



ADMINISTRATIVE & FINANCE COMMITTEE

TUESDAY, OCTOBER 15, 2013 – 11:00 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 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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: **Tuesday**, November 12, 2013, at 11:00 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 CONFLICTS 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.

E. AGENDA ITEMS

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| 1. Approve Administrative & Finance Committee Minutes – September 9, 2013 | 3 |
| 2. Receive & File Forward Fuel Purchase Program Update for October 2013 | 6 |
| 3. Receive & Forward to Board of Directors, Construction Progress Report No. 21 through September 25, 2013 – sbX E Street Corridor BRT Project | 10 |
| 4. Adopt Proposed 2014 Committee Meeting Schedule | 26 |
| 5. Recommend to Board of Directors, Authorize Interim CEO/General Manager to Execute Revised Agreement Between Inland Empire United Way and Omnitrans | 27 |
| 6. Recommend to Board of Directors, Adoption of Title VI Service Equity Analysis of sbX Green Line Service | 44 |
| 7. Recommend to Board of Directors, Adopt Revision to Personnel Policy #103, Standards of Ethical Conduct and Personnel Policy #109, Conflict of Interest | 57 |



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8. Recommend to Board of Directors, Authorize Interim CEO/General Manager to Solicit Appraisal for Omnitrans' Property located at 12300 Arrow Route, Rancho Cucamonga, California (Mid-Valley)

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F. ADJOURNMENT

ITEM # E1

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES
September 9, 2013**

The Administrative & Finance Committee meeting was called to order by Chair Pat Morris at 11:02 a.m. on September 9, 2013.

Committee Members Attending

Mayor Pat Morris, City of San Bernardino – Chair
Mayor Paul Eaton, City of Montclair
Councilmember Frank Gonzales, City of Colton
Vice Mayor Ed Graham, City of Chino Hills
Supervisor Gary Ovitt, County of San Bernardino
Councilmember Dick Riddell, City of Yucaipa
Mayor Pro Tem John Roberts, City of Fontana
Mayor Walt Stanckiewicz, City of Grand Terrace
Councilmember Alan Wapner, City of Ontario

Committee Members Absent

Mayor Pro Tem Paul Foster, City of Redlands

Omnitrans Staff

Scott Graham, Interim CEO/General Manager
Diane Caldera, Interim Director of Operations
Wendy Williams, Director of Marketing
Sam Gibbs, Director of Internal Audit Services
Don Walker, Director of Finance
Ray Lopez, Director of Safety & Security
Marjorie Ewing, Director of Human Resources
Jennifer Sims, Director of Procurement
Anna Rahtz, Acting Director of Planning & Development Services
Milind Joshi, sbX Program Manager
Oscar Tostado, Maintenance Manager
Maurice Mansion, Treasury Manager
Joanne Cook, Contracts Administrator
Vicki Osborne, Assistant to CEO/General Manager
Carol Angier, Administrative Secretary

C. Communication From the Public

None.

D. Possible Conflict of Interest Issues

None

E. Agenda Items

1. Approve Administrative & Finance Committee Minutes of August 12, 2013

M/S (Graham/Eaton) to approve the minutes of the August 12, 2013 Committee meeting. Motion was unanimous by members present.

2. Receive & File Forward Fuel Purchase Program Update for September 2013

Director of Finance Walker said 150,000 gallons, or 45 percent, of Omnitrans' CNG fuel is hedged under the current contract that expires in June 2014. The FY14 fuel budget was increased from \$0.88 to \$0.92 due to increasing CNG prices. The gain on the fuel hedge for September was \$2,725, with an unrecognized gain of \$53,513. Staff will bring a recommendation whether to continue the fuel hedging program before June 2014.

Member Eaton said the Board was initially apprehensive about the fuel hedge program, but it has improved significantly. Interim CEO/General Manager Graham said the second fuel hedge contract eliminated the overhead of the first one, and that has helped with the gain each month.

This was a receive and file agenda item.

3. Receive & Forward to Board of Directors, Construction Progress Report No. 20 through August 22, 2013 – sbX E Street Corridor BRT Project

sbX Program Manager Joshi presented a PowerPoint that showed before and after photos of various locations along the corridor that showed significant progress of the project. Most of the sbX bus stops have the bus arrival sign, ticket machine, and security cameras already installed. A total of 21 of the 23 sbX stations are almost completed, and two of the four park-and-rides are done.

For the Vehicle Maintenance Facility, the parking lot was restriped and the lights were installed. The temporary fueling station is being tested and should be fully operational by next week. The new bus wash should also be completed soon. The Maintenance bay floor is being demolished in order to install the lifts. After the new fueling station is fully operational, the existing fueling station will be demolished, along with the bus wash. We will be able to start revenue service by April 2014.

Member Wapner asked who will maintain the landscaping after the bus stops are completed. sbX Program Manager Joshi said the cities will be responsible for the landscape maintenance. Member Riddell asked if the project was on budget. sbX Program Manager Joshi said the project is expected to be \$4.5 million under budget.

This was a receive and file agenda item.

4. Adopt Revisions to Omnitrans Procurement Policy 4000-1, Formal Procurement Procedures

Director of Procurement Sims said the FTA has not yet responded to Omnitrans' letter regarding the status of the PSR correction of deficiencies. Revising Procurement Policy 4000 is one of the last items to correct, and the FTA is probably waiting for this to be done. FTA updated its circular in March and prohibited piggybacking in their requirements. Revised Policy 4000 will take out the piggybacking option, along with other minor revisions. Member Wapner asked if Omnitrans could piggyback on non-FTA projects. Director of Procurement Sims said we could, but it is very difficult to segregate the funding Omnitrans receives. Member Gonzales asked if Omnitrans goes out to bid on contracts under \$100,000, and Director of Procurement Sims said yes. Only contracts over \$100,000 goes to the Board for release, but the lower contracts do get bid requests. Member Riddell said that piggybacking saves money on the contracts. Have other agencies objected to the revised FTA circular? Director of Procurement Sims said she has not heard of any. Chair Morris suggested bringing this up at future legislative conferences and requested Interim CEO/General Manager Graham to look into this.

The Administrative & Finance Committee meeting adjourned at 11:30 a.m. The next Administrative & Finance Committee Meeting is scheduled for Tuesday, October 15, 2013 at 11:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Carol Angier, Recording Secretary

ITEM # E2

DATE: October 15, 2013

TO: Committee Chair Patrick Morris and
Members of the Administrative and Finance Committee

THROUGH: P. Scott Graham, Interim CEO/General Manager

FROM: Donald Walker, Director of Finance

**SUBJECT: DIRECTOR OF FINANCE'S REPORT ON FORWARD FUEL
PURCHASES FOR OCTOBER 2013**

FORM MOTION

Receive and file Director of Finance's report on forward fuel purchases for October 2013. This program was implemented on May 6, 2009, to increase the predictability of Omnitrans costs and reduce operational uncertainty in the event of dramatic fuel price increases in the open market.

BACKGROUND

This report is submitted in order to comply with the requirements of the Omnitrans Forward Fuel Purchase Policy and Procedure. The report highlights activities taken under the Board action of November 2011 authorizing staff to hedge up to 150,000 gallons per month of CNG on the NYMEX exchange through Morgan Stanley. The report includes a summary of the hedge that has been established, an estimate of the monthly variance to be recognized in the Agency's financials, and may include articles on significant matters that have impacted the market for CNG. The current hedge fixes the price of approximately 45% of the Agency's natural gas through June of 2014. Staff will make a recommendation on whether or not to extend the hedge within the next eight months.

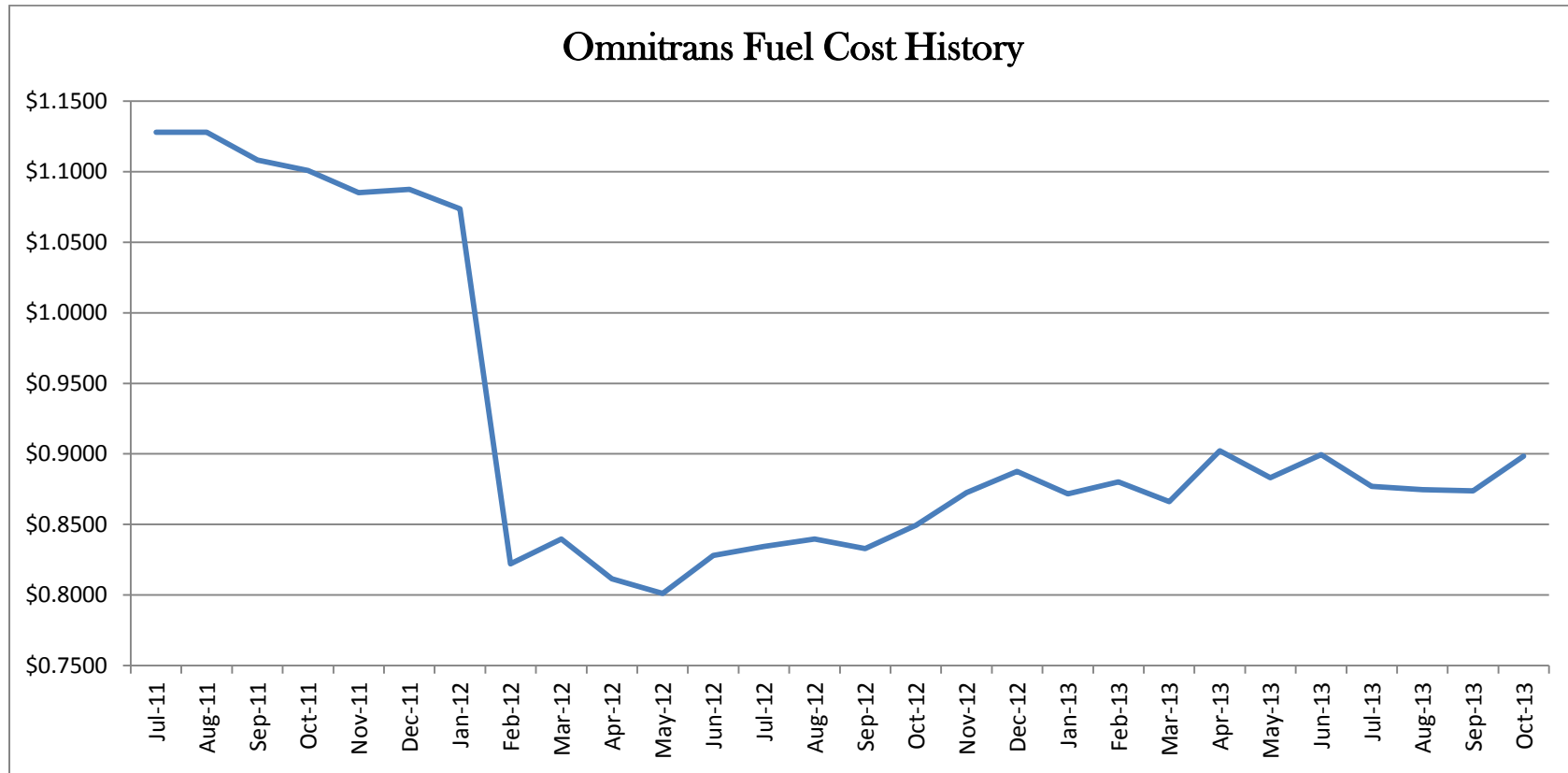
Omnitrans has increased its fuel budget from \$.88 to \$.92 for FY2014, as CNG prices in the market have increased. The October 2013 contract closed above the hedge price. The Agency will record a profit on our futures position for the month of October and that gain will offset a portion of the fuel costs that will be reflected in the Agency's P&L for September 2013.

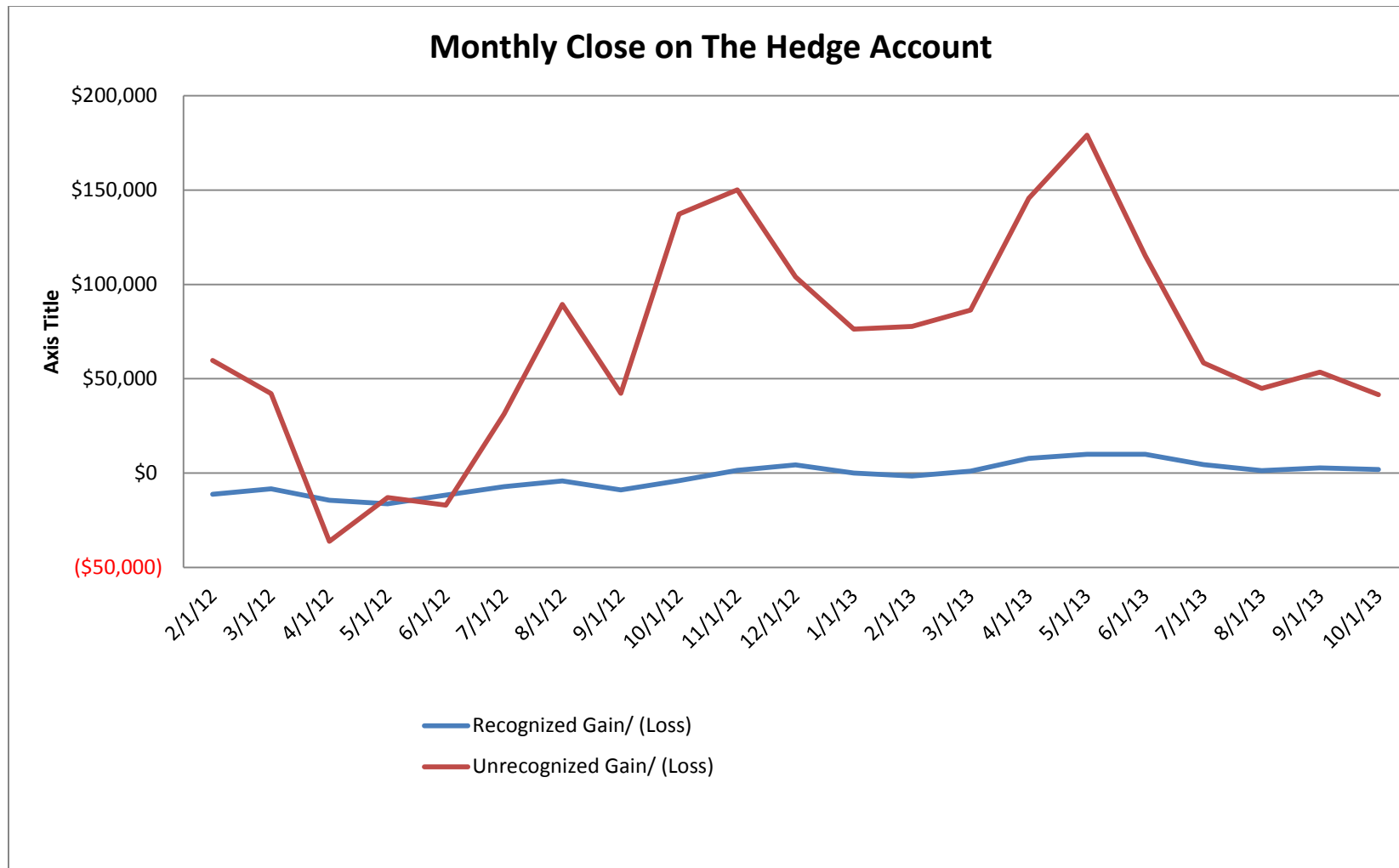
The net price that will be used for Omnitrans' October 2013 fuel purchase is \$0.8677 per gallon. This includes CNG at the So Cal Index price, the gain on the hedge position, liquefaction, delivery, and sales tax. (Note: We do not hedge the index differential. The gain on the hedge is based on the Henry Hub index. Clean Energy prices our deliveries off the SoCal index. In

October, the SoCal Index settled slightly above Henry Hub.) This price is after recognition of the monthly gain on the hedge position in the amount of \$1863.00—.

Omnitrans will recognize a favorable budget variance in the CNG account of approximately \$17,770 in the month of October 2013. Omnitrans has recognized a total loss of (\$42,545) on settled hedge positions; February 2012 through October 2013. The Agency has an unrecognized gain of \$41,613 on positions that remain open; November 2013 through June 2014. The forward market is anticipating that CNG fuel prices in the future will remain above the price levels of the Omnitrans hedge.

PSG:dw





ITEM # E3

DATE: October 15, 2013

TO: Committee Chair Patrick Morris and
Members of the Administrative & Finance Committee

THROUGH: P. Scott Graham, Interim CEO/General Manager

FROM: Milind Joshi, sbX Program Manager

SUBJECT: **CONSTRUCTION PROGRESS REPORT NO. 21 THROUGH
SEPTEMBER 25, 2013 - sbX E STREET CORRIDOR BRT PROJECT**

FORM MOTION

Receive and recommend to the Board of Directors for receipt and file Construction Progress Report No. 21 for the sbX E Street Corridor BRT Project through September 25, 2013.

BACKGROUND

This is Construction Progress Report No. 21 for the sbX E Street Corridor Project.

CONCLUSION

Receive and recommend to the Board of Directors for receipt and file Construction Progress Report No.21 for the sbX E Street Corridor BRT Project through September 25, 2013.

PSG:MJ

Attachment



sbX E Street Corridor Bus Rapid Transit (BRT) Project

Construction Progress Report No. 21

As of September 25, 2013

Submitted By:

JACOBS

Contractor:	SBX Corridor - Griffith/Comet VMF – USS Cal Builders
Contractor Contract No.:	IPMO11-5
Project Manager:	Roger Hatton, P.E.
Resident Engineer	Karim Varshochi, P.E. (Corridor) Anni Larkins, P.E. (VMF)
Omnitrans Program Manager:	Andres Ramirez Construction Manager



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I. PROJECT STATUS SUMMARY

A. Project Description – sbX Corridor

The sbX E Street Corridor BRT Project is a 15.7-mile-long transit improvement project that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. Over the past four years, the sbX E Street Corridor Bus Rapid Transit (BRT) Project has evolved as the highest priority corridor identified in the System-Wide Transit Corridor Plan for the San Bernardino Valley.

The Refined LPA includes:

- 15.7 mile corridor
- 5.4 miles of exclusive center-running BRT lanes
- 10.3 miles of mixed flow BRT operation
- 16 BRT station locations, 6 center stations and 10 curb stations
- 23 station boarding structures
- 4 park-and-ride facilities with a total of 610 parking spaces
- Transit signal priority (TSP) applications at select key intersections

B. Summary Status Update – sbX Corridor

In September, the Contractor continued working on the station platforms, installing pavers at Carnegie and Tippecanoe Stations.

In Loma Linda, the base for paver installation was placed at the Anderson/Redlands and Anderson/Prospect Stations. The Anderson Park-and-Ride had completion of the installation of the underground electrical, irrigation work, and completion of the grading and curb installation.

The center running lanes are complete on E Street between Rialto Avenue and 10th Street. Construction and site work including underground conduit was started at the Baseline Station, as well as, installing the reinforcing steel for the platform and placing concrete for station.

Also on E Street, between 6th and 2nd Streets, irrigation and landscape were installed and installation of median island landscape from 2nd Street to Court Station was completed.

In the monthly Risk Register review meetings, the CM team, along with Omnitrans staff, reviewed various risks that are likely to occur. These risks classified based on the likelihood of occurrence and have been assigned rough order of magnitude costs.

Based on current projections, construction projected for completion within the overall project goal. However, it is likely that the contractor may submit delay claims and other costs towards the end of the project. The CM team is committed to providing Omnitrans the input necessary so that appropriate decisions can be made.

As the corridor construction is winding down, the CM team will commence other typical end-of-project activities. The activities include close-out planning, warranty activities, O & M manuals, and assistance in project hand-off to the appropriate parties.

C. Accomplishments – sbX Corridor

- Energizing SCE services for 9 stations was continued, as well as, the installation of the electric equipment for stations and traffic signals.
- Verizon completed relocation of two Cross Connects on the east side of E Street at 4th and 5th Streets.
- The start of the installation of storm drain to San Timoteo Creek.

D. October Work – sbX Corridor

- Install reinforcing steel and place concrete for Court Station platform.
- Installation of station canopies at Baseline and Court Stations.
- Verizon to complete relocation of Cross Connect on west side of E Street at 4th Street and start relocation of Cross Connect on north side of Hospitality Lane west of Hunts Lane.
- Contractor to prepare Hospitality Lane for final AC pavement from Tippecanoe to E Street. Paving to be scheduled for completion by the end of October.
- Complete AC paving at Anderson Park and Ride.
- Installation of butterfly valves and gate valves on the south side of Hospitality Lane.
- Complete storm drain installation at San Timoteo Creek.

E. Project Description – Vehicle Maintenance Facility (VMF)

The Omnitrans' Vehicle Maintenance Facility is a 4.4 acre facility which maintains and services the Omnitrans' bus fleet which is comprised of over 160 buses. Modifications to Omnitrans' facility include the demolition of a bus washing station, removal of abandoned underground fuel tanks and new construction of a bus washing system, a new Genset building, 3-lane CNG fueling station, and re-

configuring bus parking area. Modifications to the maintenance building will also be made in order to accommodate Omnitrans' 60-foot articulated bus fleet.

F. Summary Status Update – Vehicle Maintenance Facility (VMF)

In September 2013 the Contractor completed testing and commission work at the temporary fuel island (Building D), which the Agency accepted effective September 17, 2013.

The Agency turned over the existing fuel island (Bldg C) to the Contractor effective September 19, 2013. A follow-up bird survey was conducted, and it was determined that the active nests found in July 2013 were empty. The Contractor moved k-rail to secure this location and started equipment removal.

Overhead utility work for electrical, HVAC, plumbing and mechanical at Maintenance Building A is ongoing per Contract and the changed scope in Change Order No. 13.

Minor modifications to the 30-yd trash compactor were requested by the Agency, and delivery and installation of the compactor is expected to occur by September 30, 2013.

Resumption of metal stud framing, drywall, and rough-in electrical work at the new Battery Room at Building A is pending issuance of a change order for revisions to the shaft framing.

Construction of the catch basin for the emergency eyewash/shower remains on hold pending final approval from the Agency. Deferment of this work has no impact to the project schedule.

Since the current forecast indicates that substantial completion is going to be delayed, the CM team in consultation with Omnitrans project staff has developed a plan "B" which will ensure that the critical elements of VMF – the maintenance building, bus wash, and fueling facility are available on or before April 30, 2014 to ensure the successful start of Revenue Operations.

G. Accomplishments – Vehicle Maintenance Facility (VMF)

- Successfully tested and turned the Temporary Fuel Island (Bldg D) to the Agency effective September 17, 2013
- Mobilized to the existing Fuel Island (Bldg C) on September 19, 2013 in preparation for demolition operations.
- Continued overhead utility work in Maintenance Building A since August 5, 2013. Work is ongoing.
- Completed concrete pad construction for the 30-yd trash compactor in August 2013. Delivery and installation of the compactor is expected in late September 2013, and will be turned over to the Agency in October 2013.

H. October Work – Vehicle Maintenance Facility (VMF)

- Work is expected to continue at Maintenance Bldg A, including completion of overhead utilities and start of demolition/civil work for the bus lift pits.
- The Contractor has started to remove equipment at the existing fuel island (Building C). Demolition work is planned to start in early October 2013.
- Complete installation of the 30-yd trash compactor for turnover to the Agency by mid October 2013.
- Resume metal stud framing, drywall, and rough-in electrical work at the new Battery Room at Building A.

II. PROJECT SCHEDULE

The CM team and the Contractors are using the latest scheduling tools (Primavera V. P6), available to manage the project schedule.

Due to the actual field conditions (SBX Corridor and the VMF), many construction activities had to be resequenced, resulting in several revisions in the baseline schedules submitted. As a proactive approach, the CM team has created an internal schedule as a guiding tool that is used to monitor and manage the construction progress.

A. Summary of Project Schedule – sbX Corridor

The schedule updates are being submitted on time. However, before accepting them, the CM team is scrutinizing the validity of the durations, especially the delays indicated by the Contractor.

The August update has been submitted and reviewed. Comments regarding delay days are being issued to the Contractor. The CM team believes that many of the delays are either concurrent in nature or do not constitute “critical path”.

Summary of Project Schedule – Vehicle Maintenance Facility (VMF)

The Contractor is currently working on a combined August/September 2013 Monthly Schedule Update and anticipates submitting it by October 1, 2013.

The project is behind schedule, with approximately (+/-) 180-calendar days of negative float projecting a Substantial Completion Date in early/mid June 2014; however current progress and proactive assessment of upcoming work and durations, and potential risks, is ongoing to ensure further delays can be avoided.

The Agency, Contractor and CM Team are collectively working on identifying options to negotiate time impacts incurred to date, and implement options to ensure timely completion of the work relative to the Revenue Start Date (RSD) of April 30, 2014.

III. REQUESTS FOR INFORMATION (RFIs), SUBMITTALS, AND NON-CONFORMANCE REPORTS (NCRs)

A. sbX Corridor

To date, the CM team has met the required timelines and no delay has come about as a result of submittal and RFI responses.

Total RFIs – 946
Total Open – 12

Total Submittals – 742
Total Open – 21

Total NCRs - 21
Total Open - 4

Weekly RFI meetings are held every Tuesday morning.
Weekly NCR meetings are held every Thursday morning.

B. Vehicle Maintenance Facility (VMF)

To date, the CM team has met the required timelines and no delay has come about as a result of submittal and RFI responses (totals are as of September 25, 2013).

Total RFIs – 135
Total Open – 4

Total Submittals – 286
Total Open – 5

Total NCRs – 7
Total Open – 2

IV. SAFETY

The project team considers safety to be the utmost priority. As such, the entire project team works towards a “no-lost time” goal on a daily basis.

SbX Corridor - As of September 20, 2013 there are 327,670 “no-lost time” hours.
VMF - As of September 22, 2013 there are 7127 “no-lost time” hours.

V. PROJECT BUDGET AND COST**TOTAL PROGRAM BUDGET**

BUDGET AS OF AUGUST 30, 2013

Approved Budget	\$191,706,000
Cost to Date	\$125,231,359
Estimate to Complete	\$ 62,019,851
Estimate at Completion	\$187,751,210

SBX CORRIDOR PROJECT COSTS - AS OF AUGUST 30, 2013

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
Jacobs	\$11,852,647	\$5,713,251	\$6,139,396
Parsons	\$18,097,876	\$16,841,587	\$1,256,289
Griffith/Comet	\$81,834,453	\$55,397,674	\$26,436,779
Total	\$111,784,976	\$77,952,512	\$33,832,464

VMF CORRIDOR PROJECT COSTS - AS OF AUGUST 30, 2013

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
STV Inc.	\$1,046,132	\$901,757	\$144,375
USS Cal Builders	\$11,228,896	\$2,225,425	\$9,003,471
Total	\$12,275,028	\$3,127,182	\$9,147,846

SBX CORRIDOR CONTRACT TIME

Activity	Days	Date
Notice to Proceed		11/21/11
Calendar Days per Original Contract	730	
Original Completion Date		12/21/13
Calendar Days Completed as of September 25, 2013	643	
CCO Time Extension to Date	0	
Required Completion Days/Date as of September 25, 2013	87	12/21/13
Forecasted Completion Date as of September 25, 2013		TBD*
Percent Time Elapsed	88%	

VMF CONTRACT TIME

Activity	Days	Date
Notice to Proceed		12/10/12
Calendar Days per Original Contract	425	
Original Completion Date		02/08/14
Calendar Days Completed as of September 25, 2013	217	
CCO Time Extension to Date	0	
Required Completion Days/Date as of September 25, 2013	208	02/08/14
Forecasted Revenue Start Date as of September 25, 2013		04/30/14
Percent Time Elapsed	51%	

*** CONSTRUCTION COMPLETION DATE WILL BE AVAILABLE UPON COMPLETION OF THE SCHEDULE UPDATE.**

CHANGE ORDERS**SBX CORRIDOR CONTRACT CHANGE ORDERS - As of September 25, 2013**

Change Order Status	Amount Approved
Approved Change Orders	\$17,349,215
Pending Change Orders	\$763,390
Potential Change Orders	\$2,360,198
Total	\$20,472,803

VMF CONTRACT CHANGE ORDERS - As of September 25, 2013

Change Order Status	Amount
Approved Change Orders	\$556,847
Pending Change Orders	\$38,150
Potential Change Orders	\$1,352,398
Total	\$1,947,395

Note: Currently, pricing for Potential Change Orders are estimated based on Rough Order of Magnitude pending designer plans or final submittal of pricing by the Contractor.

Upon the approval of the final to date schedule, an analysis will be completed to determine the effect of the change orders on the scheduled completion date.

VI. Project Photographs

SBX CORRIDOR PROGRESS PHOTOS



1. Baseline Station - Excavation



2. Baseline Station - Excavation



3. Anderson/Redlands Park-and-Ride Storm Drain Activities.



4. Baseline East Station – Water Services

VMF PROGRESS PHOTOS

1. Contractor installing HVAC in Maintenance Facility (Building A).



2. Temporary Fuel Island (Building D) completed and ready for turnover to Agency for full operation/functionality.

IPMO/sbX Project Cost Report
Period Ended 8/31/13

Description	Current Budget	Expenditures \$	%	Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
BRT Construction	84,637,000	55,494,017	65.6%	29,142,983	31,606,773	87,100,790	(2,463,790)
Vehicle Maintenance Facility (VMF) Construction	8,131,000	2,225,425		5,905,575	12,296,042	14,521,467	(6,390,467)
Vehicles - Design & Manufacturing	16,628,000	14,800,861	89.0%	1,827,139	1,537,869	16,338,730	289,270
ROW Acquisition Services	10,357,000	10,774,663	104.0%	(417,663)	963,737	11,738,400	(1,381,400)
3rd Party Utilities Design & Relocation	1,003,000	970,965	96.8%	32,035	135,152	1,106,117	(103,117)
BRT Design	17,849,400	16,841,587	94.4%	1,007,813	1,256,289	18,097,876	(248,476)
VMF Design	1,007,600	916,157	90.9%	91,443	529,775	1,445,932	(438,332)
Other Professional, Technical & Management Services	34,020,000	23,227,684	68.3%	10,792,316	13,674,214	36,901,898	(2,881,898)
SUB-TOTAL	173,633,000	125,251,359		48,381,641	61,999,851	187,251,210	(13,618,210)
Unallocated Contingency	18,073,000	-		18,073,000	4,454,790	4,454,790	13,618,210
TOTAL	191,706,000	125,251,359	65.3%	66,454,641	66,454,641	191,706,000	-

**IPMO/sbX Project
Through 8/31/13**

Standard Cost Category (SCC)	Description	Approved Current Budget	Expenditures \$ %		Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
10	GUIDEWAY & TRACK ELEMENTS	19,725,000	11,566,469	58.6%	\$ 8,158,531	\$ 7,541,125	\$ 19,107,594	\$ 617,406
10.02	Guideway: At-grade semi-exclusive (allows cross-traffic)	\$ 18,353,000	9,829,529	53.6%	\$ 8,523,471	\$ 7,018,820	\$ 16,848,349	\$ 1,504,651
10.03	Guideway: At-grade in mixed traffic	\$ 1,372,000	1,736,940	126.6%	\$ (364,940)	\$ 522,305	\$ 2,259,245	\$ (887,245)
20	STATIONS, STOPS, TERMINALS, INTERMODAL	14,917,000	8,732,875	58.5%	\$ 6,184,125	\$ 5,603,204	\$ 14,336,079	\$ 580,921
20.01	At-grade station, stop, shelter, mall, terminal, platform	14,917,000	8,732,875	58.5%	\$ 6,184,125	\$ 5,603,204	\$ 14,336,079	\$ -
30	SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	\$ 8,131,000	2,225,426	27.4%	\$ 5,905,574	\$ 12,296,041	\$ 14,521,467	\$ (6,390,467)
30.02	Light Maintenance Facility	\$ 4,265,000	1,729,156	40.5%	\$ 2,535,844	\$ 9,452,374	\$ 11,181,530	\$ (6,916,530)
30.05	Yard and Yard Track	\$ 3,866,000	496,270	0.0%	\$ 3,369,730	\$ 2,843,667	\$ 3,339,937	\$ 526,063
40	SITEWORK & SPECIAL CONDITIONS	34,271,000	20,766,186	60.6%	\$ 13,504,814	\$ 8,415,017	\$ 29,181,203	\$ 5,089,797
40.01	Demolition, Clearing, Earthwork	\$ 4,741,000	281,559	5.9%	\$ 4,459,441	\$ 174,000	\$ 455,559	\$ 4,285,441
40.02	Site Utilities, Utility Relocation	\$ 4,993,000	7,905,357	158.3%	\$ (2,912,357)	\$ 2,640,658	\$ 10,546,015	\$ (5,553,015)
40.05	Site structures including retaining walls, sound walls	\$ 90,000	67,969	75.5%	\$ 22,031	\$ 98,283	\$ 166,252	\$ (76,252)
40.06	Pedestrian / bike access and accommodation, landscaping	\$ 6,925,000	1,983,071	28.6%	\$ 4,941,929	\$ 2,675,604	\$ 4,658,675	\$ 2,266,325
40.07	Automobile, bus, van accessways including roads, parking lots	\$ 3,601,000	3,335,428	92.6%	\$ 265,572	\$ 911,921	\$ 4,247,349	\$ (646,349)
40.08	Temporary Facilities and other indirect costs during construction	\$ 13,921,000	7,192,802	51.7%	\$ 6,728,198	\$ 1,914,551	\$ 9,107,353	\$ 4,813,647
50	SYSTEMS	\$ 16,727,000	15,379,452	91.9%	\$ 1,347,548	\$ 5,012,584	\$ 20,392,036	\$ (3,665,036)
50.02	Traffic signals and crossing protection	\$ 10,810,000	5,477,547	50.7%	\$ 5,332,453	\$ 1,020,489	\$ 6,498,036	\$ 4,311,964
50.05	Communications	\$ 4,210,000	6,823,349	162.1%	\$ (2,613,349)	\$ 1,470,651	\$ 8,294,000	\$ (4,084,000)
50.06	Fare collection system and equipment	\$ 1,707,000	3,078,556	180.3%	\$ (1,371,556)	\$ 2,521,444	\$ 5,600,000	\$ (3,893,000)
	Pending Change Orders					\$ 3,756,694	\$ 3,756,694	\$ (3,756,694)
	Risk					\$ 1,433,300	\$ 1,433,300	\$ (1,433,300)
Construction Subtotal (10-50)		93,771,000	58,670,408	62.6%	\$ 35,100,592	\$ 44,057,965	\$ 102,728,373	\$ (8,957,373)
60	ROW, LAND, EXISTING IMPROVEMENTS	\$ 6,532,000	\$ 5,847,342	89.5%	\$ 684,658	\$ 1,251,923	\$ 7,099,265	\$ (567,265)
60.01	Purchase or lease of real estate	\$ 6,327,000	5,749,978	90.9%	\$ 577,022	\$ 1,144,287	\$ 6,894,265	\$ (567,265)
60.02	Relocation of existing households and businesses	\$ 205,000	97,364	47.5%	\$ 107,636	\$ 107,636	\$ 205,000	\$ -
70	VEHICLES	\$ 16,628,000	\$ 14,800,861	89.0%	\$ 1,827,139	\$ 1,537,869	\$ 16,338,730	\$ 289,270
70.04	Bus	\$ 15,448,000	14,800,861	95.8%	\$ 647,139	\$ 630,821	\$ 15,431,682	\$ 16,318
70.06	Non-revenue vehicles	\$ 250,000	-	0.0%	\$ 250,000	\$ -	\$ -	\$ 250,000
70.07	Spare parts	\$ 930,000	-	0.0%	\$ 930,000	\$ 907,048	\$ 907,048	\$ 22,952
80	PROFESSIONAL SERVICES	56,702,000	45,912,748	81.0%	\$ 10,789,252	\$ 15,172,094	\$ 61,084,842	\$ (4,382,842)
80.01	Preliminary Engineering	\$ 12,921,000	12,876,525	99.7%	\$ 44,475	\$ 17,502	\$ 12,894,027	\$ 26,973
80.02	Final Design	\$ 7,261,000	6,658,659	91.7%	\$ 602,341	\$ 1,480,257	\$ 8,138,916	\$ (877,916)
80.03	Project Management for Design and Construction	\$ 15,997,000	9,770,732	61.1%	\$ 6,226,268	\$ 4,951,969	\$ 14,722,701	\$ 1,274,299
80.04	Construction Administration & Management	\$ 6,632,000	5,713,251	86.1%	\$ 918,749	\$ 6,139,397	\$ 11,852,648	\$ (5,220,648)
80.05	Professional Liability and other Non-Construction Insurance	\$ 1,112,000	-	0.0%	\$ 1,112,000	\$ 500,000	\$ 500,000	\$ 612,000
80.06	Legal; Permits; Review Fees by other agencies, cities, etc.	\$ 10,596,000	10,893,581	102.8%	\$ (297,581)	\$ 1,336,969	\$ 12,230,550	\$ (1,634,550)
80.07	Surveys, Testing, Investigation, Inspection	\$ 1,463,000	-	0.0%	\$ 1,463,000	\$ 25,000	\$ 25,000	\$ 1,438,000
80.08	Start up	\$ 720,000	-	0.0%	\$ 720,000	\$ 721,000	\$ 721,000	\$ (1,000)
Subtotal (10-80)		\$ 173,633,000	\$ 125,231,359	72.1%	\$ 48,401,641	\$ 62,019,851	\$ 187,251,210	\$ (13,618,210)
90	UNALLOCATED CONTINGENCY	18,073,000	-	0.0%	\$ 18,073,000	\$ 4,454,790	\$ 4,454,790	\$ 13,618,210
Subtotal (10-90)		191,706,000	125,231,359	65.3%	\$ 66,474,641	\$ 66,474,641	\$ 191,706,000	\$ -
100	FINANCE CHARGES	-			\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT COST (10-100)		191,706,000	125,231,359	65.3%	\$ 66,474,641	\$ 66,474,641	\$ 191,706,000	\$ -

ITEM # E4

DATE: October 15, 2013

TO: Committee Chair Patrick Morris and
Members of the Administrative & Finance Committee

FROM: P. Scott Graham, Interim CEO/General Manager

SUBJECT: PROPOSED 2014 COMMITTEE MEETING SCHEDULE

FORM MOTION

Adopt the proposed Administrative & Finance Committee Meeting Schedule for 2014. The current meeting schedule is proposed to remain the same as 2013 with meetings scheduled the second Monday of each month (unless otherwise noted). All meetings begin at 11 a.m.

January 13, 2014

February 10, 2014

March 10, 2014

April 14, 2014

May 12, 2014

June 9, 2014

July 14, 2014

August 11, 2014

September 8, 2014

October 14, 2014²

November 10, 2014

December 8, 2014

¹ Tuesday immediately following Monday observed holiday.

PSG:vlo

ITEM # E5

DATE: October 15, 2013

TO: Committee Chair Patrick Morris and
Members of the Administrative and Finance Committee

THROUGH: P. Scott Graham, Interim CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

**SUBJECT: REVISED AGREEMENT BETWEEN INLAND EMPIRE UNITED WAY
AND OMNITRANS**

FORM MOTION

Recommend the Board of Directors authorize the Interim CEO/General Manager to execute a revised funding agreement with Inland Empire United Way for the purchase of hardware and software to expand the capacity of the 2-1-1 system and create a new Veterans' One Click transportation service regional coordination information center for the San Bernardino County for an additional sum of \$9,056, bringing the total contract amount to of \$404,744 (Attached).

BACKGROUND

On June 6, 2012, the Omnitrans Board of Directors authorized the CEO/General Manager to execute a funding agreement with Inland Empire United Way for a total sum of \$395,688.

A revision is required to match SANBAG's Call for Projects funding award. In the current funding agreement, Omnitrans' funding obligation for Section 5316 Job Access Reverse Commute (JARC) CA-37-X146, Section 5317 New Freedom (NF) CA-57-X062 and Section 5309 Veterans Transportation and Community Living Initiative CA-04-0228 funds, shown in Table 1 below, does not match SANBAG's final approved budget for the project. The revised agreement will modify the original agreement by a total of \$9,056.

Table 1: Funding Agreement

	Current	Revised
Section 5316 JARC	\$ 133,153	\$ 138,701
Section 5317 NF	\$ 44,385	\$ 46,234
Section 5309	\$ 218,150	\$ 219,809
Difference		\$ 9,056

Inland Empire United Way project will expand the 2-1-1 One Call service for Veterans to

improve mobility for veterans and their families by developing an information consolidator to provide transportation links tailored to veterans' travel patterns within the two-county, Inland Empire region. The project will allow veterans within the county to call into the center and obtain information regarding various transportation services that will transport them to medical and service appointments. The funding will allow for the purchase of hardware, software, dedicated telephone equipment, and electronic real-time bus arrival information signage that will be installed inside and outside the Jerry L. Pettis Memorial Veterans Medical Center, assisting riders traveling on Omnitrans and Riverside Transit Agency.

On December 7, 2011, San Bernardino Associated Governments (SANBAG) was notified that the Federal Transportation Administration (FTA) Section 5309 Veterans Transportation and Community Living Initiative grant had been awarded by FTA to Inland Empire United Way in collaboration with Valley Transportation Agency (VTrans) – the San Bernardino County Consolidated Transportation Services Agency. On March 7, 2012, the SANBAG Board of Directors also awarded FTA Section 5316 – Job Access Reverse Commute and Section 5317 – New Freedom funding to Inland Empire United Way. Since SANBAG is not a designated FTA grantee, Omnitrans will pass through funding to Inland Empire United Way, as well as monitor the project on behalf of FTA. Local match is being provided by VTrans' Measure I allocation.

FUNDING SOURCE

There will be no impact on Omnitrans' operating budget, as the funds are a pass-through of grant funding awarded specifically for this project. The revised agreement will reduce the federal apportionment for administrative costs as seen in Table 2 Allocated Administrative Reimbursement Cost; however, to date the administrative costs associated to this project has not exceeded the revised amount. Therefore, there is no significant impact posed to Omnitrans.

Table 2: Allocated Administrative Reimbursement Cost

	Current	Revised
Agreement	\$ 16,487	\$ 14,828
Difference		(\$ 1,659)

CONCLUSION

Allowing the Interim CEO/General Manager to execute a revised funding agreement with Inland Empire United Way will bring the funding agreement into accordance with the funding awarded to the sub-recipient by SANBAG. Any delay in revising the agreement will result in Omnitrans funding agreement to be in conflict with the funds award by SANBAG's Call for Project.

PSG:AR

**FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE GRANT, NEW
FREEDOM GRANT AND BUS AND BUS FACILITIES LIVABILITY INITIATIVE GRANT
FUNDS**

This Funding Agreement for Job Access Reverse Commute, New Freedom, and Bus and Bus Facilities Livability Initiative Grant funds (“**Agreement**”) by and between Inland Empire United Way (“**Recipient**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this __ day of _____, 2013. Recipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

Recitals

A. This Agreement describes the respective responsibilities of Recipient and Omnitrans for capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2008 - 2010 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement attached hereto as **Exhibit A** (the “**JARC Grant Agreement**”), Omnitrans Fiscal Year 2008 - 2010 Section 5317 New Freedom (NF) Grant Agreement attached hereto as **Exhibit B** (the “**NF Grant Agreement**”) and Omnitrans Fiscal Year 2011 - 2012 Section 5309 Bus and Bus Facilities Livability Initiative Grant Agreement attached hereto as **Exhibit C** (the “**5309 Grant Agreement**”) (referred to collectively herein as “**Grant Agreements**”).

B. Omnitrans previously submitted a grant application for Section 5316 JARC funds for Fiscal Year 2008 – 2010, Section 5317 NF funds for Fiscal Year 2008 – 2010, and recently submitted a grant for Section 5309 funds for Fiscal Year 2011 - 2012 to the Federal Transit Administration (“**FTA**”) to obtain funding for the Project. On September 15, 2008, the FTA awarded Omnitrans \$144,249 in Section 5316 JARC funds and \$48,084 in Section 5317 NF funds. FTA is expected to award Omnitrans \$227,240 in Section 5309 funds by June 2012. The Parties now desire that the JARC, NF and Section 5309 funds awarded to Omnitrans be used for the benefit of Recipient, as a Sub-grantee. Recipient desires to use proceeds from JARC, NF and Section 5309 grant funds to finance allowable costs that Recipient incurs in carrying out the Project.

C. To implement the Project, Recipient desires to purchase hardware and software to expand the capacity of the 211 system and create a new veterans One Click information consolidator for the County of San Bernardino.

D. As a Sub-grantee receiving JARC, NF, and Section 5309 funds, Recipient desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws and regulations (“**Applicable Law**”).

NOW THEREFORE, based on the forgoing recitals and the following promises and covenants the Parties agree:

1. **Obligations of Omnitrans.** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:
 - a. Reimburse Recipient for the Project, up to \$138,701 in Section 5316 JARC funds, up to \$46,234 in Section 5317 NF funds, and up to \$219,809 in Section 5309 funds in conformity with the following procedure:
 - (1) For each disbursement requested, Recipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation

and background information as Omnitrans may reasonably require (the **“Disbursement Request”**).

- (2) Each Disbursement Request shall be accompanied by a written certification of Recipient’s Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that Recipient will use the disbursement for the purpose indicated in the Disbursement Request.
 - (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Recipient as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Recipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Recipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Recipient certification, Omnitrans may solicit, at Recipient expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law.
 - (6) Omnitrans shall have no liability to Recipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Recipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
- b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Recipient.
 - c. Conduct itself so that any aspect of Omnitrans’ participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from Section 5316 Grant No. CA-37-X146, Section 5317 Grant No. CA-57-X062 and Section 5309 Grant No. CA-04-0228 grant funds to account for all administration costs associated with managing the Project (the **“Administrative Expenses”**).

Omnitrans will be charged to the total FTA amount (approximately \$14,828) as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.

3. Warranties of Recipient. Recipient warrants to Omnitrans that:

- a. Recipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316, Section 5317 and Section 5309 grant funds (the **“Match Obligation”**). The approximate amount of the Match Obligation for the Project is \$243,293.
- b. To Recipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5316, Section 5317 and Section 5309 grant application on behalf of Recipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
- c. Recipient will conduct itself so that all aspects of the Project and any aspect of Recipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
- d. Recipient will use the disbursements for the purposes indicated in its Disbursement Request.
- e. Recipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
- f. Recipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.

4. Obligations of Recipient. Pursuant to, and to the extent provided in, this Agreement, Recipient shall take the following actions:

- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements.
- b. Satisfy Recipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. Recipient may utilize its payment of staff salaries, benefits and expenses in administrative support for the Project to satisfy its Match Obligation.
- c. Notify Omnitrans of any changes in the scope or description of the Project.
- d. Certify to Omnitrans for each Disbursement Request that, to the best of Recipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law and that Recipient will use the disbursement as indicated in the Disbursement Request.
- e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and

submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Recipient with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA.

- f. Ensure that all aspects of the Project and any aspect of Recipient's participation in this Agreement and the actions contemplated of Recipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Recipient required under the terms of this Agreement. The Chief Executive Officer of Recipient, or his or her designee, shall exercise the rights of Recipient under this Agreement; however, any certifications of Recipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of Recipient as is specified by action of the Recipient's governing body.
 6. Insurance. Recipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.
 - a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.

- d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Mutual Indemnification. Omnitrans and Recipient shall defend, indemnify and hold the other Party, its officials, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the indemnifying Party, its officials, officers, employees, agents, and consultants related to a breach of this Agreement or any act or omission arising out of the activities governed by this Agreement. The indemnifying Party's obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the indemnified Party, its officials, officers, employees, agents, and consultants. This is a comparative negligence provision and each Party shall bear their own costs to the extent to which they are each negligent. The indemnifying Party shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the indemnified Party, its officials, officers, employees, agents, and consultants. The indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified Party, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party, its officials, officers, employees, agents, and consultants.
8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than three (3) years from the date of the Agreement's execution date.
9. Force Majeure.
- a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Recipient as soon as Omnitrans is reasonably able to do so.
- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
- c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever

performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

- d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
11. Authorization by Recipient. Recipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Recipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
13. Additional Documents. Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.
15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement.
- a. Equal Construction. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
- b. Internal Consistency. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:
- | | |
|--|---|
| TO OMNITRANS: | TO RECIPIENT: |
|
Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Brenda Ramirez, Planner II |
Inland Empire United Way
9644 Heremosa Avenue
Rancho Cucamonga, CA 91730
Attention: Gary Madden, President/CEO |
20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE
GRANT, NEW FREEDOM GRANT AND BUS AND BUS FACILITIES LIVABILITY
INITIATIVE GRANT**

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the day and year first written above.

OMNITRANS

Inland Empire United Way

By: _____
Milo Victoria, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Legal Counsel

Exhibit "A"
JARC Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-18, October 1, 2011)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011, <http://www.fta.dot.gov/documents/18-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-37-X146-00

Grantee: OMNITRANS

Citation of Statute(s) Authorizing Project: 49 USC 5316 - Job Access and Reverse Commute/TEA-21 3037

Estimated Total Eligible Cost (in U.S. Dollars): \$2,760,692

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$2,208,554

Amount of This FTA Award (in U.S. Dollars): \$2,208,554

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

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Original Project Certification Date: 9/26/2011

Project Description:

FY09-10 Section 5316 JARC Funds

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
12/14/2011

EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Milo Victoria
CEO/General Manager
OMNITRANS
12/19/2011

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-18, October 1, 2011)

It is the practice of the Federal Transit Administration to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grant Recipient is not the Designated Recipient. Therefore, the Designated Recipient hereby agrees to permit the Grant Recipient under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grant Recipient shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this

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Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

FTA Official:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:
Rosemary Ayala
Senior Administrative Officer
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Grant Recipient:
Milo Victoria
CEO/General Manager
OMNITRANS
12/19/2011

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Exhibit "B"
NF Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-17, October 1, 2010)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(17), October 1, 2010,
<http://www.fta.dot.gov/documents/17-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-57-X062-00

Grantee: OMNITRANS

Citation of Statute(s) Authorizing Project: 49 USC 5317 - New Freedom

Estimated Total Eligible Cost (in U.S. Dollars): \$1,152,966

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$922,373

Amount of This FTA Award (in U.S. Dollars): \$922,373

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

[https://ftateamweb.fta.dot.gov/teamweb/\(S\(bbdaci45404gbcbl1tefsip55\)\)/Applications/Vie...](https://ftateamweb.fta.dot.gov/teamweb/(S(bbdaci45404gbcbl1tefsip55))/Applications/Vie...) 5/16/2012

Original Project Certification Date:

Project Description:

FY09-10 - 5317 New Freedom Funds

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/23/2011

EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Milo Victoria
CEO/General Manager
OMNITRANS
09/28/2011

— Page 1 —

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-17, October 1, 2010)

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The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this

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Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

FTA Official:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:
Rosemary Ayala
Senior Administrative Officer
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Grant Recipient:
Milo Victoria
CEO/General Manager
OMNITRANS
09/28/2011

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Exhibit "C" **Section 5309 Grant Agreement**

Federal Register / Vol. 76, No. 243 / Monday, December 19, 2011 / Notices

78735

Table I
VETERANS TRANSPORTATION AND COMMUNITY LIVING INITIATIVE GRANT PROGRAM PROJECT SELECTIONS

State	Project ID	Recipient	Project Description	Allocation
AK	D2011-BUSP-138	Municipality of Anchorage	Creation of mobile smartphone applications to extend the reach of the existing one-call center.	\$120,000
CA	D2011-BUSP-139	Los Angeles County Metropolitan Transportation Authority	Technology upgrades to Southern California 511 system to improve the information accessibility of the area's transportation services.	\$2,000,000
CA	D2011-BUSP-140	Omnitrans	Hardware and software purchase to expand the capacity of the 211 system. Real-time arrival displays at VA hospital and mobile application.	\$227,240
CO	D2011-BUSP-141	Colorado Department of Transportation	Upgrade 211 system to serve as one-call/one-click center, bringing transportation into the employment, housing, food and counseling information system.	\$29,052
CO	D2011-BUSP-142	Colorado Department of Transportation	DRMAC will create a one-call/one-click center with an information and assistance function and pilot coordinated reservations and scheduling system.	\$613,580
CO	D2011-BUSP-143	Colorado Department of Transportation	Accessible Cordinated Transportation will upgrade software capabilities for the existing Joint Dispatch and Call Center.	\$362,500
CO	D2011-BUSP-144	Colorado Department of Transportation	NW Colorado COG will create a one-call/one-click center and a regional billing center to enhance veterans travel training program.	\$321,600
FL	D2011-BUSP-145	Broward Metropolitan Planning Organization	Upgrade 211 system to serve as one-call/one-click center, bringing transportation into the employment, housing, food and counseling information system.	\$539,937
FL	D2011-BUSP-146	Central Florida Regional Transportation Authority (LYNX)	New customer information system including one-call service integrated with transit website & transportation information kiosks throughout project area.	\$1,056,800
FL	D2011-BUSP-147	City of Tallahassee	Expand existing transit call center to provide information, transportation and scheduling for veterans, add customer scheduling website.	\$1,200,000
FL	D2011-BUSP-148	Jacksonville Transportation Authority	Build a one-call/one-click transportation resource center to expand access to the regional scheduling system via the internet and telephone.	\$1,925,200
FL	D2011-BUSP-149	Pinellas County Metropolitan Planning Organization	Create a one-stop center with online tool, toll-free phone number, interactive voicemail system, mobile applications for real-time information.	\$1,098,339
FL	D2011-BUSP-150	Polk County Board of County Commissioners	Consolidation of 3 call centers into single one-call center with centralized website and phone number for coordinated delivery of transportation.	\$1,542,267
GA	D2011-BUSP-151	Atlanta Regional Commission (ARC)	Link multiple call centers to centralized database through multi-functional website to improve mobility planning by tracking requests & gaps in service.	\$419,855
GU	D2011-BUSP-152	Guam Regional Transit Authority	Create a one-call/one-click transportation center for military, veterans and community transportation providers in multi-discipline Disabilities Center.	\$1,305,000
HI	D2011-BUSP-153	County of Maui Department of Transportation	Create one-call center integrated with Aging & Disability Resource Center; allow multiple providers to streamline eligibility, application & scheduling.	\$233,129
ID	D2011-BUSP-154	Idaho Transportation Department	Create searchable resource directory, as well as an automated provider information update system for the state, link to 511 system and build mobile app.	\$39,600
ID	D2011-BUSP-155	Idaho Transportation Department	Implement a one-call center, incorporate volunteer drivers into coordinated scheduling system; establish reservation system to share trip requests.	\$284,058
ID	D2011-BUSP-156	Idaho Transportation Department	Purchase base software and hardware for a one-call resource center in Kootenai County.	\$220,000
IL	D2011-BUSP-157	Illinois Department of Transportation	Implement a statewide one-click website using transportation provider inventory, including local, intercity, rideshare options.	\$362,000
IL	D2011-BUSP-158	Lee County	Implement one-call/one-click center with single information source and scheduling point for 5 existing human service transportation providers.	\$131,325

ITEM # E6

DATE: October 15, 2013

TO: Committee Chair Pat Morris and
Members of the Administrative and Finance Committee

THROUGH: P. Scott Graham, Interim CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

SUBJECT: **TITLE VI SERVICE EQUITY ANALYSIS OF sbX GREEN LINE SERVICE**

FORM MOTION

Recommend to the Board of Directors adoption of the Title VI Service Equity Analysis of sbX Green Line and accompanying changes to Routes 2 and 7.

BACKGROUND

As a recipient of funding from the Federal Transit Administration (FTA), Omnitrans is required to report at least triennially regarding compliance with Title VI requirements as outlined in the FTA Circular 4702.1B, dated October 1, 2012, and as originally set forth in Section 601 of Title VI of the Civil Rights Act of 1964. The Agency must demonstrate that it does not discriminate against, exclude from, or deny service based on race, color, or national origin.

In addition to triennial Title VI reporting, FTA guidelines now require a Title VI analysis to be completed and adopted by the recipient's governing board prior to major service changes, fare changes, or the introduction of a fixed guideway system. These are required to ensure that Title VI considerations are part of the planning process prior to implementation. The launch of revenue service for the sbX Green line in April 2014 comprises both a major service change and the introduction of a fixed guideway system. This Title VI analysis constitutes completion of an Environmental Justice assessment begun as part of the planning process for the sbX E Street Corridor BRT Project, originally reported in the *Environmental Assessment Initial Study* done by Parsons Transportation Group in June of 2009 (Chapter 4.11 Demographics and Neighborhoods).

The proposed changes to service include the following:

- **sbX Green Line BRT service:** sbX is a bus rapid transit (BRT) service that will run from the Kendall and Palm station at its north terminus to Loma Linda University/Medical Center and VA Hospital at the south end. Twenty stations (stops) are

being constructed at sixteen intersections, with center-running dedicated lanes on E Street in downtown San Bernardino and on Hospitality Lane. Fourteen 60-foot articulated vehicles (11 in service, 3 spares) will be used to provide 28,800 hours of service with ten-minute peak weekday service and fifteen-minute off-peak weekday service.

- **Route 2:** Service frequency will be reduced so as to complement sbX, and the northern terminus of the route will be extended from CSUSB to the new station at Kendall and Palm.
- **Route 7:** Duplicative or nearly duplicative service along Kendall (which will now be covered by route 2 and sbX) will be eliminated. As well, the Palm/Ohio/Pine loop at the end of Kendall will be eliminated as the route will now terminate at CSUSB.

The service changes for the proposed modifications to routes 2 and 7 and for the introduction of sbX service (in terms of hours, miles, and budget) were included in the approved FY2014 Service and Budget Elements.

An equity analysis was completed for the proposed service changes, using demographic data within a ½ mile walking distance of the sbX corridor and routes 2 and 7. The analysis shows that implementing the proposed service changes will not adversely impact the Low-Income or Minority (LIM) community, but will, rather, augment service to those within walking distance of the sbX stations.

Exhibit 1 shows a GIS (Geographical Information Systems) spatial analysis of census demographic data showing proportion of minority residents in the area affected by the proposed service changes, by block group.

Exhibit 2 shows comparisons of LIM populations countywide and within Omnitrans' service area to half-mile pedestrian walking buffers for routes 2, 7, and around the sbX stations' stations. This demonstrates that sbX service is associated with a higher LIM proportion than any other measure, and the reduced area (the Pine/Ohio/Palm loop) buffer has a lower LIM proportion than any other measure. The results of the service equity analysis show that the proposed service changes comply with Title VI requirements.

Exhibit 1: E Street Corridor, sbX service, Routes 2 and 7, and percent minority residents by census blocks.

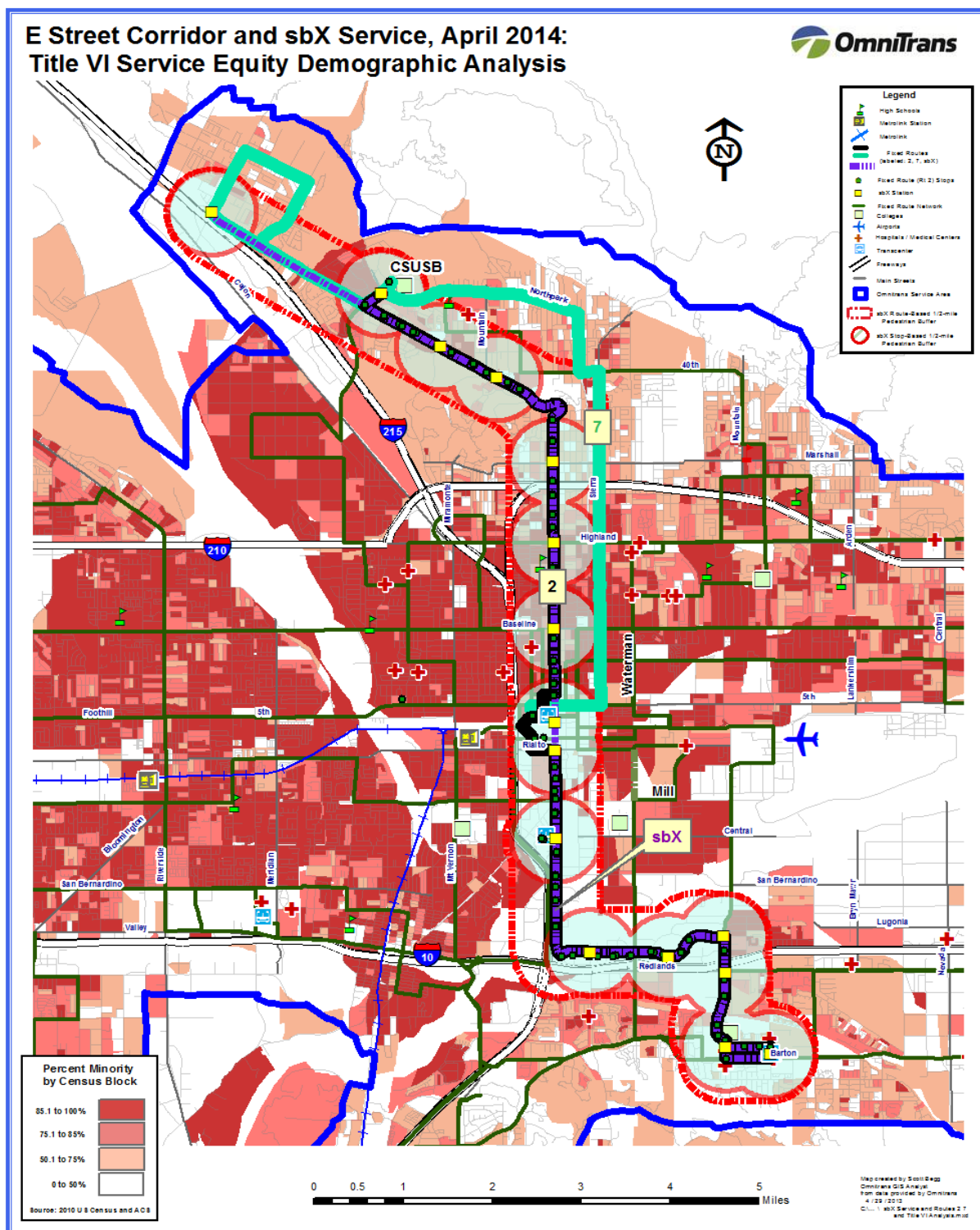


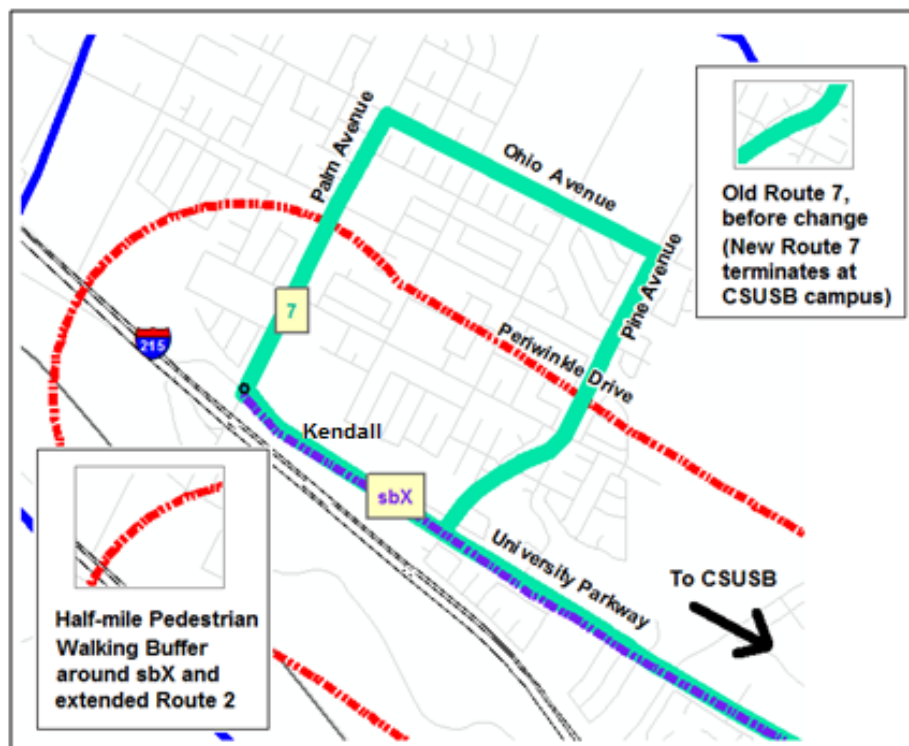
Exhibit 2: Comparison of Low-Income/Minority (LIM) populations within the county, within Omnitrans' service area, and within pedestrian buffers of stops for routes 2, 7, sbX, and Pine/Ohio/Palm loop, taken from ACS and 2010 US Census block group data.

2012-2013 Determination by Route of Title VI Compliance: sbX versus Routes 2 and 7 (STOP BUFFER METHOD)						
Region:	Total Population	Low Income Whites	Minority	TOTAL LIM	% LIW of LIM	Percentage LIM
Countywide	2,035,210	67,850	1,357,612	1,425,462	4.8%	70.0%
Within 3/4-Mile of All Service (ADA/Access Service Area Boundary)	1,386,945	29,647	1,032,311	1,061,958	2.8%	76.6%
One-Half-Mile Pedestrian Buffer surrounding Route:						
Route 2	58,497	1,952	45,202	47,154	4.1%	80.6%
Route 7	68,313	2,013	51,852	53,865	3.7%	78.9%
Routes 2 & 7	99,386	3,017	75,012	78,029	3.9%	78.5%
sbX BRT Route	47,580	1,579	36,264	37,843	4.2%	79.5%
Reduced Area (Pine-Ohio-Palm)	4,741	94	2,815	2,909	3.2%	61.4%

As sbX will traverse the same corridor paralleled or followed by the alignments of fixed routes 2 and 7, it is expected that these two routes will be most directly impacted by sbX service and will see some associated reduction in service. Route 7 can anticipate a weekday loss of 778 service hours. For route 2, the difference will be more significant: annual weekday service hours can expect to be reduced by 11,814 hours. There will also be very minor changes in hours for routes 2 and 7 on the weekend (for a total of 49 hours gained). However, the weekday reductions will be more than compensated for by sbX service, which will add 28,800 hours, for a net positive addition of 16,257 revenue hours. Walking distances will be greater for sbX service due to it being a BRT route, and as such stop spacing will be up to four-times the distance between stops for local routes. For individuals who can not walk to an sbX station, their local service will be reduced, but for those who can walk or otherwise access an sbX station, their service will be increased.

Reduction in Route 7 will also translate to a loss of service in the Palm/Ohio/Pine Avenues loop at its present terminus. The proportion of Low-Income/Minority (LIM) residents in this buffer area is 61.4%, which is below that of any other measure of the local region (around route 2 or 7, around the sbX corridor, within Omnitrans' service area, or even within the entire county itself). The route will now terminate at the Cal State University of San Bernardino (CSUSB) campus. As shown in Exhibit 3, both Route 2 and sbX will continue to serve the region along University Parkway/Kendall to Palm Avenue, but the loop itself will no longer be served.

Exhibit 3: Route 7 before change to Palm/Ohio/Pine loop, and addition of sbX service to Kendall and Palm.



When compared overall to service before the beginning of sbX along the E Street corridor, the reduction in both routes 2 and 7, along with the addition of sbX service, is seen as a benefit for Omnitrans' LIM population within walking distance of the sbX stations in that it adds more service hours and coaches along this corridor than had been devoted before.

CONCLUSION

Staff recommends that the Board of Directors adopt the Title VI Service Equity Analysis of the sbX Green Line and the accompanying changes to Routes 2 and 7. Approval of changes to routes 2 and 7 and beginning of sbX service will provide high-speed transit and improved transit efficiency, as it increases both coaches and service hours along the E Street corridor.

PSG:AR

Service Equity Analysis: sbX Green Line and Routes 2 and 7

April 2014

Introduction

As a recipient of federal funding under the Federal Transit Administration's guidelines, Omnitrans is required to report at least triennially on compliance with Title VI requirements. These requirements are outlined in the FTA Circular 4702.1B, dated October 1, 2012. More generally, these requirements are set forth in Section 601 of Title VI of the Civil Rights Act of 1964. This states that no person will be discriminated against, excluded from, or denied service based on race, color, or national origin. In order to abide by the Civil Rights Act, each transit agency must report on the services it provides in relation to the population in its service area. In this way, it may be demonstrated that no group or groups are being denied service based on discriminatory planning.

Omnitrans is also required to report in the same manner regarding compliance with Title VI requirements for every major fare and/or service change before it occurs. These reports must be completed and approved by the governing board at least six months before service or fare changes go into effect. Omnitrans' Board will be presented this Title VI Service Equity Analysis for approval in November of 2013, six months before revenue service changes take place in April of 2014.

The E Street Corridor Bus Rapid Transit Project (sbX Green Line)

Following two years of construction, Omnitrans will launch the first of ten planned sbX (San Bernardino Valley Express) corridors into service in April 2014. The bus rapid transit service will employ 60-foot-long articulated coaches, and is designed to optimize vehicle operating speeds and travel time, while minimizing travel delay, right-of-way acquisitions, and other community and environmental impacts. . The E Street (Green Line) corridor was designated as the highest priority corridor in the Long Range Transit Plan by the San Bernardino Associated Governments (SANBAG).

The sbX Green Line will operate along the E Street Corridor, generally following Kendall Drive from Palm Avenue to California State University San Bernardino, then along E Street through downtown San Bernardino, along Hospitality Lane, and south to Loma Linda University Medical Center and the Veteran's Administration (VA) Hospital.

Length: The Refined Locally Preferred Alternative (RLPA) as currently defined consists of 15.7 miles of combined mixed-use and dedicated BRT alignment.

No. of Stations: 23 stations (stops) at 16 intersections.

Vehicles: Fourteen (14) articulated BRT vehicles, 11 in service and 3 spares.

Forecast Total Annual Service Revenue Hours: 28,800 revenue hours. Service will initially only be on weekdays

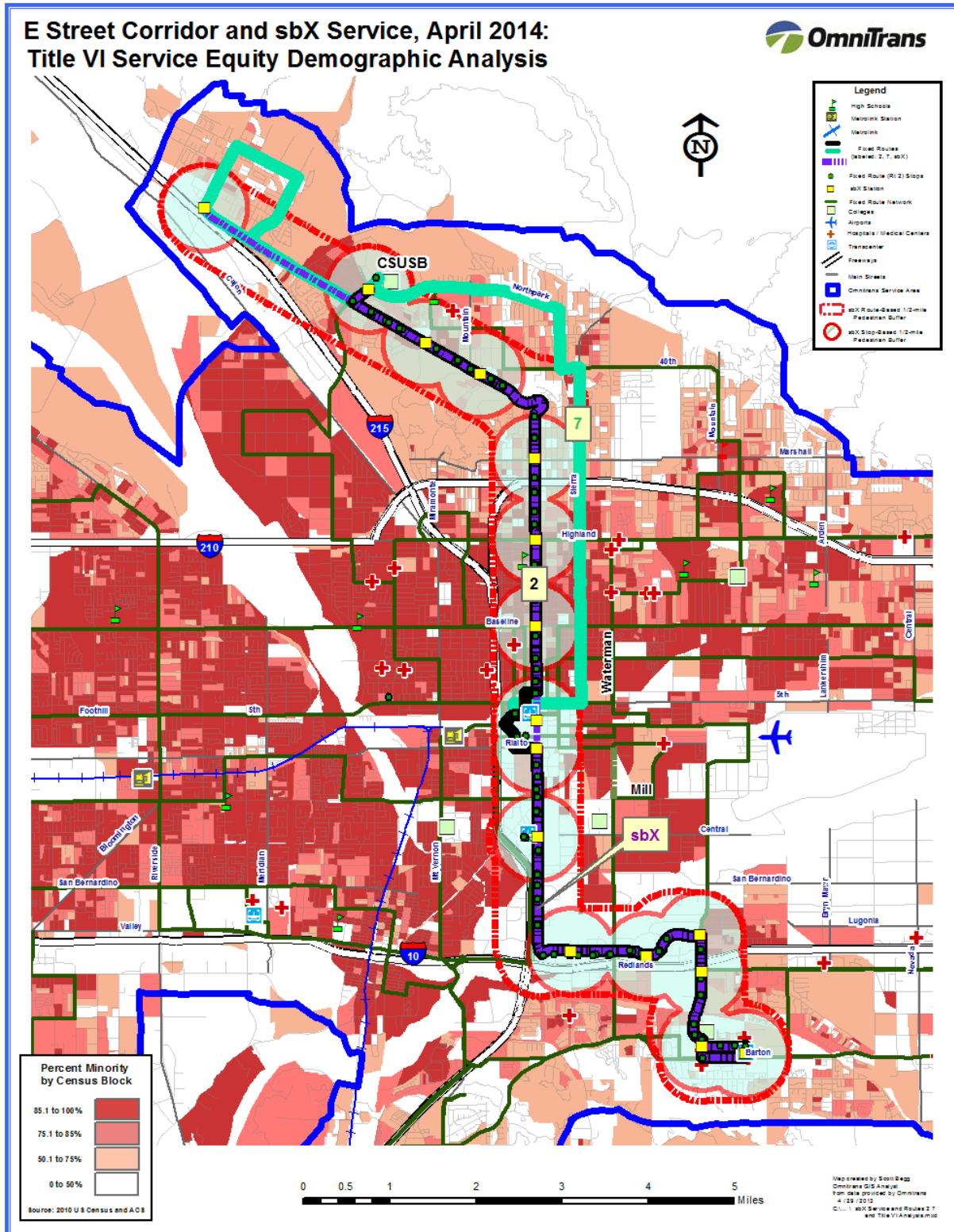
Service Frequency: At peak, ten-minute frequency weekday along the corridor with 15-minute service in the off-peak.

Ridership Forecast: Opening year, April 2014, ridership is projected at 5,600 boardings per day.

Detailed descriptions of the sbX corridor and baseline alternatives analysis are found in previous reports on the Alternative Analysis (September 2004), and the Refined Locally Preferred Alternative (August 2009). (Parsons/Hexagon), and *Operations and Maintenance Plan and Costs* original reports (Parsons Transportation Group, May 2009, August 2009, September 2009).

The operating plan assumes the opening year FY 2014 of sbX service, and is a plan that reflects a conservative approach to the introduction of service by lessening the impact on Omnitrans' overall operating budget. The opening year operating plan is limited to weekday service covering a 14-hour service span, with 10 minute peak period headways and 15 minute off-peak headways. This operating plan will be served by a fleet of 14 sbX vehicles (11 in service and 3 spares). Over the years, as planned development in the E Street Corridor occurs, the operating plan will be expanded to include weekend service, and ultimately will include 5-minute service frequency through the corridor.

The sbX will operate on 10 minute peak headways and 15 minute off-peak headways, and will serve 16 stations designed and constructed specifically for the E Street Corridor project. The alignment of the sbX is displayed in Figure 1. The Refined Locally Preferred Alternative (LPA) is an update to the LPA that was developed during the Alternatives Analysis phase of the E Street project. The details of the Refined LPA were described in Parsons' previous report — *Operations & Maintenance Plan and Costs Report*, September 2009 (Appendix A).



As the Refined Locally Preferred Alternative featured the new sbX as a premium transit service, special enhancements include Transit Signal Priority treatment at intersections. sbX will operate in 5.4 miles of exclusive lanes and 10.3 miles of mixed traffic.

Anticipated benefits of this BRT service will include: encouraging Transit Oriented Development, stimulating the local economy, reducing vehicular traffic and emissions, revitalizing station neighborhoods, creating construction jobs, and lowering transit vehicular emissions by having the articulated coaches be powered by compressed natural gas.

In order for the sbX project to become a reality, agency resources had to be reallocated in a way which minimally impacted local transit-dependent riders and low-income/minority riders within our service area. Every effort was made to meet these requirements. Since the first BRT corridor either paralleled or followed the same alignment as fixed routes 2 and 7, these would be the routes most directly impacted by sbX service. For route 2, there will be concomitant reduction in service from 45,602 total annual service revenue hours to 33,788 predicted annual service revenue hours (this translates to a service frequency reduction from 15-minute frequency to 30-minute frequency on weekdays for Route 2, and no change in frequency at all on weekends); for route 7, there will be reduction in total annual service revenue hours from 12,875 to 12,097 hours. This will need to be seen in light of the accompanying increase in more frequent and direct service along the same corridor by the bus rapid transit sbX line when it begins service in April of 2014: sbX will run ten minute service at its peak along this corridor, complementing Route 2, and will add 28,800 additional service revenue hours.

ANALYSIS: Comparison of Routes 2 and 7 with sbX

An analysis of the demographic character of the regions immediately surrounding both fixed routes 2 and 7 (and the merged combination of 2 and 7), and the proposed sbX BRT route was undertaken using geographic information systems (GIS). For all routes, a one-half mile pedestrian walking buffer was applied, and block- (or tract-) level determinations of proportions of minority and low income (LIM, Low-Income/Minority) populations were made. These were compared, and in turn compared to the level of same for San Bernardino County as a whole. The results are given in the following table.

2012-2013 Determination by Route of Title VI Compliance: sbX versus Routes 2 and 7 (ROUTE BUFFER METHOD)						
Region:	Total Population	Low Income Whites	Minority	TOTAL LIM	% LIW of LIM	Percentage LIM
Countywide	2,035,210	67,850	1,357,612	1,425,462	4.8%	70.0%
One-Half-Mile Pedestrian Buffer surrounding Route:						
Route 2	60,611	2,436	46,919	49,355	4.9%	81.4%
Route 7	69,247	2,038	52,683	54,721	3.7%	79.0%
Routes 2 & 7	100,875	3,065	76,250	79,315	3.9%	78.6%
sbX BRT Route	64,578	1,951	49,133	51,084	3.8%	79.1%
Reduced Area (Pine-Ohio-Palm)	4,741	94	2,815	2,909	3.2%	61.4%

A second analysis was performed using the same methodology. This time, however, the half-mile pedestrian walking buffer was made about all bus stops, and not along the route proper. In the case of the sbX route, there were a total of 23 stops at 16 locations along the route. This form of analysis gives a perhaps more accurate appraisal of real-life walking conditions for riders, as they actually do not board buses anywhere along the route, but only at designated stops. Given an average spacing of two-tenths of a mile for fixed route stops, the difference in demographics between route-based buffers and stop-based buffers is essentially negligible. However, in the case of sbX, which operates as a limited-stop, BRT route, only sixteen stations will exist for the coaches along the entire route, and these will average a mile distance from each other; in this situation, the demographic difference between route-based and stop-based buffers could be significant. The results of this analysis are given in the following table.

2012-2013 Determination by Route of Title VI Compliance: sbX versus Routes 2 and 7 (STOP BUFFER METHOD)						
Region:	Total Population	Low Income Whites	Minority	TOTAL LIM	% LIW of LIM	Percentage LIM
Countywide	2,035,210	67,850	1,357,612	1,425,462	4.8%	70.0%
One-Half-Mile Pedestrian Buffer surrounding Route:						
Route 2	58,497	1,952	45,202	47,154	4.1%	80.6%
Route 7	68,313	2,013	51,852	53,865	3.7%	78.9%
Routes 2 & 7	99,386	3,017	75,012	78,029	3.9%	78.5%
sbX BRT Route	47,580	1,579	36,264	37,843	4.2%	79.5%
Reduced Area (Pine-Ohio-Palm)	4,741	94	2,815	2,909	3.2%	61.4%

TRIP AND SERVICE FREQUENCY REDUCTION:

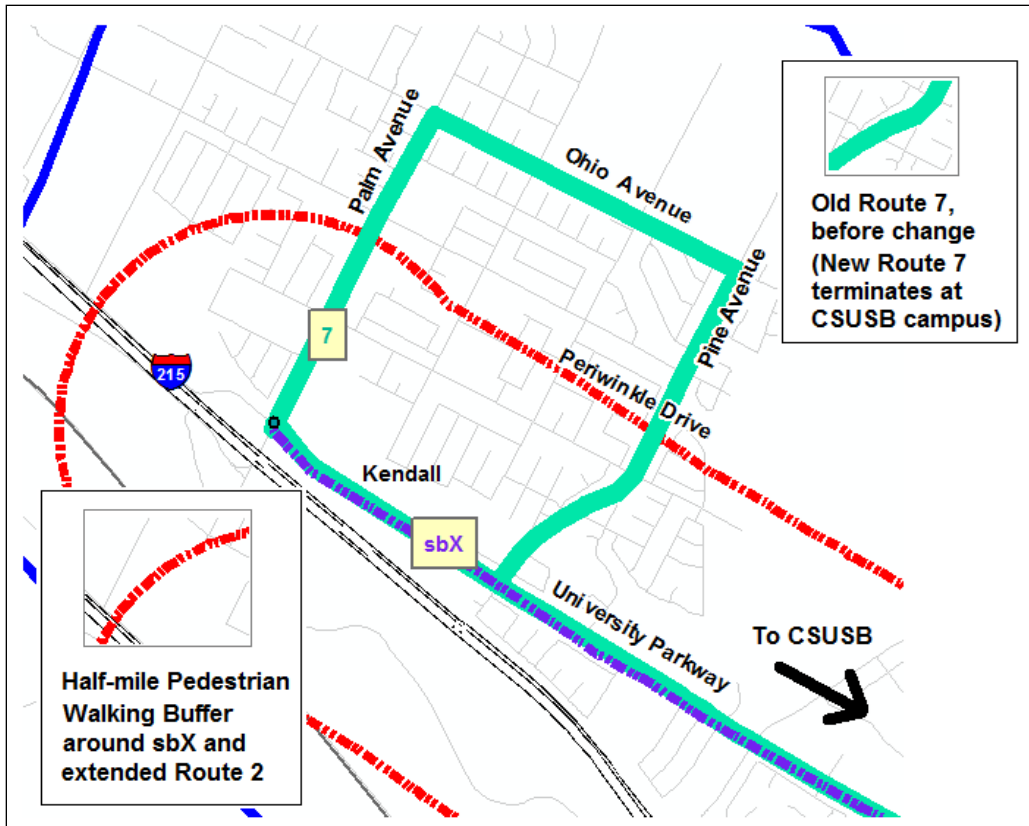
As sbX will traverse the same corridor paralleled or followed by the alignments of fixed routes 2 and (parts of) 7, these would be the routes most directly impacted by sbX service. Implementation of sbX along E Street necessarily translates to some reduction in service for these routes quantitatively.

Following are tabulated data regarding the predicted effect on service for FY2014 (the first full fiscal year of sbX implementation) versus baseline route performance for FY2013, which would not have such service:

Differences in Coaches and Annual Service (Revenue) Hours Between Status Quo and Proposed Change with sbX (Annualized for FY2014)						
TOTAL	Total Number of Coaches		Difference	Total Annual Service Hours (Revenue)		Difference
Route	Status Quo	Proposed Change with sbX		Status Quo	Proposed Change with sbX	
2	11	8	-3	45,520	33,810	-11,710
7	4	3	-1	12,875	12,042	-833
sbX	0	11	11	0	28,800	28,800
					Difference	16,257
WEEKDAYS	Total Number of Coaches		Difference	Total Annual Service Hours (Revenue)		Difference
Route	Status Quo	Proposed Change with sbX		Status Quo	Proposed Change with sbX	
2	11	6	-5	36,049	24,235	-11,814
7	4	3	-1	10,774	9,996	-778
sbX	0	11	11	0	28,800	28,800
		Difference	5		Difference	16,208
SATURDAYS	Total Number of Coaches		Difference	Total Annual Service Hours (Revenue)		Difference
Route	Status Quo	Proposed Change with sbX		Status Quo	Proposed Change with sbX	
2	8	8	0	5,198	5,271	73
7	2	2	0	1,096	1,059	-37
sbX	0	0	0	0	0	0
					Difference	36
SUNDAYS	Total Number of Coaches		Difference	Total Annual Service Hours (Revenue)		Difference
Route	Status Quo	Proposed Change with sbX		Status Quo	Proposed Change with sbX	
2	8	8	0	4,273	4,304	31
7	2	2	0	1,005	987	-18
sbX	0	0	0	0	0	0
					Difference	13
					GRAND TOTAL	16,257
All data taken from Omnitrans' annualized fiscal year estimation of FY2014 total service hours for all routes, status quo and proposed for sbX service.						

Reduced Region: (Pine-Ohio-Palm)

A final analysis was made of the demographic character of the one region that would lose service (not due to the advent of sbX, however): the Pine-Ohio-Palm loop. This is shown in the following inset.



This area has had extremely low ridership, and is notably more affluent than along the rest of the other two routes (routes 2 and 7) or the service area average. It is important to note as well that service will not cease along this loop because of sbX service (this region, again, roughly defined as northeast of the pedestrian buffer region, northeast of Periwinkle drive, and defined by Palm, Ohio, and Pine Avenues). Instead, service will end for this portion of the route simply because it has been very unproductive. For this reason, Route 7 will no longer serve this portion of its route, as it will terminate at the Cal State San Bernardino University campus. Route 2, however, will pick up this portion of the route along University Parkway-Kendall alone, and will serve to the end of Palm and Kendall, on weekdays and weekends, and sbX will serve the same portion on weekdays. The only portion of the coverage to be discontinued, then, will once more be the aforementioned segment (Palm, Ohio, and Pine Avenues).

The analysis shows that the demographics of this segment are characterized by a markedly lower LIM proportion than that seen in over the rest of the routes (2, 7, and sbX), and markedly lower LIM proportion than that seen in the county overall (61.4% LIM, versus 70% to 80%) or Omnitrans' service area (61.4% versus 76.6%).

RESULTS

Demographic analysis of the areas immediately surrounding sbX and routes 2 and 7 by use of GIS spatial tools has determined that implementing sbX along the E Street corridor will not adversely impact the local LIM community, but will, if anything, augment service to those within walking distance of the sbX stations.

In 2014, sbX will not run on weekends (Saturdays and Sundays). This means that sbX will not compete with or limit resources for routes 2 and 7 on weekends. There will be very minor alterations to routes 2 and 7 resulting from the changes to their respective alignments, and this will be reflected in minor changes in service revenue hours on the weekend. For route 2, revenue hours on Saturday will go from 5,198 to 5,271 and on Sundays will increase from 4,273 to 4,304; for route 7 on Saturdays, revenue hours will go from 1,096 to 1,059 and on Sundays will decrease from 1,005 to 987. Overall, this will result in an increase of 36 revenue hours on Saturday and 13 revenue hours on Sunday (49 hours combined) for these two routes.

On weekdays, however, sbX will come online and will be run on the E Street corridor, and as such will limit resources for both routes 2 and 7. Route 7 can anticipate a loss of one coach (seeing a reduction from 4 to 3 coaches) and a reduction of 778 hours of service. For route 2, the difference will be more significant: annual weekday service hours can expect to go down from 36,049 to 24,235—a resulting reduction of 11,814 service hours. The route should also see a loss of 5 vehicles (from 11 coaches to 6 coaches on weekdays).

This reduction in number of trips and frequency of service for these two fixed routes will be more than offset by the introduction of sbX BRT service along the E Street Corridor. During the same year, sbX will introduce 11 new articulated coaches and add 28,800 hours of service. When combined, the reduction in routes 2 and 7 plus the addition of sbX service will yield a gain of 5 vehicles overall to serve this area (11 added minus 6 lost), and an additional 16,257 hours of service (28,800 added minus 12,543 total lost). When seen this way, the addition of sbX service is an overall benefit, which adds more coaches and more service hours along this corridor than had been in place before.

This Service Equity Analysis of sbX and fixed routes 2 and 7 is scheduled to be approved in November, 2013, six months before the beginning of revenue service of sbX and before fixed route service changes go into effect in April, 2014.

ITEM # E7

DATE: October 15, 2013

TO: Committee Chair Patrick Morris and
Members of the Administrative and Finance Committee

THROUGH: P. Scott Graham, Interim CEO/General Manager

FROM: Marjorie Ewing, Director of Human Resources

SUBJECT: **ADOPT REVISIONS TO PERSONNEL POLICY #103, STANDARDS
OF ETHICAL CONDUCT AND PERSONNEL POLICY #109,
CONFLICT OF INTEREST**

FORM MOTION

Recommend to the Board of Directors adoption of the proposed changes to Personnel Policy #103 Standards of Ethical Conduct and Personnel Policy #109 Conflict of Interest, effective November 6, 2013.

BACKGROUND

In August 2013, Omnitrans utilized outside legal services for an investigation dealing with an anonymous complaint. The investigation revealed that Omnitrans Personnel Policy #103, Standards of Ethical Conduct, initially approved in January 1999, with one revision in 2004, and Personnel Policy #109, Conflict of Interest, initially approved in January 1999, with no revisions since, hold a very high standard. However, it was recommended that Omnitrans add language to both policies addressing the State of California Form 700, Statement of Economic Interests, which has reporting requirements based on the individual's designated filing disclosure category defined in Omnitrans Conflict of Interest Code. As currently written, an individual only reading the personnel policies may perceive an ethical or conflict situation. The addition of language related to Form 700 is intended to further clarify requirements relating to potential Conflicts of Interest or ethical related matters.

FUNDING SOURCE

There are no increased costs associated with the recommendation.

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

CONCLUSION

Adoption of the proposed changes to Personnel Policy #103, Standards of Ethical Conduct, and Personnel Policy #109, Conflict of Interest, further clarifies requirements, both for those employees designated in Omnitrans Conflict of Interest Code and those that are not specifically designated.

PSG:ME

Attachments



PERSONNEL POLICY MANUAL

POLICY 103 PAGE 1 OF 7

SUBJECT

Standards of Ethical Conduct

APPROVED BY OMNITRANS
BOARD OF DIRECTORS
PROPOSED FOR BOARD APPROVAL

DATE: ~~May 5, 2004~~ November 6, 2013

I. PURPOSE

To state Standards of Ethical Conduct.

II. SCOPE

All Departments

III. PROCEDURE

A. Definitions

For the purpose of this policy, the following definitions will apply:

1. Abuse of Power- Wrongful use of a position of authority to influence employees, colleagues, customers, or volunteers (e.g., coercion to participate in activities or decision making in violation of laws, regulations, or policies).
2. Conflict of Commitment – A situation in which an employee’s additional employment or other activity, whether internal or external to Omnitrans, interferes with his or her performance of his/her in the primary duties appoint at Omnitrans.
3. Conflict of Interest – A situation in which an individual or any of his or her family has an existing or potential financial or other material interest that impairs or might appear to impair the individual’s independence and objectivity of judgment in the discharge of responsibilities of Omnitrans. A conflict of interest also arises when an individual evaluates the work or performance of a person with whom he or she is engaged in a romantic or sexual relationship.
4. Ethical Conduct – Behavior conducted according to Omnitrans’ “Statement of Ethical Conduct” and this policy.
5. Financial Irregularity – An intentional misstatement, omission, or failure to disclose information related to a financial transaction that is detrimental to the interests of Omnitrans, including embezzlement, fraud, or falsification or records; to misappropriate assets.
6. Fraud - An intentional act of misrepresentation, dishonesty, trickery, or deceit (including the concealment or suppression of the truth), designed to obtain information or assets without approval.
7. Kickback – The act of accepting a payment to improperly obtain or reward with favorable treatment in connection with either a contract or subcontract relating to a prime contract.
8. Misconduct - Cheating, falsification, fabrication, misappropriation, plagiarism, or other practice that seriously deviates from those commonly accepted as



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SUBJECT

Standards of Ethical Conduct

APPROVED BY OMNITRANS
BOARD OF DIRECTORS
PROPOSED FOR BOARD APPROVAL

DATE: May 5, 2004 November 6, 2013

proper.

9. Stewardship - The management of tangible and intangible assets of Omnitrans.

B. Omnitrans' commitment to the highest standard of ethical conduct is an integral part of its mission "to provide the San Bernardino Valley with comprehensive public mass transportation services which maximize customer use, comfort, safety and satisfaction while efficiently using financial and other resources in an environmentally sensitive manner." That commitment upholds the reputation of Omnitrans and encourages compliance with applicable laws and regulations.

C. In cases when Omnitrans policies appear ambiguous, difficult to interpret or apply; and, when it is difficult to identify your responsibilities in situations of potential violations of standards of ethical conduct, contact your immediate supervisor, manager, director, or the Human Resources Department for assistance/interpretation.

D. Omnitrans will not tolerate retaliation toward or harassment of employees who report actual or possible violations. The identity of individuals providing information concerning possible violations, including fraud, will be protected within legal limits. Individuals who take retaliatory action will be subject to discipline, up to and including discharge.

E. Suspected violations will be investigated by the appropriate Omnitrans personnel, depending on the nature of the violation. Disciplinary measures may be taken, in accordance with applicable regulations, if appropriate to the circumstances.

F. Omnitrans is committed to the protection of both the accused and the accuser in the reporting of any violation of this policy. Therefore, attempts by individuals to discredit others through inappropriate use of this policy are not permitted. ~~and may be considered for disciplinary action.~~

G. To report an actual or suspected violation:

1. Discuss the violation with the immediate supervisor, except when the supervisor is involved, in which case, discuss it with the person at the next supervisory level.

2. If you cannot address the situation in this manner, you may contact the Director of Human Resources.

Caution: Failure of a supervisor to report actual or possible violations may be a subject of appropriate Omnitrans discipline.

H. Direct any questions about the Standards of Ethical Conduct Policy to the Director of Human Resources.



SUBJECT

Standards of Ethical ConductAPPROVED BY OMNITRANS
BOARD OF DIRECTORS
PROPOSED FOR BOARD APPROVALDATE: ~~May 5, 2004~~ November 6, 2013**IV. STANDARDS OF ETHICAL CONDUCT**

- A. An environment that encourages the highest level of integrity from its members is critical to Omnitrans. Therefore, adherence by executive officers, directors, managers, supervisors, staff and others acting on behalf of Omnitrans to the standards of ethical conduct set forth in this document is an integral part of Omnitrans' long-range goals of attracting quality employees; ensuring proper stewardship of its resources; and attracting gifts, grants, and other forms of support.

Omnitrans executive officers, directors, managers, supervisors, staff and others acting on behalf of Omnitrans should not commit acts contrary to these standards or support the commission of such acts by others.

Further, employees of Omnitrans are expected to assume personal responsibility and accountability for their actions by maintaining these standards. In an effort to ensure that employees are adequately informed of Omnitrans' expectations, all employees will be asked to read a Statement of Ethical Conduct (see the "Appendix A" Section of this document).

Omnitrans employees that are designated in Omnitrans Conflict of Interest Code (COI) are required to submit California Form 700, Statement of Economic Interests, and shall comply with reporting requirements, including gifts limits established in Form 700. This policy is indicating a higher standard exists. No gift shall be accepted by employees, without approval of the CEO/GM. If approved, it must be reported in compliance with Form 700 and on file in the Administration Office.

Omnitrans employees not governed by California Form 700: No gifts shall be accepted by employees, without approval of the CEO/GM. If approved by the CEO/GM, receipt of gift from any single source or multiple sources that have a cumulative value of more than \$50.00 in a calendar year must be on file in the Administration Office.

- B. Listed below are some of the areas where frequent ethical questions arise, and some general principles of ethical conduct that apply to these areas:

Abuse of Power

- Support the creation and maintenance of an environment in which the abuse of power is not tolerated.

Communication

- Communicate judgments, opinions, and other information--both positive and negative--fairly and objectively.



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SUBJECT

Standards of Ethical Conduct

APPROVED BY OMNITRANS
BOARD OF DIRECTORS
PROPOSED FOR BOARD APPROVAL

DATE: ~~May 5, 2004~~ November 6, 2013

Computer Use

- Use electronic communications and systems in a responsible manner.

Confidentiality

- Use confidential information acquired in the course of Omnitrans affiliation only for official or legal purposes, and not for personal or illegal advantage, during or after such affiliation;
- Disclose confidential information acquired in the course of employment or Omnitrans affiliation on a need-to-know basis and only when authorized to do so.

Conflicts of Interest and Commitment

- Advise appropriate parties of potential conflicts in accordance with applicable Omnitrans conflicts policies;
- Avoid any activity that hinders your ability to carry out responsibilities to Omnitrans.

Financial Transactions

- Conduct, process, and report all financial transactions with integrity.

Grants and Contracts

- Adhere to grant and contractual obligations of Omnitrans, including proper allocation of expenses;
- Comply with applicable laws and regulations governing the receipt and disbursement of sponsored funds.

Intellectual Property

- Honor non-disclosure agreements;
- Abide by all rules and laws governing the use of copyrighted materials, patented ideas, licenses, and proprietary information;
- Properly attribute the ideas and work of others.

Kickbacks

- Refrain from making or accepting payments to improperly obtain or reward with favorable treatment in connection with either a contract or subcontract relating to a prime contract.



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SUBJECT

Standards of Ethical Conduct

APPROVED BY OMNITRANS
BOARD OF DIRECTORS
PROPOSED FOR BOARD APPROVAL

DATE: ~~May 5, 2004~~ November 6, 2013

Reporting

- Meet accurately and fully reporting obligations that are required by federal and state regulations.

Stewardship

- Use Omnitrans resources or assets legally and properly;
- Refrain from engaging in personal use of Omnitrans facilities, equipment, employees, or voluntary help unless written permission is obtained in accordance with applicable procedures.

IV. RESPONSIBILITIES

A. The major responsibilities each party has in connection with Omnitrans Standards of Ethical Conduct Policy are as follows:

CEO/General Manager	Ensure that directors and managers are aware of the need for complete compliance with the Statement of Ethical Behavior. Report suspected violations to appropriate Omnitrans personnel. Take appropriate action with regard to violations by direct reports.
Directors & Managers	Encourage and support efforts by employees to perform duties and responsibilities at the highest standards. Ensure that supervisors are promoting excellence in ethical practices through periodic training and daily reinforcement. Report suspected violations to appropriate Omnitrans personnel to protect both the alleged violator and the individual reporting a suspected violation.
Human Resources	Investigate alleged policy violations and determine whether a violation has occurred, and whether action is required.
You	Conduct Omnitrans-related activities according to the Statement of Ethical Conduct.

APPENDIX A

The federal government provides significant support to Omnitrans. Included in this section is a brief overview of some of the laws, regulations, and guidelines that may be used to evaluate the actions of Omnitrans as well as its executive officers, directors, supervisors, staff and others. Omnitrans and these individuals are expected to be in full compliance with



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SUBJECT

Standards of Ethical Conduct

APPROVED BY OMNITRANS
BOARD OF DIRECTORS
PROPOSED FOR BOARD APPROVAL

DATE: ~~May 5, 2004~~ November 6, 2013

all federal and state laws.

Anti-Kickback Act of 1986

This act was passed to deter subcontractors from making payments and contractors from accepting payments to improperly obtain or reward with favorable treatment in connection with either a contract or subcontract relating to a prime contract.

Federal Sentencing Guidelines

1991 Federal Sentencing Guidelines define an effective internal control program in the following seven steps:

1. Compliance programs have been established to reduce the prospect of criminal conduct by the employees or agents of the organization. Other References include the Procurement Policy Manual. Omnitrans employees are to comply with other policies referencing Conflict of Interest such as Procurement Policy 1050 "Standards of Conduct and Conflict of Interest; Procurement Policy 1060 "Contractor Relations", as examples.
2. High-level individuals have been assigned responsibility to oversee compliance with the standards and procedures.
3. The organization has taken steps to install monitoring and auditing systems designed to detect criminal conduct.
4. Evidence confirms that substantial discretionary authority has not been delegated to individuals who the organization knows or should have known have a propensity to engage in illegal activities.
5. Standards and procedures have been communicated to all employees and agents through training programs and printed materials.
6. Standards and procedures have been consistently reinforced through appropriate disciplinary mechanisms.
7. Appropriate responses are made to reported offenses, with action taken to prevent recurrence.

Under the legal concept of *respondent superior*, or "let the master answer", the organization is responsible for the wrongful acts of its employees, as long as the employees are acting in their official capacity. Employees and agents are expected to be trained and counseled to act in a lawful and ethical fashion. Establishing a visible "track record" of prevention and detection within an organization is critical. The organization must be proactive in establishing anti-fraud programs and compliance audits.

Foreign Corrupt Practices Act of 1977



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APPROVED BY OMNITRANS
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PROPOSED FOR BOARD APPROVAL

DATE: ~~May 5, 2004~~ November 6, 2013

The anti-bribery provisions of this act require that books, records and accounts be maintained that accurately and fairly reflect the transactions and disposition of assets, and that a system of internal accounting control be maintained.

Office of Federal Procurement Policy Act Regarding Procurement Integrity

This act states that no competing contractor or any officer, employee, representative, agency, or consultant of such competing contractor shall knowingly:

- Make, directly or indirectly, any offer or promise of future employment with any procurement officer of such agency;
- Offer or give, directly or indirectly, any money, gratuity, or other thing of value to any procurement officer of such agency;
- Solicit or obtain, directly or indirectly, any proprietary or source selection information regarding such procurement.



PERSONNEL POLICY MANUAL

POLICY 109 PAGE 1 OF 2

SUBJECT

Conflict of Interest

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

PENDING BOARD APPROVAL 11-6-13

DATE: January 1, 1999

I. Purpose

To state Omnitrans' policy on conflict of interest.

II. Scope

All Departments

III. Procedure

No employee will engage in any business or transaction or will have a financial or other personal interest or association which is in conflict with the proper discharge of official duties, or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other applicable provisions of the Government Code and any conflict of interest Code applicable to Omnitrans employment.

- A. Section 1090. Prohibits conflict of interest in contracts, sales, and interests in a government entity.
- B. Section 1126. Prohibits engagement in employment actions for compensation which is inconsistent with official duties.
- C. Section 87100. General conflict of interest. Prohibits employee interest in decisions made on behalf of the government.
- D. No employee or Board Member shall act in violation of ~~Resolution No. 140-96, dated September 6, 1995, in compliance~~ of Government Code Section 87306 this is in reference to the requirement when change is necessitated by changed circumstances in existing positions, and including the creation of new positions which must be designated pursuant to be included in the Conflict of Interest Code.
- E. Omnitrans employees that are designated in Omnitrans Conflict of Interest Code (COI) are required to submit California Form 700, Statement of Economic Interests, and shall comply with reporting requirements, including gift limits established in Form 700. This policy is indicating a higher standard exists. No gift shall be accepted by employees without approval of the CEO/GM. If approved, it must be reported in compliance with Form 700 and on file in the



PERSONNEL POLICY MANUAL

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SUBJECT

Conflict of Interest

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

PENDING BOARD APPROVAL 11-6-13

DATE: **January 1, 1999**

Administration Office.

- F. Omnitrans employees not governed by California Form 700: No gifts shall be accepted by employees, without approval of the CEO/GM. If approved by the CEO/GM, receipt of Gifts from any single source or multiple sources that have a cumulative value of more than \$50.00 in a calendar year must be on file in the Administrative Office
- G. Omnitrans employees are to comply with other policies referencing Conflict of Interests such as Procurement Policy 1050 "Standards of Conduct and Conflicts of Interest" and Procurement Policy 1060 "Contractor Relations", for example, when dealing with contracts.

DRAFT

ITEM # E8

DATE: October 15, 2013

TO: Committee Chair Patrick Morris and
Members of the Administrative and Finance Committee

THROUGH: P. Scott Graham, Interim CEO/General Manager

FROM: Donald Walker, Director of Finance

SUBJECT: **AUTHORIZE SOLICITATION FOR APPRAISAL OF OMNITRANS'
PROPERTY LOCATED AT 12300 ARROW ROUTE, RANCHO
CUCAMONGA, CALIFORNIA (MID-VALLEY)**

FORM MOTION

Recommend the Board of Directors authorize the Interim CEO/General Manager to solicit quotes from qualified appraisers who are experienced in the valuation and evaluation of commercial and industrial properties to appraise Omnitrans' property located at 12300 Arrow Route, Rancho Cucamonga, California (Mid-Valley).

BACKGROUND

In May 2001, Omnitrans purchase 28.73 acre parcel of land located at 12300 Arrow Route, Rancho Cucamonga, California referred to as Mid-Valley. The purchase price was \$5,868,786 consisting of 80% federal funds and 20% local match.

The Mid-Valley Facility Project was the planned construction of an operating and maintenance facility for fixed route and paratransit vehicles. Omnitrans planned to construct the facility in two (2) phases. Phase I of this project would house paratransit vehicles and the necessary facilities to maintain and dispatch the paratransit fleet. Phase II was to be the construction of a second operating and maintenance facility for fixed route vehicles and the necessary facilities to maintain and dispatch the fixed route fleet.

After the purchase of the Mid-Valley property, Omnitrans managed to save over \$25 million in federal and matching funds to complete the project. However with the introduction of the San Bernardino E Street Bus Rapid Transit Corridor Project (sbX), both the Board of Directors and the Federal Transit Administration (FTA) authorized the reallocation of \$20 million of Mid-Valley funding to the sbX project.

Due to the downturn in the economy and the slower than anticipated growth in the San Bernardino Valley, Omnitrans is now exploring its options to leverage the Mid-Valley property to better meet the demands of the existing ridership. Additionally, there is a conscientious effort by the Federal Transit Administration (FTA) to review and close outstanding grants that are not moving forward.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Administration Department Budget as follows:

Department	1300
Expenditure Code	503060

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

This procurement meets the requirements of Omnitrans' current Procurement Policies and Procedures.

CONCLUSION

Staff recommends approval of this item to establish a valid and accurate basis for discussions with the Board of Directors and the FTA on the future of the Mid-Valley Project; otherwise, there is a potential that Omnitrans would have to sell the property and return 80% of the proceeds to FTA. If recommended action is approved by the Board of Directors on November 6, 2013, quotes will be solicited and a contract awarded to the lowest appraiser. Estimated cost of the appraisal is between \$3,000 - \$4,000 and within the Interim CEO/General Manager's approval authority.

PSG:djw