in a partial vote, the weighted vote calculation shall be made by rounding upward for population calculations of one-half percent ($1/2\%$) or more, and rounding downward for population calculations of less than one-half percent ($1/2\%$) except that no member agency shall have less than one vote when weighted voting occurs. The Controller shall compute the weighted vote entitlement for each member agency as of the preceding July 1st based on the most recent Department of Finance Population Statements. The entitlement for the County of San Bernardino shall be determined by utilizing the most recent County Planning Department information indicating the percentage of unincorporated population of the County residing within the service area of Omnitrans. In the event that the "off the top" funding method first approved by the Omnitrans Board of Directors for the 1983-84 fiscal year is no longer used by Omnitrans, then weighted voting entitlements shall thereafter be calculated in the manner that existed prior to this Amendment to the Omnitrans Joint Powers Agreement.

Weighted vote entitlements of each member agency shall be computed by the Controller designated in Section 3.D. of this agreement and such computations will control in determining weighted votes. The weighted votes to which the County is entitled shall be divided equally among those Supervisors present. The weighted votes of any single representative shall not be split. The weighted voting of any single member agency shall not, of itself, constitute a majority vote. A quorum shall consist of a majority of the

membership of the Board of Directors, except that all County representatives on the Board of Directors shall be counted as one for the purpose of establishing a quorum. Less than a quorum may adjourn from time to time. All actions taken by the Board shall require a majority vote of the members present, with a quorum in attendance, provided, however, that adoption of By-laws, Amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board (majority of total weighted votes of all parties if weighted voting is called for). An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance."

2. All other provisions of the Omnitrans Joint Powers Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Amendment to be executed and attested by their proper officers thereunto duly authorized as of the date and year first above written.

Dated: AUG 19 1985

ATTEST: Susan M. Ramon
Clerk of the Board

Deputy

COUNTY OF SAN BERNARDINO

Robert D. Inoué
Chairman, Board of Supervisors

Dated: 5/22/85

ATTEST: Gayle Harbo
City Clerk

CITY OF CHINO

Larry Walker
Mayor

Dated: 12-5-84

ATTEST:
Helen A. Ramos
City Clerk

CITY OF COLTON

[Signature]
Mayor

Dated: Jan 22, 1985

ATTEST:
Fabricio M. Murray
City Clerk

CITY OF FONTANA

Robert A. Simon
Mayor

Dated: October 29, 1984

ATTEST:
Margaret Erway
City Clerk

CITY OF GRAND TERRACE

[Signature]
Mayor

Dated: February 12, 1985

ATTEST:
Pamela Byrnes-O'Leary
City Clerk (Deputy)

CITY OF LOMA LINDA

Arduce H. Koober
Mayor

Dated: March 19, 1985

ATTEST:
Margaret C. Crawford
City Clerk

CITY OF MONTCLAIR

Harold M. Hoyer
Mayor

Dated: May 22, 1985

ATTEST:
Louis C. Catterham
City Clerk

CITY OF ONTARIO

R. E. Ellingwood
Mayor

Dated: May 31, 1985

ATTEST:
Karen E. Paul, Deputy
City Clerk

CITY OF RANCHO CUCAMONGA

Jim Mills
Mayor

Dated: 3-5-85

CITY OF REDLANDS

ATTEST:

City Clerk

Souie Pizzini

Carol B. Smith
Mayor

Dated: 11-16-84

CITY OF RIALTO

ATTEST:

City Clerk

Joseph H. Thompson

Gerald R. Evans
Mayor

Dated: June 19 1985

CITY OF SAN BERNARDINO

ATTEST:

City Clerk

Anna Clark

Erlyn Hilop
Mayor

Dated: April 1, 1985

CITY OF UPLAND

ATTEST:

City Clerk

Joseph K. Carpenter

[Signature]
Mayor

AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF SAN BERNARDINO AND THE CITIES OF
CHINO, COLTON, FONTANA, GRAND TERRACE, LOMA
LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA,
REDLANDS, RIALTO, SAN BERNARDINO AND UPLAND
CREATING A COUNTYWIDE TRANSPORTATION AUTHORITY
TO BE KNOWN AS "OMNITRANS"

Amendment N. 5

THIS AGREEMENT AMENDMENT, dated for convenience on the
1st day of October, 1983, is entered into by and between the
COUNTY OF SAN BERNARDINO and the CITIES of CHINO, COLTON,
FONTANA, GRAND TERRACE, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO
CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO and UPLAND, all of
which are bodies politic in the State of California.

W I T N E S S E T H:

WHEREAS, the parties forming OMNITRANS, a joint powers
authority, desire to amend the OMNITRANS Joint Powers Agreement
to provide for the General Manager to be the Treasurer of
Omnitrans and for the Director of Accounting to be the Controller
of Omnitrans;

NOW, THEREFORE, the parties to the OMNITRANS Joint
Powers Agreement agree as follows:

1. Section 3.D. of the OMNITRANS Joint Powers Agreement
dated March 8, 1976 is hereby amended, effective upon approval of
this Amendment by all member agencies of OMNITRANS, to read as
follows:

"Section 3.D.

Officers.

The Board shall select a Chairman, a Vice
Chairman, and other necessary officials. The
Secretary shall be the General Manager of
Omnitrans. The Treasurer of the Authority
shall be the General Manager of Omnitrans who
shall be the depositary and have custody of
all money of the Authority from whatever
sources. Omnitrans' Director of Accounting

shall be the Controller of the Authority and shall draw all warrants to pay demands against the Authority. The Attorney for the Authority shall be designated by the Board. The public officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in accordance with Section 6505.1 of the California Government Code. The Authority shall have the authority to appoint or employ such other officers, employees, consultants, advisors, and independent contractors as it may deem necessary."

2. All other provisions of the Omnitrans Joint Powers Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Amendment to be executed and attested by their proper officers thereunto duly authorized as of the date and year first above written.

Dated: NOV 04 1985

COUNTY OF SAN BERNARDINO

ATTEST:

Mary Louise Leano
Deputy Clerk of the Board

Robert L. Hammock
Vice-Chairman, Board of Supervisors
ROBERT L. HAMMOCK

Dated: April 9, 1985

CITY OF CHINO

ATTEST:

Gayle Garbo
City Clerk

Larry Walker
Mayor

Dated: OCTOBER 1, 1985

CITY OF COLTON

ATTEST:

Helena A. Ramos
City Clerk

Thomas
Mayor

Dated: Jan 22, 1985
ATTEST: *Patricia Murray*
City Clerk

CITY OF FONTANA
Nathan A. Simon
Mayor

Dated: October 29, 1984
ATTEST: *Myrna Erway*
City Clerk

CITY OF GRAND TERRACE
Harold H. Hayes
Mayor

Dated: February 12, 1985
ATTEST: *Pamela Byrnes-O'Leary*
City Clerk (Deputy)

CITY OF LOMA LINDA
Ardyce H. Kosh
Mayor

Dated: March 19, 1985
ATTEST: *Margaret A. Crawford*
City Clerk

CITY OF MONTCLAIR
Harold H. Hayes
Mayor

Dated: 9-5-84
ATTEST: *Louise E. Vinterburn*
City Clerk

CITY OF ONTARIO
R. E. Ellingwood
Mayor

Dated: August 1, 1985
ATTEST: *Doreen A. Beinhart*
City Clerk

CITY OF RANCHO CUCAMONGA
Jon M. Miller
Mayor

Dated: October 2, 1984
ATTEST: *Louise Byrnes*
City Clerk

CITY OF REDLANDS
Carole Biswack
Mayor

Dated: November 19, 1984

CITY OF RIALTO

ATTEST: *Leona H. Thompson*
City Clerk

Gerald R. Evans
Mayor

Dated: OCTOBER 15, 1984

CITY OF SAN BERNARDINO

ATTEST: *Shirley Clark*
City Clerk

[Signature]
Mayor

Dated: Feb 21, 1984

CITY OF UPLAND

ATTEST: *Dee H. Carpenter*
City Clerk

John E. McCarthy
Mayor

AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF SAN BERNARDINO AND THE CITIES OF
CHINO, COLTON, FONTANA, GRAND TERRACE, LOMA
LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA,
REDLANDS, RIALTO, SAN BERNARDINO AND UPLAND
CREATING A COUNTYWIDE TRANSPORTATION AUTHORITY
TO BE KNOWN AS "OMNITRANS"

Amendment No. 6

THIS AGREEMENT AMENDMENT, dated for convenience on the 1st day of September, 1984, is entered into by and between the COUNTY OF SAN BERNARDINO and the CITIES of CHINO, COLTON, FONTANA, GRAND TERRACE, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO and UPLAND, all of which are bodies politic in the State of California.

W I T N E S S E T H:

WHEREAS, the parties forming OMNITRANS, a joint powers authority, desire to amend the OMNITRANS Joint Powers Agreement to revise the provisions concerning seniority rights;

NOW, THEREFORE, the parties to the OMNITRANS Joint Powers Agreement agree as follows:

1. Section 10.C. of the OMNITRANS Joint Powers Agreement dated March 8, 1976 is hereby amended, effective upon approval of this Amendment by all member agencies of OMNITRANS, to read as follows:

"Section 10.C.

Employee Seniority Rights

Omnitrans management may transfer employees between divisions, and any seniority rights of employees shall be as approved by the Board of Directors or as set forth in any applicable memorandum of understanding."

2. All other provisions of the Omnitrans Joint Powers Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Amendment to be executed and attested by their proper

officers thereunto duly authorized as of the date and year first above written.

Dated: MAR 31 1986

ATTEST: Mary Louise Levasio
Clerk of the Board Deputy

COUNTY OF SAN BERNARDINO

Robert L. Hammock
Chairman, Board of Supervisors

Dated: June 21, 1985

ATTEST: Gayle Garbo
City Clerk

CITY OF CHINO

Larry Walker
Mayor

Dated: 10-11-85

ATTEST: Helen A. Ramos
City Clerk

CITY OF COLTON

Donna
Mayor

Dated: 12-31-85

ATTEST: Patricia Murray
City Clerk

CITY OF FONTANA

Anton A. Simon
Mayor

Dated: October 25, 1985

ATTEST: Licia Chavis
City Clerk

CITY OF GRAND TERRACE

Donald A. Hunt
Mayor

Deputy

Dated: February 12, 1985

ATTEST: Camela Synow - O'Leary
City Clerk (Deputy)

CITY OF LOMA LINDA

Ardyce H. Roob
Mayor

Dated:

March 19, 1985

CITY OF MONTCLAIR

ATTEST:

Margaret C. Crawford
City Clerk

Harold M. Hayes
Mayor

Dated:

June 20, 1985

CITY OF ONTARIO

ATTEST:

Laura Chuteburn
City Clerk

R. E. Ellingwood
Mayor

Dated:

August 1, 1985

CITY OF RANCHO CUCAMONGA

ATTEST:

Beverly L. Beekholt
City Clerk

Jim Mikels
Mayor

Dated:

October 16, 1985

CITY OF REDLANDS

ATTEST:

Louise Dwyer
City Clerk

Carole Burch
Mayor

Dated:

March 7, 1985

CITY OF RIALTO

ATTEST:

James R. Dempsie
City Clerk

John R. Mead
Mayor

Dated:

11/13/85

CITY OF SAN BERNARDINO

ATTEST:

Mauna Clark
City Clerk

Earl Hill
Mayor

Dated:

April 1, 1985

CITY OF UPLAND

ATTEST:

Doreen Carpenter
City Clerk

[Signature]
Mayor

Text in Red – First draft presented to Executive Committee Meeting - June 5, 2015

Text in italics (Blue) - Edits based on Executive Committee comments of June 5, 2015

Text in italics (Green) Edits based on Executive Committee comments of August 7, 2015.

***AMENDED AND RESTATED* JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITIES OF CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO ~~AND UPLAND~~, AND YUCAIPA CREATING A COUNTY WIDE TRANSPORTATION AUTHORITY TO BE KNOWN AS “OMNITRANS”.**

Comment [T1]: Joined January 8, 1992

Comment [T2]: Joined April 26, 1988

Comment [T3]: Joined June 6, 1990

THIS AGREEMENT, *originally* dated for convenience on the 8th day of March, 1976, *is hereby amended and restated on* _____, 2016, is entered into by and between the COUNTY OF SAN BERNARDINO and the Cities of CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, ~~and~~ UPLAND, and YUCAIPA, all of which are bodies politic in the STATE OF CALIFORNIA;

WITNESSETH:

WHEREAS, the County of San Bernardino (hereinafter sometimes referred to as “County”) and the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, ~~and~~ Upland, and Yucaipa (hereinafter sometimes referred to as “Cities”) have a mutual interest in deciding upon and implementing a public transit system to serve all the parties, and

WHEREAS, *previously* certain transit service authorities ~~now~~ *served* sub-areas of the County, utilizing either the County of San Bernardino or San Bernardino Transit System as transit operators; and

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WHEREAS, the parties now wish to *continue to* better coordinate transit efforts by *amending and restating the agreement used in* creating a single umbrella agency which will provide transit services as requested by the transit service authorities, and will serve the transit needs of the ~~entire County of~~ San Bernardino Valley and other areas as required.

NOW, THEREFORE, the County and Cities above mentioned, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. PURPOSE.

Each party to this Agreement has the power to own, maintain, and operate a public transportation system. Under authority of Title I, Division 7, Chapter 5, as amended, of the Government Code of the State of California, the parties desire by joint exercise of their common power, to create and constitute a ~~new~~ public transportation entity separate and distinct from each of the parties to be known as "Omnitrans", which will own, maintain, operate and administer a public transportation system. This ~~new~~ transportation system will serve as a unifying umbrella agency to coordinate service desires of the various transit service authorities throughout ~~the~~ San Bernardino ~~County~~Valley, and to provide such service either directly or through subcontract with other operators. The transportation system ~~will~~ initially absorb~~ed~~ the public transportation operations of the San Bernardino Transit System, and the County of San Bernardino Transportation Department's Public Transit Division, ~~which presently serve the parties. The new entity Omnitrans~~ will provide a standardized system of fares, a universal system of transfers, and expanded transit services and facilities for the benefit of the citizens of the parties. ~~It is anticipated that the expertise, efficiencies, and economies resulting from the joint effort, and the utilization of available assistance programs will lend impetus to the new transit entity in developing an expanded County wide public transportation service.~~

SECTION 2. CREATION OF AUTHORITY

~~Omnitrans was created~~ Pursuant to Section 6506 of the California Government Code ~~there is hereby created a public entity to be known as "Omnitrans", and said Authority shall is be~~ a public entity separate and apart from the Cities and County which are parties to this Agreement.

SECTION 3. GOVERNING BOARD

A. Membership.

The Authority (Omnitrans) shall be administered by a Board of Directors. The membership of the Board of Directors shall consist of an officially designated Mayor or Council Member from each member City and ~~four seats to be selected officially designated members from the~~ *by Board of Supervisors who currently hold the office of Supervisor of the County of San Bernardino with the fifth seat as an alternate.* - ~~all five Supervisors of the County of San Bernardino.~~ Each City representative may have

Comment [T4]: In October 2011, the County Board of Supervisors directed that Districts 2-5 serve on Omnitrans based on Omnitrans service area, pending approval of the amended JPA by unanimous approval of the Omnitrans Board. Item was never moved forward by former CEO/GM. Does the Board want to remain at 5 or add language to remove District 1 since it is not in Omnitrans' service area?

one alternate who shall be a Mayor or City Council Member officially designated by the City Council. *The County representatives may have one alternate who shall be a County Supervisor.* ~~The County representatives shall have no alternates.~~ The alternates shall serve in an official capacity and be entitled to vote only in the absence of the official representatives.

Comment [T5]: Based on above proposed change, should this be removed if the County is reduced to four reps, with an alternate.

B. Voting.

Each member of the Board of Directors shall have one vote, ~~provided, however, that upon the call of any Board member, a weighted voting shall be used with weighted votes calculated as follows:~~

~~Weighted vote entitlements shall be calculated based upon population. Each member agency shall receive one vote for each one percent (1%) of the total population of the Omnitrans service area that resides within the member agency's jurisdictional area. If the population percentage computation of a member agency results in a partial vote, the weighted vote calculation shall be made by rounding upward for population calculations of one half percent (1/2%) or more, and rounding downward for population calculations of less than one half percent (1/2%) except that no member agency shall have less than one vote when weighted voting occurs. The Controller shall compute the weighted vote entitlement for each member agency as of the preceding July 1st based on the most recent Department of Finance Population Statements. The entitlement for the County of San Bernardino shall be determined by utilizing the most recent County Planning Department information indicating the percentage of unincorporated population of the County residing within the service area of Omnitrans. In the event that the "off the top" funding method first approved by the Omnitrans Board of Directors for the 1983-84 fiscal year is no longer used by Omnitrans, then weighted voting entitlements shall thereafter be calculated in the manner that existed prior to this Amendment to the Omnitrans Joint Powers Agreement.~~

~~Weighted vote entitlements of each member agency shall be computed by the Controller designated in Section 3.D. of this agreement and such computations will control in determining weighted votes. The weighted votes to which the County is entitled shall be divided equally among those Supervisors present. The weighted votes~~

~~of any single representative shall not be split. The weighted voting of any single member agency shall not, of itself, constitute a majority vote.~~ A quorum shall consist

Comment [T6]: Weighted voting no longer applies.

of a majority of the membership of the Board of Directors, except that all County representatives on the Board of Directors shall be counted as one for the purpose of establishing a quorum. Less than a quorum may adjourn from time to time. All actions taken by the Board shall require a majority vote of the members present, with a quorum in attendance, provided, however, that adoption of By-laws, Amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board ~~(majority of total weighted votes of all parties if weighted voting is called for).~~ An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance.

Comment [T7]: Weighted voting no longer applies.

~~(Section 3.B. amended on October 1, 1984)~~

~~(Section 3.B. amended on September 1, 1980)~~

Comment [T8]: Prior Amendment No's 3 & 4 that amended Section 3.B. applied to Weighted Voting and is no longer applicable.

C. Meetings.

(1) Regular Meetings.

The Board of Directors shall provide for its regular meetings; provided, however, it shall hold at least one (1) regular meeting during each quarter of each fiscal year. The dates, hour, and place of the holding of the regular meetings shall be fixed by the Board by resolution.

Comment [T9]: Should the language be changed to monthly?

(2) Ralph M. Brown Act.

All meetings of the Governing Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

Comment [T10]: No need to revised; we can exceed the requirement without penalty.

(3) Minutes.

The Secretary of the Board shall cause to be kept minutes of regular, adjourned regular, and special meetings of the Governing Board, and shall cause a copy of the minutes to be forwarded to each member of the Board and to each of the parties hereto.

D. Officers.

The Board shall select a Chairman, a Vice Chairman, and other necessary officials. The Secretary shall be the *Chief Executive Officer* ~~General Manager~~ of Omnitrans. The Treasurer of the Authority shall be the *Chief Executive Officer* ~~General Manager~~ of Omnitrans who shall be the depositary and have custody of all money of the Authority from whatever sources. Omnitrans' Director of ~~Accounting-Finance~~ shall be the Controller of the Authority and shall draw all warrants to pay demands against the Authority. The Attorney for the Authority shall be designated by the Board. ~~The public officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in accordance with Section 6505.1 of the California Government Code.~~ The Authority shall have the authority to appoint or employ such other officers, employees, consultants, advisors, and independent contractors as it may deem necessary.

(Section 3.D. amended on October 1, 1983)

E. Functions.

The Board of Directors shall perform the following functions:

- (1) Adopt the budget; ~~management, service and marketing plans and the Short Range Transit Plan~~
- (2) Appoint a *Chief Executive Officer* ~~General Manager~~;
- (3) Appoint a technical committee;
- (4) Establish policy, including but not limited to:
 - (a) Uniform fares;
 - (b) *Marketing Procurement Policies*;
 - (c) *Personnel Policies* ~~User Information~~
- (5) Adopt rules and regulations for the conduct of business; and
- (6) Perform such other functions as are required to accomplish the purposes of this Agreement.

SECTION 4. POWERS.

Comment [T11]: Based on Executive Committee's recommendation on June 5, 2015, title will remain General Manager in JPA; the Board can still retain the title of CEO/General Manager in the personnel contract, if desired. All subsequent references to Chief Executive Officer have been proposed for deletion.

Comment [T12]: Based on Executive Committee's direction on August 7, 2015, all reference to General Manager should be changed to Chief Executive Officer. All subsequent references to General Manager have been proposed for deletion.

Comment [T13]: This has never been done. Is it applicable?

Comment [T14]: This language is required and usually waived upon appointment; Omnitrans needs to formally waive when appointing new hires in these positions.

Comment [T15]: Amendment No. 5 language incorporated into Section 3.D. with position titles proposed for revision to align with existing position titles.

Comment [T16]: Do we want to get this specific? This goes on & on - while future administrations may not perform same plans.

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Comment [CG17]: The question came up in the Executive Committee meeting with regard to granting the power to tax. Omnitrans, as a JPA does now have that authority pursuant to Government Code 6502

Comment [T18]: Do we want to consider adding power of eminent domain?

Omnitrans shall have the common power of the parties to own, operate and maintain a public transit system; and, in the exercise of the power under this Agreement, Omnitrans is authorized in its own name to:

- (1) Sue and be sued;
- (2) Employ agents and employees and contract for professional services;
- (3) Make and enter contracts;
- (4) Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- (5) Acquire and convey real and personal property;
- (6) Incur debts, obligations and liabilities, provided, however, the debts, obligations and liabilities incurred by Omnitrans shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- ~~(6)(7)~~ *Levy a fee, assessment or tax*
- ~~(7)(8)~~ *Power of eminent domain*
- ~~(8)(9)~~ Invest funds not required for immediate use as the Board determines advisable - - in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code; and
- ~~(9)(10)~~ Do all other acts reasonable and necessary to carry out the purpose of this Agreement.

Such powers are subject to the statutory restrictions upon the manner of exercising the powers of the City/County of San Bernardino.

Comment [CG19]: Government Code 6502 was amended in September of 2014 to specifically state that these powers may be delegated to a JPA

Comment [T20]: Executive Committee direction to include Power of Eminent Domain for discussion by the Board of Directors.

Comment [T21]: Change to County of San Bernardino?

Comment [T22]: *Yes*

SECTION 5. FISCAL YEAR.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the twelve (12) month period from July 1 to and including the following June 30.

SECTION 6. FINANCIAL SUPPORT.

~~At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be provided by the various contracting entities for the ensuing fiscal year. A separate route mileage charge for each transit division shall be utilized for calculating contractual fees. Any unanticipated or unusually~~

~~large overhead or administrative charges incurred by a transit division shall also be charged to said division. In the use of sub-contractor service, Omnitrans shall determine an appropriate percentage override to equitably fund overall Omnitrans activities.~~

Comment [T23]: No longer applicable.

Comment [T24]: Lay out the funding as various allocations go to Omnitrans that would go to members.

At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be allocated by the San Bernardino Associated Governments (SANBAG) on behalf of members' jurisdictions. SANBAG as the Transportation Planning Agency for San Bernardino County, and acting as the County Transportation Commission, is responsible for allocating Transportation Development Act (TDA) funding sources for transit and non-transit related purposes that comply with regional transportation plans.

The TDA provides two funding sources:

- 1. Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected statewide.*
- 2. State Transit Assistance fund (STA), which is derived from the statewide sales tax on gasoline and diesel fuel.*

SECTION 7. ~~GENERAL MANAGER-CHIEF EXECUTIVE OFFICER~~

The ~~General Manager~~ *Chief Executive Officer* ~~of San Bernardino Transit System shall be the first General Manager~~ of Omnitrans and shall serve at the pleasure of and upon the terms prescribed by the Board of Directors.

The ~~General Manager~~ *Chief Executive Officer* shall be responsible for carrying out the policy and directives of the Board of Directors. The duties of the ~~General Manager~~ *Chief Executive Officer* shall include:

1. The preparation and submission to the Board of Directors of the annual operating and capital improvement budgets ~~as provided in Section 6 of this agreement.~~
2. The appointment, assignment, direction, supervision, and subject to the personnel rules adopted by the Board of Directors, the discipline or removal of Omnitrans employees;
3. Advising the Board of Directors concerning all matters relating to the operation of Omnitrans and the various programs of work, promotion and expansion;
4. Providing periodic financial reports covering Omnitrans and its operations in the manner and at the times determined by the Board of Directors; and

5. Approving for payment, under the procedure adopted by the Board of Directors, all valid demands against Omnitrans.

SECTION 8. TREASURER.

The Treasurer of the Authority shall receive, have custody of, and disburse Authority funds pursuant to the accounting procedures developed by the Authority Board *in conformance with Government Accounting Standards as nearly as possible in accordance with normal procedures of the City of San Bernardino*, and shall make disbursements required by this Agreement to carry out any of the provisions or purposes of this Agreement.

Comment [T25]: Define to FTA?

Comment [T26]: No. not all monies come under FTA.

SECTION 9. CONTROLLER.

The Director of Finance, as Controller, shall issue checks to pay demands against Omnitrans, which have been approved by the General Manager. He shall be responsible on his official bond for his approval for the disbursement of Omnitrans money.

Comment [T27]: Applicable?

Comment [T28]: Yes.

The Controller shall keep and maintain records and books of accounts on the basis of the uniform classification of accounts adopted by the State Controller. The books of accounts shall include records of assets and liabilities and of contributions made by each party.

Comment [T29]: This needs to remain; there should be some record of contribution when members joined.

~~SECTION 10. GETTING STARTED.~~

~~A. Organizational Meeting.~~

~~The organizational meeting of the Board of Directors shall be called by the Chairman of the Board of Supervisors, who, after consultation with the other members, shall specify the date, time and place of meeting. The appointees shall meet and organize and shall elect a Chairman and Vice Chairman from their number, who shall serve for a period to be established by the Board of Directors. The organized Board of Directors shall adopt rules of procedure and shall establish a time for regular meetings, provided, however, that meetings shall be held not less often than four times per year.~~

Comment [T30]: Delete Section 10 as it refers to initial start up in 1976.

Comment [T31]: Okay to delete.

~~At its organizational meeting the Board shall:~~

~~(1) Provide for notice of Joint Exercise of Powers Agreement to be filed with the Secretary of State within thirty (30) days after the effective date of this Agreement;~~

~~(1) Appoint a Technical Committee, which shall perform supportive functions necessary for the well being of the Authority;~~

~~(2) Provide for the selection of an Attorney.~~

~~Not later than 120 days following the organizational meetings of its Board, Omnitrans shall complete all required acts and procedures preliminary to initiating public transportation services; and within this time, on a date to be determined by the Board, Omnitrans shall commence and maintain the public transportation service in accordance with this Agreement.~~

~~A. Transfer of Assets~~

~~Within the period provided by Subparagraph A (120 days), and prior to initiating public transportation service, the Board of Directors shall accept for Omnitrans the conveyance and/or assignment of the assets scheduled in Exhibits "A" and "B", which Exhibits are attached to and made a part of this Agreement. Each party shall convey and/or assign, and Omnitrans shall accept, the scheduled assets subject to any encumbrance and any conditions listed. Omnitrans shall assume any outstanding indebtedness and the obligation of any conditions so listed.~~

Comment [T32]: Exhibits "A" and "B" attached and recommended for deletion.

~~B. Employee Seniority Rights~~

~~Omnitrans management may transfer employees between divisions, and any seniority rights of employees shall be as approved by the Board of Directors or as set forth in any applicable memorandum of understanding.~~

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~~(Section 10.C. amended September 1, 1984) – Amendment No. 6 – Language incorporated in above paragraph. – Initial JPA language incorporated Exhibits "C" and "D"; Amendment No. 6 removed any reference to these exhibits.~~

Comment [T33]: Exhibits "C" and "D" attached and recommended for deletion.

~~(Section 10.C. amended November 1, 1979) – Amendment No. 2~~

~~C. Provision of Transit Service.~~

~~On the date it initiates transportation service, Omnitrans shall exercise the common power of the parties by providing and maintaining a public transportation service in accordance with the desires of the various Transit Service Authorities. The~~

~~Transit Service Authorities will determine service characteristics within their jurisdiction, which characteristics will include hours of operation, frequency, and areas or routes to be served. Within Omnitrans capabilities, as determined by the Board of Directors, service may also be provided to points outside the jurisdictional limits of the Transit Service Authorities if so requested. The parties who request extended service will be billed accordingly. Initially, the same fares and at least the same minimum service levels including equipment type shall be maintained by Omnitrans as was last provided by San Bernardino Transit System or the County, subject to the desire of the local Transit Service Authority to pay for said service under provisions of Section 6. Within Omnitrans capabilities, expanded transportation services, routes, and facilities shall be provided. As determined, Omnitrans shall provide a standardized system of fares and a uniform system of transfers.~~

~~For the period commencing upon the effective date of this Agreement and terminating July 1, 1980, Omnitrans shall maintain the central maintenance and operations headquarters for Omnitrans within the City limits of the City of San Bernardino and during said period shall not remove said central maintenance and operations headquarters from the City of San Bernardino without the City's written permission first obtained.~~

~~In the performance of its function, Omnitrans shall seek out and utilize all available programs of assistance and shall establish and maintain close liaison with regional, State, and Federal advisory and regulatory bodies.~~

~~D. Organizational Structure~~

~~Omnitrans shall operate utilizing a divisional structure appropriate to serve the needs of the various Transit Service Authorities. Initially, such organizational structure shall substantially conform to the structure outlined in Exhibit "E" which is attached hereto. The organizational structure may later be modified by the Board of Directors.~~

Comment [T34]: Exhibit "E" attached and recommended for deletion.

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SECTION 11. PARTIES' LIABILITY.

Each party to this Agreement, whether individually or collectively, does not assume, nor shall a party be deemed to assume, liability for:

- (1) Any act of Omnitrans or for any act of Omnitrans agents or employees;
- (2) The payment of wages, benefits, or other compensation of officers, agents or employees of Omnitrans; or
- (3) The payment of workmen's compensation or indemnity to agents or employees of Omnitrans for injury or illness arising out of performance of this Agreement.

SECTION 12. ASSIGNABILITY.

With the unanimous approval of, and upon the terms agreed upon by the parties hereto, all or any of the rights and property subject to this Agreement may be assigned to facilitate, under the direction of another, the purpose of this Agreement, provided, however, no right or property of Omnitrans shall be assigned without compliance with all conditions imposed by any State or Federal entity from whom Omnitrans has procured financial assistance.

SECTION 13. ADDITIONAL PARTIES.

Any general purpose local public jurisdiction may join Omnitrans. Any such jurisdiction so joining shall become a member subject to:

- (1) Approval of the Board of Directors;
- ~~(2) Acquisition of at least \$5,000 of capital asset value of Omnitrans by either purchasing same from an existing shareholder or contributing funds in like amount to the capital asset account of Omnitrans; and~~

~~(3)~~(2) Execution of this Joint Powers Agreement.

Any such agency meeting the above conditions shall be entitled to appropriate representation on the Board of Directors as provided in Section 3.

SECTION 14. TERM.

This *original* Agreement ~~shall~~ become effective on March 3, 1976, and *this Amended and Restated Agreement shall become effective on _____, and* shall continue in force until terminated by mutual agreement of the parties.

SECTION 15. WITHDRAWAL OF PARTY.

Any party may withdraw from this Agreement as of the first day of July of any year following six (6) months' notice to the other parties by resolution of intent to withdraw adopted by the legislative body of the party. A withdrawing party shall be compensated for its total capital asset value contributed less appreciation, by return of capital assets and/or cash payment, over a period not to exceed five (5) years, the method to be determined by the Board of Directors.

Comment [T35]: Delete?

Comment [T36]: Language still required; do not remove

SECTION 16. ~~WINDING-UP.~~ DISSOLUTION PROCEDURES

A. General Provision.

If this Agreement is terminated, assigned, or transferred in whole or in part, *except as provided in subsection B.*, all assets owned by Omnitrans shall be distributed to the parties. Distribution to each party shall be made in the same proportion as that reflected in the parties' accumulated capital contribution accounts as shown in the Controller's books of accounts. Cash may be distributed in lieu of property or equipment.

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If the parties cannot agree as to the valuation of property or to the manner of its distribution, the distribution or valuation shall be made by a panel of three (3) referees. One (1) referee shall be appointed by the objecting entity(ies) and one (1) referee shall be selected and appointed by the Board of Directors, and those referees shall appoint a neutral referee.

Comment [CG37]: My thought on this is to replace the capital contribution with the allocated percentages of TDA funding for purposes of distribution.

This Agreement shall not terminate until all property has been distributed in accordance with this provision; and the winding up and property distribution

hereunder shall be effected in the manner calculated to cause the least disruption to existing public transportation service.

Comment [T38]: Language must remain; Do not delete. Dissolution procedures may need to be amended.

B. In the event that Omnitrans opts to dissolve for purposes of changing its governance structure, all assets and liabilities will transfer to the successor agency.

Comment [T39]: We can add a provision that in the event Omnitrans decides to convert to a Transit District, all assets and liabilities will transfer to the Transit District.

C. ~~Repurchase Option – City of San Bernardino~~

~~In the event of dissolution of Omnitrans for any reason, the City of San Bernardino shall have the first right to purchase the central maintenance facility at 5th and Museoy in the City of San Bernardino and 75% of the appraised value of all motor vehicles and equipment listed in Exhibit “A”, provided that during the first five (5) years of this Agreement, the number of vehicles available for said purchase shall be at least equal to the number of vehicles listed in Exhibit “A” hereof. In the event the City of San Bernardino, within thirty (30) days of the date of the establishment of the price as hereinafter set forth, determines the price thus determined to be satisfactory, it shall notify Omnitrans or its representative in writing of its acceptance. Payment of the purchase price shall be accomplished within three (3) years from the date of said acceptance. Should the City of San Bernardino decline to purchase said assets, then Omnitrans shall be free to dispose of said assets in accordance with Paragraph A above and shall not be under any further obligation to the City of San Bernardino. The appraised value of the assets that the City of San Bernardino shall have the first right to purchase shall be determined as follows:~~

~~(1) The City of San Bernardino and Omnitrans shall each appoint a qualified appraiser to determine the fair market value of said assets being acquired by City. In the case of equipment purchased with the assistance of Federal grants, the appraisers shall determine the appraised value of only the local matching share of said assets being acquired by the City. In the event the two appraisers agree on a purchase price, this shall be the purchase price established for purposes of this repurchase option.~~

~~(1) In the event the two appointed appraisers are unable to agree on the fair market value of the assets, they shall jointly appoint a third independent appraiser and the three appraisers shall arrive at a purchase price for said assets by~~

~~functioning as an arbitration panel. The purchase price thus established as fair market value, shall be the purchase price established for the said assets by said City from Omnitrans and, the City shall pay said price within three (3) years from the date it accepts said price. The City of San Bernardino shall be required to notify Omnitrans of its representative in writing of its acceptance or rejection of said purchase price within thirty (30) days from the date it is notified of the final price determination. Should the City of San Bernardino decline to purchase said assets, then Omnitrans shall be free to dispose of the same in accordance with Paragraph A above.~~

~~(2) The parties hereto shall each pay their respective appraisers, and in the event it is necessary to employ the third appraiser, the parties shall equally share the cost.~~

Comment [T40]: Okay to delete this section.

SECTION 17. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a Court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. SUCCESSORS.

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

SECTION 19: MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts and a copy may be used as an original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Dated: March 8, 1976

COUNTY OF SAN BERNARDINO

ATTEST:

Leona Rap?? (signature)
Clerk of the Board *Laura Welch*

Dennis Hansberger (signature)
Chairman, Board of Supervisors *James Ramos*

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Dated: March 1, 1976

CITY OF CHINO

ATTEST:

Joan A. Kruse (signature)
City Clerk ~~(Assistant)~~ *Angela Robles*

Bob B. McLeod (signature)
Mayor *Dennis R. Yates*

Dated: January 8, 1992

CITY OF CHINO HILLS

ATTEST:

Denise C. Cattern (signature)
~~Deputy~~ City Clerk *Cheryl Balz*

Gwenn Norton Perry (signature)
Mayor *Cynthia Moran*

Dated: March 5, 1976

CITY OF COLTON

ATTEST:

Helen A. Ramos (signature)
City Clerk *Carolina R. Padilla*

? (signature)
Mayor *Richard A. DeLaRosa*

Dated: March 9, 1976

CITY OF FONTANA

ATTEST:

Patricia M. Murray (signature)
City Clerk *Tonia Lewis*

Frank Horzen (signature)
Mayor *Aquanetta Warren*

Dated: April 11, 1979

CITY OF GRAND TERRACE

ATTEST:

Seth Armstead (signature)
City Clerk *Pat Jacquez-Nares*

Tony Petta (signature)
Mayor *Darcy McNaboe*

Dated: April 26, 1988

CITY OF HIGHLAND

ATTEST:

Pamela L. Lee (signature)
City Clerk *Betty Hughes*

Dennis Johnson (signature)
Mayor *Larry McCallon*

Dated: March 8, 1976

CITY OF LOMA LINDA

ATTEST:

2 (signature)
City Clerk *Pamela Byrnes-O'Camb*

Kent Dickinson (signature)
Mayor *Rhodes Rigsby*

Dated: February 26, 1976

CITY OF MONTCLAIR

ATTEST:

Gertrude L. Hill (signature)
Deputy City Clerk *Andrea M. Phillips*

Harold M Hayes (signature)
Mayor *Paul M. Eaton*

Dated: February 27, 1976

CITY OF ONTARIO

ATTEST:

Marie Correggia (signature)
~~Deputy~~ City Clerk *Mary E. Wirtes*

Paul A. Treadway (signature)
Mayor *Paul S. Leon*

Dated: September 19, 1978

CITY OF RANCHO CUCAMONGA

ATTEST:

Lauren M. Wasserman (signature)
City Clerk *Janice C. Reynolds*

James C. Frost (signature)
Mayor *L. Dennis Michael*

Dated: March 8, 1976

CITY OF REDLANDS

ATTEST:

Peggy A. Moseley (signature)
City Clerk *Sam Irwin*

Jack B. Cummings (signature)
Mayor *Paul W. Foster*

Dated: March 5, 1976

CITY OF RIALTO

ATTEST:

Joseph H. Sampson (signature)
City Clerk *Barbara A. McGee*

Vernon A. Craig (signature)
Mayor *Deborah Robertson*

Dated: March 8, 1976

CITY OF SAN BERNARDINO

ATTEST:

Lucille ? (signature)
City Clerk *Georgeann Hanna*

W. R. Holcomb (signature)
Mayor *R. Carey Davis*

Dated: February 26, 1976

CITY OF UPLAND

ATTEST:

Doreen K. ? (signature)
City Clerk *Jeannette Vagnozzi*

Abner B. Hildeman (signature)
Mayor *Ray Musser*

Dated: June 6, 1990

CITY OF YUCAIPA

ATTEST:

Leslie Keane Stratton (signature)
City Clerk *Jennifer Shankland*

Gary R. Pitts (signature)
Mayor *Dennis Hoyt*

EXHIBIT "A"
RELATES TO SECTION 10, PAGE 9
PROPOSED FOR DELETION

Exhibit A
Page 1 of 3

ASSETS TO BE TRANSFERRED BY
SAN BERNARDINO TRANSIT SYSTEM,
THE CITIES OF COLTON, FONTANA, LOMA LINDA,
REDLANDS, RIALTO, SAN BERNARDINO,
AND THE COUNTY OF SAN BERNARDINO

	<u>Cost/Value</u>
Land, Structures & Improvements	\$ 260,409
Bus Fleet	587,624
Service Vehicles	16,051
Shop Equipment	19,738
Office Furniture and Equipment	5,929
Radio Equipment	19,600
Fare Boxes	<u>10,650</u>
Total Cost/Value	<u>\$ 920,001</u> <u>=====</u>

RECAP BY AGENCIES

	<u>Amount</u>
Colton	\$ 46,093
Fontana	2,166
Loma Linda	11,914
Redlands	70,403
Rialto	50,726
San Bernardino	420,439
County	<u>318,260</u>
	<u>\$ 920,001</u> <u>=====</u>

NOTE: Minor adjustments to be made through 6/30/76 for additions, deletions, and depreciation.

LAND, STRUCTURES & IMPROVEMENTS

5th & Muscott Site	\$ 220,909
Bus Benches (300)	9,000
Bus Shelters (12)	6,000
Bus Stop Signs (1,500 +)	<u>24,500</u>
	<u>\$ 260,409</u>
	=====

BUS FLEET

Number Of Bus	Unit No.	Make	Model	Year of Manufacture	Seats	
2	400-401	GMC	TDH-3207	1947	32	\$ 2,000
1	403	GMC	TDH-3207	1947	32	1,000
2	407-408	GMC	TDH-3207	1947	32	2,000
2	500-501	GMC	TDH-3610	1948	36	2,000
1	505	GMC	TDH-3612	1949	36	1,000
1	304	GMC	TDH-3207	1951	31	1,000
4	5101-5104	GMC	TDH-5105	1958	51	16,000
4	300-303	GMC	TGH-3102	1961	31	14,000
15 (1)	800-814	FLX	411-HD-D1-1 A/C	1967	35	61,500
1		GMC	350	1973	18	7,500
5	100-104	MBZ	0309D	1974	19	114,405
16 (2)	1000-1015	FLX	45102-8-1	1975	36	173,109
10 (3)						110,000
15 (4)						<u>82,110</u>
						<u>\$587,624</u>
						=====

(1) UMTA Grant; 33% Paid by SBTS; Total \$184,500

(2) UMTA Grant; 20% Paid by SBTS; Total \$865,545

(3) UMTA Grant; 20% Paid by SBTS; Total \$550,000

(4) UMTA Grant; 17% Paid by SBTS; Total \$483,000

SERVICE VEHICLE

<u>Number</u>	<u>Description</u>	<u>Year of Manufacture</u>	<u>Cost/Value</u>
1	Chevrolet 1/2-ton pick-up, Apache 200	1959	\$ 200
1	Ford Galaxie 4-door sedan, (390)	1967	700
1	Ford 4-door sedan (300)	1963	200
1	Plymouth 4-door sedan (317)	1972	957
1	Ford Courier Compact Pick-up	1974	2,997
2 (1)	Ford Maverick 4-door sedan	1975	1,685
1 (2)	Truck with mounted hoist		<u>9,312</u>
			<u>\$16,051</u> =====

(1) UMTA Grant; 20% Paid by SBTS; Total \$8,426

(2) UMTA Grant; 20% Paid by SBTS; Total \$45,225

GRANTS OUTSTANDING - ASSIGNED TO OMNITRANS

UMTA CA-03-0093 (Portion) & CA-05-0006 (Portion)

9 New 35-foot diesel air-conditioned transit busses, less tires	\$117,328
1 New supervisory vehicle	1,076
1 New bus washer	11,938
1 new bus vacuum	4,778
17 new registering fareboxes	<u>7,926</u>
	<u>\$143,046</u> =====

EXHIBIT "B"
RELATES TO SECTION 10, PAGE 9
PROPOSED FOR DELETION

yes not include Desert
- /4/76

EXHIBIT B

ASSETS TO BE TRANSFERRED BY
THE COUNTY OF SAN BERNARDINO AND THE
CITIES OF CHINO, FONTANA, MONTCLAIR,
ONTARIO AND UPLAND

TRANSIT ASSETS

	<u>Purchase Price</u>
Bus Fleet	\$ 410,107.64
Attached Equipment	16,869.40
Shop Equipment	1,750.16
Office & Misc. Equipment	<u>30,936.41</u>
	\$ 459,663.61

<u>ENTITY</u>	<u>EQUITY</u>
Chino	\$ 40,465.47
Fontana	27,924.27
Montclair	31,727.28
Ontario	26,820.59
San Bernardino County	299,082.97
Upland	<u>33,643.03</u>
	\$ 459,663.61

NOTE: Minor adjustments to be made through 6/30/76 for additions, deletions, and depreciation.

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

BUS FLEET**

<u>QTY.</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR OF MANUFACTURE</u>	<u>SEATS</u>	<u>NUMBERS</u>	<u>PURCHASE PRICE</u>
16	Mercedes	0309D	1974	16	20700-20715	\$ 368,837.60
1	Dodge	Van	1974	16	20720	11,750.10
1	Dodge	Van	1975	16	20722	13,340.10
1	Dodge	Van w/lift	1975	13	20800	16,179.84
						<u>\$ 410,107.64</u>

** Sedans used ty Transit Superintendent, dispatchers and for driver switching, plus pick-up truck for mechanic will be itemized at a future time when required number determined.

ATTACHED EQUIPMENT

<u>QTY.</u>	<u>DESCRIPTION, MAKE AND SERIAL #</u>	<u>PURCHASE PRICE</u>
16	Fuel Tank, 40-gallon	\$ 5,653.44
16	Air Conditioner, Rear	8,585.60
1	Wheel Chair	-0-
19	Fare Box (Pine-o-matic)	2,630.36
		<u>\$ 16,869.40</u>

SHOP EQUIPMENT

<u>QTY.</u>	<u>DESCRIPTION, MAKE AND SERIAL #</u>	<u>PURCHASE PRICE</u>
25	First Aid Kit	\$ 548.96
3	Tool Box	754.17
6	Fire Extinguisher	82.29
5	Snow Chains	122.66
16	Reflector	242.08
		<u>\$ 1,750.16</u>

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

OFFICE AND MISC. EQUIPMENT

<u>QTY.</u>	<u>DESCRIPTION, MAKE AND SERIAL #</u>	<u>PURCHASE PRICE</u>
1	Camera, Polaroid	\$ 2,120.00
24	Cash Box	120.25
2	Coin Counter and Sorter	1,636.64
2	Tab Card File Cabinet	99.74
109	Bus Bench	7,741.18
540	Bus Stop Sign	<u>19,218.60</u>
		\$ 30,936.41

GRANTS, AGREEMENTS, LEASES TO BE
ASSUMED BY OMNITRANS

UMTA, CAPITAL 1974-75, No. CA-050005, SBd. Co.

UMTA, CAPITAL 1974-75, No. CA-050009, WVTSA

***UMTA, OPERATING 1974-75, No. CA-054016, WVTSA

***UMTA, OPERATING 1975-76, None Assigned, WVTSA

***UMTA, OPERATING 1975-76, None Assigned, SBd. Co.

FHWA, DEMONSTRATION PROJECT 1975-76, SCH 750-70704, SBd. Co.

WVTSA, Transit Service Agreement

Riverside County, Transit Service Agreement

*** Operating Grants to be reimbursed to San Bernardino County
for advanced operating funds.

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

SBD. CO., EQUIPMENT LEASE PURCHASES
TO BE ASSUMED BY OMNITRANS

<u>QTY.</u>	<u>ITEM</u>	<u>MONTHLY RATE</u>
4	Office Desk	\$ 96.00
2	Office Trailer	270.00
2	Filing Cabinet	25.00
3	Desk Calculator	148.40
3	Typewriter	127.62

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

METRO DIVISION	FOR INFORMATION PURPOSES				EXHIBIT "C"	
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76		ACCURAL RATE VACATION TIME	PROJECTED SBT'S HRLY RATE AS OF 7/1/76	
		SICK TIME	VACATION TIME			
				SICK LEAVE	RELATES TO SECTION 10, PAGE 9 PROPOSED FOR DELETION	

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

METRO DIVISION	FOR INFORMATION PURPOSES				PROJECTED SBT HRLY. RATE AS 1/28/76
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME	ACCUMULATED SICK LEAVE	ACCUMULATED VACATION TIME	
Harris, J	6-11-73	104.90	47.44	3.70 hrs. bi-wkly	5.50
Hatch, J	7-5-61	395.50	28.04	3.70 "	5.50
Heenan, T	5-24-67	531.30	33.90	3.70 "	5.50
Heywood, F	10-19-73	64.80	15.46	3.70 "	5.50
Hinojosa, J	2-15-73	116.20	31.20	3.70 "	5.50
Holmes, O	5-2-75	54.70	52.36	3.70 "	5.00
Hrovat, F	11-8-71	115.10	10.72	3.70 "	5.50
Ingram, J	4-28-75	62.90	52.36	3.70 "	5.00
Jenkins, E	4-17-73	135.00	38.94	3.70 "	5.50
Kuehnau, B	5-23-74	119.90	52.44	3.70 "	5.50
Laiss, E	7-5-61	238.70	33.45	3.70 "	5.50
Lithen, R	3-17-75	77.70	64.68	3.70 "	5.00
Madison, O	6-26-74	40.80	46.28	3.70 "	5.50
Martinez, F	4-28-75	7.50	52.36	3.70 "	5.00
Mathiot, M	3-17-75	28.30	64.68	3.70 "	5.00
Mejendez, R	5-28-74	48.10	52.44	3.70 "	5.5
Melissani, C	11-5-70	224.45	20.34	3.70 "	5.50
Morales, A	10-16-73	51.40	19.42	3.70 "	5.50
Morrone, J	5-13-74	45.30	55.52	3.70 "	5.00
Nosser, B	11-21-73	2.70	12.56	3.70 "	5.50
Oerby, R	5-10-68	207.80	137.66	3.70 "	5.50
Patterson, N	4-7-65	41.60	89.14	3.70 "	5.50
Reed, E	5-28-74	110.80	52.44	3.70 "	5.00
Reyes, R	1-22-73	1.14	73.78	3.70 "	5.50
Reynosa, R	6-2-76	108.90	96.24	3.70 "	5.50

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

FIRE DIVISION	FOR INFORMATION PURPOSES			PROJECTED SBT: HRLY RATE AS OF 7/1/76	
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME VACATION TIME	SICK LEAVE ACCURUAL RATE VACATION TIME		
Rodriguez, A	11-6-72	110.00	2.72	3.70 hrs. bi-wkly	5.50
Romero, D	4-29-75	54.90	52.36	3.70 " " 3.08 "	5.00
Rowe, G	6-4-63	60.20	69.90	3.70 " " 4.62 "	5.50
Sams, A	11-17-71	18.20	1.72	3.70 " " 3.08 "	5.5
Schmitt, M	10-20-75	22.20	18.48	3.70 " " 3.08 "	4.75
Schubert, E	7-5-61	678.50	41.66	3.70 " " 4.62 "	5.50
Shull, R	10-20-75	22.20	18.48	3.70 " " 3.08 "	4.75
Smith, R	3-31-75	12.30	64.68	3.70 " " 3.08 "	5.00
Stone, E	10-20-75	22.20	18.48	3.70 " " 3.08 "	4.75
Sweet, R	10-20-75	22.20	18.48	3.70 " " 3.08 "	4.75
Sylvor, D	7-15-74	117.40	43.20	3.70 " " 3.08 "	5.25
Thomas, C	3-5-69	26.50	125.54	3.70 " " 4.62 "	5.50
Thomas, G	4-28-75	54.90	52.36	3.70 " " 3.08 "	5.00
Thomas, M	10-20-75	22.20	18.48	3.70 " " 3.08 "	4.75
Walker, E	5-10-68	284.70	143.66	3.70 " " 4.62 "	5.5
Warren, F	3-17-75	34.70	64.68	3.70 " " 3.08 "	5.00
Washington, B	11-17-61	31.50	25.53	3.70 " " 4.62 "	5.50
West, W	7-15-74	52.30	3.00	3.70 " " 3.08 "	5.25
White, J	6-10-69	10.00	142.54	3.70 " " 4.62 "	5.50
Wilson, D	3-11-74	93.10	70.92	3.70 " " 3.08 "	5.00

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

METRO DIVISION	FOR INFORMATION PURPOSES					PROJECTED SBT'S HRLY RATE AS OF 7/1/76
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME	VACATION TIME	SICK LEAVE ACCRRUAL RATE VACATION TIME		
lackford, E	5-8-74	14.80	52.44	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	5.50
oomer, R	2-25-74	52.10	74.00	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	5.50
lauson, J	8-6-63	67.80	50.56	3.70 " " "	4.62 " "	5.50
rabtree, D **	4-7-75	----	----	-----	-----	3.75
uthrie, R	5-13-74	14.80	44.44	3.70 " " "	3.08 " "	5.50
ing, L	10-1-68	93.00	33.45	3.70 " " "	4.62 " "	5.50
rizan, J	3-9-70	25.90	102.16	3.70 " " "	4.62 " "	5.50
cCray, L	6-16-73	78.00	52.52	3.70 " " "	3.08 " "	5.50
all, W	5-28-74	9.90	55.52	3.70 " " "	3.08 " "	5.50
utledge, D	4-29-75	55.60	52.36	3.70 " " "	3.08 " "	5.00

*UNDER CONTRACT

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

METRO DIVISION	FOR INFORMATION PURPOSES				
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME	VACATION TIME	ACCURAL RATE SICK LEAVE	PROJECTED S HRLY RATE A OF 7/1/76
INTERMEDIATE -ERK-TYPIST Nardella, Luann	3-5-74	77.20	102.92	3.70 hr. bi-wkly 3.08 hr. bi-wkly	4.09
SPECTOR- DISPATCHER					
Breeden, Richard	7-5-61	346.10	74.96	3.70 hrs. bi-wkly 4.62 hrs. bi-wkly	5.80
Gomez, Felix	1-16-67	62.80	117.10	3.70 " " " "	5.80
Haid, Joseph	11-6-72	184.80	96.72	3.70 " " " "	5.80
Ross, Rex	7-5-61	242.10	88.66	3.70 " " " "	5.80
INTENANCE SUPT. Wegener, Martin	7-5-61	481.30	69.66	3.70 " " " "	8.30
JIPMENT MECHANIC FOREMAN Flores, Robert	4-21-75	70.30	58.52	3.70 " " " "	6.24
JIPMENT MECHANIC					
Albright, Bobby	5-20-68	288.10	77.52	3.70 hrs. bi-wkly 4.62 hr. bi-wkly	6.22
Carthen, James	7-28-69	452.10	60.34	3.70 " " " "	6.22
Gilman, Richard	3-17-75	49.70	64.68	3.70 " " " "	5.66
Gonzales, Frank	6-19-74	123.40	49.36	3.70 " " " "	6.22
Jenkins, Edward	3-17-75	57.70	64.68	3.70 " " " "	5.66
Lyons, Jack	3-17-75	53.70	64.68	3.70 " " " "	5.66
Williams, Walker	5-15-68	627.20	229.66	3.70 " " " "	6.22

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

Page 6 of 6
1/28/76

FOR INFORMATION PURPOSES						
METRO DIVISION	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76		ACCUAL RATE		PROJECTED SBT HRLY RATE AS OF 7/1/76
		SICK TIME	VACATION TIME	SICK LEAVE	VACATION TIME	
UTILITY SERVICE MAN	11-15-71	390.50	36.64	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	4.40
	2-5-61	830.80	65.04	3.70 " " "	4.62 " " "	4.40
	5-2-75	62.90	52.36	3.70 " " "	3.08 " " "	4.00
	4-29-75	54.90	52.36	3.70 " " "	3.08 " " "	4.00
	4-20-70	29.60	34.76	3.70 " " "	3.08 " " "	4.40
	8-6-74	75.90	3.16	3.70 " " "	3.08 " " "	4.40
MAINTENANCE MAN	4-28-75	62.90	52.36	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	4.00
TRANSPORTATION SUPERVISOR	7-5-61	886.50	239.10	3.70 hrs. bi-wkly	4.62 hrs. bi-wkly	8.30
ADMINISTRATIVE ASSISTANT	5-6-74	180.10	43.32	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	7.35
GENERAL MANAGER	11-1-74	118.40	98.56	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	12.33

EXHIBIT "D"
RELATES TO SECTION 10, PAGE 9
PROPOSED FOR DELETION

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Administrative
Services Officer

<u>Name</u>	<u>Original Date of Hire</u>	<u>Leave Balance</u> ①		<u>Accrual Rate</u> ② ③		<u>Hourly Rate</u> ②
		<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	
Kay, Albert	5/14/62	603.96	224.02	3.70	6.15	\$10.65

Salary anniversary date - 9/5/69

Transit Superintendent

Pine, Alfred	9/05/52	960	320	3.70	7.69	9.20
--------------	---------	-----	-----	------	------	------

Salary anniversary date - 4/28/75

Transit Technician

Croy, Melvin	11/7/68	213.94	24.16	3.70	4.62	6.53
--------------	---------	--------	-------	------	------	------

Salary anniversary date - 8/13/73

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDFOR INFORMATION PURPOSES

<u>Intermediate Clerk Typist</u>		<u>Leave Balance</u> ①		<u>Accrual Rate</u> ② ③		
<u>Name</u>	<u>Original Date of Hire</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Hourly Rate</u> ②
Ecale, Janet L.	4/28/75	none		3.70	3.08	\$3.71
Latham, Joyce	4/28/75	none		3.70	3.08	3.71
Woodard, Melissa K.	6/30/75	none		3.70	3.08	3.71
 <u>Laborer (part time)</u>						
Bachelor, Richard	11/10/75	none	none	none	none	2.59
Johnson, Allan W.	11/12/75	none	none	none	none	2.59
 <u>Inspector - Dispatcher</u>						
Joye, Richard D.	1/20/75	none		3.70	3.08	5.30
Sharrit, Jimmie L.	3/31/75	none		3.70	3.08	5.30
 <u>Equipment Mechanic</u>						
Stalker, Arland E.	2/10/75	none		3.70	3.08	5.66
Ramo, Harry	3/24/75	none		3.70	3.08	5.66
 <u>Cashier I</u>						
Cloud, Roger D.	7/01/75	none		3.70	3.08	4.64

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

EXHIBIT DSAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Coach Operators West Valley Division		Leave Balance ①		Accrual Rate ② ③		
Name	Original Date of Hire	Sick Leave	Vacation Time	Sick Leave	Vacation Time	Hourly Rate ②
Burke, Morris E.	3/17/75	none		3.70	3.08	\$5.00
Claasen, Glenda G.	3/17/75	none		3.70	3.08	5.00
Cole, Paul B.	3/03/75	none		3.70	3.08	5.00
Herrerra, Rudolfo	2/10/75	none		3.70	3.08	5.00
O'Haver, Gary C.	3/03/75	none		3.70	3.08	5.00
Patterson, Hattie L.	6/17/75	none		3.70	3.08	5.00
Rodriquez, Bonnie L.	3/20/75	none		3.70	3.08	5.00
Szyprka, Annamae	2/10/75	none		3.70	3.08	5.00
Thompson, Ronald M.	2/10/75	none		3.70	3.08	5.00
Turner, Mary F.	7/15/75	none		3.70	3.08	5.00
Vasquez, Philip L.	12/8/75	none		3.70	3.08	5.00
Venegas, Gloria J.	5/06/75	none		3.70	3.08	5.00
Whitford, Marilyn	10/2/75	none		3.70	3.08	5.00
Wright, Merle D.	1/8/75	none		3.70	3.08	5.00

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

EXHIBIT D

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Coach Operators
Metro Division

<u>Name</u>	<u>Original Date of Hire</u>	<u>Leave Balance ①</u>		<u>Accrual Rate ② ③</u>		<u>Hourly Rate</u> (
		<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	
Alcaarez, Bennie J.	11/24/75	none		3.70	3.08	\$5.00
Basini, Bernard	3/03/75	none		3.70	3.08	5.00
Ferrin, Franklin A.	9/04/75	none		3.70	3.08	5.00
Gant, Lawrence O.	2/10/75	none		3.70	3.08	5.00
Golston, Ella L.	10/6/75	none		3.70	3.08	5.00
Roberson, Frances M.	2/10/75	none		3.70	3.08	5.00
Whitten, Philip E.	3/03/75	none		3.70	3.08	5.00

Coach Operators
Redlands/Yucaipa Division

Cooper, Barbara A.	1/13/75	none		3.70	3.08	5.00
Hunt, Duaine	1/13/75	none		3.70	3.08	5.00
Irwin, Francis B.	3/03/75	none		3.70	3.08	5.00
Jordon, Thomas A.	1/13/75	none		3.70	3.08	5.00
Laurie, Shannon R.	2/10/75	none		3.70	3.08	5.00
Little, Thomas L. Sr.	9/04/75	none		3.70	3.08	5.00
Neely, Margaret E.	7/15/75	none		3.70	3.08	5.00
Neumann, Rudolph W.	7/15/75	none		3.70	3.08	5.00
Parker, Bob J.	3/03/75	none		3.70	3.08	5.00
While, Charles L.	3/17/75	none		3.70	3.08	5.00

① Accrued through 1/1/76. To be recalculated for 7/1/76. Vacation shown as blank on pages 2-4 will be calculated as of 7/1/76.

② Projected County hourly rate as of 7/1/76.

③ Per Pay Period.

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDMONTHLY RATES

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Laborer	427	449	471	495	519
Driver	559	587	616	647	679
Intermediate Clerk Typist	580	613	643	675	708
Cashier I	731	767	805	845	887
Coach Operator	779	823	866	909	952
Inspector/Dispatcher	831	875	918	961	1004
Equipment Mechanic	882	932	980	1029	1007
Transit Technician	931	978	1027	1078	1132
Transit Superintendent	1145	1518	1594	1674	1758
Administrative Services Officer	1518	1594	1674	1758	1846

2/4/76

Does Not Include Desert

EXHIBIT E
ORGANIZATIONAL
STRUCTURE

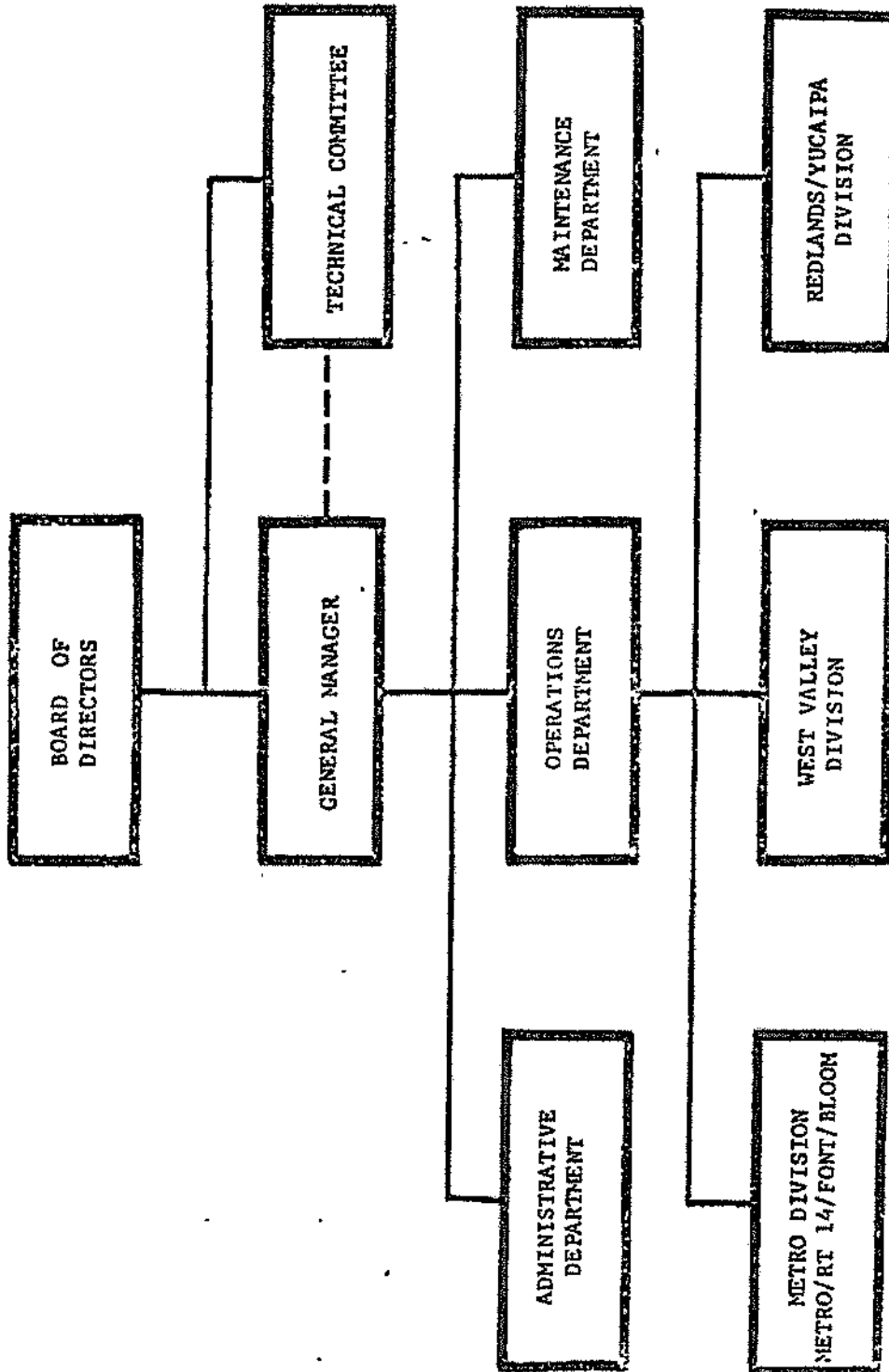


EXHIBIT "E"
RELATES TO SECTION 10, PAGE 11
PROPOSED FOR DELETION

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITIES
OF CHINO, CHINO HILLS COLTON, FONTANA, GRAND TERRACE,
HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO
CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO UPLAND,
AND YUCAIPA CREATING A COUNTY WIDE TRANSPORTATION
AUTHORITY TO BE KNOWN AS “OMNITRANS”.**

THIS AGREEMENT, originally dated for convenience on the 8th day of March, 1976, is hereby amended and restated on _____, 2016, is entered into by and between the COUNTY OF SAN BERNARDINO and the Cities of CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND and YUCAIPA, all of which are bodies politic in the STATE OF CALIFORNIA;

WITNESSETH:

WHEREAS, the County of San Bernardino (hereinafter sometimes referred to as “County”) and the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (hereinafter sometimes referred to as “Cities”) have a mutual interest in deciding upon and implementing a public transit system to serve all the parties, and

WHEREAS, previously certain transit service authorities served sub-areas of the County, utilizing either the County of San Bernardino or San Bernardino Transit System as transit operators; and

WHEREAS, the parties now wish to continue to better coordinate transit efforts by amending and restating the agreement used in creating a single umbrella agency which will provide transit services as requested by the transit service authorities, and will serve the transit needs of the San Bernardino Valley and other areas as required.

NOW, THEREFORE, the County and Cities above mentioned, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. PURPOSE.

Each party to this Agreement has the power to own, maintain, and operate a public transportation system. Under authority of Title I, Division 7, Chapter 5, as amended, of the Government Code of the State of California, the parties desire by joint exercise of their common power, to create and constitute a public transportation entity separate and distinct from each of the parties to be known as “Omnitrans”, which will own, maintain, operate and administer a public transportation system. This transportation system will serve as a unifying umbrella agency to coordinate service desires of the various transit service authorities throughout the San Bernardino Valley, and to provide such service either directly or through subcontract with other operators. The transportation system initially absorbed the public transportation operations of the San Bernardino Transit System, and the County of San Bernardino Transportation Department’s Public Transit Division. Omnitrans will provide a standardized system of fares, a universal system of transfers, and expanded transit services and facilities for the benefit of the citizens of the parties.

SECTION 2. CREATION OF AUTHORITY

Omnitrans was created pursuant to Section 6506 of the California Government Code and said Authority is a public entity separate and apart from the Cities and County which are parties to this Agreement.

SECTION 3. GOVERNING BOARD

A. Membership.

The Authority (Omnitrans) shall be administered by a Board of Directors. The membership of the Board of Directors shall consist of an officially designated Mayor or Council Member from each member City and four seats to be officially designated members from the Board of Supervisors who currently hold the office of Supervisor of the County of San Bernardino. Each City representative may have one alternate who shall be a Mayor or City Council Member officially designated by the City Council. The County representatives may have one alternate who shall be a County Supervisor. The alternates shall serve in an

official capacity and be entitled to vote only in the absence of the official representatives.

B. Voting.

Each member of the Board of Directors shall have one vote. A quorum shall consist of a majority of the membership of the Board of Directors, except that all County representatives on the Board of Directors shall be counted as one for the purpose of establishing a quorum. Less than a quorum may adjourn from time to time. All actions taken by the Board shall require a majority vote of the members present, with a quorum in attendance, provided, however, that adoption of By-laws, Amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board. An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance.

C. Meetings.

(1) Regular Meetings.

The Board of Directors shall provide for its regular meetings; provided, however, it shall hold at least one (1) regular meeting during each quarter of each fiscal year. The dates, hour, and place of the holding of the regular meetings shall be fixed by the Board by resolution.

(2) Ralph M. Brown Act.

All meetings of the Governing Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

(3) Minutes.

The Secretary of the Board shall cause to be kept minutes of regular, adjourned regular, and special meetings of the Governing Board, and shall cause a copy of the minutes to be forwarded to each member of the Board and to each of the parties hereto.

D. Officers.

The Board shall select a Chairman, a Vice Chairman, and other necessary officials. The Secretary shall be the Chief Executive Officer of Omnitrans. The Treasurer of the Authority shall be the Chief Executive Officer of Omnitrans who shall be the depositary and have custody of all money of the Authority from whatever sources. Omnitrans' Director of Finance shall be the Controller of the Authority and shall draw all warrants to pay demands against the Authority. The Attorney for the Authority shall be designated by the Board. The public officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in accordance with Section 6505.1 of the California Government Code. The Authority shall have the authority to appoint or employ such other officers, employees, consultants, advisors, and independent contractors as it may deem necessary.

E. Functions.

The Board of Directors shall perform the following functions:

- (1) Adopt the budget;
- (2) Appoint a Chief Executive Officer;
- (3) Appoint a technical committee;
- (4) Establish policy, including but not limited to:
 - (a) Uniform fares;
 - (b) Procurement Policies;
 - (c) Personnel Policies
- (5) Adopt rules and regulations for the conduct of business; and
- (6) Perform such other functions as are required to accomplish the purposes of this Agreement.

SECTION 4. POWERS.

Omnitrans shall have the common power of the parties to own, operate and maintain a public transit system; and, in the exercise of the power under this Agreement, Omnitrans is authorized in its own name to:

- (1) Sue and be sued;

- (2) Employ agents and employees and contract for professional services;
- (3) Make and enter contracts;
- (4) Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- (5) Acquire and convey real and personal property;
- (6) Incur debts, obligations and liabilities, provided, however, the debts, obligations and liabilities incurred by Omnitrans shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- (7) Levy a fee, assessment or tax
- (8) Power of eminent domain
- (9) Invest funds not required for immediate use as the Board determines advisable - - in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code; and
- (10) Do all other acts reasonable and necessary to carry out the purpose of this Agreement.

Such powers are subject to the statutory restrictions upon the manner of exercising the powers of the County of San Bernardino.

SECTION 5. FISCAL YEAR.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the twelve (12) month period from July 1 to and including the following June 30.

SECTION 6. FINANCIAL SUPPORT.

At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be allocated by the San Bernardino Associated Governments (SANBAG) on behalf of members’ jurisdictions. SANBAG as the Transportation Planning Agency for San Bernardino County, and acting as the County Transportation Commission, is responsible for allocating Transportation Development Act (TDA) funding sources for transit and non-transit related purposes that comply with regional transportations plans.

The TDA provides two funding sources:

1. Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected statewide.
2. State Transit Assistance fund (STA), which is derived from the statewide sales tax on gasoline and diesel fuel.

SECTION 7. CHIEF EXECUTIVE OFFICER

The Chief Executive Officer of Omnitrans shall serve at the pleasure of and upon the terms prescribed by the Board of Directors.

The Chief Executive Officer shall be responsible for carrying out the policy and directives of the Board of Directors. The duties of the Chief Executive Officer shall include:

1. The preparation and submission to the Board of Directors of the annual operating and capital improvement budgets;
2. The appointment, assignment, direction, supervision, and subject to the personnel rules adopted by the Board of Directors, the discipline or removal of Omnitrans employees;
3. Advising the Board of Directors concerning all matters relating to the operation of Omnitrans and the various programs of work, promotion and expansion;
4. Providing periodic financial reports covering Omnitrans and its operations in the manner and at the times determined by the Board of Directors; and
5. Approving for payment, under the procedure adopted by the Board of Directors, all valid demands against Omnitrans.

SECTION 8. TREASURER.

The Treasurer of the Authority shall receive, have custody of, and disburse Authority funds pursuant to the accounting procedures developed by the Authority Board in conformance with Government Accounting Standards, and shall make disbursements required by this Agreement to carry out any of the provisions or purposes of this Agreement.

SECTION 9. CONTROLLER.

The Director of Finance, as Controller, shall issue checks to pay demands against Omnitrans, which have been approved by the General Manager. He shall be responsible on his official bond for his approval for the disbursement of Omnitrans money.

The Controller shall keep and maintain records and books of accounts on the basis of the uniform classification of accounts adopted by the State Controller. The books of accounts shall include records of assets and liabilities.

SECTION 11. PARTIES' LIABILITY.

Each party to this Agreement, whether individually or collectively, does not assume, nor shall a party be deemed to assume, liability for:

- (1) Any act of Omnitrans or for any act of Omnitrans agents or employees;
- (2) The payment of wages, benefits, or other compensation of officers, agents or employees of Omnitrans; or
- (3) The payment of workmen's compensation or indemnity to agents or employees of Omnitrans for injury or illness arising out of performance of this Agreement.

SECTION 12. ASSIGNABILITY.

With the unanimous approval of, and upon the terms agreed upon by the parties hereto, all or any of the rights and property subject to this Agreement may be assigned to facilitate, under the direction of another, the purpose of this Agreement, provided, however, no right or property of Omnitrans shall be assigned without compliance with all conditions imposed by any State or Federal entity from whom Omnitrans has procured financial assistance.

SECTION 13. ADDITIONAL PARTIES.

Any general purpose local public jurisdiction may join Omnitrans. Any such jurisdiction so joining shall become a member subject to:

- (1) Approval of the Board of Directors;
- (2) Execution of this Joint Powers Agreement.

Any such agency meeting the above conditions shall be entitled to appropriate representation on the Board of Directors as provided in Section 3.

SECTION 14. TERM.

This original Agreement became effective on March 3, 1976, and this Amended and Restated Agreement shall become effective on _____, and shall continue in force until terminated by mutual agreement of the parties.

SECTION 15. WITHDRAWAL OF PARTY.

Any party may withdraw from this Agreement as of the first day of July of any year following six (6) months' notice to the other parties by resolution of intent to withdraw adopted by the legislative body of the party. A withdrawing party shall be compensated for its total capital asset value contributed less appreciation, by return of capital assets and/or cash payment, over a period not to exceed five (5) years, the method to be determined by the Board of Directors.

SECTION 16. DISSOLUTION PROCEDURES

A. General Provision.

If this Agreement is terminated, assigned, or transferred in whole or in part, except as provided in subsection B., all assets owned by Omnitrans shall be distributed to the parties. Distribution to each party shall be made in the same proportion as that reflected in the parties' accumulated capital contribution accounts as shown in the Controller's books of accounts. Cash may be distributed in lieu of property or equipment.

If the parties cannot agree as to the valuation of property or to the manner of its distribution, the distribution or valuation shall be made by a panel of three (3) referees. One (1) referee shall be appointed by the objecting entity(ies) and one (1) referee shall be selected and appointed by the Board of Directors, and those referees shall appoint a neutral referee.

This Agreement shall not terminate until all property has been distributed in accordance with this provision; and the winding up and property distribution hereunder shall be effected in the manner calculated to cause the least disruption to existing public transportation service.

- B. In the event that Omnitrans opts to dissolve for purposes of changing its governance structure, all assets and liabilities will transfer to the successor agency.

SECTION 17. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a Court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. SUCCESSORS.

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

SECTION 19: MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts and a copy may be used as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Dated: _____

COUNTY OF SAN BERNARDINO

ATTEST:

Clerk of the Board Laura Welch

Chairman, Board of Supervisors James Ramos

Dated: _____

CITY OF CHINO

ATTEST:

City Clerk Angela Robles

Mayor Dennis R. Yates

Dated: _____

CITY OF CHINO HILLS

ATTEST:

City Clerk Cheryl Balz

Mayor Cynthia Moran

Dated: _____

CITY OF COLTON

ATTEST:

City Clerk Carolina R. Padilla

Mayor Richard A. DeLaRosa

Dated: _____

CITY OF FONTANA

ATTEST:

City Clerk Tonia Lewis

Mayor Acquanetta Warren

Dated: _____

CITY OF GRAND TERRACE

ATTEST:

City Clerk Pat Jacquez-Nares

Mayor Darcy McNaboe

Dated: _____

CITY OF HIGHLAND

ATTEST:

City Clerk Betty Hughes

Mayor Larry McCallon

Dated: _____

CITY OF LOMA LINDA

ATTEST:

City Clerk Pamela Byrnes-O'Camb

Mayor Rhodes Rigsby

Dated: _____

CITY OF MONTCLAIR

ATTEST:

Deputy City Clerk Andrea M. Phillips

Mayor Paul M. Eaton

Dated: _____

CITY OF ONTARIO

ATTEST:

City Clerk Mary E. Wirtes

Mayor Paul S. Leon

Dated: _____

CITY OF RANCHO CUCAMONGA

ATTEST:

City Clerk Janice C. Reynolds

Mayor L. Dennis Michael

Dated: _____

CITY OF REDLANDS

ATTEST:

City Clerk Sam Irwin

Mayor Paul W. Foster

Dated: _____

CITY OF RIALTO

ATTEST:

City Clerk Barbara A. McGee

Mayor Deborah Robertson

Dated: _____

CITY OF SAN BERNARDINO

ATTEST:

City Clerk Georgeann Hanna

Mayor R. Carey Davis

Dated: _____

CITY OF UPLAND

ATTEST:

City Clerk Jeannette Vagnozzi

Mayor Ray Musser

Dated: _____

CITY OF YUCAIPA

ATTEST:

City Clerk Jennifer Shankland

Mayor Dennis Hoyt

CITY OF

303 EAST "B" STREET, CIVIC CENTER

ONTARIO



ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000
FAX (909) 395-2070

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
PAUL VINCENT AVILA
COUNCIL MEMBERS

November 16, 2015

AL C. BOLING
CITY MANAGER

MARY E. WIRTES, MMC
CITY CLERK

JAMES R. MILHISER
TREASURER

P. Scott Graham
Chief Executive Officer/ General Manager
Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411

Re: Comments on Proposed Changes to Omnitrans' Joint Powers Authority Agreement

Dear Mr. Graham,

Thank you for the opportunity to comment on the proposed changes to Omnitrans' Joint Powers Authority (JPA) agreement. The City of Ontario appreciates the services rendered by Omnitrans, and, as a member agency, seeks to position the organization for even greater success. It is our hope that the following comments, made per the recommendation of our City Attorney, will enhance the agreement and allow for effective administration in the coming years.

I. Mitigation of Risk to Member Agencies

As Omnitrans considers operation of new services, including passenger rail service, there is a higher risk for tort liabilities to the organization. Ontario seeks to ensure that these risks, especially those which can be passed through to member agencies, are mitigated to the fullest extent.

Organizational structure is one way to mitigate risk. For example, there are no pass through liabilities for members of a statutory entity. Members of a JPA, on the other hand, can be held liable for torts of the JPA. As such, there must be a discussion amongst the member agencies on whether it is to Omnitrans' advantage to reorganize as a statutory entity.

Should the members determine that it is not, and that a JPA is indeed the preferred form of organization, it is not enough to merely indemnify the members against liabilities. In addition to the existing provisions in Section 11 of the JPA agreement, it would be useful to add the following protections to that section:

A. Indemnity: Provided that a party has acted in good faith and in accordance with this Agreement, the Authority shall defend, indemnify and hold such party free and harmless from any loss, liability or damage incurred or suffered by such party by reason of litigation arising from or as a result of any of the following: the party's participation in the Authority, or any other act performed or to be performed by the party pursuant to this Agreement, provided, however, that such indemnification or agreement to hold harmless pursuant to this Section shall be recoverable only out of Authority assets (including insurance proceeds) and not from other parties to this Agreement.

B. Risk Management and Insurance: The Authority shall employ the principles of sound risk management in its operations. Risks shall be identified, evaluated, and treated in a manner that protects the Authority and each party to this Agreement. The Authority shall acquire and maintain throughout the term of this Agreement insurance in the amounts and types necessary and sufficient to protect the interest of the Authority and each party to this Agreement. Unless otherwise agreed upon by the Board of Directors, each party hereto shall be named as an additional insured on the Authority's liability coverage.

These additional requirements will more thoroughly ensure that member agencies are protected from tort liabilities of the Authority.

II. Additional Proposed Changes to the JPA Agreement

Aside from the above comments on member liability, Ontario also has several comments on the remainder of the proposed agreement. Please consider these additional comments, by corresponding section in the agreement:

1. Section 3

Section 3.B. addresses the voting of members. Please consider adding in the following clause:

“Votes to issue bonded debt shall require a majority vote of the total membership.”

2. Section 4

Section 4 addresses powers of the Authority. Please consider adding in two additional powers to the list, which currently ends at (10):

1. (11) Obtain insurance
2. (12) Apply for grants under federal, state and local programs

3. Section 9

Section 9 addresses the powers of the Director of Finance, as Controller of the Authority. Please consider adding in the following provisions:

1. "There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Board of Directors on a quarterly basis, unless otherwise required by the Board of Directors."
2. "Books and records of the Authority shall be open to inspection at all times during normal business hours by any representative of a member of the Board of Directors, or by any accountant or other person authorized by a member of the Board of Directors to inspect said books or records."

4. Section 10

Please note that there is not currently a Section 10 in the proposed amended agreement. Ontario would propose adding the following as a new Section 10:

"SECTION 10. BUDGETS AND ACCOUNTING

The Chief Executive Officer shall prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

All expenditures of the Authority shall be within the approved annual budget and in accordance with the bylaws of the Authority and all applicable rules, policies, and procedures adopted by the Board of Directors. No expenditures in excess of those budgeted shall be made without the approval of the Board of Directors.

The books of account and other financial records of the Authority shall be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors when completed."

III. Conclusion

Thank you for your consideration of these comments. Ontario remains committed to the success of Omnitrans, as both a service provider and as a JPA. If you would like to discuss these comments further, or if you have any questions, please contact my office at (909) 395-2396.

Sincerely,


Al C. Boling
City Manager

Vicki Dennett

From: Larry Mainez <lmainez@cityofhighland.org>
Sent: Tuesday, November 17, 2015 12:48 PM
To: Vicki Dennett
Cc: Penny Lilburn; Joe Hughes; Craig Steele
Subject: Omnitrans JPA Amendment Comments

Hello Vicki.

Thanks for the opportunity to view and provide comments on the draft Omnitrans JPA Amendments, and thanks for answering my questions over the last few weeks.

As promised, the following is a list of the City's general comments for Omnitrans consideration.

1. The proposed Amendment appears to be the first time the City of Highland will officially appear in the JPA document body although the City officially became a member in 1988 (by Board action in April, 1988). Perhaps it would be beneficial for historical purposes to include brackets (..) in the first paragraph after the name of the cities that joined after the sixth amendment - the date the city joined the JPA. This would include Chino Hills, Highland, and Yucaipa.
2. As I understand Section 2 (B), a majority of the 19 members (4 County and 15 City Members) is required for a quorum which means 9 members must be present for a quorum. Is this correct?
3. Section 3 (E)(4)(c) list "Personnel Policies" as a function of the JPA. This is understood to be a catch all function related to the development of personnel benefits, rules, and regulations – correct?
4. Section 4 (8) "power of eminent domain" is a new provision added to the JPA. It appears to compliment Item 5 of the same section related to the power to "acquire and convey real and personal property". Your background explanation and past dealings with SANBAG in regards to eminent domain was helpful. However, the City of Highland would respectfully request that the city members be afforded additional time and/or further consideration to weigh costs and benefits of circumstances when Omnitrans invokes eminent domain in their jurisdiction.
5. Section 9, Controller - still includes reference to a "General Manager". I believe you indicated the title General Manager will be changes to "Chief Executive Officer" throughout the JPA document.
6. Section 15, Withdrawal of Parties - notes that a withdrawing party shall be compensated for its total capital asset value contributed. In terms of the City of Highland it is not yet clear what that value is – but perhaps it may be limited to the initial \$5,000.00 contributed back in 1988. If we could receive some clarity on this provision it would be helpful.
7. Section 16 (B), Dissolution Procedures - states that in the event Omnitrans opts to dissolve for purposes of changing its governance structure, all assets ... will be transferred to the "successor agency". The "successor agency" in this reference means perhaps a new "transit agency" and not a city agency – correct? Perhaps a brief definition of "successor agency" is would be helpful but not necessary if it is understood to be a "transit agency".

The City appreciates the opportunity to review and comment on the proposed JPA amendment. Should you have any questions please do not hesitate contacting me.

Thanks

Lawrence A. Mainez
Community Development Director
City of Highland
27215 Base Line
Highland CA 92346

Vicki Dennett

From: Elizabeth M. Calciano <ecalciano@hensleylawgroup.com>
Sent: Monday, November 16, 2015 12:35 PM
To: Vicki Dennett
Cc: Mark D. Hensley
Subject: FW: CH - Omnitrans Proposed Joint Powers Agreement Amendment - Question

Dear Ms. Dennett:

Our office serve as City Attorney for the City of Chino Hills. Comments were to be provided to you today pursuant to the email below, but I have a question and would like to discuss with the appropriate person at your agency before providing comments. Could you please call me, or have the appropriate person call me, at 626-437-3865 to discuss? This is my question:

This amendment to the agreement provides the JPA with the power of eminent domain and the power to levy fees, taxes and assessments.

The City will only have one vote on the Board, and these are significant powers. Why would the transit authority need these powers, in particular the power of eminent domain. The comment bubbles indicated that the Executive Committee directed that the power of eminent domain be included in this draft for discussion. Also, has there been any discussion of providing a clause that would give veto power to a public entity's council/board if eminent domain is exercised within that public entity's jurisdiction?

Thank you,

Elizabeth M. Calciano
626-437-3865

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Begin forwarded message:

From: Scott Graham <Scott.Graham@omnitrans.org>
Date: October 7, 2015 at 5:37:16 PM PDT
To: Alan Wapner <dsheasby@ci.ontario.ca.us>, Alan Wapner <awapner@ci.ontario.ca.us>, Carey Davis <davis_ca@sbcity.org>, Carey Davis <Estrada_EV@sbcity.org>, Curt Hagman <Curt.Hagman@bos.sbcounty.gov>, "Curt Hagman" <Katherine.Kolcheva@bos.sbcounty.gov>, Curt Hagman <Marjorie.Rashidyan@bos.sbcounty.gov>, Curt Hagman <Jeff.sorenson@bos.sbcounty.gov>,