



BOARD OF DIRECTORS MEETING
WEDNESDAY, FEBRUARY 3, 2016 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

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

A. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance
3. Roll Call

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, March 2, 2016 – 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Presentations: Employee of the Quarter and Employee of the Year

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 Board of Directors, comments on items not on the agenda and on items on the agenda are to be limited to a total of three (3) minutes per individual.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

1. Note agenda item 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 on the appropriate item.

4

E. CONSENT CALENDAR

The following items are expected to be routine and non-controversial. The Board will act upon them at one time without discussion, unless the Board directs that an item be held for further discussion under Agenda Item F, Discussion Items. Any person wishing to address consent items should address the Board under Agenda Item #E13, Action on Consent Calendar.

1. Approve Board Minutes – January 6, 2016
2. Receive and File Executive Committee Minutes – November 6, 2015
3. Receive and File Administrative and Finance Committee Minutes – December 10, 2015

6

11

14



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E. CONSENT CALENDAR CONTINUED

4. Receive and File Agency Management Report – Second Quarter Fiscal Year 2016	17
5. Receive and File sbX Construction Progress Report No's 42 and 43 through December 31, 2015	25
6. Receive and File sbX E Street Corridor BRT Project Quarterly Report – December 2015	40
7. Receive and File Key Performance Indicators – Fiscal Year 2016 – Second Quarter Report	43
8. Authorize Release, Invitation for Bids IFB-IPMO16-98 – sbX E Street Corridor Public Address System	44
9. Authorize Release, Invitation for Bids IFB-MNT16-100 – Brake Shoe Relining Services	46
10. Adopt Proposed Personnel Policy Manual Changes	48
11. Authorize Award, Sole Source Contract ITS16-10 – Fluid Management System License and Maintenance	68
12. Press Articles and Letters of Interest to the Board	78
13. Action on Consent Calendar	

F. DISCUSSION ITEMS

The following items do not legally require any public testimony, although the Chair may open the meeting for public input.

1. CEO/General Manager's Report	94
2. Adopt Proposed Amended and Restated Joint Powers Agreement and Authorize Submission to all Members Agencies for Adoption	95
3. Authorize CEO/General Manager to Begin Negotiations with San Bernardino Associated Governments for Maintenance of Equipment and Rail Operations Services for the Redlands Passenger Rail Project	149
4. Adopt Resolution No. 288-16 Declaring Omnitrans' Rancho Cucamonga Property Surplus and Authorize the Sale by Public Auction	151
5. Approve Agreement No. 16-1001458 with San Bernardino County Transportation Authority – Measure I Consolidated Transportation Services Agency Funds	169
6. Receive and File Fiscal Year 2016 Annual Management Plan Strategic Initiatives – Second Quarter Report	184
7. Authorize Award – Sole Source Purchase Order for Annual Software Maintenance Services SAP Enterprise Resource Planning (ERP) Software for Business Systems	210

G. PUBLIC HEARING

1. Call for Public Hearing – Federal Transit Administration Section 5307 and Section 5339 Funds – Fiscal Year 2016	212
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H. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6
2. Public Employee Performance Evaluation – Chief Executive Officer/General Manager pursuant to Government Code Section 54957

I. REMARKS AND ANNOUNCEMENTS

J. ADJOURNMENT

ITEM # D1

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: DISCLOSURE(S) REGARDING RECOMMENDATIONS FOR
ACTION BY THE OMNITRANS BOARD OF DIRECTORS**

FORM MOTION

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled February 3, 2016.

Item	Contract	Principals & Agents	Subcontractors
#E11	Authorize Award Sole Source Contract ITS16-10 Fluid Management System License and Maintenance	<i>S&A Systems, Inc. Rockwall, TX Don Srygley, President</i>	<i>None</i>
#F7	Authorize Sole Source Purchase Order Annual Software Maintenance Services, SAP Enterprise Resource Planning (ERP) Software for Business Systems	<i>SAP Public Services, Inc. Palo Alto, CA Tom Rocco Client Partner for State and Local Government</i>	<i>None</i>

PSG/JMS

CONFLICT OF INTEREST FORM

PURPOSE: This form is provided to assist members of the Omnitrans Board of Directors in meeting requirements of Government Code Section 84308 and 87100 in documenting conflict of interest as related to Omnitrans Board/Committee agenda items.

INSTRUCTIONS: Under certain circumstances, Omnitrans Board Members may be required to disclose and disqualify themselves from participating in, influencing, or voting on an agenda item due to personal income, real property interests, investments, business positions, or receipt of campaign contributions. If applicable, Board Members must personally state the following information, for entry into the public record, prior to consideration of the involved agenda item(s) and turn in the completing form to the Recording Secretary prior to leaving the meeting.

BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

CAMPAIGN CONTRIBUTIONS

- I have a disqualifying campaign contribution of over \$250 from _____
(Name of Company and/or Individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
- I have a disqualifying campaign contribution of over \$250 from _____
(Name of Company and/or Individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
- I have a disqualifying campaign contribution of over \$250 from _____
(Name of Company and/or Individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____

FINANCIAL INTEREST

- I have a financial interest of _____
State income, real property interest or business position

Identify company or property location
- I have a financial interest of _____
State income, real property interest or business position

SIGNATURE

Board Member Signature

Date

ITEM # _____ E1 _____

**BOARD OF DIRECTORS' MEETING
MINUTES OF JANUARY 6, 2016**

A. CALL TO ORDER

Chairman Sam Spagnolo called the regular meeting of the Omnitrans Board of Directors to order at 8:00 a.m., Wednesday, January 6, 2016, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

1. Invocation
2. Pledge of Allegiance
3. Roll Call

BOARD MEMBERS PRESENT

Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga – Chairman
Council Member Ron Dailey, City of Loma Linda – Vice Chairman
Mayor Pro Tem Glenn Bozar, City of Upland Alternate
Mayor Carey Davis, City of San Bernardino
Mayor Richard DeLaRosa, City of Colton
Mayor Paul Eaton, City of Montclair
Council Member Pat Gilbreath, City of Redlands
Supervisor Josie Gonzales, County of San Bernardino
Council Member Ed Graham, City of Chino Hills
Supervisor Curt Hagman, County of San Bernardino
Council Member Penny Lilburn, City of Highland
Council Member Dick Riddell, City of Yucaipa
Council Member John Roberts, City of Fontana
Mayor Deborah Robertson, City of Rialto
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Supervisor Janice Rutherford, County of San Bernardino
Council Member Alan Wapner, City of Ontario
Mayor Dennis Yates, City of Chino

BOARD MEMBERS NOT PRESENT

Supervisor Robert Lovingood, County of San Bernardino
Supervisor James Ramos, County of San Bernardino

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

P. Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources, Safety & Regulatory Compliance
Samuel Gibbs, Director of Internal Audits
Jacob Harms, Director of Information Technology
Andres Ramirez, IPMO Program Manager
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Jeremiah Bryant, Service Planning Manager
Maurice Mansion, Treasury Manager
Tim Campbell, Safety & Regulatory Compliance Manager
Ray Maldonado, Employee Relations Manager
Krystal Turner, Contracts Administrator
Christine Van Matre, Contracts Administrator
Jaimie Lewis, Senior Financial Analyst
Ross Hrinko, Safety & Regulatory Compliance Specialist
Terry Morocco, Safety & Regulatory Compliance Specialist
Vicki Dennett, Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Carol Greene

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, February 3, 2016, 8:00 a.m.
Omnitrans Metro Facility Board Room

C. COMMUNICATIONS FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues identified.

E. CONSENT CALENDAR

1. Approve Board Minutes – December 2, 2015
2. Receive and File Administrative and Finance Committee Minutes – November 12, 2015
3. Receive and File Plans and Programs Committee Minutes – August 10, 2015
4. Adopt Resolution No. 286-16 – Authorizing Destruction of Records

5. Adopt Resolution No. 287-16 Authorizing CEO/General Manager to Execute Certifications and Assurances for Fiscal Year 2015-2016 Low Carbon Transit Operations Program (LCTOP)
6. Authorize CEO/General Manager to Execute Cooperative Service Agreement with Riverside Transit Agency
7. Authorize CEO/General Manager to Execute Mutual Aid Agreements with Victor Valley Transit Agency and Mountain Transit
8. Authorize Release, Invitation for Bids IFB-MKP16-83, Permanent Fence San Bernardino Transit Center
9. Authorize Release, Invitation for Bids IFB-MNT16-14, New Flyer Miscellaneous Bus Parts
10. Press Articles and Letters of Interest to the Board

M/S (Yates/Graham) that approved the Consent Calendar. Motion was unanimous by Members present, with the exception of Member Gonzales, who abstained from Item #E1.

F. DISCUSSION ITEMS

1. CEO/General Manager's Report

CEO/General Manager Scott Graham reviewed the CEO/General Manager's Report.

Member Robertson arrived at 8:08 a.m.

2. Adopt CEO/General Manager Evaluation Process

M/S (Wapner/Graham) that approved evaluation form to be used to complete the CEO/General Manager's Evaluation, appoint the Board Chair as Chief Negotiator to negotiate any recommended amendments to the Employment Agreement (Agreement) between Omnitrans and CEO/General Manager P. Scott Graham, and set Wednesday, February 3, 2016, as the date to discuss the evaluation during Closed Session. Motion was unanimous by Members present.

3. Authorize Award (Bench) -- Contracts MKP16-49A-C – Promotional Items

M/S (Yates/Wapner) that authorized the CEO/General Manager to award Contract MKP16-49A to RED Company of Long Beach, CA, Contract MKP16-49B to Authentic Promotions.com of Carmichael, CA, and Contract MKP16-49C to Offbeat Productions of Park City, UT, for the provision of Promotional Items. Contract durations shall be for a three (3) year base period beginning January 6, 2016, and ending January 5, 2019, in the aggregate amount of \$85,602, and the authority to exercise two (2) single year options, extending the contracts to no later than January 5, 2021, in the aggregate amount of \$29,683 for Option Year One, and \$30,277 for Option Year Two, totaling \$145,562, plus a 10% contingency of \$14,556, for a total not-to-exceed amount of \$160,118, should all option years be exercised. Motion was unanimous by Members present.

4. Authorize Award (Bench) – Contracts MNT16-30A-B – John Deere Bus Parts

M/S (Yates/Hagman) that authorized the CEO/General Manager to award Contract MNT16-30A to Harbor Diesel and Equipment of Long Beach, CA, and Contract MNT16-30B to A-Z Bus Sales, Inc. of Colton, CA, for the provision of John Deere Bus Parts. Contract durations shall be for a three (3) year base period beginning January 6, 2016, and ending January 5, 2019, in the aggregate amount of \$1,682,485, and the authority to exercise two (2) single year options, extending the contracts to no later than January 5, 2021, in the aggregate amount of \$583,410 for Option Year One, and \$595,078 for Option Year Two, totaling \$2,860,973, plus a 10% contingency of \$286,097, for a not-to-exceed amount of \$3,147,070, should all option years be exercised. Motion was unanimous by Members present.

5. Adopt 2016 Investment Policy

M/S (Yates/Hagman) that adopted Omnitrans' current Investment Policy Statement to carry forward for period covering January 1, 2016 through December 31, 2016. Motion was unanimous by Members present.

6. Authorize Disposal of Surplus Capital Assets

M/S (Gilbreath/Gonzales) that authorized the CEO/General Manager to accept requests from Joint Powers Agreement (JPA) member entities first, then 501(c)(3) organizations for surplus capital assets listed on Attachment A. Also that authorized the CEO/General Manager to release to auction the remaining surplus assets listed on Attachment A through the current contracted agent, Bar None Auctions, Rancho Cordova, California. Motion was unanimous by Members present.

Access to the list of assets is granted to the JPA for 30 days, after which access to the assets will be offered to non-profit organizations and requests would then be forwarded to CEO/General Manager Graham for approval.

7. Authorize Award, Contract MTN16-96 – Zero Emissions 40-Foot Low Floor Bus – Pilot Project

M/S (Riddell/Hagman) that authorized the CEO/General Manager to award Contract MNT16-96 to BYD Coach and Bus LLC of Los Angeles, California, for the provision of five (5) Zero Emissions 40-Foot Low Floor Pilot Buses, contingent upon the award of the California Air Resources Board's (ARB) Zero-Emission Truck and Bus Pilot Commercial Deployment Projects (Grant) and pending pre-award Buy America review as required by the 49 Code of Federal Regulations Part 661 in a not-to-exceed amount of \$4,400,559.70 for buses, spare parts, test equipment, ten (10) percent contingency of \$440,055.97, and a 3.27% Cost Allocation Plan (CAP) of \$158,288.13, for a total not-to-exceed amount of \$4,998,903.80. Motion was unanimous by Members present.

G. PUBLIC HEARING

Call for Public Hearing – Federal Transit Administration Section 5307 and Section 5339 Funds – Fiscal Year 2016

M/S (Yates/Eaton) that called for a public hearing concerning the Federal Transit Administration (FTA) §5307 and §5339 Funding for Fiscal Year 2016, to be held at 8:00 a.m., Wednesday, February 3, 2016, at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411. Motion was unanimous by Members present.

H. BOARD BUSINESS

The Board adjourned to Closed Session at 8:22 a.m. regarding the property located at 12400 Arrow Route, Rancho Cucamonga, California. Conference with Legal Counsel, Real Property Negotiations – Government Code Section 54956.8. Open Session reconvened at 8:50 a.m. Legal Counsel Greene reported that the Board agreed it was not possible to enter into negotiations with developers and instructed staff to put the property back to auction.

I. REMARKS AND ANNOUNCEMENTS

Chairman Spagnolo commented on the December 2 tragedy. Mayor Davis thanked the county for the family event.

J. ADJOURNMENT

The Board adjourned at 8:52 a.m. The next regular meeting is scheduled Wednesday, February 3, 2016, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Christine Vega, Administrative Secretary



**EXECUTIVE COMMITTEE MEETING
MINUTES
NOVEMBER 6, 2015**

11

E. DISCUSSION ITEMS

1. Approve Executive Committee Minutes – August 7, 2015

M/S (Roberts/Lilburn) that approved the Executive Committee Minutes of August 7, 2015. Motion was unanimous by Members present.

2. Adopt the proposed Executive Committee Meeting Schedule for 2016, set for 9:00 a.m., the first Friday of each month, unless otherwise noted.

M/S (Roberts/Spagnolo) that adopted the proposed 2016 Executive Committee Schedule for 2016, with the exception of the October 7 meeting date, what was moved to Friday, September 30, 2016. Motion was unanimous by Members present.

3. Joint Powers Agreement – Statutory Structure – Briefing by Omnitrans Legal Counsel Carol Greene -- Discussion

At the request of Alan Wapner, Carol Greene met with SANBAG's governing counsel Eileen Teichert to discuss inclusion of indemnification language in the Joint Powers Agreement (JPA) to protect member agencies from lawsuits. Legal Counsel Greene explained that SANBAG's current JPA does not include indemnification language and because of the high risk nature of its projects (streets, road design, rail), it is important for such indemnification to be included in SANBAG's JPA. Omnitrans JPA already includes indemnification language for its member agencies; therefore, no revision related to this matter is necessary.

The other topic discussed with SANBAG's legal counsel related to SANBAG's proposal to have Omnitrans operate the Redlands Rail. She explained her concern that this gets into Federal Railroad regulations, of which she is not familiar. She further suggested that outside counsel be retained to perhaps create a subsidiary organization with regards to the railway portion. Carol has received no responses with regards to the proposed JPA amendment, and neither has Omnitrans. Scott will send a reminder out to the cities with a special note that the JPA amendments are due to go before the Administrative & Finance Committee in December.

F. BOARD BUSINESS

There is no Closed Session item scheduled.

G. REMARKS AND ANNOUNCEMENTS

There were no Remarks or Announcements. Scott added an item: his evaluation is due, and will be handled the same way as previously.

H. ADJOURNMENT

The Executive Committee adjourned at 9:15 a.m. The next Executive Committee Meeting is scheduled Friday, December 4, 2015, at 9:00 a.m., with location posted on the Omnitrans website and at the Omnitrans San Bernardino Metro Facility.

Prepared by:

Christine Vega, Administrative Secretary

ITEM # _____ E3

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, DECEMBER 10, 2015**

A. CALL TO ORDER

Committee Chair Ed Graham called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, December 10, 2015.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

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

Others Present

Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga
Council Member Ron Dailey, City of Loma Linda
Supervisor Janice Rutherford, County of San Bernardino
Deputy County Counsel Carol Greene
T. Jarb Thaipetr, City Manager, City of Loma Linda
Thomas Rice, Assistant City Attorney, City of Ontario

OmniTrans Administrative Staff Present

P. Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources/Safety & Security
Samuel Gibbs, Director of Internal Audit Services
Jacob Harms, Director of Information Technology
Andres Ramirez, IPMO Manager
Jennifer Sims, Director of Procurement
Wendy Williams, Director of Marketing/Planning
Maurice Mansion, Treasury Manager
Vicki Dennett, Executive Assistant to CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, January 14, 2016, at 8:00 a.m.

Member Wapner arrived at 8:03 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

1. Thomas Rice, Assistant City Attorney for the City of Ontario, spoke on Item E.2 – Adoption of Proposed Amended and Restated Joint Powers Agreement (JPA), referring to their letter of November 16, 2015, regarding the City's recommendations on the proposed amendment to the JPA (pp 124-126).

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflict of interest issues identified.

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – November 12, 2015

M/S (Musser/Roberts) that approved the Committee Minutes of November 12, 2015. Motion was unanimous by Members present.

Member Robles arrived at 8:10 a.m.

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

Legal Counsel Carol Greene presented this item for discussion. After providing some background, she reviewed each of the proposed red-lined changes to the Joint Powers Agreement (JPA). She also reviewed the questions/comments submitted by the City of Ontario, Highland and Chino Hills, and provided input in response to the questions/comments received.

In response to the suggestion by the City of Ontario's Legal Counsel's recommendation to change Omnitrans statutory structure to mitigate risk to member agencies, Ms. Greene explained that there is currently no contract liability for member agencies and there has never been an issue with tort liability. However, as Omnitrans may be operating rail service in a few years, she agreed that it would be wise to look into becoming a new statutory entity. She further recommended that Omnitrans continue with the current process of amending the JPA as the revision removes all outdated language and would provide for a good base document to move forward.

The Committee agreed that Omnitrans should continue with moving the proposed

Amended and Restated JPA forward to the Board of Directors for approval in February, to include the suggestions made by the City of Ontario. Once approved by the Board of Directors, each member entity will have to present the proposed amendment for approval. Upon approval of all JPA members, the Amended and Restated Joint Powers Agreement will be filed with the Secretary of State. Concurrent with this process, Legal Counsel will look into becoming a new statutory entity, either through legislation or the Local Agency Formation Commission (LAFCO), as well as the projected length of time to get through either process.

In response to the City of Highland's comment regarding the change from 20 Board Members to 19, Legal Counsel indicated that quorum of the Board would be reduced to eight. (Note: Subsequent to the meeting, Legal Counsel confirmed that the quorum would remain at nine.) All other comments provided were reviewed, with explanations provided by Legal Counsel on each point.

In response to the questions submitted from the City of Chino Hills, Legal Counsel confirmed that she had corresponded with their City Attorney and addressed the City's questions.

M/S (Musser/Hagman) that directed Legal Counsel to incorporate the changes recommended by the City of Ontario into the proposed Amended and Restated Joint Powers Agreement, and recommend adoption to the Board of Directors. Motion was unanimous by Members present.

F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:37 a.m. in memory of the persons who perished during the terrorist attack in San Bernardino on December 2, 2015.

The next Administrative and Finance Committee Meeting is scheduled Thursday, January 14, 2016, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Christine Vega, Administrative Secretary

ITEM # E4**AGENCY MANAGEMENT REPORT****SECOND QUARTER 2016**
FISCAL YEAR 2016**Agency Results****Operating Revenue**

Second Quarter Operating Revenue of \$20,430,370 is \$1,251,097 over budget. Year-to-Date (YTD) Operating Revenue of \$38,791,656 is \$455,138 over budget. The positive variances for the quarter and YTD are driven by the timing of LTF revenue.

Operating Expense

Second Quarter Operating Expense of \$19,451,769 is \$283,509 over budget. YTD Operating Expense of \$37,010,624 is \$1,325,895 under budget. The second quarter's variance is primarily driven by \$322,056 in start-up cost and reimbursement cost for purchased transportation and the timing of printing and advertisement payments. The YTD variance is driven by materials and supplies and services being under budget.

Ridership

During the Second Quarter, Omnitrans carried a total 3,283,085 passengers. This consisted of 3,172,349 on Fixed Route service and 110,736 on Demand Response routes. This reflects a total system decrease of 11.28% when compared to the same quarter last year. YTD, Omnitrans carried a total 6,610,445 passengers. This reflects a total system decrease of 12.24% when compared to the same quarter last year. The rate of decline has been stabilizing during the second quarter.

Revenue Hours/Revenue Miles

YTD, Omnitrans provided a total of 416,564 revenue hours reflecting an increase of 1.31% versus the same quarter last year. Omnitrans logged a total of 2,851,142 revenue miles during the quarter, reflecting an increase of 1.02% when compared to same quarter last year. The primary reason for the increase in revenue hours and revenue miles is the introduction of Express Route 290.

Farebox Recovery Ratio

YTD farebox revenue for Fixed Route is \$6,495,795 versus \$7,042,675 for the same quarter last year. This is a decrease of 7.77%. The farebox recovery ratio for the quarter is 20.42%.

YTD revenue for Access is \$895,221 versus \$840,819 for the same period last year. This is an increase of 6.47%. Farebox recovery ratio for the quarter is 12.90%.

Financials

Total Salaries and Benefits of \$11,684,165 are \$369,730 over budget for the Second Quarter. YTD Salaries and Benefits of \$14,136,420 are \$629,799 over budget. The current quarter's and YTD variance is driven by the sick and vacation buy-back program that is recognized during this quarter.

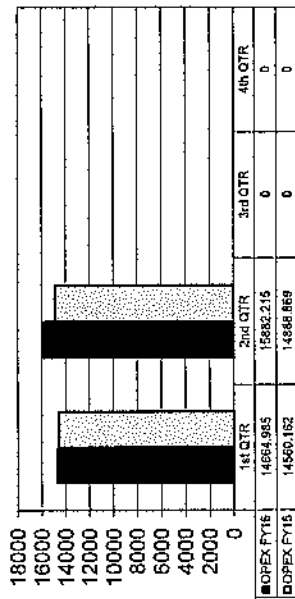
Total Services are \$662,906 or \$35,173 under budget in Second Quarter. YTD Total Services are \$1,113,134 or \$282,023 under budget. The quarter and YTD positive variance is driven by the timing of services.

Materials and Supplies are \$1,844,041 or \$618,163 under budget in Second Quarter. YTD Materials and Supplies are \$3,663,194 or \$1,266,563 under budget. The YTD and second quarter's variance is principally driven by gasoline and CNG being less than planned.

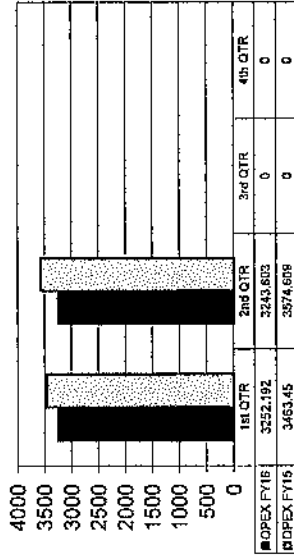
Purchased Transportation is \$2,577,450 or \$296,514 over budget in the Second Quarter. YTD Purchased Transportation is \$4,644,187 or \$82,313 over budget. The second quarter's negative variance is driven by start-up related to the change in contractors from First Transit to MV Transportation.

Other Expenses are \$7,767,603 or \$92,361 over budget in Second Quarter. YTD Other Expenses are \$4,952,359 or \$224,982 over budget. The current quarter and YTD variance is primarily driven by casualty and liability accruals being slightly higher than planned.

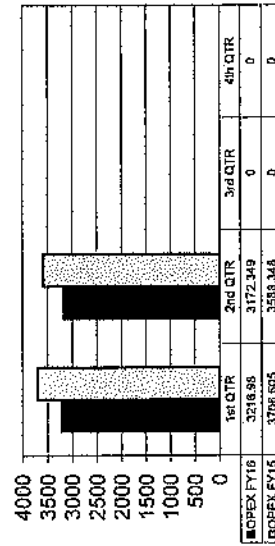
Fixed Route Operating Expense Thousands



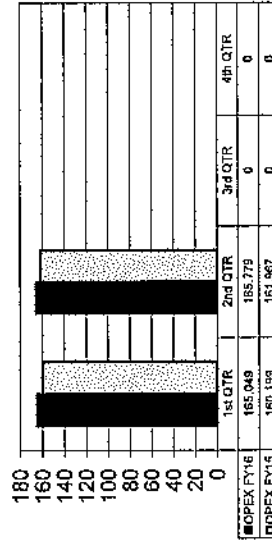
Fixed Route Passenger Revenue Thousands



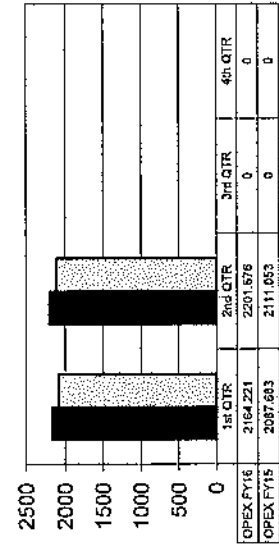
Fixed Route Ridership Thousands



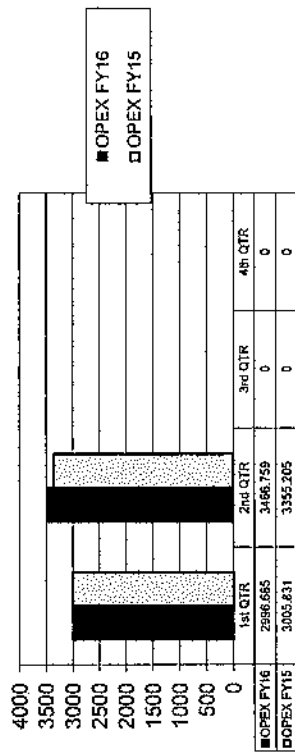
Fixed Route Revenue Hours Thousands



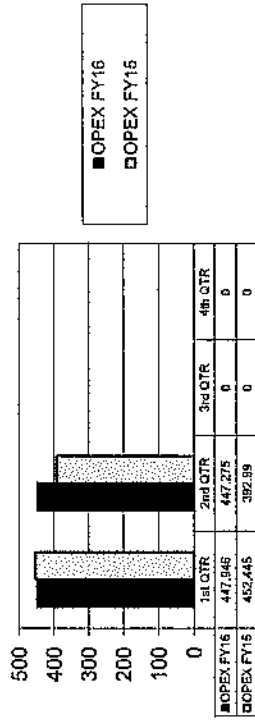
Fixed Route Revenue Miles Thousands



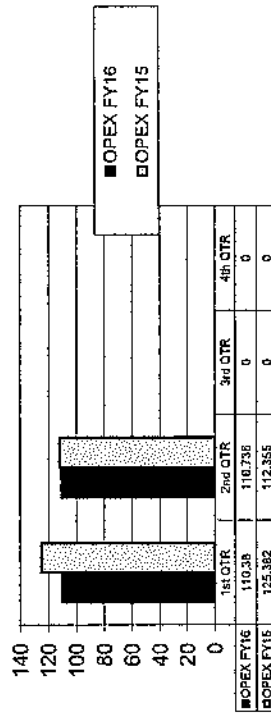
Demand Response Operating Expense Thousands



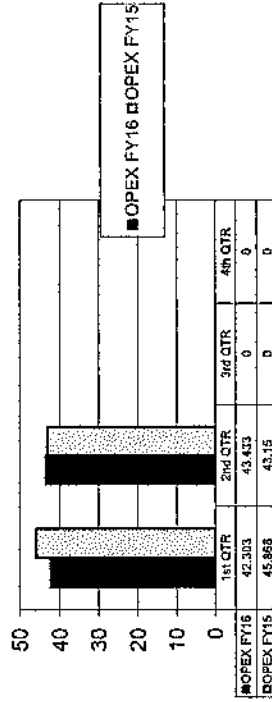
Demand Response Passenger Revenue Thousands



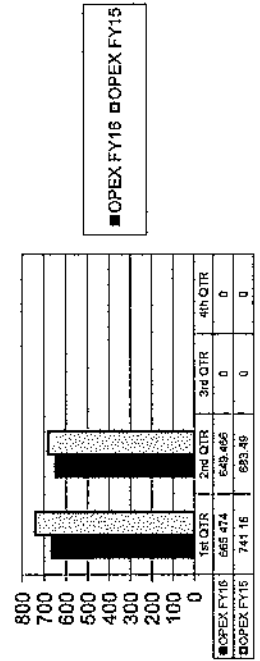
Demand Response Ridership Thousands



Demand Response Revenue Hours Thousands



Demand Response Revenue Miles Thousands



Statement of Operations Fiscal Year: 2016

CURRENT QUARTER: First Quarter (October, November, December)

YEAR-TO-DATE: December 2015

	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	<u>Operating Revenues</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>
	3,617,054	4,167,935	(550,881)	87%	Passenger Fares	7,242,125	8,335,871	(1,093,746)	87%
	73,825	82,432	(8,607)	90%	Measure I Subsidy - Fares	148,892	164,864	(15,971)	90%
	1,317,567	1,317,568	(1)	100%	Measure I Subsidy - Operating	2,635,134	2,635,137	(3)	100%
	410,230	153,750	256,480	267%	Auxiliary Transportation Revenue	500,462	307,500	192,962	163%
	(14,854)	21,250	(36,104)	0%	Non-Transportation Revenue	(118,013)	42,500	(160,513)	-278%
	11,207,467	9,724,546	1,482,922	115%	LTF Operating	20,909,989	19,427,065	1,482,924	108%
	404,427	404,428	(1)	100%	STAF Operating	808,854	808,856	(2)	100%
	0	0	0	0%	JARC - Operating Assistance	0	0	0	0%
	3,414,655	3,307,364	107,291	103%	Capital Funds for Operations	6,664,213	6,614,728	49,486	101%
	0	0							
	20,430,370	19,179,272	1,251,097	107%	Total Revenues	38,791,656	38,336,519	455,138	101%
	<u>Operating Expenses</u>								
	7,123,041	6,753,311	(369,730)	105%	Labor	14,136,420	13,506,622	(629,799)	105%
	4,561,124	4,278,689	(282,436)	107%	Fringe Benefits	8,501,330	8,557,378	56,048	99%
	662,906	698,078	35,173	95%	Services	1,113,134	1,395,157	282,023	80%
	1,844,041	2,462,203	618,163	75%	Materials and Supplies	3,663,194	4,929,757	1,266,563	74%
	809,048	987,925	178,876	82%	Occupancy	1,625,451	1,974,350	348,898	82%
	1,468,323	1,304,005	(164,319)	113%	Casualty and Liability	2,902,381	2,608,009	(294,372)	111%
	1,956	12,321	10,365	16%	Taxes and Fees	1,956	24,641	22,685	8%
	2,577,450	2,280,937	(296,514)	113%	Purchased Transportation	4,644,187	4,561,873	(82,313)	102%
	406,972	256,967	(150,005)	158%	Printing and Advertising	473,968	514,185	40,217	92%
	(3,093)	29,628	32,721	-10%	Miscellaneous Expense	(51,398)	56,157	107,554	-92%
	0	104,196	104,196	0%	Lease and Rental	0	208,391	208,391	0%
	0	0	0		Capital Purchase Expense	0	0	0	
	19,451,769	19,168,259	(283,509)	101%	Total Operating Expense	37,010,624	38,336,519	1,325,895	97%
	<u>Net Gain (Net Loss)</u>								
	978,601	11,013	967,588			1,781,032	(0)	1,781,033	
	11,684,165	11,031,999	(652,166)	106%	Sal & Ben	22,637,750	22,063,999	(573,751)	103%
	7,767,603	8,136,260	(92,361)	95%	Other	4,952,359	5,177,341	224,982	96%

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Mae Sung, Accounting Manager

SUBJECT: INVESTMENT STATUS

FORM MOTION

Receive and file this report on the status of the Agency's investments.

BACKGROUND

California Government Code requires the monthly reporting of investments of public agency funds to its governing body.

SUMMARY

All of the Agency's investments are invested with the Local Agency Investment Fund (LAIF) and Union Bank. Please refer to the attachment for the investment activity of the Agency for the period of October – December 2015. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

PSG:MS

OMNITRANS
Treasurer's Report
Quarter ending December 2015

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
Cash and Investments Under the Direction of the Treasurer						
Local Agency Investment Fund		\$ 8,570,584.40			0.34%	
	Interest for QTR		\$ 7,846.99		0.32%	
				\$ (3,900,000.00)	0.34%	
			\$ 10,000,000.00		0.36%	
				\$ (3,300,000.00)	0.37%	
			\$ 6,000,000.00	\$ (3,000,000.00)	0.40%	
			\$ 24,578,431.39	\$ (10,200,000.00)		
Net LAIF Funds				\$ 14,378,431.39		\$ 14,378,431.39
Fair Marketing Value	Fair Value Factor				0.999186963	\$ 14,366,741.19
Union Bank Money Market GMRA		\$ 816,859.16				
	Interest		\$ 23.87		0.01%	
			\$ 257,132.00	\$ (121,770.35)		
			\$ 1,074,015.03	\$ (121,770.35)		
				\$ 952,244.68		\$ 952,244.68
Union Bank Money Market Caltrans Capital Project Funds		\$ 19,384,650.54				
	Interest		\$ 30,164.81		0.03%	
			\$ 2,190,000.00	\$ (2,223,501.01)		
			\$ 21,604,815.35	\$ (2,223,501.01)		
				\$ 19,381,314.34		\$ 19,381,314.34
Union Bank CDs		\$ 8,195,544.75		\$ (2,190,000.00)		
				\$ (33,280.19)		
			\$ 8,195,544.75	\$ (2,223,280.19)		\$ 5,972,264.56
Citybank Morgan Stanley Futures Account		\$ 31,727.32				
	Gain/Loss for month			\$ (31,727.32)		
			\$ 31,727.32	\$ (31,727.32)		\$ -
		\$ 894,862.63				
	Passenger		\$ 3,719,615.36			
	Grants' Revenue		\$ 29,723,127.59			
	Miscellaneous Revenue		\$ 405,984.12			
	Transfers From (To) LAIF		\$ 10,200,000.00	\$ (16,000,000.00)		
	Transfers From (To) Money Market		\$ 2,345,271.36	\$ (257,132.00)		
	Transfers From (To)Morgan Stanley Futures Account			\$ -		
	Accounts Payable			\$ (19,649,369.39)		
	Payroll and Payroll Taxes			\$ (7,447,152.66)		
	Employee Benefits			\$ (1,303,941.00)		
	Bank Service Charge			\$ (15,025.35)		
Net Union Bank Operating Funds			\$ 47,288,861.06	\$ (44,672,620.40)		
				\$ 2,616,240.66		\$ 2,616,240.66
		\$ 3,700.00				
Petty Cash			\$2,000.00	\$ 5,700.00		\$ 5,700.00

Cash and Investments Under the Direction of Fiscal Agents

Union Bank	\$ 75,000.00				
Workmens' Comp. Adjuster					
Pacific Claims Management				\$	75,000.00
Total Cash & Investments					\$ 43,369,505.43

I hereby certify that the investment portfolio of OMNITRANS complies with its investment policy and the California Government Code Sections pertaining to the investment of local agency funds and Union Bank of California. Pending any future actions by the Omnitrans Board or any unforeseen catastrophe, OMNITRANS has an adequate cash flow to meet its expenditure requirements for the next six months.

Prepared by: _____
Mae Sung, Accounting Manager

Approved by: _____
P. Scott Graham, CEO/General Manager, Treasurer

@ Source of Market Value: California State Pooled Money Investment Board Report.
(1) Union: "Summary of Market Value" posted on monthly fiscal agent statements.
(2) LAIF: "Pooled Money Investment Account Market Valuation".
Master Control Account is the controlling account for all the zero balance accounts with Union including: Accounts Payable Account (General Account) and Payroll Account.
Interest earned by the Master Control account is used as a partial offset to the monthly bank service charges.

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: PAYROLLS AND WARRANTS FOR OCTOBER - DECEMBER 2015

Approve the Agency's gross payroll for Management/Confidential Employees as follows:

Payroll Period	Amount	Register #
10/01/15-10/31/15	\$607,185.26	21-22
11/01/15-11/30/15	\$672,858.75	23-24
12/01/15-12/31/15	\$819,299.33	25-26

Approve the Agency's gross payroll for Represented Employees as follows:

Payroll Period	Amount	Register #
10/01/15-10/31/15	\$1,889,330.71	21-22
11/01/15-11/30/15	\$1,968,571.34	23-24
12/01/15-12/31/15	\$2,140,072.30	25-26

Approve the Register of Demands, dated as follows, and authorize the issuance of warrants:

Register Date	Amount	Register #
10/01/15-10/31/15	\$ 3,557,634.55	781-786
11/01/15-11/30/15	\$ 3,016,864.37	787-791
12/01/15-12/31/15	\$13,074,870.47	792-797

I, P. Scott Graham, CEO/General Manager of Omnitrans, declare that the above Register of Demands has been audited as required by Section 37202 and 37208 of the Government Code, and said documents are accurate and correct.

PSG:MS

ITEM # E5

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Andres Ramirez, Program Manager

**SUBJECT: CONSTRUCTION PROGRESS REPORT NO. 42 AND REPORT NO. 43
THROUGH DECEMBER 31, 2015 – sbX E STREET CORRIDOR BRT
PROJECT**

FORM MOTION

Receive and file Construction Progress Report No. 42 and Report No. 43 for the sbX E Street Corridor BRT Project through December 31, 2015.

These items were reviewed by the Administrative and Finance Committee at its January 14, 2016, meeting, and recommended for receipt and file.

BACKGROUND

This is Construction Progress Report No. 42 and Report No. 43 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file Construction Progress Report No.42 and Report No. 43 for the sbX E Street Corridor BRT Project through December 31, 2015.

PSG:AR

Attachment

**sbX E Street Corridor
Bus Rapid Transit (BRT) Project
Construction Progress Report No. 42**

November 30, 2015

Prepared By:

**Omnitrans
Integrated Project Management Office**

Contractor: SBX Corridor - Griffith/Comet Joint Venture
VMF – USS Cal Builders

Contractor Contract No.: IPMO11-5

Omnitrans Program Manager: Andres Ramirez



TABLE OF CONTENTS

- I. Project Status Summary
 - A. Project Description
 - B. Summary Status Update
- II. Project Schedule
- III. Safety
- IV. Project Budget and Cost

I. PROJECT STATUS SUMMARY

A. Project Description

The sbX E Street Corridor BRT Project is an Omnitrans transit improvement project that consists of three components.

E Street Corridor: A 15.7-mile-long Bus Rapid Transit corridor that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. 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.

Bus Purchase: In order to provide service to the E Street Corridor a total of fourteen 60' articulated buses will be purchased.

Vehicle Maintenance Facility Modifications: A 4.4-acre facility maintaining and servicing the Omnitrans' bus fleet, 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, a three-lane CNG fueling station, and re-configuring the bus parking area. Modifications to the maintenance building are made in order to accommodate Omnitrans' 60-foot articulated bus fleet.

B. Summary Status Update

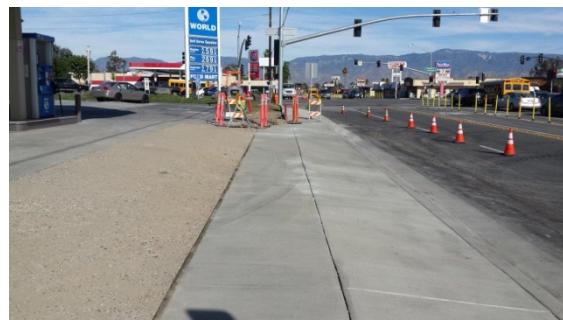
E Street Corridor:

City of San Bernardino Final Acceptance Work and World Oil Modifications:

- Work along the Corridor continues.
- Progress is at about 56% complete through November 30, 2015.
- World Oil portion of work started and project to be complete before Christmas.



Item #25: Sidewalk at Hospitality & Hunts Lane



Item #142: World Oil Repairs



Item #101: Crosswalk at E and 7th



Item #83: Driveway at Hospitality & Diners Court

10th to Highland:

- Work commenced on November 9, 2015.
- Pot holing is complete.
- Lowering of the water services continues.



Water Line Trench



Water Line Trench at Meter



Water Line Connection at Main



Water Line Trench Patch

PA System:

- Final construction documents being reviewed by Omnitrans.
- Solicitation scheduled to be presented to Board in January for release.

Traffic Signal Synchronization

- Phase 1 of synchronization is complete and operational.
- Locking issues have been addressed.
- Monitoring and adjustment has commenced and continues.

Vehicle Maintenance Facility:

Contractor Close-Out

- Close-out has been negotiated. All claims resolved.
- Final change order is being prepared for final completion.
- Working with Contractor to clear Stop Notices so that retention can be released.

Completion of Work Removed from Contract

- Vacuum system, concrete patch, and removal of temporary canopy work being prepared for contract.

II. PROJECT SCHEDULE

The three major components of the project (E Street Corridor, 60' Articulated Buses, and the Vehicle Maintenance) are complete and have been placed into operation. Additional components to the project (i.e. 10th to Highland, City Acceptance Work, the PA System, and the VMF Completion Work) are currently being worked on and are in different stages of progress. Projected completion dates are listed below:

	Scheduled Completion	Projected Completion
E Street Corridor		
City of SB Final Work / World Oil	February 2016	December 2015
10 th to Highland	June 2016	June 2016
PA System	November 2016	November 2016
Vehicle Maintenance Facility		
Completion Work	May 2016	May 2016

III. 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. Below is a breakdown of the hours achieved with zero lost time due to injuries:

	Through October 2015
E Street Corridor	
Corridor Construction including final Work	424,441
10 th to Highland	0
PA System	0
Vehicle Maintenance Facility	64,436
Total	488,877

V. PROJECT BUDGET AND COST

The project continues to be within budget. We currently have zero open claims on the project. A breakdown of the project costs and projections is detailed in the following tables:

Total Project Budget Summary Budget as of October 31, 2015

Approved Budget	\$191,706,000
Cost to Date	\$176,294,318
Estimate to Complete	
Corridor Project	\$ 7,424,710
10 th to Highland	\$ 4,682,050
Estimate at Completion	\$188,401,078

Budget By Contract Packages								(Contract Award + Approved Changes)		(Approved Current Budget- Committed)	Forecast		
31-Oct-2015											Potential Uses of Contingency		
	PCGA Budget	Approved Current Budget	Authorized for Expenditure	Expended to Date	% of Approved Current Budget	Contracts Awarded	Approved Changes	Committed	Expenditure Authorization Remaining	Remaining Contingency	Pending Commitments/ Potential Changes	Trends/Risks	Estimate At Completion
BRT Construction													
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	79,959,582	94.8%	64,937,853	16,257,774	81,195,627	6,564,636	3,441,373	159,493	-	81,355,120
Art			68,000	68,000		68,000	-	68,000	-	(68,000)	-	-	68,000
Other Direct Payments			48,401	143,892		143,892	-	143,892	(95,491)	(143,892)	-	-	143,892
Delineators				89,943		89,943	-	89,943	(89,943)	(89,943)	-	-	89,943
PA System				-		-	-	-	-	-	550,000	-	550,000
Miscellaneous Work				-		17,500	-	17,500	(17,500)	(17,500)	150,000	-	167,500
BRT Design													
Parsons	19,193,400	17,849,400	18,097,876	16,946,143	95.0%	14,464,092	3,705,727	18,169,819	(71,943)	(320,419)	(1,078,148)	-	17,091,671
PA System				19,500		83,000	-	83,000	(83,000)	(83,000)	8,300	-	91,300
Miscellaneous Work				-		-	-	-	-	-	-	-	-
VMF Construction - USS Cal Builders	5,370,000	8,131,000	14,498,152	14,386,328	176.9%	10,579,786	3,952,439	14,532,225	(34,073)	(6,401,225)	(71,500)	300,000	14,760,725
VMF Design													
STV	1,007,600	1,007,600	1,418,132	1,862,813	186.7%	951,029	1,048,727	1,999,756	(581,624)	(992,156)	25,000	-	2,024,756
Carlin Environmental			27,800	18,380		10,000	9,800	19,800	8,000	(19,800)	-	-	19,800
Vehicles Design & Manufacturing-N.F.	16,628,000	16,628,000	15,978,093	15,192,458	92.4%	15,483,572	325,110	15,808,682	169,411	819,318	38,000	-	15,846,682
Other Vehicle Equipment			318,853	173,484		318,853	-	318,853	-	(318,853)	75,000	-	393,853
ROW Acquisition Services-SANBAG	6,532,000	10,357,000	11,738,400	11,409,171	110.2%	10,971,135	767,265	11,738,400	-	(1,381,400)	-	100,000	11,838,400
3rd Party Utilities Design & Reloc.		1,003,000	1,157,223	1,222,246	121.9%	1,106,117	-	1,106,117	51,106	(103,117)	50,000	-	1,156,117
Project Admin. And Management													
Jacobs	6,638,000	6,632,000	11,852,647	12,955,293	195.3%	3,898,769	9,198,560	13,097,329	(1,244,682)	(6,465,329)	25,000	-	13,122,329
Other													
IPMO	17,624,000	15,012,450	14,722,701	13,087,244	87.2%	15,172,701	-	15,172,701	(450,000)	(160,251)	(300,000)	-	14,872,701
Insurance	1,113,000	1,112,000	500,000	-	0.0%	500,000	-	500,000	-	612,000	(500,000)	-	-
Legal-BB&K, County	2,525,450	1,000,000	1,000,000	358,600	35.9%	1,000,000	-	1,000,000	-	-	-	-	1,000,000
In Kind Contributions	8,080,550	8,080,550	8,080,550	8,401,239	104.0%	8,401,239	-	8,401,239	(320,689)	(320,689)	-	-	8,401,239
Survey	1,464,000	1,463,000	464,000	-	0.0%	25,000	-	25,000	439,000	1,438,000	-	-	25,000
Start-Up	720,000	720,000	700,000	-	0.0%	700,000	-	700,000	-	20,000	-	-	700,000
Sub-Total	177,676,000	173,633,000	188,431,091	176,294,318	101.5%	148,922,481	35,265,402	184,187,883	4,243,208	(10,554,883)	(868,855)	400,000	183,719,028
Unallocated Contingency	14,030,000	18,073,000	4,712,063					10,554,883		7,518,117			7,986,972
10th to Highland Projected Costs			4,682,050	-					4,682,050	-	4,632,050	50,000	4,682,050
Remaining Unallocated Contingency													3,304,922
Total	191,706,000	191,706,000	188,401,078	176,294,318	92.0%								191,706,000

IPMO/sbX Project Cost Report										
Period Ended 31-Oct-2015										
Description	Current Budget	Approved Current Budget	Expenditures		Remaining Budget	Committed		Estimate to Complete	Estimate at Completion	Budget Forecast Variance
			\$	%			%			
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 80,261,416	94.8%	4,375,584	\$ 81,514,962	96.3%	\$ 859,493	\$ 82,374,455	\$ 2,262,545
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 14,386,328	176.9%	(6,255,328)	\$ 14,532,225	178.7%	\$ 228,500	\$ 14,760,725	\$ (6,629,725)
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 15,365,942	92.4%	1,262,058	\$ 16,127,535	97.0%	\$ 113,000	\$ 16,240,535	\$ 387,465
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 11,409,171	110.2%	(1,052,171)	\$ 11,738,400	113.3%	\$ 100,000	\$ 11,838,400	\$ (1,481,400)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,222,246	121.9%	(219,246)	\$ 1,106,117	110.3%	\$ 50,000	\$ 1,156,117	\$ (153,117)
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 16,965,643	95.0%	883,757	\$ 18,252,819	102.3%	\$ (1,069,848)	\$ 17,182,971	\$ 666,429
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,881,193	186.7%	(873,593)	\$ 2,019,556	200.4%	\$ 25,000	\$ 2,044,556	\$ (1,036,956)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 34,802,377	102.3%	(782,377)	\$ 38,896,269	114.3%	\$ (775,000)	\$ 38,121,269	\$ (4,101,269)
Allocated Contingency (Construction Contract)	\$ -	\$ -			-	\$ -	0.0%	\$ -	\$ -	\$ -
SUB-TOTAL	\$ 173,633,000	\$ 173,633,000	\$ 176,294,318	101.5%	(2,661,318)	\$ 184,187,883	106.1%	(468,855)	183,719,028	(10,086,028)
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ -		18,073,000	\$ -	0.0%	\$ -	\$ -	\$ 18,073,000
TOTAL	\$ 191,706,000	\$ 191,706,000	\$ 176,294,318	92.0%	15,411,682	\$ 184,187,883	96.1%	\$ (468,855)	\$ 183,719,028	\$ 7,986,972

**sbX E Street Corridor
Bus Rapid Transit (BRT) Project
Construction Progress Report No. 43**

December 31, 2015

Prepared By:

**Omnitrans
Integrated Project Management Office**

Contractor: SBX Corridor - Griffith/Comet Joint Venture
VMF – USS Cal Builders

Contractor Contract No.: IPMO11-5

Omnitrans Program Manager: Andres Ramirez



TABLE OF CONTENTS

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B. Summary Status Update

E Street Corridor:

City of San Bernardino Final Acceptance Work and World Oil Modifications:

- Work associated with the World Oil Modifications and the Final Acceptance by the City of San Bernardino was completed this month.
- Final sign off will be conducted and closeout of contract is scheduled for February 2016.



Item #149: Bollards in Front of Electrical Equip.



Item #142: World Oil Repairs



Item #149: Parking Stops at Park and Rides



Item #182: ADA Crosswalk

10th to Highland:

- Work continues after starting on November 9, 2015.
- Lowering of the water services continues.
- Removal and replacement of concrete sidewalks, curb, gutter, and driveways commenced.



Concrete Removals



Concrete Removals



Concrete Replacement



Concrete Removals

PA System:

- Solicitation documents are being prepared by Omnitrans.
- Solicitation scheduled to be presented to Board in February for release.

Traffic Signal Synchronization

- Monitoring and adjustment continues.

Vehicle Maintenance Facility:

Contractor Close-Out

- Final change order is being prepared for final completion.
- Working with Contractor to clear Stop Notices so that retention can be released.

Completion of Work Removed from Contract

- Vacuum system, concrete patch, and removal of temporary canopy work being prepared for contract.

II. PROJECT SCHEDULE

The three major components of the project (E Street Corridor, 60' Articulated Buses, and the Vehicle Maintenance) are complete and have been placed into operation. Additional components to the project (i.e. 10th to Highland, City Acceptance Work, the PA System, and the VMF Completion Work) are currently being worked on and are in different stages of progress. Projected completion dates are listed below:

	Scheduled Completion	Projected Completion
E Street Corridor		
City of SB Final Work / World Oil	February 2016	December 2015
10 th to Highland	June 2016	June 2016
PA System	November 2016	November 2016
Vehicle Maintenance Facility		
Completion Work	May 2016	May 2016

III. 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. Below is a breakdown of the hours achieved with zero lost time due to injuries:

	Through November 2015
E Street Corridor	
Corridor Construction including final Work	425,441
10 th to Highland	1,216
PA System	0
Vehicle Maintenance Facility	64,436
Total	491,093

V. PROJECT BUDGET AND COST

The project continues to be within budget. We currently have zero open claims on the project. A breakdown of the project costs and projections is detailed in the following tables:

Total Project Budget Summary Budget as of November 30, 2015

Approved Budget	\$191,706,000
Cost to Date	\$176,381,037
Estimate to Complete	
Corridor Project	\$ 7,337,991
10 th to Highland	\$ 4,682,050
Estimate at Completion	\$188,401,078

Budget By Contract Packages 30-Nov-2015								(Contract Award + Approved Changes)		(Approved Current Budget- Committed)	Forecast		
											Potential Uses of Contingency		
	PCGA Budget	Approved Current Budget	Authorized for Expenditure	Expended to Date	% of Approved Current Budget	Contracts Awarded	Approved Changes	Committed	Expenditure Authorization Remaining	Remaining Contingency	Pending Commitments/ Potential Changes	Trends/Risks	Estimate At Completion
BRT Construction													
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	79,959,582	94.8%	64,937,853	16,257,774	81,195,627	6,564,636	3,441,373	159,493	-	81,355,120
Art			68,000	68,000		68,000	-	68,000	-	(68,000)	-	-	68,000
Other Direct Payments			48,401	143,892		143,892	-	143,892	(95,491)	(143,892)	-	-	143,892
Delineators				89,943		89,943	-	89,943	(89,943)	(89,943)	-	-	89,943
PA System				-		-	-	-	-	-	550,000	-	550,000
Miscellaneous Work				-		17,500	-	17,500	(17,500)	(17,500)	150,000	-	167,500
BRT Design													
Parsons	19,193,400	17,849,400	18,097,876	16,946,143	95.0%	14,464,092	3,705,727	18,169,819	(71,943)	(320,419)	(1,078,148)	-	17,091,671
PA System				19,500		83,000	-	83,000	(83,000)	(83,000)	8,300	-	91,300
Miscellaneous Work				-		-	-	-	-	-	-	-	-
VMF Construction - USS Cal Builders	5,370,000	8,131,000	14,498,152	14,386,328	176.9%	10,579,786	3,952,439	14,532,225	(34,073)	(6,401,225)	(71,500)	300,000	14,760,725
VMF Design													
STV	1,007,600	1,007,600	1,418,132	1,862,813	186.7%	951,029	1,048,727	1,999,756	(581,624)	(992,156)	25,000	-	2,024,756
Carlin Environmental			27,800	18,380		10,000	9,800	19,800	8,000	(19,800)	-	-	19,800
Vehicles Design & Manufacturing-N.F.	16,628,000	16,628,000	15,978,093	15,192,458	92.4%	15,483,572	325,110	15,808,682	169,411	819,318	38,000	-	15,846,682
Other Vehicle Equipment			318,853	173,484		318,853	-	318,853	-	(318,853)	75,000	-	393,853
ROW Acquisition Services-SANBAG	6,532,000	10,357,000	11,738,400	11,409,171	110.2%	10,971,135	767,265	11,738,400	-	(1,381,400)	-	100,000	11,838,400
3rd Party Utilities Design & Reloc.		1,003,000	1,157,223	1,222,246	121.9%	1,106,117	-	1,106,117	51,106	(103,117)	50,000	-	1,156,117
Project Admin. And Management													
Jacobs	6,638,000	6,632,000	11,852,647	12,955,293	195.3%	3,898,769	9,198,560	13,097,329	(1,244,682)	(6,465,329)	25,000	-	13,122,329
Other													
IPMO	17,624,000	15,012,450	14,722,701	13,173,964	87.8%	15,172,701	-	15,172,701	(450,000)	(160,251)	(300,000)	-	14,872,701
Insurance	1,113,000	1,112,000	500,000	-	0.0%	500,000	-	500,000	-	612,000	(500,000)	-	-
Legal-BB&K, County	2,525,450	1,000,000	1,000,000	358,600	35.9%	1,000,000	-	1,000,000	-	-	-	-	1,000,000
In Kind Contributions	8,080,550	8,080,550	8,080,550	8,401,239	104.0%	8,401,239	-	8,401,239	(320,689)	(320,689)	-	-	8,401,239
Survey	1,464,000	1,463,000	464,000	-	0.0%	25,000	-	25,000	439,000	1,438,000	-	-	25,000
Start-Up	720,000	720,000	700,000	-	0.0%	700,000	-	700,000	-	20,000	-	-	700,000
Sub-Total	177,676,000	173,633,000	188,431,091	176,381,037	101.6%	148,922,481	35,265,402	184,187,883	4,243,208	(10,554,883)	(868,855)	400,000	183,719,028
Unallocated Contingency	14,030,000	18,073,000	4,712,063					10,554,883		7,518,117			7,986,972
10th to Highland Projected Costs			4,682,050	-					4,682,050	-	4,632,050	50,000	4,682,050
Remaining Unallocated Contingency													3,304,922
Total	191,706,000	191,706,000	188,401,078	176,381,037	92.0%								191,706,000

IPMO/sbX Project Cost Report										
Period Ended 30-Nov-2015										
Description	Current Budget	Approved Current Budget	Expenditures		Remaining Budget	Committed		Estimate to Complete	Estimate at Completion	Budget Forecast Variance
			\$	%			%			
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 80,261,416	94.8%	4,375,584	\$ 81,514,962	96.3%	\$ 859,493	\$ 82,374,455	\$ 2,262,545
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 14,386,328	176.9%	(6,255,328)	\$ 14,532,225	178.7%	\$ 228,500	\$ 14,760,725	\$ (6,629,725)
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 15,365,942	92.4%	1,262,058	\$ 16,127,535	97.0%	\$ 113,000	\$ 16,240,535	\$ 387,465
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 11,409,171	110.2%	(1,052,171)	\$ 11,738,400	113.3%	\$ 100,000	\$ 11,838,400	\$ (1,481,400)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,222,246	121.9%	(219,246)	\$ 1,106,117	110.3%	\$ 50,000	\$ 1,156,117	\$ (153,117)
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 16,965,643	95.0%	883,757	\$ 18,252,819	102.3%	\$ (1,069,848)	\$ 17,182,971	\$ 666,429
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,881,193	186.7%	(873,593)	\$ 2,019,556	200.4%	\$ 25,000	\$ 2,044,556	\$ (1,036,956)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 34,889,097	102.6%	(869,097)	\$ 38,896,269	114.3%	\$ (775,000)	\$ 38,121,269	\$ (4,101,269)
Allocated Contingency (Construction Contract)	\$ -	\$ -			-	\$ -	0.0%	\$ -	\$ -	\$ -
SUB-TOTAL	\$ 173,633,000	\$ 173,633,000	\$ 176,381,037	101.6%	(2,748,037)	\$ 184,187,883	106.1%	(468,855)	183,719,028	(10,086,028)
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ -		18,073,000	\$ -	0.0%	\$ -	\$ -	\$ 18,073,000
TOTAL	\$ 191,706,000	\$ 191,706,000	\$ 176,381,037	92.0%	15,324,963	\$ 184,187,883	96.1%	\$ (468,855)	\$ 183,719,028	\$ 7,986,972

ITEM # _____ E6 _____

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Andres Ramirez, Program Manager

**SUBJECT: sbX E STREET CORRIDOR BRT PROJECT QUARTERLY REPORT –
DECEMBER 2015**

FORM MOTION

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through December 2015.

BACKGROUND

At the October 2012 Board of Directors' meeting, the Omnitrans Board of Directors requested staff submit an update of the sbX Corridor BRT Project for review on a quarterly basis.

This is the Quarterly Report through December 2015 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through December 2015.

PSG:AR

Attachment

sbX Project Quarterly Update – February 2016

For Period: October 2015 to December 2015

Safety:

As of December 31, 2015, the construction team has performed over 491,000 labor-hours of work without any Lost Time Injuries.

Budget:

The project is fully funded. Based on the current projections, the project is expected to be completed within the approved budget. All change orders are being managed through the project contingency line item included in the approved budget.

Approved Budget:	\$191,706,000
Cost-To-Date (12/31/2015):	\$176,381,037
Estimate-At-Completion:	\$188,401,078

Schedule:

60-Foot Articulated Buses: In Operation
Revenue Operations Start: April 28, 2014 – Achieved.
Vehicle Maintenance Facility: Operational as of June 16, 2015

Corridor Construction:

E Street Corridor:

City of San Bernardino Final Acceptance and World Oil:

- Work completed in December 2015.
- Final sign off will be conducted and closeout of contract is scheduled for February 2016.

10th to Highland:

- Work continues after starting on November 9, 2015.
- Lowering of the water services continues.
- Removal and replacement of concrete sidewalks, curb, gutter, and driveways commenced.

PA System:

- Solicitation documents preparation by Omnitrans.
- Solicitation scheduled for presentation to Board in February for release.

Traffic Signal Synchronization:

- Monitoring and adjustment continued.

Vehicle Maintenance Facility:

- Substantial Completion – June 15, 2015
- Final close out ongoing.
- Vacuum system, concrete patch, and removal of temporary canopy work being prepared for contract.

FTA Quarterly Review Meeting:

The FTA determined that a Quarterly Meeting was not necessary in December 2015. The next Quarterly Meeting has not been scheduled by the FTA.

Omnitrans Performance Indicators							
Fiscal Year 2016							
Key Performance Indicators	FY16 Goal	Comments	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
1. Cost Effectiveness							
Fare Recovery Ratio - Fixed Route	>20%	Target Met	22.18%	20.42%			21.26%
Fare Recovery Ratio - Access	>10 %	Target Met	14.95%	12.90%			13.85%
2. Service Performance							
Ridership - Growth	1.20%	Ridership continues to perform below goal. This is a regional trend impacted by low gasoline prices, and other economic factors	-13.20%	-11.30%			-12.20%
Complaints - Systemwide (Per 100,000 boardings)	10 complaints (Goal to be changed to Valid/Unvalid complaints)	Not meeting goal, but trending downward.	14.1 Total (3.5 valid)	13.7 (5.5 valid)			13.9 (3.9 valid)
Compliments - Systemwide (Per 100,000 boardings)	1 Compliment	Met goal	1.1	1.1			1.1
3. Reliability							
Loss of Service - Operations	<250 hours per month (measured as monthly average)	Target met	85.21	84.7			84.86
Loss of Service - Maintenance	<35 hours per month (measured as monthly average)	Heavy deadlines due to various No Parts in Stock	46.52	76.06			122.58
On-time Performance- Fixed Route	>85%	Below goal	86.50%	82.00%			84.30%
On-time Performance- Demand Response	92% - 95% - per contract (SRTP has 88%)	Target not met; Q1 new	84.77%	89.34%			87.10%
4. Budget							
Operating Revenue	>95%	Target Met	95.8%	106.70%			101.19%
Operating Expenses	≤100%	Below budget cost in Services and Materials & Supplies	92.2%	100.90%			96.54%
5. Labor							
Operations Absenteeism - Represented - Uncontrolled	<101,200 per year	Target Met	16,152	23,752			39,904

ITEM # E8

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: AUTHORIZE RELEASE – IFB-IPMO16-98
sbX E STREET CORRIDOR PUBLIC ADDRESS (PA) SYSTEM

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-IPMO16-98 for the provision of a Public Address (PA) System for the sbX E Street Corridor, for an eight month period (244 calendar days), beginning April 18, 2016, and ending no later than December 18, 2016.

BACKGROUND

On November 5, 2014, the Board of Directors approved Contract IPMO14-256 to Veneklasen Associates, Inc., of Santa Monica, CA, to design a Public Address System for 23 Bus Stations and four Park and Rides along the sbX E Street Corridor.

This solicitation is for the implementation of a Public Address System for the sbX E Street Corridor Bus Rapid Transit route to allow security personnel to interact via voice announcements (while viewing live video surveillance) to stop or prevent graffiti/illicit activity occurring at the Bus Stations and or Park and Rides. The Public Address System will integrate with Omnitrans' existing NextBus database to announce bus arrival times, pre-recorded messages, ad hoc messages.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$635,008.

FUNDING SOURCES

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
SANBAG-LTF	S-1407-28	FY2014	SBTC PA System	X14101022L	\$635,008.00

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

Short Range Transit Plan/Strategic Initiative Supported – Deliver safe, reliable clean, frequent convenient, comfortable and equitable service.

CONCLUSION

By proceeding with this solicitation, Omnitrans will be able to implement the sbX E Street Corridor Public Address (PA) System.

PSG:JMS:KAM

ITEM # _____ E9 _____

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – IFB-MNT16-100
BRAKE SHOE RELINING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT16-100 for the provision of Brake Shoe Relining Services for a three (3) year base period, and two (2) single year options, beginning May 1, 2016 and ending no later than April 30, 2021.

BACKGROUND

Omnitrans requires Brake Shoe Relining Services to ensure the safety and proper maintenance of Omnitrans' bus fleet. These services shall include inspection of brake assemblies and relining or providing new brake shoes and drums. The brake assemblies will be returned to Omnitrans for installation.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements for goods/services exceeding \$100,000. The Independent Cost Estimate for this project is \$3,417,364 for a five-year period.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Maintenance Department's Operating budget as follows:

Department Number	1200
Expenditure Code	504010

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

Short Range Transit Plan/Strategic Initiative Supported – This procurement supports Omnitrans' Short Range Transit Plan goal to expand, maintain and improve existing vehicles, facilities and passenger amenities.

CONCLUSION

By proceeding with this solicitation, Omnitrans' will have the ability to ensure the safety and proper maintenance of Omnitrans' bus fleet.

PSG:JMS:KT

ITEM # E10

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Marjorie Ewing, Director of Human Resources Safety & Regulatory Compliance

SUBJECT: PERSONNEL POLICY MANUAL CHANGES

FORM MOTION

Adopt the proposed changes to Personnel Policy No. 607, Family Medical Leave of Absence, No. 608 - Sick Leave Policy, No. 613 - Holidays, and #704 - Harassment Prevention, effective February 3, 2016.

This item was reviewed by the Administrative and Finance Committee at its January 14, 2016, meeting, and recommended to the Board of Directors for adoption.

BACKGROUND

The Board of Directors originally approved the Omnitrans Personnel Policy Manual in January 1999, with subsequent changes made to various policies annually. The last update to Personnel Policies was adopted by the Board of Directors in July 2015, at which time the Board approved changes to sixteen policies.

Since that time, staff has been reviewing new California Labor Law and regulations and need to amend three of the four policies referenced above. The revisions to Policy No. 613 – Holidays are being proposed for employee morale.

The proposed changes have been sent electronically to County Counsel for review. The unions have also been notified of the proposed changes to the policies where meet and discuss are necessary.

FUNDING SOURCE

There are no increased costs associated with the recommended action.

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

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 6 – Consistent Staff Levels.

CONCLUSION

Adoption of the proposed revisions will bring three of the policies (Policy #607, #608 and #704) in line with California Labor Law; adoption of the fourth policy (#613) will change two holidays to floating holidays that can be used throughout the calendar year.

PSG:ME



PERSONNEL POLICY MANUAL

POLICY 607 PAGE 1 OF 6

SUBJECT

Family Medical Leave of Absence

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

I. Purpose

To state Omnitrans' policy concerning family leave under the Federal Family and Medical Leave Act of 1993 ("FMLA"), the California Family Rights Act of 1991 as amended ("CFRA"), and the Paid Family Leave of 2002 (PFL).

II. Scope

All Departments

III. Procedure

A. Eligibility -Employees are eligible for family and medical leave if:

1. The employee has been employed by Omnitrans for at least twelve (12) months before the leave is to begin; and
2. The employee has worked at least 1250 hours during the twelve (12)-month period before the leave is to begin.

B. Leave of Absence – Eligible employees may take a total of twelve (12) weeks (Twenty-six (26) combined weeks for Family Military Leave) of unpaid leave during a twelve (12)-month period (floating 365 day period measured backward from the date an employee uses any family leave) for one or more of these reasons:

1. Birth of a child of the employee and to care for such child, within twelve (12) months of birth.
2. Placement of a child with the employee for adoption or foster care, within twelve (12) months of the placement or adoption.
3. Serious health condition of a child or grandchild of the employee under the age of eighteen (18) or incapable of self-care.
4. Serious health condition of a spouse or parent, grandparents, siblings, or parent-in-law of the employee if such person spouse or parent has a serious health condition that requires the employee to provide full-time care. Parent is the biological parent or in loco parentis of the employee while a minor, and does not include in-laws.
5. Serious health condition of the employee that makes the employee unable to perform the essential functions of the job.



PERSONNEL POLICY MANUAL

POLICY 607 PAGE 2 OF 6

SUBJECT

Family Medical Leave of Absence

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

6. Family Medical Leave to care for a service member by a spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty – Military Family Leave.
 7. Military Active Duty Leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the eligible employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation
- C. Serious Health Condition - A serious health condition is an illness, injury, impairment, or physical or mental condition which involves:
1. Any period of incapacity or treatment in connection with or due to inpatient care in a hospital, hospice, or residential medical care facility requiring an over night stay.
 2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three calendar days, that also involves continuing treatment by a health care provider. Continuing treatment requiring two (2) or more treatments by a healthcare provider within a thirty (30) day period, or one (1) treatment with a continuing requirement to control the health condition. This does not include common colds, flu, earaches, stomachaches, mild ulcers or similar illnesses.
 3. Continuing treatment by, or under the supervision of, a health care provider for a chronic long-term health condition that is incurable or so serious that, if not treated, would result in a period of incapacity for more than three (3) calendar days, or for prenatal care.
- D. For leaves due to pregnancy-related disability which constitute a "serious health condition," the amount of leave taken will be counted towards the FMLA leave entitlement, but not towards the CFRA leave entitlement. CFRA may begin the day after disability ends for purposes of bonding with the newborn.
- E. Pregnancy Related Disability - Except for leaves taken due to pregnancy-related disability, the twelve (12)-week leave entitlements under the FMLA and the CFRA will run concurrently. The twelve (12) weeks of leave under the FMLA and the CFRA begins when the employee begins leave under the FMLA. The exception is pregnancy disability leave (PDL), which will begin the same day as FMLA, but not run concurrently with CFRA.



PERSONNEL POLICY MANUAL

POLICY 607 PAGE 3 OF 6

SUBJECT

Family Medical Leave of Absence

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

- F. The leave time available to two (2) married employees who request leave due to the birth or placement of the same child is **not** combined; they may **each** take a total of twelve (12) weeks leave due to the birth or placement of a child during a twelve (12)-month period.
- G. Leave taken for birth or placement of a child can be taken in one continuous segment of up to twelve (12) weeks and must be taken within twelve (12) months of the birth or placement of the child. If leave is broken into segments, it must be taken in two-week increments after the initial leave period. Leave must be completed within twelve (12) months of the birth or placement of the child.
- H. Industrial Injury/Worker's Compensation Leave – All periods of absence, related to industrial injury or designated as Worker's Compensation leave, of either a continuous or intermittent nature, wherein the reason for the absences comply with the FMLA definition of a "serious health condition" will be designated as a Family Medical Leave.
- I. Leave Notice Requirement - An employee must give their supervisor at least thirty (30) days' written notice of intent to take leave, unless the need for the leave is unforeseeable. In that case, the employee must give written notice as soon as practicable, but in no case later than two (2) working days after return to work. An employee requesting leave for planned medical treatment is expected to schedule the treatment at times which would minimize disruption to Agency operations.
- J. Leave taken to attend to the serious health condition of the employee or the employee's child, spouse or parent may be taken in one continuous segment of up to twelve (12) weeks, or may be taken on an intermittent or reduced leave schedule if medically necessary.
- K. The employee must reasonably try to schedule the leave so as not to unduly interrupt operations.
- L. Omnitrans may require an employee choosing to take intermittent or reduced leave to transfer temporarily to another position in the organization for which the employee is qualified and which provides the same pay and benefits and better accommodates the employee's recurring periods of leave.
- M. Omnitrans reserves the right to fill the employee's vacant position after twelve (12) weeks (except workers compensation, PDL leaves, and Military Family Leave).



PERSONNEL POLICY MANUAL

POLICY 607 PAGE 4 OF 6

SUBJECT

Family Medical Leave of Absence

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

- N. Insurance Coverage While On Leave - The employee, while on unpaid leave, remains covered by the group health plan up to twelve (12) weeks (Except for Military Family Leave for which this is Twenty-Six (26) Weeks) to the same extent as an active employee, provided they pay to Omnitrans any amount of premium that an active employee must pay for this coverage. For employees requiring leaves exceeding twelve (12) weeks, they and certain family members have the right to continue healthcare coverage through COBRA, at their expense, under the Agency's group health plans.
- O. An employee on leave does not lose any benefit which accrued before the first day of leave. The leave period is treated as continued service for purposes of longevity, or any employee benefit plan to the same extent as any other unpaid leave. However, an employee does not accrue any other benefit during the leave period, nor does the leave entitle the employee to any greater right than the employee would have had if the employee had not taken a FMLA leave.
- P. An employee on leave may continue to participate in any employee benefit plan, including any life insurance, short-term or long-term disability insurance, pension or retirement plan, to the same extent and under the same conditions as apply to other unpaid leaves.
- Q. Accrued Benefits During Leave - An employee's accrued paid sick leave or disability leave is applied only to leave due to an employee's own serious health condition. An employee may also elect to substitute accrued sick leave for leave taken to care for a family member with a serious health condition up to forty-eight (48) hours or as specified in the MOU (Memorandum of Understanding) of the bargaining unit which represents the employee. Once accrued paid leave is exhausted for the employee's own condition, or the maximum allowed for sick family is used, the remainder of the leave is unpaid. Accrued paid vacation may be applied upon specific request after accrued paid sick leave has been exhausted or in cases where the use of those accruals does not apply. Use of accrued paid vacation for FMLA leave may affect an employee's ability to be paid for later vacation periods already scheduled for the year as well as the amount of vacation they may be allowed to bid in the following year based upon past practice of each affected department within the Agency.
- R. Return From Leave - An employee returning from leave is reinstated to the same position or an equivalent position, with equivalent pay, benefits, and other terms of employment, unless the employee would not otherwise have been employed when reinstatement is requested. An employee on leave must notify the Human Resources Leave Administrator of the date ~~their supervisor in writing of intent to return at least two (2) working days before the reinstatement~~



PERSONNEL POLICY MANUAL

POLICY 607 PAGE 5 OF 6

SUBJECT

Family Medical Leave of Absence

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

date.

- S. Leave Request - An employee who requests leave to care for the employee's own serious health condition, or for a family member's serious health condition, must complete a "Request for Leave of Absence Form" and submit it to the Human Resources, Safety & Regulatory Compliance Department.

- T. Medical Leave Certification - An employee who requests leave to care for the employee's own serious health condition, for a family member's serious health condition, or Family Military Leave must have certification completed by the treating health care provider which justifies the leave. The Medical Certification form will be utilized to obtain certification by healthcare providers. The employee must provide this certification at time of request if possible, or within fifteen (15) days after Omnitrans requests it, unless it is not practicable to do so and once per year thereafter for continuing/intermittent leave. Failure to timely provide the required certification may affect the employee's ability to take leave as requested.

If FMLA/CFRA leave is taken to care for a qualified family member, the Omnitrans form must also state the family member has a chronic medical condition which requires the employee's presence to provide care. The Agency reserves the right to require proof of the familial relationship.

Where the leave is required for a personal health condition, the Agency reserves the right to require a second or third medical opinion, at the company's expense when there is a good faith, objective reason to doubt the validity of the certification, regarding the need for such a leave as permitted by Federal/State law.

Military Active Duty Leave Certification - Certification of Active Duty or call to active duty paperwork will be required at the time of request where practicable or within fifteen (15) days after Omnitrans requests it.

- U. For Family Military leave during the ~~twelve-month~~ 12-month FMLA period, an employee is entitled to a combined total of 26 work weeks. An eligible employee may take 12 weeks of non-military related FMLA leave and an additional 14 weeks of FMLA leave to care for a covered service member, but an eligible employee may not take more than 26 weeks, total, during the 12-month period.
- V. Follow Up Procedure - Omnitrans also requires employees on leave to inform their Department Director or Manager of their status and intent to return to work by means of an Omnitrans "Request for Leave of Absence Form" at least every thirty (30) days. When the leave is for their personal serious health condition, a

**Omnitrans****PERSONNEL POLICY MANUAL**

POLICY 607 PAGE 6 OF 6

SUBJECT**Family Medical Leave of Absence****APPROVED BY OMNITRANS
BOARD OF DIRECTORS****Proposed: February 3, 2016****DATE: May 7, 2008**

medical off-work order from their healthcare provider for the additional period of requested leave must be submitted to substantiate the request.

- W. Medical Opinions - Omnitrans at its own expense may require a second opinion from a healthcare provider designated by Omnitrans regarding an employee's health condition.
- X. In the event of a conflict between the two (2) opinions, Omnitrans may, at its own expense, require a third (3rd) and final opinion from a medical professional jointly designated by Omnitrans and the employee. That opinion shall bind Omnitrans and the employee.
- Y. Key Employees - Omnitrans will inform FMLA defined "key employees" as to what affect leave will have on their employment as soon as that determination is made. The FMLA defines key employees as salaried employees who are in the highest paid ten (10) percent of the employer's workforce within seventy-five (75) miles of the employee's worksite. (See Policy 110)

The FMLA regulations state that an employer may deny reinstatement at the end of an FMLA leave to a highly compensated key employee if reinstatement would cause "substantial and grievous economic injury" to the employer's operations. To determine whether reinstatement of a key employee will cause substantial and grievous economic injury, the regulations suggest that the Agency may take into consideration whether reinstatement immediately threatens the economic viability of the Agency or whether it will cause long-term economic injury.

- Z. Return To Work - Finally, an employee returning from leave taken for the employee's serious health condition must provide certification from the employee's health care provider that the employee is able to resume work ~~without restriction of essential job functions.~~ Employees who are required to maintain a commercial driver's license may be required to undergo and pass a fitness for duty exam by Omnitrans Industrial Medical Clinic at company expense before returning to work to ensure the Department of Transportation certification remains valid.



SUBJECT

Sick Leave PayAPPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed February 3, 2016

DATE: July 7, 2010

I. Purpose

To state Omnitrans' policy concerning sick leave pay.

II. Scope

All Departments

III. Procedure**FULL TIME EMPLOYEES**

- A. Sick leave pay will be granted to all regular full-time employees within the Omnitrans employment system. Employees accrue sick leave credits at the rate of 3.7 hours per bi-weekly pay period. Sick leave accrual will start on date of hire or appointment to full time status, whichever is later, and credited ~~ninety six (690) months~~ ~~days~~ thereafter or credited under the terms of the Memorandum of Understanding. No use of sick leave is available in the first ~~ninety six (690) days~~ ~~months~~ of employment. The coordination of sick leave and state disability insurance may be authorized when employees are absent due to illness/injury absences. Sick leave is not accrued if in an unpaid leave of absence status. No accruals will be earned based on time worked in an overtime status. Sick hours paid do not constitute hours worked and will not be credited for overtime purposes.
- B. Any such leave accrued but unused in any year shall be cumulative for succeeding years. Sick leave shall not be considered as a right, which an employee may use at their discretion, but shall be allowed and approved only in accordance with this policy, the respective MOU, or legal requirement.
- C. Any abuse of sick leave is cause for disciplinary action up to and including dismissal by the appointing authority. (Refer to Attendance Policy 213 & 705).
- D. Employees eligible for sick leave may be granted such leave when they are incapacitated from the performance of their duties by sickness, injury or through exposure to contagious disease, or, when the presence of the employee at their post of duty would jeopardize the health of others.
- E. Definition. Sick leave pay is an insurance or protection provided by Omnitrans to be granted in circumstances of adversity to promote the health of the individual regular full-time employee. It is not an earned right to time off from work. Sick leave is defined to mean the legitimate absence from duty of a full-time employee because of illness, injury or exposure to contagious disease that could jeopardize the health of others, pregnancy, or attendance to a member of the immediate family. Immediate family is defined as spouse, domestic partner, dependent child, domestic partner's child or stepchild living in home or minor of permanent legal custody, mother, father, brother or sister. In no event will the



PERSONNEL POLICY MANUAL

POLICY 608 PAGE 2 OF 6

SUBJECT

Sick Leave Pay

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed February 3, 2016

DATE: July 7, 2010

use of sick leave for the care of the immediate family exceed a total of forty-eight (48) hours per calendar year. A "domestic partner" requires a Declaration of Domestic Partnership filed with the Secretary of State.

- F. The term "contagious disease" means disease or illness subject to quarantine or requiring isolation or restriction of movement of the patient for a particular period in accordance with regulations prescribed by the local health authorities having jurisdiction. If no definite time period is specified by the regulations, the period shall be determined by the attending physician. When sick leave is granted under these circumstances, an explanatory medical certificate from the physician is required.
- G. An employee who is absent on account of sickness must notify their supervisor as early as practical, but no later than the start of their shift, except in extenuating circumstances, or as is required by departmental rules.
- H. Proof. The supervisor may request a doctor's certificate or other adequate proof of illness. All absences of three (3) consecutive days or more will require a written doctor's release to return to work.
- I. Written application for sick leave pay must be filed with the employee's supervisor within the pay period in which the employee returns to duty.
- J. Requests for sick leave pay may only be approved by an employee's supervisor, consistent with this section and any applicable Memorandum of Understanding provision. For the purpose of computing sick leave, employment shall be considered to have commenced as of the date of hire. Sick leave shall not be taken as vacation time, nor compensated for in cash, except as provided in paragraph M of this policy.
- K. Employees with advance knowledge of a physician-directed absence due to a medical condition must present written certification prior to the absence indicating the reason and length of absence in order to utilize sick leave.
- L. The CEO/General Manager or designee shall have the power to require that any employee claiming sick leave pay benefits be examined by a designated physician, and in the event of an adverse report, to reject such claim for sick leave, in whole or in part and to terminate sick leave compensation. In the event of the refusal of any employee to submit to such examination after request, the CEO/General Manager or designee may disallow sick leave compensation and reject any subsequent claims. The CEO/General Manager or designee shall have the right to require the presentation of a certificate from a practicing physician, or a physician designated by the Agency, stating that an employee is physically or psychologically able to perform the employee's work and duties satisfactorily before permitting an employee who has been on sick

**SUBJECT****Sick Leave Pay****APPROVED BY OMNITRANS
BOARD OF DIRECTORS****Proposed February 3, 2016****DATE: July 7, 2010**

leave to return to work.

- M. A non-represented active employee who has accumulated sick leave pay of more than one hundred twenty (120) hours as of the close of the first pay period ending in November may choose to retain all unused accumulated sick leave and continue to accrue sick leave or to receive a single payment at his/her current rate of pay for the amount up to the annual accrual amount of ninety-six (96) hours minus sick hours used in the calendar year. If the employee elects to receive payment, it shall be paid in the first pay period of December of that year.

Example:

An employee must maintain one hundred twenty (120) hours on the books after the sick-time buy-out (up to a maximum of ninety-six (96) hours) per the sick-time buy-out year.

Represented employees will follow their applicable MOU provision.

- N. Upon voluntary termination of employment, retirement, or death, after ten (10) years of service, an employee or the estate of the employee (except for Management/Confidential employees), will be paid for unused sick leave accrued to the date of termination of employment, according to the following formula or the applicable Memorandum of Understanding provision:

<u>1. Sick Leave Pay Accrued as of Date of Termination of employment</u>	<u>Cash Payment % of Hours of Accrued Sick Leave Pay</u>
480 hours or less	30%
481 hours to 600 hours	35%
601 hours to 720 hours	40%
721 hours to 840 hours	45%
841 hours to 1,200 hours (max.)	50%

Upon voluntary resignation, retirement or death after ten (10) years of service or applicable MOU, an employee may, at their option, elect to place 50% of their accumulated sick leave balance into the Vantage Care Fund, with a minimum contribution of \$5,000, that could only be used to purchase health insurance premiums or other out of pocket medical expenses upon separation until those funds are consumed.

2. All Management and Confidential employees having served less than ten (10) years of service, shall upon voluntary termination of employment, retirement or death, receive compensation for unused sick leave pay in accordance with the above schedule.
3. All Management and Confidential unit employees, having more than ten (10) years of service, shall upon voluntary termination of employment, retirement,



PERSONNEL POLICY MANUAL

POLICY 608 PAGE 4 OF 6

SUBJECT

Sick Leave Pay

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed February 3, 2016

DATE: July 7, 2010

or death, receive 50% of all accrued sick leave pay, up to a maximum of 1200 hours. Example of cash out - 50% of 1200 hours accrued equates to a maximum of six hundred (600) hours paid.

Sick Leave pay may be accrued in excess of 1200 hours and used in accordance with Sick Leave Pay Policy, but will not be available for cash out.

4. For the purpose of this policy, the word "retirement" shall have the meaning ascribed to it and the definition therefore as set forth in Section 20035 of the Government Code.
 5. The CEO/General Manager may, at his/her discretion, offer an incentive which may be specific to certain classifications. Any incentive offered shall be within approved budget constraints and not conflict with terms of the MOU(s). Omnitrans will attempt to avoid reductions in force and, whenever possible, will consider alternatives to reductions in force before any final decisions are made. Any incentive offered shall be within approved FY budget constraints.
- O. Sick leave pay for work related (workers' compensation) injuries sustained in the line of duty shall be granted under the applicable Memorandum of Understanding provision or as follows:
1. Sick leave pay may be utilized to supplement Workers' Compensation payments. Exempt employees will be compensated with regular pay during the waiting period. Work time lost due to such injuries will be compensated until such time as the claim is approved. This pay will not be granted for the employees regularly scheduled time off. Employees requiring further absence from work will be paid according to the provisions of the State of California's Workers Compensation Act.

Employees receiving temporary disability compensation may, upon approval of the Director of Human Resources, Safety & Regulatory Compliance coordinate these payments with any accrued available leave time (sick leave, vacation, etc.) to allow for full net compensation similar to that earned when working.

**SUBJECT****Sick Leave Pay****APPROVED BY OMNITRANS
BOARD OF DIRECTORS****Proposed February 3, 2016****DATE: July 7, 2010****PART TIME AND TEMPORARY EMPLOYEES**

California Legislature passed the California Healthy Workplaces, Healthy Families Act, as amended (the "Act"), which requires California employers to provide paid sick leave to all employees.

An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave. Employees, including part-time and temporary employees, will earn at least one hour of paid leave for every 30 hours worked. Accrual begins on the first day of employment or July 1, 2015 whichever is later.

Any negotiated terms of a collective bargaining agreement which provide more generous sick pay terms and conditions to covered employees will continue to apply. Part-time and temporary employees not covered with a CBA (Collective Bargaining Agreement) will be entitled to paid sick leave as stated below.

The agency limits the amount of paid sick leave an employee can use in one year to 24 hours or three days. Accrued paid sick leave may be carried over to the next year, but is capped at 48 hours or six days. Accrued but unused sick leave, is not paid out at separation. If an employee covered by this Policy is rehired by Omnitrans, within one year of being separated from employment, the employee's previously accrued and unused paid leave will be reinstated.

Employees may begin using their accrued paid leave on the 90th day after their start date, assuming they have already worked 30 days in California.

Employees are entitled to use paid leave for absences from work:

- resulting from their own physical or mental illness, injury or medical condition, or from obtaining professional medical diagnosis or care, or preventative medical care;
- for the purpose of caring for a family member with a physical or mental illness, injury or medical condition, or who needs professional medical diagnosis or care, or preventative medical care;
- for the purpose of seeking or obtaining medical, social or legal services pertaining to the stalking, domestic violence or sexual abuse of the employee or employee's family member; and
- for the purpose of responding to a public health or school emergency.
- An employee shall make a reasonable effort to schedule paid leave in a manner that does not unduly disrupt Omnitrans' operations. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the sick leave as soon as practicable.
- Omnitrans may seek documentation or information regarding the nature of an employee's family member's injury, illness or condition as permitted by law.



PERSONNEL POLICY MANUAL

POLICY 608 PAGE 6 OF 6

SUBJECT

Sick Leave Pay

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed February 3, 2016

DATE: July 7, 2010

Employees have the right to request and use accrued sick leave. Employees may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave in accordance with the Act.

- Employees who believe that Omnitrans has violated their rights under the Act should report their complaints to the Human Resources Safety Regulatory Compliance Department.

**Omnitrans****PERSONNEL POLICY MANUAL**

POLICY 613 PAGE 1 OF 2

SUBJECT**Holidays****APPROVED BY OMNITRANS
BOARD OF DIRECTORS****PROPOSED:** February 3, 2016**DATE:** January 1, 1999**I. Purpose**

To state Omnitrans' policy on holiday pay.

II. Scope

All Departments

III. Procedure

- A. There are a total of eleven (11)-scheduled holidays during the calendar year. These holidays are divided into Non-Operational Holidays, and Operational Holidays and Floating Holidays. A holiday is considered an 8-hour day for payroll purposes.
 1. Non-Operational Holidays are days on which no transit service is provided and include New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
 2. Operational Holidays are days on which transit service is provided and include ~~President's Day (the third Monday in February)~~, Veterans Day, ~~Columbus Day (second Monday in October)~~, the Day after Thanksgiving, and the Day before Christmas.
 3. Floating Holidays: **Effective 2016** The President's Day and Columbus Day Holidays will be replaced with two (2) floating holidays. Exempt employees and Management Confidential employees ~~may~~ **must** request to use the Floating Holidays during the calendar year based upon approval from their ~~Department Director~~ **immediate supervisor**. Floating Holidays for hourly employees are governed by their respective MOU's.
- B. All non-exempt full time employees (except Coach Operators, Maintenance, Operations and Marketing personnel needed to support the delivery of transit service), are allowed both non-operational and operational holidays at full pay when such holidays occur within their regularly scheduled work period, provided they are in a regular work status, vacation, jury duty or military leave status during any portion of the work day immediately preceding and following the holiday.
- C. Coach Operators and specifically designated (by the appropriate Department Director) Maintenance, Operations and Marketing personnel needed to support the delivery of transit service shall enjoy all except operational holidays. Those

**OmniTrans****PERSONNEL POLICY MANUAL**

POLICY 613 PAGE 2 OF 2

SUBJECT**Holidays****APPROVED BY OMNITRANS
BOARD OF DIRECTORS****PROPOSED:** February 3, 2016**DATE:** January 1, 1999

employees required to work operational holidays will receive their regular pay in addition to holiday pay, at a straight rate of pay. Such holiday pay will not be considered for the purpose of calculating overtime pay. Those employees not required to work operational holidays (because they occur on a regularly scheduled day off), will be compensated for such a holiday with full pay. Operational holidays will be compensated only if the employee is in a regular pay status during any portion of the work day immediately preceding and following the holiday.

- D. In cases where exempt employees are unable to report for work on the day preceding and the day following a holiday due to illness, a doctor's certificate must be submitted to the immediate supervisor indicating the employee's disability for work upon return to work in order for payment to be made.
- E. For all employees (except Coach Operators, Maintenance & Operations personnel needed to support the delivery of transit service) non-operational and operational holidays will be allowed on a Monday, if any such holiday falls on a Sunday and will be allowed on the preceding Friday if such holiday falls on Saturday. For employees designated as needed to support the delivery of transit service, non-operational holidays only will be allowed on the preceding Friday, if such holiday falls on a Saturday.
- F. Holidays earned in a calendar year cannot be accrued beyond the total number of holidays allowed each year in this policy. If it becomes necessary for an exempt employee to work on any of the stipulated holidays, then they will be allowed another day off of equal time and pay, following approval by the appropriate Department Director.
- G. Employees (Coach Operators, Maintenance, Operations and Marketing personnel needed to support the delivery of transit service) will not be allowed the choice of receiving pay for the operational holiday listed as the day before Christmas or the day before New Years, but will automatically be compensated for the day before Christmas.



PERSONNEL POLICY MANUAL

POLICY 704 PAGE 1 OF 4

SUBJECT

Harassment Prevention

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

PROPOSED: February 3, 2016

DATE: April 6, 2005

I. Purpose

To state Omnitrans' policy on providing a workplace free of discrimination and harassment; to provide a method of investigating complaints in compliance with Civil Right Act of 1991 which affects all major federal laws about discrimination in the workplace, including all aspect of the Civil Rights Act of 1964, the ADEA, the ADA, the Rehabilitation Act of 1973, FEHA/EEOC or California Unfair Competition Law (UCL) and/or any other applicable code.

II. Scope

All Departments

III. Procedure

- A. All employees, supervisory, and non-supervisory alike, must comply with this policy and take appropriate measures to insure that such conduct does not occur. This policy covers, but is not limited to, discrimination and harassment for the following reasons: race, color, national origin, religion, age, sex, sexual harassment, gender harassment, harassment due to pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, marital status, mental or physical disability, veteran status, and any other protected basis protected under federal, state or local law.
- B. This policy applies to all employees and applicants for employment in all hiring aspects of the employment relationship, including recruitment, hiring, promotion, transfer, training, compensation, benefits, employee activities and termination of employment. It also applies to how employees treat and are treated by customers, vendors, and other people related to our business. Per AB1825, any employee who is required to supervise or gives direction to other employees will be mandated required to attend a two (2) hour sexual harassment training session every two (2) years.
- C. Harassment may take many forms. It includes, by way of example:
 1. Verbal conduct such as epithets, derogatory jokes or comments, slurs, or unwanted sexual advances, invitations or comments.
 2. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoon, drawings, or gestures.
 3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race, or other protected



PERSONNEL POLICY MANUAL

POLICY 704 PAGE 2 OF 4

SUBJECT

Harassment Prevention

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

PROPOSED: February 3, 2016

DATE: April 6, 2005

basis.

4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.
- D. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other offensive verbal or physical conduct that is either sexual in nature or directed at someone because of his or her gender. Sexual harassment undermines the employment relationship by creating an intimidating, hostile, or offensive work environment and will not be tolerated.
- E. Sexual harassment may take different forms. There is no requirement of sexual desire for behavior to be considered sexual harassment, though other elements are necessary for the wrongful behavior to rise to the level of unlawful sexual harassment. One specific form of sexual harassment is the demand for sexual favors in exchange for some job benefit. Other forms of harassment include, but are not limited to:
1. Verbal-sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
 2. Non-verbal-sexually suggestive objects or pictures (e.g., scantily clad models, cartoons, etc.) suggestive or insulting sounds, leering, whistling, obscene gestures.
 3. Physical-unwanted physical contact, including touching, pinching, brushing the body, pushing.
- F. Whatever form it takes, harassment is insulting and demeaning to the recipient and will not be tolerated in the work place. Violations of this policy may result in disciplinary action up to and including termination of employment
- G. All employees must comply with this policy and take appropriate measures to prevent harassment from occurring. Managers and supervisors are responsible for informing their employees that such conduct will not be tolerated and is subject to immediate corrective action. Managers and supervisors are also responsible for reporting any complaints of harassment to their supervisor or to Human Resources Safety & Regulatory Compliance so that a prompt, fair and thorough investigation can be conducted.



PERSONNEL POLICY MANUAL

POLICY 704 PAGE 3 OF 4

SUBJECT

Harassment Prevention

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

PROPOSED: February 3, 2016

DATE: April 6, 2005

H. Omnitrans encourages any employee who believes that he or she is being discriminated or harassed to come forward and report such incidents to management. Any employee who believes that he or she has been subjected to discrimination or harassment from either co-worker, supervisor, or non-employee is encouraged to make it clear to the offender that such behavior is offensive and should immediately bring the matter to the attention of management in the manner described below:

1. If appropriate, an employee can report concerns directly to his/her supervisor. In cases where it is inappropriate to discuss issues with supervisors or department heads, the employee should contact the CEO/General Manager or the Director of HR Safety & Regulatory Compliance. ~~the below listed individuals should be contacted. Under no circumstances need a~~ An employee is not under any obligation to report the discrimination or harassment to a supervisor whom he or she is accusing of discrimination or harassment.
 2. ~~If a situation develops which an employee feels should be investigated, the employee should provide a written complaint to either of the following:~~
 - CEO/General Manager
 - Director of Human Resources, Safety & Regulatory Compliance
 3. Once a complaint is received, Omnitrans will conduct a promptly, and thoroughly and fair investigation ~~on any complaint as it arises~~ and will take appropriate action to correct the situation if the circumstances warrant remedial or disciplinary action.
 4. Omnitrans will not retaliate or allow any form of retaliation against any employee for making a complaint or participating in an investigation.
- I. Omnitrans will, to the maximum extent feasible, maintain the confidentiality of such complaints on a need-to-know basis. However, investigation of such complaints will generally require disclosure of the allegations to the accused party and other witnesses in order to gather pertinent facts.
- J. If Omnitrans determines that unlawful discrimination or harassment has occurred, remedial action will be taken in accordance with the circumstances involved. If the conclusions reached in an investigation reveal a policy violation or other wrongful conduct, the accused employee ~~Any employee determined by Omnitrans to be responsible for unlawful discrimination or harassment~~ will be subject to appropriate disciplinary action, up to and including termination of employment.



PERSONNEL POLICY MANUAL

POLICY 704 PAGE 4 OF 4

SUBJECT

Harassment Prevention

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

PROPOSED: February 3, 2016

DATE: April 6, 2005

K. ~~Whenever action is taken against the harasser,~~ The appropriate company representative will communicate with the complainant at the end of any investigation and, if remedial or disciplinary action is taken against the accused party, the employee lodging the complaint will be told corrective action is being taken, although that does not mean all details will be shared with the complaining party since some of the information may be private or confidential. ~~and Omnitrans maintains will take action deemed appropriate in its sole and absolute discretion to remedy the situation based on the specific circumstances. any loss to the employee resulting from harassment.~~ Omnitrans will not retaliate against any employee for filing a complaint and will not tolerate or permit retaliation~~ing~~ by management, employees, or coworkers.

L. Employees should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment & Housing investigate and prosecute complaints of prohibited harassment in employment and may be contacted by the employee at anytime.

EEOC

255 E. Temple St., 4th Floor
Los Angeles, CA 90012
213-894-1000

DFEH

611 W. Sixth St., 15th Floor
Los Angeles, CA 90017
800-884-1684

ITEM # E11

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD SOLE SOURCE CONTRACT ITS16-10
FLUID MANAGEMENT SYSTEM LICENSE AND MAINTENANCE**

FORM MOTION

Authorize the CEO/General Manager to award Contract ITS16-10 to S&A Systems Inc. of Rockwall, TX, to extend the Fluid Management System Software License Agreement and Basic Service Agreement one year from March 17, 2016 through March 17, 2017, in the amount of \$25,860, and the authority to extend the license and maintenance agreements for up to two additional years, extending services to no later than March 17, 2019, in the amount of \$26,611 for Option Year One and \$27,388 for Option Year Two, for a total not-to-exceed contract amount of \$79,859, should all options be exercised.

BACKGROUND

In August 2009, Omnitrans' Board of Directors approved Contract MNT09-34 with S&A Systems, Inc. to install and maintain the Fluid Management System (FMS) at the East Valley, West Valley and I Street facilities. The FMS measures, monitors and controls the consumption and inventory balances of automotive fluids (CNG, diesel and unleaded fuels, engine and transmission fluids) at the maintenance floors and fuel island terminals.

Omnitrans has continued to renew both the software license and maintenance agreements annually to keep the system operating at an optimal level. These agreements are due to expire March 17, 2016. Staff recommends a multi-year contract for reduced pricing.

In accordance with FTA Circular 4220.1F, Section VI-17, procurement by noncompetitive proposals may be used when the manufacturer is the sole provider of the items compatible with existing equipment/systems and when the equipment/systems are not interchangeable with similar parts and equipment from other manufacturers. The hardware and software are solely manufactured and supported by S&A Systems.

Price is \$34,533 for the software license and \$45,326 for the maintenance. Staff prepared a cost analysis and the pricing is deemed to be fair and reasonable as it is less than the independent cost estimate of \$36,368 for the license and \$47,557 for the maintenance.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the IT Department's Operating Budget as follows:

Department: 1320
Expenditure Code: 505170

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

Short Range Transit Plan/Strategic Initiative Supported –Expand, maintain and improve existing vehicles, facilities and passenger amenities.

CONCLUSION

By proceeding with this extension of software license and maintenance, Omnitrans will continue to have the ability to monitor and maintain proper fluid levels for its fleet of buses.

PSG:JMS:CVM

S & A SYSTEMS, INC. SOFTWARE LICENSE AGREEMENT

This is a legal agreement between **Omnitrans**, the end user, and **S & A Systems, Inc.** WITH PAYMENT OF THE LICENSE FEE AND BY USING THIS SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

S & A SYSTEMS, INC. SOFTWARE LICENSE

1. **GRANT OF LICENSE.** S & A Systems grants to you the right to use multiple copies of the supplied **FLEETWATCH** software program (the "SOFTWARE") on multiple computers within your company or agency.
2. **SOFTWARE LICENSE RENEWAL.** The initial term of this software license is for a period of **One Year.** This One (1) Year is included in the base system purchase price. The Software License period begins March 17, 2016 and renews on March 17, 2017. Renewal of this license agreement is payable annually, two (2) months prior to the anniversary date of renewal in the amount of **\$11,340.00.** Optionally, this license agreement may be extended to include 2017-2018 for an additional price of **\$11,510.00** and for 2018-2019 at an additional price of **\$11,683.00.** **This amount may be adjusted annually to compensate for changes in the number of users and/or system configuration. Any adjustments will be presented to Omnitrans a minimum of ninety (90) days prior to anniversary date of license renewal.**
3. **The annual Software License Fee includes *Software Maintenance and Support* as defined in the attached *Software Maintenance and Support Agreement.***
4. **OTHER RESTRICTIONS.** You may not rent, lease, or otherwise transfer the SOFTWARE to any other company, agency, or individual.

LIMITED WARRANTY. S & A Systems, Inc. warrants that the SOFTWARE will perform substantially in accordance with the accompanying written material. Any implied warranties on the SOFTWARE are limited to the terms of this agreement. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. S & A Systems' entire liability and your exclusive remedy shall be, at Omnitrans' option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE that does not meet S & A Systems' Limited Warranty and which is returned to S & A Systems with a copy of your receipt.

This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

NO OTHER WARRANTIES. S & A SYSTEMS, INC. DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY, FROM STATE TO STATE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL S & A SYSTEMS, INC. OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS S & A SYSTEMS, INC. PRODUCT, EVEN IF S & A SYSTEMS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

S & A SYSTEMS SOFTWARE LICENSE AGREEMENT (CONTINUED)

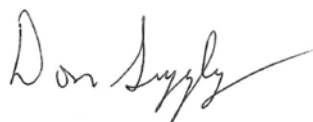
Should you have any questions concerning this Agreement, or if you desire to contact S & A Systems, Inc. for any reason, please write: S & A Systems, Inc., PO Box 1928, Rockwall, Texas 75087. If you need technical support please call 972/722-1009.

All S & A Systems products are trademarks or registered trademarks of S & A Systems, Inc. All other brand and product names are trademarks or registered trademarks of their respective holders.

Authorized Signature – Omnitrans

Printed Name and Title

Date



Authorized Signature – S & A Systems, Inc.

Don Srygley, President

Printed Name and Title

January 12, 2016

Date

STANDARD S & A SYSTEMS TERMS AND CONDITIONS FOR SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

All Software Maintenance and Support is provided subject to the attached Software License Agreement and the following Standard Terms and Conditions. These provisions set forth are only obligations of S & A Systems regarding Software Maintenance and Support. For purposes of this Agreement, "You" or "Your" shall refer to the entity entitled to receive Maintenance and Support hereunder.

I. S & A SYSTEMS SOFTWARE MAINTENANCE SERVICES:

1. Use of S & A Systems' online support is unlimited, however telephone support is limited to 15 hours per month. This includes receiving technical assistance and/or general consultation with regard to software You have licensed from S & A Systems and for which You have elected to receive Maintenance and Support (the "Covered Software"). Additional telephone support, if needed and not due to defects or data anomalies in the Covered Software, is billed at \$140 per hour, with a minimum charge of one hour. After the first hour, support is billed in 15-minute increments of \$35.00 each.

2. As they become available, S & A Systems will provide new versions, updates and/or enhancements to current versions of the Covered Software. Some new versions, updates and/or enhancements may require more advanced or larger capacity equipment and/or third party software. Equipment and software compatibility shall be your sole responsibility.

Note: Covered Software includes firmware contained within Covered Hardware including, but not limited to, Model 3000R Remote Island Head units and Model FR55 Fixed Receivers.

3. As they become available, S & A Systems will provide updates and enhancements to existing documentation.

4. S & A Systems will take all reasonable steps to correct defects in the Covered Software that are directly attributable to programming if S & A Systems, in its sole discretion, recognizes them as having a materially detrimental effect on the performance of the Covered Software.

5. S & A Systems will take all reasonable steps to have data anomalies repaired and data loss in the Covered Software directly attributable to programming minimized. This provision is subject to Your performance of scheduled data backups using a prudent method of media rotation.

II. EXCLUSIONS FROM S & A SYSTEMS SOFTWARE MAINTENANCE SERVICE

The following is expressly excluded from the terms of this Agreement:

1. Provision, installation and/or support of new versions and/or enhancements to current versions of non-S & A Systems software. Non-S & A Systems software includes but shall not be limited to, operating system software, word processing, spreadsheet, reporting and/or database software.

2. On-site Installation of new versions, updates and enhancements to S & A Systems software and firmware. Telephone and online support within the limits of the amounts specified in this agreement may be used during installation of updates and enhancements.

(Note: *On-Site* is defined as any personnel from S & A Systems traveling to Your location and working on Your premises.)

3. Upgrading any hardware and memory on the system on which You use the Covered Software and Firmware.

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT (Cont'd)

4. If You are using S & A Systems products that require a common database, You must remain current on Maintenance for all products for as long as the Covered Software is in use in order to assure the integrity of Your Covered Software. Cancellation of Maintenance on any one system may cause incompatibilities with related products, and performance of all Covered Software could be adversely affected.

5. Repair of the Covered Software and data if S & A Systems determines the failure is related to:

(a) the equipment or supplies You are using.

(b) misuse or neglect of the Covered Software including, but not limited to, failure to perform scheduled data backups using a prudent method of media rotation.

(c) anyone other than a member of S & A Systems' staff making any alteration to the Covered Software or to the system files which may affect the Covered Software.

(d) environmental conditions, including, but not limited to, insufficient, excessive, or irregular electrical power, failure of air conditioning, excessive heat or humidity, flood, water, wind or lightening.

(e) use of the Covered Software for purposes other than those which it was expressly designed.

(f) the relocation or reinstallation of the Covered Software.

(g) the use of any software other than the Covered Software.

6. S & A Systems reserves the right to charge additional support fees at its then standard rates for services performed in connection with reported incidents that are later determined to have been due to hardware or software not supplied by S & A Systems. Notwithstanding the foregoing, S & A Systems has no obligation to perform support services in connection with issues resulting from hardware or software not supplied by S & A Systems.

III. SOFTWARE MODIFICATIONS

Any modifications that You make to the Software, including any modifications to any third party licensed software included with or embedded in the Software, will render any Maintenance or Warranty obligations contained in this Agreement null and void. S & A Systems will not be liable, in any respect, for any such modifications or any errors, losses or damage resulting from such modifications. S & A Systems has no other responsibilities with respect to Maintenance other than those specified in this Section and will not be responsible for maintaining other than the most current, unaltered release of the Software.

IV. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

1. NO WARRANTIES: S & A SYSTEMS DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY YOU IN USING THE SOFTWARE, THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE IS LICENSED "AS IS" AND THE MAINTENANCE SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. S & A SYSTEMS EXPRESSLY DISCLAIMS

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT (Cont'd)

ANY AND ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE AND SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. LIMITATION OF LIABILITY: IN NO EVENT WILL S & A SYSTEMS BE LIABLE FOR ANY DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, IN EXCESS OF THE AMOUNT ACTUALLY PAID BY OMNITRANS FOR THE SERVICES PROVIDED BY THIS AGREEMENT.

V. GENERAL

1. Delivery of any Software Maintenance service to You by S & A Systems is subject to conditions beyond the control of S & A Systems or its agents, including but not limited to, Acts of God, acts of any public enemy, fire, flood, epidemic or quarantine restrictions, strikes, riots or civil commotion, freight or other embargoes, weather conditions or any failures by S & A Systems' subcontractors or suppliers.

2. You may not sub-license, sell, rent, lend or lease any portion of the Covered Software. You may not translate or create derivative works based on the Covered Software.

3. All provisions of this agreement shall be governed by the laws of California.

COMMENCEMENT DATE: March 17, 2016
EXPIRATION DATE: March 17, 2017

S & A AGREEMENT NO: SAS011216
Page **1 of 3**

BASIC SERVICE AGREEMENT

CUSTOMER INSTALLATION LOCATION

Omnitrans
Contact: Jack Dooley
1700 West Fifth Street
San Bernardino, CA 92411

FIELD SERVICE LOCATION

S & A SYSTEMS, INC.
992 SID'S ROAD
ROCKWALL, TEXAS 75032-6512
972/722-1009
CONTACT: BRYAN LAUDUN

S & A Systems, Inc. (S & A) agrees to provide and the customer agrees to accept Maintenance Service and Technical Support (as defined by the terms of the attached Terms and Conditions for Technical Support) on the equipment listed below at the charge indicated below. The terms and conditions of this Basic Service Agreement are stated herein. Any failed units which are not field repairable will be returned to S & A's Maintenance Facility located at 992 Sid's Road, Rockwall, TX 75032 for repair or replacement of any unit that has failed in normal use. S & A will pay all shipping charges for return of equipment as long as shipping instructions provided by S & A are followed. In the event of failure of any installed **FLEETWATCH** equipment covered under this agreement which cannot be shipped, S & A will send maintenance personnel to the installation location within 72 hours of notification of equipment malfunction. S & A agrees to maintain a supply of replacement parts and components for the equipment listed below as long as this Basic Service Agreement is in effect.

This agreement is specifically limited to **FLEETWATCH** equipment that has been installed and used in accordance with S & A Systems instructions. This agreement is void for equipment that has not been installed according to S & A Systems instructions. This agreement is void if any unauthorized alterations or additions have been made to the FMS equipment or if it has been subjected to damage caused by accident, abuse, misapplication, or improper operation.

This agreement does not cover any indirect or consequential damage or loss of product or business. S & A Systems assumes no other liabilities in connection with the FMS equipment.

The equipment listed below will be covered for ONE (1) year at a price of \$14,520.00. Optionally, this equipment coverage may be extended from March 17, 2017 through March 17, 2018 for an additional price of \$15,101.00 and from March 17, 2018 through March 17, 2019 at an additional price of \$15,705.00.

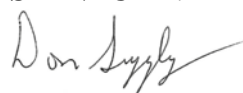
Model 3000R Remote Island Head unit – 6 Quantity (Two at Temp Fueling)
Bulk Fluid Controller – 2 Quantity
FR55 Fixed Receiver – 6 Quantity (Two at Temp Fueling)
MR55 Mobile Receiver – 8 Quantity
GP55 Data Logger – 389 Quantity

CUSTOMER:

(Authorized Signature & Title)

DATE: _____

SERVICER:



President

(Authorized Signature & Title)

DATE: January 12, 2016

STANDARD S & A SYSTEMS TERMS AND CONDITIONS FOR TECHNICAL SUPPORT

All Technical Support is provided subject to the following Standard Terms and Conditions. These provisions set forth are only obligations of S & A Systems regarding Technical Support.

I. S & A SYSTEMS TECHNICAL SUPPORT SERVICES:

1. Use of S & A Systems' online support is unlimited, however telephone support is limited to 15 hours per month. This includes receiving technical assistance, troubleshooting and/or general consultation with regard to system equipment Omnitrans has in use and for which Omnitrans has elected to receive Technical Support (the "Covered System"). Additional telephone support, if needed, is billed at \$140 per hour, with a minimum charge of one hour. After the first hour, support is billed in 15-minute increments of \$35.00 each.
2. S & A Systems will provide remote System Performance Reviews on a monthly basis. These reviews will be accomplished through the use of remote login software provided by Omnitrans to run diagnostic/informational reports, inspect/test hardware, test communications and otherwise determine the health of the Covered System.
3. As they become available, S & A Systems will provide updates and enhancements to existing documentation.
4. This agreement is made a part of the Basic Service Agreement by mention herein.

II. CHARGES

1. The Technical Support period begins on March 17, 2016 and ends on March 17, 2017. Optional years of coverage may be elected to cover the period of March 17, 2017 through March 17, 2018 and the period of March 17, 2018 through March 17, 2019.
2. The initial Technical Support fee is a fixed price contract for the period described above and shall run concurrently with the Basic Service Agreement to which it is attached. Renewal fees are calculated three months prior to contract expiration and may be subject to an inflationary adjustment defined at the time of renewal.
3. All charges for Technical Support are included in the attached Basic Service Agreement.

III. EXCLUSIONS FROM S & A SYSTEMS TECHNICAL SUPPORT SERVICE

The following is expressly excluded from the terms of this Agreement:

1. Support, troubleshooting and diagnostics of non-S & A Systems hardware. Non-S & A Systems hardware includes but shall not be limited to fuel dispensers, fluid dispensing equipment, underground storage tank monitoring systems, submerged pumps or any other equipment used in the dispensing of fuels and fluids.

STANDARD S & A SYSTEMS TERMS AND CONDITIONS FOR TECHNICAL SUPPORT (Cont'd)

2. S & A Systems reserves the right to charge additional support fees at its then standard rates for services performed in connection with reported incidents that are later determined to have been due to hardware not supplied by S & A Systems. Notwithstanding the foregoing, S & A Systems has no obligation to perform support services in connection with issues resulting from hardware not supplied by S & A Systems.

IV. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF ANY BREACH OF OBLIGATIONS UNDER THE AGREEMENT AND IN NO EVENT SHALL S & A SYSTEMS' LIABILITY EXCEED THE AMOUNT PAID BY OMNITRANS FOR THE SERVICES DESCRIBED HEREIN.

V. GENERAL

1. Delivery of any Technical Support service to Omnitrans by S & A Systems is subject to conditions beyond the control of S & A Systems or its agents, including but not limited to, Acts of God, acts of any public enemy, fire, flood, epidemic or quarantine restrictions, strikes, riots or civil commotion, freight or other embargoes, weather conditions or any failures by S & A Systems' subcontractors or suppliers.

2. All provisions of this agreement shall be governed by the laws of California.

Sun
Sunday, November 22, 2015

THE SUN
PHILANTHROPY

Omnitrans bus drivers feeding San Bernardino's homeless



Sytina Sharawn Garrett, 36, was one of about 20 homeless people at Seccombe Lake Park who received a bagged lunch and bottled water Sunday from Omnitrans bus driver Darla Roberts and her coworkers. Photo by Joe Nelson

By [Joe Nelson](#), *The Sun*

SAN BERNARDINO >> Hundreds of homeless people in downtown San Bernardino had something to be thankful for on Sunday: Darla Roberts and her colleagues at Omnitrans.

Between 2 and 3 p.m., Roberts and her friends from work handed out dozens of bagged lunches, stuffed with chicken, mashed potatoes, corn, coffee cake, bread and bottled water, to the homeless at Seccombe Lake Park, Meadowbrook Park, and near the U-Haul at Rialto Avenue and Second Street.

Every year on her birthday for the last four years, Roberts, a 44-year-old Riverside resident and Los Angeles transplant, has handed out bagged lunches to hundreds of homeless people on Los Angeles' Skid Row. When Roberts began working at Omnitrans in 2013, her colleagues heard about her annual tradition and wanted to get involved. On Roberts' birthday on Aug. 6, she and her coworkers fed nearly 400 people on Skid Row, Roberts said.

Now, Roberts and her coworkers decided to bring their philanthropy to San Bernardino, just in time for the holidays.

"Since we work in San Bernardino, we decided to switch it up and come to San Bernardino," Roberts said. She said providing as many of San Bernardino's homeless with bagged lunches may also become an annual tradition as well.

At Seccombe Lake Park, Sytina Sharawn Garrett moved about a blue dome tent, one among a cluster at a lakeside tent encampment. She was one of about 20 homeless people at the park who received a meal. She said she has been encamped at the park with her 55-year-old mother, Michaela Floress Wilson, for the last week. Prior to that, she was living in a garage at a private residence on Oakhurst Drive.

When asked what she thought about the generosity of Roberts and her colleagues, Garrett, 36, said she would rather have a home, but was appreciative nonetheless for being able to fill her belly with some good grub.

"It's a blessing to be able to feed people to keep them carrying on, especially if they have no place to go," she said.

Sun
Monday, November 23, 2015

THE SUN

TRANSPORTATION ACCIDENTS

Boy playing tag struck by Omnitrans bus in San Bernardino

BY DOUG SAUNDERS, THE SUN POSTED: 11/23/15, 9:18 PM PST

SAN BERNARDINO >> A game of tag turned tragic for a local boy Monday night.

The boy was reportedly struck by an Omnitrans coach shortly before 8 p.m. in front of the Bonanza Mobile Home Park, at 2260 West Rialto Avenue.

Witnesses told police that the boy, who was about 9 years old, was apparently playing a game of tag when he ran into the street and was struck by the bus.

A private investigator, Martin Rosales, 60, was driving behind the bus and witnessed the accident.

"He ran out in the street and bounced off of the bus," Rosales said. "We stopped, and I got out and held his hand while my wife called 9-1-1."

Firefighters said the boy's leg was badly torn to the point that his muscle tissue was showing through the skin.

He was taken to Arrowhead Regional Medical Center in Colton where he's listed in stable condition.

Police and Omnitrans officials are investigating the crash.

THE PRESS-ENTERPRISE

NEWS

SAN BERNARDINO: Boy playing tag collides with bus, hurts leg

By RICHARD BROOKS / STAFF WRITER

Published: Nov. 23, 2015 Updated: Nov. 24, 2015 7:03 a.m.

A 6-year-old San Bernardino boy playing tag tangled with an Omnitrans bus in San Bernardino and suffered a leg injury that sent him to the hospital, police say.

The accident was reported at 7:28 p.m. Monday, Nov. 23, near Macy Street and Rialto Avenue.

"He may have a broken leg, but chances are that it's not even broken," said Lt. Adam Affrunti.

Inland New Today
Wednesday, December 02, 2015

INLAND NEWS TODAY

Don't Get Thrown Under The Bus

SAN BERNARDINO - (INT) - More and more pedestrians seem oblivious to their surroundings as hand-held smart phones gain in popularity. And, that's posing a safety risk.

Omnitrans is getting the attention of pedestrians with audible turn signals on fifteen of its buses.

Each time the bus turns a corner, a loudspeaker automatically blurts out a safety warning in English and Spanish.

Omnitrans will evaluate the effectiveness of the new safety feature before extending the retrofit to the rest of its 177 buses.

Story Date: December 2, 2015

METRO

For Transit and Motorcoach Business

Bus

Calif.'s Omnitrans adding 15 New Flyers featuring audible turn signals

Posted on December 3, 2015



San Bernardino, Calif.'s Omnitrans introduced 15 new buses, manufactured by New Flyer of America Inc., which will replace three 35-foot 2003 model year coaches and 12 40-foot model year 2001 and 2001 coaches. All are powered by compressed natural gas.

With pedestrians often texting, listening to music or watching the latest cat video on their phone instead of paying attention to surrounding traffic, Omnitrans is making an extra effort to get their attention by incorporating audible turn signals on the new buses going into service this month.

The caution announcement, given in English and Spanish, is triggered automatically when the driver turns the steering wheel. Omnitrans will evaluate the effectiveness of the new safety feature before considering a retrofit of the rest of its 177 bus fleet.

In response to customer requests, the new buses are also equipped with front-mounted bicycle racks that hold three bikes at a time. This brings the number of 40-foot buses with triple bicycle racks up to 37, while the remaining buses have racks that hold two bicycles.



After getting positive marks for new generation wheelchair securement devices used on the agency's sbX bus rapid transit line, Omnitrans will phase them into the rest of the fleet. New buses have one rear-facing securement and one forward-facing securement. The rear-facing system gives passengers with wheelchairs more independence. They can back their mobility device into the area, pull the arm down and set the brake, without assistance from the operator. This also helps reduce dwell time at bus stops.

The new-style forward facing wheelchair securement allows the coach operator to more easily secure mobility devices with minimal reaching and bending. Passengers then click together a lap belt to secure themselves to the mobility device. Omnitrans buses transport about 120,000 customers with wheelchairs each year.

Positive customer feedback on the rear-facing wheelchair option on sbX vehicles, led Omnitrans to buy them for new 40-foot buses.

MASS TRANSIT

Tuesday, December 08, 2015

MASS TRANSIT

SECURITY

Omnitrans Transports Evacuees in Wake of San Bernardino Shooting

SOURCE: OMNITRANS DEC 8, 2015



Omnitrans buses line up at a staging area to transport evacuees after Dec. 2 terrorist attack in San Bernardino, California.

Photo credit: Omnitrans

Omnitrans buses helped transport people evacuated from the scene of the deadly terrorist attack in San Bernardino on Dec. 2.

Through the County of San Bernardino Emergency Operations Center, Omnitrans was called upon to help transport people evacuated from the Inland Regional Center and surrounding businesses after the shooting. Initially people were taken from the incident scene to a local church where they could be interviewed by local law enforcement. Later people were transported to a community center where they reunited with family and friends. Two law enforcement officers accompanied each bus.

"We played a limited but important role in assisting our first responders during this tragic event," said Omnitrans CEO P. Scott Graham. Four Omnitrans vehicles including three 40-foot and one 60-foot bus were utilized. Over 460 passengers were transported.

As part of the county emergency communication network, Omnitrans security staff was notified of the active shooter situation at the Inland Regional Center within minutes of initial 911 calls. Bus service to the immediate area was detoured, however Omnitrans worked to maintain

as much regularly scheduled service as possible. “We do not shut down service and leave passengers stranded on the street,” said Graham. “We adjust, adapt and provide whatever service is possible as conditions permit until normal operations can resume.”

Coach Operators and other employees were notified of the emergency situation and security guards at the San Bernardino Transit Center and Omnitrans headquarters in San Bernardino were placed on heightened alert, but both facilities remained open to the public.



People evacuated from Inland Regional Center board buses in aftermath of San Bernardino, California terrorist attack on Dec. 2.

Photo credit: Omnitrans

Inland Empire Community News

New Omnitrans Buses Talk to Pedestrians

By Contributing writer -December 9, 2015



Positive customer feedback on the rear-facing wheelchair option on sbX vehicles, led Omnitrans to buy them for new 40-foot buses.



Audible turn signals warn pedestrians in English and Spanish.

Today's proliferation of smart phones doesn't just lead to distracted driving. Pedestrians often are texting, listening to music or watching the latest cat video on their phone instead of paying attention to surrounding traffic. Omnitrans is making an extra effort to get their attention by incorporating audible turn signals in 15 new buses going into service this month. (View: Talking Bus Video)

The caution announcement, given in English and Spanish, is triggered automatically when the driver turns the steering wheel. Omnitrans will evaluate the effectiveness of the new safety feature before considering a retrofit of the rest of its 177 bus fleet.

Triple Bike Racks

In response to customer requests, the new buses are equipped with front-mounted bicycle racks that hold three bikes at a time. This brings the number of 40-foot buses with triple bicycle racks up to 37 while the remaining buses have racks that hold two bicycles. All buses on Omnitrans two freeway express routes offer 3-bike racks. The sbX 60-foot rapid transit buses accommodate up to four bicycles inside the vehicle. Omnitrans carries about 350,000 bicycles every year.

Wheelchair Securement

After getting positive marks for new generation wheelchair securement devices used on the agency's sbX bus rapid transit line, Omnitrans will phase them into the rest of the fleet. New buses have one rear-facing securement and one forward-facing securement. The rear-facing system gives passengers with wheelchairs more independence. They can back their mobility device into the area, pull the arm down and set the brake, without assistance from the operator. This also helps reduce dwell time at bus stops.

The new-style forward facing wheelchair securement allows the coach operator to more easily secure mobility devices with minimal reaching and bending. Passengers then click together a lap belt to secure themselves to the mobility device. Omnitrans buses transport about 120,000 customers with wheelchairs each year.

Daily Bulletin

MOVIES & TV

Redlands High School alumni filming in hometown

By Phill Courtney, Correspondent

POSTED: 11/28/15, 6:01 PM PST

REDLANDS >> Some actors have been skulking about in various Redlands locations as rather frightening characters during the past several weeks. They're involved in a local film shoot for a movie called "The Cut," under the direction of two Redlands High School graduates.

Trevor Stevens, the cinematographer, grew up in Redlands and was in the RHS class of 2010. In May, he graduated from Chapman University's Dodge College of Film and Media Arts. He traces his "adventure into filmmaking" to dancing, when he was 10 with Buddy and Laurie Schwimmer's Five, Six, Seven, Eight dance studio in downtown Redlands.

"That fueled my appetite for entertainment," he says, "and it got me into doing acting." That led to roles at Cope Middle School where he was "immediately attracted by what was going on behind the scenes in all the productions I was in."

At RHS he joined a multi-media class there called Digital Dogz, where he served as its president. After graduating, he went on to San Bernardino Valley College and then Chapman. Along the way he forged what's proved to be a fruitful eight-year friendship with the director of "The Cut," Bomani Story, inspired by their mutual interest in the visual arts.

Story is four years older than Stevens, so they didn't cross paths when Story was going to RHS. But once they met they hit the ground running with short films, music videos, and three 48-hour film contests. Soon, they were also finding work in Los Angeles.

Their working relationship grew out of the training they had with Cheryl Williams, who runs the local television station for the city of Redlands. Stevens worked with her as an intern when he was 14, which is where he met Story.

"We switch off back and forth," Stevens explains of their working method. "We're both directors and writers by trade, but when one directs the other one basically helps in any capacity needed and vice versa. So we try to piggyback on each other's projects."

Although born in Riverside, Story grew up in Redlands, where he, like Stevens, also went to Cope Middle School and RHS when he was a member of the Digital Dogz class during its formative years.

After meeting Stevens, Story says they "bonded very quickly over film stuff. He had a real talent back then. He didn't know it, but I knew it." One of their first projects was an Omni Trans commercial they did at Valley College which played throughout San Bernardino County. After that, he transferred to University of Southern California, but they "never really lost touch."

After Story graduated from USC in 2010, Story says that's when he and Stevens "really started getting into the thick of working with each other. At first," he says with a laugh, "it was this kind of fantasy business relationship that we were doing. We were still working together, but we were like kids, you know."

Then, when they started making movies together, they started getting serious. “Usually,” he says, “that’s when relationships start to break—once you realize what you really need to be doing. But Trevor and I figured it out and we still hung tight. That’s the nature of strong relationships.”

The genesis of “The Cut,” which is Story’s first feature film, began when Story was at USC in 2008.

“I started fiddling with the idea a little bit and at first it was just about a boy who goes through a neighborhood and sees what other peoples’ lives are like because his father kept him in the house.”

From there “it kept evolving,” he says. “Because usually when you’re a screenwriter you write a lot of bad feature screenplays before you get to the one that’s actually going to work.”

“And this one is still bad, but” he adds with a laugh, “I went through all those phases with just this one screenplay. I wrote one that was just awful and I just kept writing it and it just kept changing until it finally felt like it was an actual movie to me. I tried to get rid of as many terrible things as I possibly could. We’ll see how that turns out.”

The final story involves a 12-year-old boy living in the gritty part of a city, who, during a three-day period, solves a friend’s murder using a board game he received at school, interspersed with fantasy elements sparked by the boy’s vivid imagination.

“In the story,” Story says, “there are a lot of parallels between playing this board game and actually solving this mystery. At the heart of it basically is the relationship with his father.”

He also found some of the inspiration for his story from his own experiences living in Redlands. “So it’s fitting that the place where my film got ignited,” he says is the place where he’s filming it.

In the cast is actor Jeff Pierre, who, among other roles, has been featured in the TV movie “Drumline: A New Beat,” and the Showtime series, “Shameless.”

“It’s been a steep learning curve” says Story. “It’s been a very tough shoot because we’re funding it out of pocket. Making it at this level with this budget is very difficult for a lot of reasons. You don’t have a lot of crew because you don’t have a lot of money. All you can really bank on is if your story is strong and the talent behind it, which is my family and friends, like Trevor.”

Dec. 21, 2015

Omnitrans Transports Evacuees in Wake of San Bernardino Shooting

IN THE AFTERMATH of the Dec. 2 terrorist attack in San Bernardino, CA, where 14 people were killed and more injured, Omnitrans buses helped evacuate more than 460 people from the scene of the incident.

The County of San Bernardino Emergency Operations Center (EOC) called on Omnitrans to help transport people from the Inland Regional Center and surrounding businesses after the shooting. Using three 40-foot and one 60-foot vehicles, the agency initially took people to a local church where they could be interviewed by local law enforcement. Later the evacuees were transported to a community center where they reunited with family and friends. Two law enforcement officers accompanied each bus.

"We played a limited but important role in assisting our first responders during this tragic event," said Omnitrans Chief Executive Officer P. Scott Graham.

As part of the county emergency communication network, Omnitrans security staff were notified of the active shooter situation at the Inland Regional Center within minutes of initial 911 calls. The agency detoured bus service to the immediate area while working to maintain as much regularly scheduled service as possible.

"We do not shut down service and leave passengers stranded on the street,"

said Graham. "We adjust, adapt and provide whatever service is possible as conditions permit until normal operations can resume."

Omnitrans defers to the county EOC regarding service it can provide relative to an emergency. The agency works to keep as much of its regular service running on schedule as possible during an emergency situation, pulling buses from the routes with highest frequency if they are needed.

Coach operators and other employees were notified of the emergency situation; security guards at the San Bernardino Transit Center and Omnitrans headquarters in San Bernardino were placed on heightened alert, but both facilities remained open to the public.

APTA's Standards Program includes several standards that support this kind of emergency response, available at www.apta.com/resources/standards/security. These include standards regarding emergency management aspects of special event service, transit incident drills and exercises, mutual aid programs and initiatives public transit agencies can implement to reduce the likelihood of an attack from occurring. Additional guidance is available through the Public Transportation Information Sharing and Analysis Center (PT-ISAC).



Omnitrans buses line up at a staging area to transport evacuees after the terrorist attack in San Bernardino.

TRANSPORTATION

Metro wants to discontinue a bus route that stops at Cal Poly Pomona

By Steve Scauzillo

steve.scauzillo@langnews.com
@stevscaz on Twitter

Metro wants to discontinue a bus line connecting serving more than 1.4 million customers per year in the San Gabriel Valley and southeast Los Angeles County, part of the mega agency's de-emphasizing of fringe-area bus routes, documents and interviews show.

A report on "proposed service changes" released in December calls on discontinuing lines 190, which runs from the El Monte Bus Station through El Monte, Baldwin Park, Covina, West Covina and Walnut — including major stops at Mt. San Antonio College and Cal Poly Pomona; and line 194, which runs south of the 10 Freeway mostly along Valley Boulevard through El Monte, City of Industry, La Puente and Walnut.

In addition, the report seeks to "discontinue service" on Line 270, which stretches more than 17 miles from Monrovia to Norwalk and includes stops at Rio Hondo College in Whittier.

The Metro report says the three lines are "possibly to be operated by another provider." Foothill Transit, the San Gabriel Valley's primary agency with an annual budget of \$78.5 million, said Thursday it

is continuing talks with Metro over the 270 bus line.

"We are working cooperatively with Metro," said Doran Barnes, executive director of Foothill Transit, on Thursday. Metro wants to implement bus line changes by June. Barnes, who would not give a time line, said the goal of both agencies is to limit overlapping service areas. Both are working toward a seamless transition that will not affect service because routes and stops will remain the same, he said.

"Someone will operate them. The issue is, will it be us, or will it be Metro?" he said.

If the lines are released to Foothill Transit, it would represent the biggest expansion of the West Covina-based agency in 14 years.

Ridership measures 29 passengers per bus hour for Line 270. When ridership falls well below the system average of 50 passengers per hour, it is considered "poor performing," said Kim Upton, Metro spokesperson.

"These are among the poorest performing lines in terms of ridership," Upton said. "Cancellation of a route or route segment is usually considered as a last resort," she wrote in an email.

Metro's San Gabriel Valley Service Council would make the final decision, Upton added. Only one public

hearing has been scheduled to date: 10 a.m., Saturday, Feb. 6 at Metro Headquarters, 1 Gateway Plaza, Los Angeles, CA 90012.

Metro Executive Officer of Service Development Jon Hillmer told this news organization last year that shedding lines would save Metro money and could help the agency fill sorely needed train operator positions for the Expo Line Phase 2 from Culver City to Santa Monica — the Expo Line and the Long Beach-to-Los Angeles Metro Blue Line share tracks in downtown L.A. — and the Foothill Gold Line Extension from east Pasadena to the Azusa/Glendora border. Line 270 will connect with the Foothill Gold Line at Monrovia Station.

Both rail lines are scheduled to open this year.

Foothill will need between 30-40 additional buses, Barnes said.

Fares on Foothill buses are \$1.25 a ride, as compared to \$1.75 a ride on Metro buses. So, riders would save money.

"That would be cool, if it was the same routes," said Cesar Amaro of El Monte after he got off the 270 at the El Monte Bus Station on Thursday.

Most riders interviewed said they didn't mind if Foothill Transit took over the routes. But they feared Metro cancelling the routes.

"That would be a mess. I wouldn't be able to get around," said Erika Johnson.

Other changes

Other lines in Southeast L.A. County may also be affected.

Line 460, which serves Disneyland and Knott's Berry Farm in Orange County, would end at the Metro Green Line station in Norwalk and no longer run freeway express service into downtown Los Angeles.

Line 311, a limited-stop bus along Florence Avenue in Downey and Norwalk, would be cancelled and trips converted to local Line 111 service between Norwalk and Los Angeles International Airport.

Line 258, which serves Paramount, would be extended north to Altadena by replacing Line 485, an express bus service that serves Pasadena, Alhambra and downtown Los Angeles.

Line 577 from El Monte Station to the Long Beach VA Hospital via the 605 Freeway would also see changes under the proposals.

The line would have three stops added between El Monte Station and Rio Hondo College. Line 577 would also be excluded from the express premium fare policy, upon Board of Directors approval.



STAFF FILE PHOTO

Metro is looking to discontinue bus lines, including line 790, which has major stops at Mt. San Antonio College and Cal Poly Pomona.

"These are among the poorest performing lines in terms of ridership. Cancellation of a route or route segment is usually considered as a last resort."

— Kim Upton, Metro spokesperson, in an email

Michelle Obama Talks to Omnitrans Riders

First Lady's PSA featured on bus agency's new onboard audio advertising system

(SAN BERNARDINO, CA) — Yes, that is Michelle Obama's voice passengers hear when riding on Omnitrans buses. Her public service announcement is among messages delivered through an onboard GPS-based audio advertising service recently implemented by Omnitrans.

Through a contract with Commuter Advertising, based in Dayton, Ohio, Omnitrans buses play short audio advertisements which can be delivered at specified times or locations. For example, a restaurant could advertise a breakfast special between 6 and 8 am, or a book store could let passengers know they are located near the next bus stop. A scrolling onboard LED text message supports the audio advertisement.



This month, Omnitrans audio advertising includes a public service announcement from First Lady Michelle Obama called "Better Make Room." It's part of the First Lady's Reach Higher initiative to inspire every student in America to continue their education past high school. "You're about to arrive," she tells young people. "And the world better make room." [Listen to the PSA.](#)

Omnitrans shares in the revenue generated by paid advertising. "But a greater value to Omnitrans is the ability to use the system to deliver key information to our own customers," said spokesperson Wendy Williams. "We can inform riders of upcoming service changes, promote our online store, or offer travel tips. It's really the most effective way to reach all our customers."

Since the system taps into Omnitrans existing GPS technology, there is no cost to Omnitrans other than staff time to upload the latest batch of messages. Commuter Advertising produces the audio files, which are typically 15 seconds long.

Omnitrans is the first transit system on the west coast to offer onboard advertising. Commuter Advertising operates in 11 media markets in the United States. Founded in 2008, Commuter Advertising sends hyper-targeted digital messages over bus notification systems that inform passengers of products, services and sales at nearby businesses using the vehicles' GPS technology and software created by the company.

www.omnitrans.org

Founded in 1976, Omnitrans is an award-winning public transit agency providing over 14 million passenger trips per year in the San Bernardino Valley. Omnitrans is governed by a 20-member board representing 15 cities and San Bernardino County.

ITEM # F1

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

Omnitrans is a member of the Stakeholder Review Committee for the Los Angeles and San Bernardino Inter-County Transit and Rail Connectivity Study. The purpose of the study is to determine the optimum mix and service levels of commuter and light rail, Bus Rapid Transit and Express bus from eastern San Gabriel Valley in Los Angeles County to the western San Bernardino Valley. The study is being conducted by AECOM.

Clarification interviews were conducted with the top three firms for the Design-Build-Maintain Compressed Natural Gas Infrastructure at Omnitrans' facilities. The award of this contract is tentatively scheduled to be presented to the Board in March.

Thank you to Board Members, SANBAG and Omnitrans staff for contributions in the development of goals for the Omnitrans FY2017-2020 Strategic Plan at the Planning Session held January 19. Omnitrans is now in the process of soliciting input of the draft plan from stakeholders. The final draft of the plan will be presented to the Board of Directors for adoption in March.

Omnitrans sbX Project Management Team, Jacobs, submitted the sbX project for a Project Achievement Award to the Construction Management Association of America, and won! The team was evaluated on the outcomes, overall management, safety, quality, cost and schedule management, as well as the complexity, sustainability, innovation and creativity of the project.

PSG

ITEM # _____ F2 _____

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM P. Scott Graham, CEO/General Manager

**SUBJECT: ADOPT PROPOSED AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

FORM MOTION

Adopt the proposed Amended and Restated Joint Powers Agreement and authorize submission to all Member Agencies and request adoption within 45 days of submission to Member Agencies.

BACKGROUND

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

With guidance from County Counsel, Omnitrans met with the Board Executive Committee in June and August 2015 to review the existing JPA. Changes as a result of these meetings were incorporated into the Draft Redline Copy and moved forward to the Administrative & Finance Committee for consideration.

In early October 2015, a copy of the existing Joint Powers Agreement, along with a redlined copy of the proposed changes, and a draft clean copy of the agreement were distributed to the Omnitrans Board of Directors, the County Chief Executive Officer, and the City Managers and City Clerks of each member entity. All were invited to review, submit comment, and participate in the discussion at the Administrative and Finance Committee Meeting scheduled Thursday, December 10, 2015.

At the Administrative and Finance Committee Meeting, Legal Counsel Carol Greene reviewed the proposed changes, along with each comment received from Member Agencies. As a result of the review, the Committee recommended additional language be incorporated to the agreement prior to submittal to the Board of Directors for adoption. The changes relate to mitigation of risk to Member Agencies, as well as other several other changes relating to Voting (Section 3), Powers (Section 4), Powers of the Director of Finance (Section 9) and Budget and Accounting (Section 10). These changes are included in the redlined copy of the agreement and are in navy blue/italic print.

Included with this memorandum are the following documents:

Attachment No. 1 - Draft Redlined Copy – Incorporates all changes proposed by Executive Committee/Legal Counsel and Administrative & Finance Committee

Attachment No. 2 - Draft Clean Copy

CONCLUSION

Once the Amended and Restated Joint Powers Agreement is adopted by the Omnitrans Board of Directors and all Member Agencies, it will become the governing document and be filed with the Secretary of State.

PSG/vd

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

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

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

Text in italics and bold (Dark Blue) - Edits based on Administrative & Finance Committee comments of December 2, 2015

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

Comment [T1]: Joined January 8, 1992

Comment [T2]: Joined April 26, 1988

Comment [T3]: Joined June 6, 1990

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

WITNESSETH:

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

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

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

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

SECTION 1. PURPOSE.

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

SECTION 2. CREATION OF AUTHORITY

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

SECTION 3. GOVERNING BOARD

A. Membership.

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

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

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

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

B. Voting.

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

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

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

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

Comment [T6]: Weighted voting no longer applies.

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

Comment [T7]: Weighted voting no longer applies.

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

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

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

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

C. Meetings.

(1) Regular Meetings.

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

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

(2) Ralph M. Brown Act.

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

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

(3) Minutes.

The Secretary of the Board shall cause to be kept minutes of regular, adjourned regular, and special meetings of the Governing Board, and shall

cause a copy of the minutes to be forwarded to each member of the Board and to each of the parties hereto.

D. Officers.

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

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

E. Functions.

The Board of Directors shall perform the following functions:

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

SECTION 4. POWERS.

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

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

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

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

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

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

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

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

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

- (1) Sue and be sued;
- (2) Employ agents and employees and contract for professional services;
- (3) Make and enter contracts;
- (4) Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- (5) Acquire and convey real and personal property;
- (6) Incur debts, obligations and liabilities, provided, however, the debts, obligations and liabilities incurred by Omnitrans shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- ~~(6)(7)~~ *Levy a fee, assessment or tax*
- ~~(7)(8)~~ *Power of eminent domain*
- ~~(8)(9)~~ Invest funds not required for immediate use as the Board determines advisable - - in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code; and
- ~~(9)(10)~~ Do all other acts reasonable and necessary to carry out the purpose of this Agreement.
- ~~(10)(11)~~ *Obtain insurance.*
- ~~(11)(12)~~ *Apply for grants under federal, state and local programs.*

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

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

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

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

Comment [T22]: Yes

SECTION 5. FISCAL YEAR.

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

SECTION 6. FINANCIAL SUPPORT.

~~At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be provided~~

~~by the various contracting entities for the ensuing fiscal year. A separate route mileage charge for each transit division shall be utilized for calculating contractual fees. Any unanticipated or unusually large overhead or administrative charges incurred by a transit division shall also be charged to said division. In the use of sub-contractor service, Omnitrans shall determine an appropriate percentage override to equitably fund overall Omnitrans activities.~~

Comment [T23]: No longer applicable.

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

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

The TDA provides two funding sources:

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

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

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

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

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

4. Providing periodic financial reports covering Omnitrans and its operations in the manner and at the times determined by the Board of Directors; and
5. Approving for payment, under the procedure adopted by the Board of Directors, all valid demands against Omnitrans.

SECTION 8. TREASURER.

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

Comment [T25]: Define to FTA?

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

SECTION 9. CONTROLLER.

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

Comment [T27]: Applicable?

Comment [T28]: Yes.

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

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

There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Board of Directors on a quarterly basis, unless otherwise required by the Board of Directors.

Books and records of the Authority shall be open to inspection at all times during normal business hours by any representative of a member of the Board of Directors, or by any accountant or other person authorized by a member of the Board of Directors to inspect said books or records.

SECTION 10. GETTING STARTED.

A. Organizational Meeting.

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

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

Comment [T31]: Okay to delete.

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

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

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

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

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

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

~~A. Transfer of Assets~~

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

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

~~B. Employee Seniority Rights~~

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

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

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

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

~~C. Provision of Transit Service.~~

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

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

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

~~D. Organizational Structure~~

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

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

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SECTION 10. BUDGET AND ACCOUNTING

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

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

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

SECTION 11. PARTIES' LIABILITY.

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

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

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

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

SECTION 12. ASSIGNABILITY.

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

SECTION 13. ADDITIONAL PARTIES.

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

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

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

SECTION 14. TERM.

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

SECTION 15. WITHDRAWAL OF PARTY.

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

Comment [T35]: Delete?

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

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

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A. General Provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comment [T40]: Okay to delete this section.

SECTION 17. PARTIAL INVALIDITY.

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

SECTION 18. SUCCESSORS.

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

SECTION 19: MULTIPLE COUNTERPARTS

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

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

Dated: March 8, 1976

COUNTY OF SAN BERNARDINO

ATTEST:

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

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

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Dated: March 1, 1976

CITY OF CHINO

ATTEST:

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

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

Dated: January 8, 1992

CITY OF CHINO HILLS

ATTEST:

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

Gwenn Norton Perry (signature)
Mayor *Cynthia Moran*

Dated: March 5, 1976

CITY OF COLTON

ATTEST:

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

? (signature)
Mayor *Richard A. DeLaRosa*

Dated: March 9, 1976

CITY OF FONTANA

ATTEST:

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

Frank Horzen (signature)
Mayor *Aquanetta Warren*

Dated: April 11, 1979

CITY OF GRAND TERRACE

ATTEST:

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

Tony Petta (signature)
Mayor *Darcy McNaboe*

Dated: April 26, 1988

CITY OF HIGHLAND

ATTEST:

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

Dennis Johnson (signature)
Mayor *Larry McCallon*

Dated: March 8, 1976

CITY OF LOMA LINDA

ATTEST:

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

Kent Dickinson (signature)
Mayor *Rhodes Rigsby*

Dated: February 26, 1976

CITY OF MONTCLAIR

ATTEST:

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

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

Dated: February 27, 1976

CITY OF ONTARIO

ATTEST:

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

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

Dated: September 19, 1978

CITY OF RANCHO CUCAMONGA

ATTEST:

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

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

Dated: March 8, 1976

CITY OF REDLANDS

ATTEST:

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

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

Dated: March 5, 1976

CITY OF RIALTO

ATTEST:

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

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

Dated: March 8, 1976

CITY OF SAN BERNARDINO

ATTEST:

Lucille ? (signature)
City Clerk *Georgeann Hanna*

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

Dated: February 26, 1976

CITY OF UPLAND

ATTEST:

Doreen K. ? (signature)
Deputy City Clerk *Debbi Covington*

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

Dated: June 6, 1990

CITY OF YUCAIPA

ATTEST:

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

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

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

Exhibit A
Page 1 of 3

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

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

RECAP BY AGENCIES

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

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

LAND, STRUCTURES & IMPROVEMENTS

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

BUS FLEET

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

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

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

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

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

SERVICE VEHICLE

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

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

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

GRANTS OUTSTANDING - ASSIGNED TO OMNITRANS

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

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

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

yes not include Desert
- /4/76

EXHIBIT B

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

TRANSIT ASSETS

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

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

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

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

BUS FLEET**

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

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

ATTACHED EQUIPMENT

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

SHOP EQUIPMENT

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

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

OFFICE AND MISC. EQUIPMENT

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

GRANTS, AGREEMENTS, LEASES TO BE
ASSUMED BY OMNITRANS

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

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

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

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

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

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

WVTSA, Transit Service Agreement

Riverside County, Transit Service Agreement

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

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

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

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

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

METRO DIVISION	FOR INFORMATION PURPOSES				EXHIBIT "C"	
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76		ACCURAL RATE VACATION TIME	PROJECTED SBT'S HRLY RATE AS OF 7/1/76	
		SICK TIME	VACATION TIME			
				SICK LEAVE	RELATES TO SECTION 10, PAGE 9 PROPOSED FOR DELETION	
Adams, L	4-16-74	61.19	69.68	3.70 hrs. bi-wkly	5.50	
Atkinson, D	7-5-61	30.80	69.66	3.70 " " 4.62 "	5.50	
Belew, C	12-19-72	50.60	22.48	3.70 " " 3.08 "	5.50	
Bishop, R	4-28-75	62.90	52.36	3.70 " " 3.08 "	5.00	
Black, W	3-31-75	65.70	61.60	3.70 " " 3.08 "	5.00	
Blough, W	3-17-75	77.70	64.68	3.70 " " 3.08 "	5.00	
Brazil, J	3-31-75	65.90	61.60	3.70 " " 3.08 "	5.00	
Browne, R	4-28-75	54.90	52.36	3.70 " " 3.08 "	5.00	
Carlstrom, B	3-31-75	36.80	61.60	3.70 " " 3.08 "	5.00	
Cline, T	10-20-75	22.20	18.48	3.70 " " 3.08 "	4.75	
Cox, C	3-17-75	41.20	64.68	3.70 " " 3.08 "	5.00	
Davis, T	7-5-61	325.60	65.66	3.70 " " 4.62 "	5.50	
Dickert, C	3-17-75	69.00	64.68	3.70 " " 3.08 "	5.00	
Dunda, S	10-20-75	22.20	18.48	3.70 " " 3.08 "	4.75	
Eckstrom, G	6-5-73	12.10	48.52	3.70 " " 3.08 "	5.50	
Escamilla, R	1-21-74	87.40	86.16	3.70 " " 3.08 "	5.50	
Ford, J	7-18-67	90.60	1.04	3.70 " " 3.08 "	5.50	
Garrett, J	7-5-61	105.70	61.66	3.70 " " 4.62 "	5.50	
Grice, A	6-5-73	65.80	27.92	3.70 " " 3.08 "	5.50	
Hallums, T	10-14-70	64.60	20.20	3.70 " " 3.08 "	5.50	
Hampton, D	3-5-74	118.89	67.84	3.70 " " 3.08 "	5.50	

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

METRO DIVISION	FOR INFORMATION PURPOSES				PROJECTED SBT HRLY. RATE AS 1/28/76
	ORIGINAL DATE OF HIRE	LEAVE BALANCE AS OF 1-2-76 SICK TIME	ACCURAL RATE SICK LEAVE	VACATION TIME	
Harris, J	6-11-73	104.90	3.70 hrs. bi-wkly	3.08 hrs. bi-wkly	5.50
Hatch, J	7-5-61	395.50	3.70 "	4.62 "	5.50
Heenan, T	5-24-67	531.30	3.70 "	4.62 "	5.50
Heywood, F	10-19-73	64.80	3.70 "	3.08 "	5.50
Hinojosa, J	2-15-73	116.20	3.70 "	3.08 "	5.50
Holmes, O	5-2-75	54.70	3.70 "	3.08 "	5.00
Hrovat, F	11-8-71	115.10	3.70 "	3.08 "	5.50
Ingram, J	4-28-75	62.90	3.70 "	3.08 "	5.00
Jenkins, E	4-17-73	135.00	3.70 "	3.08 "	5.50
Kuehnau, B	5-23-74	119.90	3.70 "	3.08 "	5.50
Leis, E	7-5-61	238.70	3.70 "	4.62 "	5.50
Lithen, R	3-17-75	77.70	3.70 "	3.08 "	5.00
Madison, O	6-26-74	40.80	3.70 "	3.08 "	5.50
Martinez, F	4-28-75	7.50	3.70 "	3.08 "	5.00
Mathiot, M	3-17-75	28.30	3.70 "	3.08 "	5.00
Mejendez, R	5-28-74	48.10	3.70 "	3.08 "	5.5
Melisan, C	11-5-70	224.45	3.70 "	3.08 "	5.50
Morales, A	10-16-73	51.40	3.70 "	3.08 "	5.50
Morrone, J	5-13-74	45.30	3.70 "	3.08 "	5.00
Nosser, B	11-21-73	2.70	3.70 "	3.08 "	5.50
Oerby, R	5-10-68	207.80	3.70 "	4.62 "	5.50
Patterson, N	4-7-65	41.60	3.70 "	4.62 "	5.50
Reed, E	5-28-74	110.80	3.70 "	3.08 "	5.00
Reyes, R	1-22-73	1.14	3.70 "	3.08 "	5.50
Reynosa, R	6-2-76	108.90	3.70 "	4.62 "	5.50

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

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

125

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

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

*UNDER CONTRACT

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

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

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

Page 6 of 6
1/28/76

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

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

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Administrative
Services Officer

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

Salary anniversary date - 9/5/69

Transit Superintendent

Pine, Alfred	9/05/52	960	320	3.70	7.69	9.20
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Salary anniversary date - 4/28/75

Transit Technician

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

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

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

③ Per Pay Period.

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDFOR INFORMATION PURPOSES

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

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

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

③ Per Pay Period.

EXHIBIT DSAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

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

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

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

③ Per Pay Period.

EXHIBIT D

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Coach Operators
Metro Division

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

Coach Operators
Redlands/Yucaipa Division

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

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

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

③ Per Pay Period.

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDMONTHLY RATES

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

2/4/76

Does Not Include Desert

EXHIBIT E
ORGANIZATIONAL
STRUCTURE

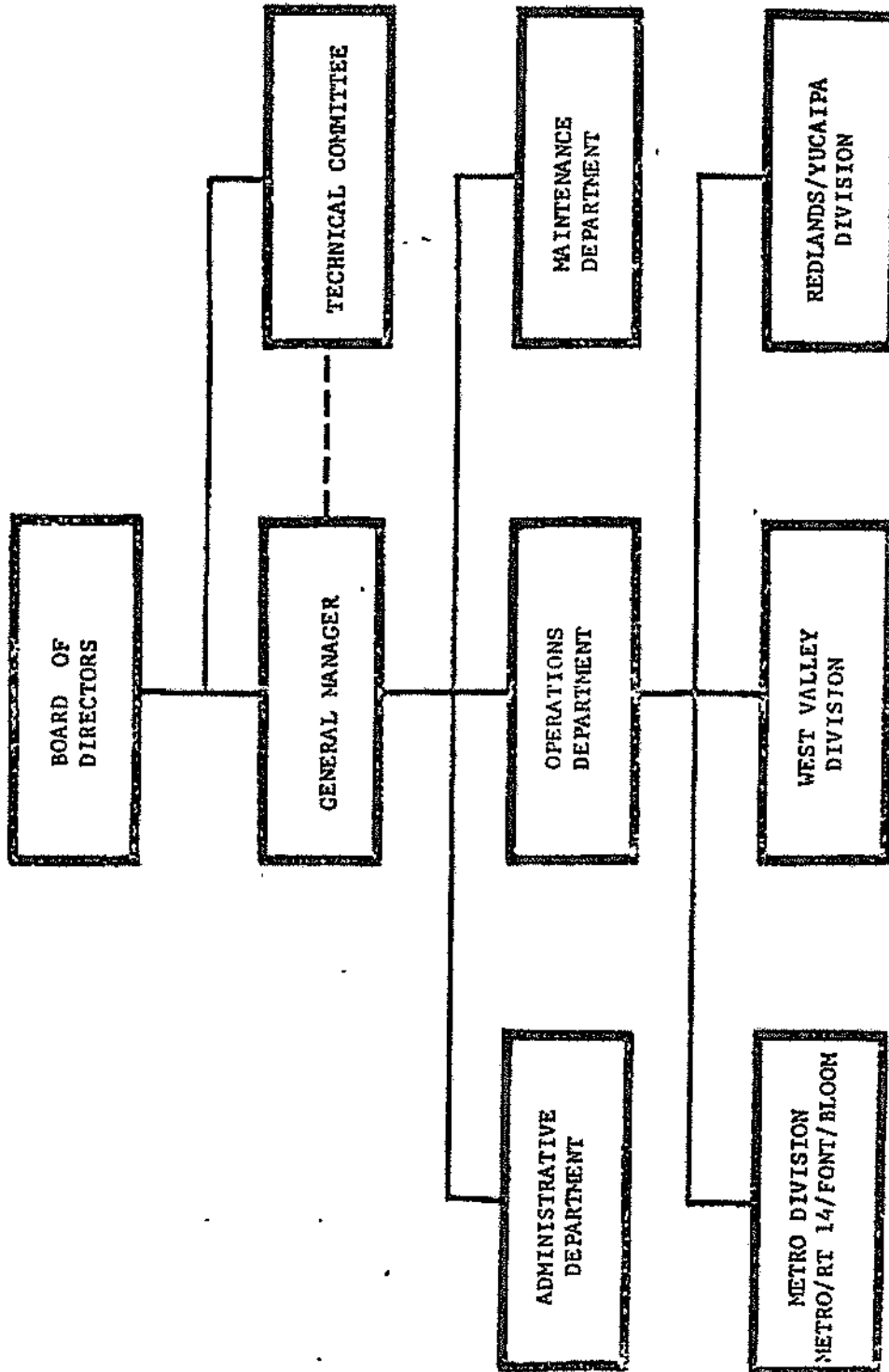


EXHIBIT "E"
RELATES TO SECTION 10, PAGE 11
PROPOSED FOR DELETION

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

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

WITNESSETH:

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

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

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

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

SECTION 1. PURPOSE.

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

SECTION 2. CREATION OF AUTHORITY.

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

SECTION 3. GOVERNING BOARD.

A. Membership.

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

B. Voting.

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

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

C. Meetings.

(1) Regular Meetings.

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

(2) Ralph M. Brown Act.

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

(3) Minutes.

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

D. Officers.

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

E. Functions.

The Board of Directors shall perform the following functions:

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

SECTION 4. POWERS.

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

- (1) Sue and be sued;
- (2) Employ agents and employees and contract for professional services;

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

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

SECTION 5. FISCAL YEAR.

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

SECTION 6. FINANCIAL SUPPORT.

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

The TDA provides two funding sources:

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

SECTION 7. CHIEF EXECUTIVE OFFICER.

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

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

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

SECTION 8. TREASURER.

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

SECTION 9. CONTROLLER.

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

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

There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Board of Directors on a quarterly basis, unless otherwise required by the Board of Directors.

Books and records of the Authority shall be open to inspection at all times during normal business hours by any representative of a member of the Board of Directors, or by any accountant or other person authorized by a member of the Board of Directors to inspect said books or records.

SECTION 10. BUDGET AND ACCOUNTING.

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

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

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

SECTION 11. PARTIES' LIABILITY.

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

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

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

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

SECTION 12. ASSIGNABILITY.

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

SECTION 13. ADDITIONAL PARTIES.

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

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

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

SECTION 14. TERM.

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

SECTION 15. WITHDRAWAL OF PARTY.

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

SECTION 16. DISSOLUTION PROCEDURES.

A. General Provision.

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

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

be selected and appointed by the Board of Directors, and those referees shall appoint a neutral referee.

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

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

SECTION 17. PARTIAL INVALIDITY.

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

SECTION 18. SUCCESSORS.

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

SECTION 19: MULTIPLE COUNTERPARTS.

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

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

Dated: _____

COUNTY OF SAN BERNARDINO

ATTEST:

Clerk of the Board Laura Welch

Chairman, Board of Supervisors James Ramos

Dated: _____

CITY OF CHINO

ATTEST:

City Clerk Angela Robles

Mayor Dennis R. Yates

Dated: _____

CITY OF CHINO HILLS

ATTEST:

City Clerk Cheryl Balz

Mayor Cynthia Moran

Dated: _____

CITY OF COLTON

ATTEST:

City Clerk Carolina R. Padilla

Mayor Richard A. DeLaRosa

Dated: _____

CITY OF FONTANA

ATTEST:

City Clerk Tonia Lewis

Mayor Aquanetta Warren

Dated: _____

CITY OF GRAND TERRACE

ATTEST:

City Clerk Pat Jacquez-Nares

Mayor Darcy McNaboe

Dated: _____

CITY OF HIGHLAND

ATTEST:

City Clerk Betty Hughes

Mayor Larry McCallon

Dated: _____

CITY OF LOMA LINDA

ATTEST:

City Clerk Pamela Byrnes-O'Camb

Mayor Rhodes Rigsby

Dated: _____

CITY OF MONTCLAIR

ATTEST:

Deputy City Clerk Andrea M. Phillips

Mayor Paul M. Eaton

Dated: _____

CITY OF ONTARIO

ATTEST:

City Clerk Mary E. Wirtes

Mayor Paul S. Leon

Dated: _____

CITY OF RANCHO CUCAMONGA

ATTEST:

City Clerk Janice C. Reynolds

Mayor L. Dennis Michael

Dated: _____

CITY OF REDLANDS

ATTEST:

City Clerk Sam Irwin

Mayor Paul W. Foster

Dated: _____

CITY OF RIALTO

ATTEST:

City Clerk Barbara A. McGee

Mayor Deborah Robertson

Dated: _____

CITY OF SAN BERNARDINO

ATTEST:

City Clerk Georgeann Hanna

Mayor R. Carey Davis

Dated: _____

CITY OF UPLAND

ATTEST:

Deputy City Clerk Debbi Covington

Mayor Ray Musser

Dated: _____

CITY OF YUCAIPA

ATTEST:

City Clerk Jennifer Shankland

Mayor Dennis Hoyt

ITEM # _____ F3 _____

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: REDLANDS PASSENGER RAIL PROJECT

FORM MOTION

Authorize the CEO/General Manager to begin negotiations with the San Bernardino Associated Governments (SANBAG) to provide Maintenance of Equipment and Rail Operations services for the Redlands Passenger Rail Project.

BACKGROUND

The Final Redlands Passenger Rail Project Operations/Maintenance and Vehicle Report concluded in July 2015. After a quantitative review, estimating annual operations and maintenance costs and taking into account additional full time employees that would be needed to manage the new Redlands Passenger Rail Project (RPRP) service, the Report concluded that Omnitrans was the best fit as the managing agency of the Maintenance of Equipment and Rail Operations. This was primarily due to Omnitrans' existing experience with passenger transit operations, their ability to integrate transit service with RPRP service in the operational area, and allowing the prioritization of funding between transit and rail within one organization.

On November 4, 2015, the SANBAG Board of Directors authorized its Executive Director (or designee) to begin negotiations with Omnitrans to provide Maintenance of Equipment and Rail Operations services for the Passenger Rail Project (RPRP).

SANBAG is working on an agreement to solidify the relationship, which is tentatively scheduled to be brought before both the Omnitrans and SANBAG Board of Director in the fall of 2016.

FUNDING SOURCE

There is no financial impact to the Fiscal Year 2016 budget. Projected costs related to this action will be incorporated in the negotiation discussion.

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

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 4 – San Bernardino Transit Center

CONCLUSION

Approval of the recommended action will allow Omnitrans CEO/General Manager to enter into discussions with SANBAG in developing the agreement for Omnitrans' role in the Redlands Passenger Rail Project.

PSG

ITEM # F4

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Don Walker, Director of Finance

SUBJECT: ADOPT RESOLUTION NO. 288-16 DECLARING OMNITRANS' RANCHO CUCAMONGA PROPERTY SURPLUS AND AUTHORIZE THE SALE BY PUBLIC AUCTION

FORM MOTION

Adopt Resolution No. 288-16, declaring Omnitrans' Rancho Cucamonga Property Surplus and authorize the sale by public auction.

BACKGROUND

On October 1, 2014, Omnitrans Board of Directors authorized the Chief Executive Officer/General Manager to proceed with the disposition of the 28.8 acre property located in Rancho Cucamonga, California (Mid-Valley). Additionally, the Board of Directors approved a professional services agreement between Omnitrans and the San Bernardino County Real Estate Services Department (RESA) for disposition of the property.

Since declaring the Rancho Cucamonga Property as surplus and authorizing the sale by public action, there were two (2) unsuccessful attempts to sell the property.

At the first auction, Hillwood Investment Properties, Ontario, CA, submitted a final oral bid in the amount of \$25,750,000. After months of negotiations, and extending the due diligence period by an additional 45 days, Hillwood elected to terminate the Purchase and Sale Agreement and cancel the Escrow.

At the second auction, DCT Arrow LLC, Wilmington, DE Industrial, submitted a bid \$25,054,605.58. On the last day of the 45-day due diligence period, DCT requested an additional 30-day extension. The extension was denied, and the contract was terminated. Omnitrans retained the \$130,100 non-refundable deposit, and the remaining deposit was returned to DCT.

As a result of the cancellation of the contract with DCT Arrow LLC, on January 6, 2016, the Board of Directors directed Omnitrans to put the property out to auction for a third time.

Based on advice of both Legal Counsel and the County of San Bernardino Real Estate Services Department, the following revised contract language is recommended:

- 1) Deposit A: \$2,000,000 – becomes non-refundable after the expiration of the due diligence period (applicable to the purchase price).
- 2) Deposit B: \$250,100 – becomes non-refundable immediately upon acceptance of the bid (includes \$100 independent consideration).
- 3) 12 month entitlement period with an option to extend an additional 6 months upon payment of \$350,000 (non-refundable and applicable to the purchase price). This extension is subject to mutual agreement.

Prior to the sale of the property at public auction, a resolution must be adopted by the Omnitrans Board of Directors declaring the property as surplus, and authorizing its sale. The County of San Bernardino's RESD will advertise the property for sale at auction.

Adoption of this resolution will set the new public auction date for Wednesday, March 16, 2016 at 11:00 a.m. in the Joshua Room, located on the first floor of the County Government Center.

FUNDING SOURCE

The cost associated with the RESD for disposition of the property is budgeted in the Administration Department's Operating Budget as follows:

Department	1300
Expenditure Code	503990

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

Short Range Transit Plan/Strategic Initiative Supported – This item supports Strategic Initiative 3 West Valley Connector Corridor as the majority of the proceeds from the sale will be dedicated to implementation of the West Valley Connector.

CONCLUSION

Adoption of the resolution will allow the County RESD to advertise the property for sale at auction.

PSG:DW

Attachment: Resolution No. 288-16

RESOLUTION NO. 288-16

RESOLUTION DECLARING PROPERTY SURPLUS AND AUTHORIZE THE SALE BY PUBLIC AUCTION

WHEREAS, the below referenced property was acquired for public purposes and is no longer necessary to be retained for the uses and purposes of Omnitrans:

Approximately 28.73 gross acres of land located at 12400 Arrow Route in the City of Rancho Cucamonga.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors for Omnitrans hereby declares their intention to sell, exchange, or convey said parcel pursuant to Government Code Sections 37350 et seq. and Government Code 54220 et seq. and San Bernardino Municipal Code 2.65.010 et seq., and directs the County of San Bernardino Real Estate Services Department to dispose of said parcels in accordance with the terms set forth below:

<u>PUBLIC AUCTION</u>	<u>MINIMUM BID</u>	<u>DEPOSITS WITH BIDS</u>
Sell 28.73 gross acres at public auction APNs: 0229-021-60	\$21,300,000.00	Deposit A: \$2,000,000.00 Deposit B: \$ 250,100.00

MINIMUM ACCEPTABLE TERMS:

- 1) All bids will require (a) a deposit in the form of a cashier's or certified check in the amount of \$2,000,000.00 ("Deposit A"), and (b) a deposit in the form of a cashier's or certified check in the amount of \$250,100 ("Deposit B"). Deposit A and Deposit B are referred to herein, collectively, as the "Deposit."
- 2) The successful bidder will be required to execute and deliver to Omnitrans a purchase and sale agreement within three (3) business days of delivery to successful bidder by Omnitrans of an execution copy of the purchase and sale agreement in substantially the form provided to each bidder and attached hereto as Exhibit "A".
- 3) The Entitlement Period of twelve (12) months to commence upon the opening of escrow.
- 4) The Buyer may be granted one (1) six (6) month option to extend the Entitlement Period upon the mutual written agreement of Buyer and Omnitrans and payment of \$350,000. The payment will be non-refundable and applicable to the purchase price.
- 5) Deposit B of the successful bidder will become non-refundable upon a determination of the successful bidder at the public auction and the successful bidder will acknowledge in writing that the deposit is non-refundable. The Deposit will be returned to the successful bidder only upon a default by Omnitrans under the purchase and sale agreement less \$100 as independent contract consideration as set forth in the purchase and sale agreement.
- 6) The close of escrow shall occur no later than thirty (30) days following the expiration of the Entitlement Period.

Oral bids will be considered in accordance with California Government Code Section 25531, as follows:

“Before accepting any written proposal, the board shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to purchase the property ... upon the terms and conditions specified in the resolution for a price ... exceeding by at least 5 percent, the highest written proposal which is made by a responsible person, such highest oral bid shall be finally accepted.”

All bids will require the deposits described herein above in the form of a cashier's or certified checks. The purchase price is to be paid in cash. The auction shall take place at the County of San Bernardino Government Center, 385 N. Arrowhead Avenue, San Bernardino on Wednesday, March 16, 2016, at 11:00 a.m.

Final acceptance of any bid will be subject to the Board of Directors approval. The Board of Directors reserves the right to reject any and all bids and may withdraw the property from sale.

The CEO/General Manager of Omnitrans is hereby authorized to execute and deliver any and all documents, including the Purchase and Sale Agreement, necessary to effectuate the transactions contemplated herein.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Omnitrans Board of Directors, at their regular meeting held on the 3rd day of February, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Sam Spagnolo, Chair
Omnitrans Board of Directors

P. Scott Graham, CEO/General Manager
Secretary, Omnitrans Board of Directors

Approved as to form:

Carol Greene
Legal Counsel for Omnitrans

**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
FOR AUCTION SALES**

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is dated as of _____ 2016 and is entered into by and between Omnitrans, a joint powers authority ("OMNITRANS") and _____ ("BUYER")

RECITALS

A. OMNITRANS is the owner of the fee simple interest in that certain real property (APN 0229-021-60) located at 12400 Arrow Route in the City of Rancho Cucamonga consisting of approximately 28.73 gross acres of vacant land as shown on Exhibit "A" Legal Description and referenced as (the "Property").

B. BUYER, the highest bidder, in accordance with California Government Code Section 25531, "Oral Bids", is able to acquire from OMNITRANS, the property located at 12400 Arrow Route in the City of Rancho Cucamonga (APN 0229-021-60) for the highest bid price of \$_____.

C. OMNITRANS has determined that the Property is surplus to its needs, and is authorized to sell all or a portion of the property to BUYER for the highest bid in accordance with California Government Code Sections 37350 et seq, 54220 et seq and San Bernardino City Municipal Code Section 2.65.010 et seq.

D. OMNITRANS and BUYER agree that the value set by the highest bid on the Property is \$_____ and BUYER agrees the purchase of the property is **AS-IS**.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, OMNITRANS and BUYER hereby agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, OMNITRANS hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of OMNITRANS in and to the Property (the "Transaction").

The Property will be conveyed to BUYER when the Purchase Price is paid in full in accordance with this Agreement.

Section 3. Consideration.

As a condition to OMNITRANS's performance hereunder, BUYER shall pay to OMNITRANS total consideration in the amount of _____ (\$_____) ("Purchase Price") for the Property. As part of the auction for the Property, BUYER has deposited with Omnitrans the amount of TWO MILLION AND 00/100 DOLLARS (\$2,000,000) ("Deposit A") and BUYER has deposited with Omnitrans the amount of TWO HUNDRED FIFTY THOUSAND ONE HUNDRED AND 00/100

DOLLARS (\$250,100.00) ("Deposit B"). Deposit A and Deposit B are referred to herein, collectively, as the "Deposit." A portion of the Deposit, in the amount of One Hundred Dollars (\$100.00), will be referred to herein as the "Independent Contract Consideration" and, notwithstanding anything to the contrary contained herein, will not be refundable to the BUYER. From and after the effective date, in the event the transaction contemplated hereby is consummated, the Deposit shall be credited against BUYER's payment obligations hereunder. The Deposit shall be subject to refund to BUYER, or retention by OMNITRANS, on the terms and conditions of this Agreement.

Section 4. BUYER's Option of Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, Title Policy (as defined in Section 8, below), documentary stamps and recording fees are to be paid by BUYER.

(b) The transfer and sale of the Property shall take place through escrow (the "Escrow"), and such Escrow shall be administered by Fidelity National Title, 3237 E. Guasti Rd., Ste. 105, Ontario, CA 91761, Attn: Janette DeLap (Phone: 909- 569-0225) ("Escrow Holder"). The Escrow for the Property shall be deemed open ("Opening of Escrow") upon the receipt by the Escrow Holder of a copy of this Agreement executed by OMNITRANS and BUYER. OMNITRANS and BUYER shall each execute this Agreement and open escrow within seven (7) days after approval of this Agreement by the OMNITRANS's Board of Directors. The date of Opening of Escrow shall be memorialized by Escrow Holder in writing delivered to the parties.

(c) While held by OMNITRANS, the Deposit shall be held in a non-interest bearing account. Within three (3) business days of the Opening of Escrow, OMNITRANS shall deliver the Deposit to the Escrow Holder for deposit in an interest-bearing account and interest accruing thereon shall be added to and will become a part of the Deposit, for the account of BUYER. A portion of the Deposit, in the amount of One Hundred Dollars (\$100.00), will be referred to herein as the "Independent Contract Consideration" and notwithstanding anything to the contrary contained herein, will not be refundable to the BUYER. From and after the effective date of this Agreement, in the event the Transaction contemplated hereby is consummated, the Deposit shall be credited against BUYER's payment obligations hereunder. The Deposit shall be subject to refund to BUYER, or retention by OMNITRANS, on the terms and conditions of this Agreement.

(d) If this Agreement is terminated or Escrow is cancelled as a result of a default by OMNITRANS, then OMNITRANS shall be solely responsible to the Escrow Holder for payment of all customary and reasonable escrow cancellation charges to the Escrow Holder without further or separate instruction to the Escrow Holder. If this Agreement is terminated or Escrow is cancelled for any reason other than OMNITRANS' default, then BUYER shall be solely responsible for the payment of all customary and reasonable escrow cancellation charges to the Escrow Holder without further or separate instruction to the Escrow Holder.

Section 5. Entitlement Period

(a) OMNITRANS covenants and agrees that OMNITRANS will reasonably cooperate with BUYER in connection with the processing by BUYER of the entitlements deemed necessary by BUYER for the development of the Property during escrow. OMNITRANS acknowledges that such cooperation shall include whatever actions may be reasonably necessary or helpful to enable BUYER to process its entitlements. Such entitlements to be processed by BUYER shall

include, without limitation, the processing of an amendment to the general plan covering the Property, zone change, a tentative subdivision map, a final subdivision map, an environmental impact report, associated development permits and related permits and approvals (collectively "Entitlements"). Such cooperation shall include facilitating BUYER in entering into development agreements, investigating public financing and forming special improvement districts, executing, as may be requested by the City of Rancho Cucamonga or any other governmental agency having jurisdiction over the Property, applications, permits or approvals required for the submittal of the Entitlements and, if applicable, executing the final map, if requested by BUYER, and providing BUYER and BUYER's agents, employees and independent contractors access to the Property to perform any investigations or tests necessary for the processing of such Entitlements. The parties acknowledge that the intent of this provision is that OMNITRANS will cooperate with BUYER and participate in such meetings if the City of Rancho Cucamonga or other governmental agencies require the owner of the Property to be in attendance at such meetings. To the extent such attendance is required; BUYER will use reasonable efforts to provide OMNITRANS with advance notice and to schedule such meetings at a time which is reasonably acceptable to OMNITRANS. Upon submittal of any such applications, permits, deeds or maps to OMNITRANS, OMNITRANS shall, no later than seven (7) days after delivery of such documents, deliver the same to BUYER.

- (b) As used in this Agreement, the term "Entitlement Period" shall refer to a period of time to expire at 5:00 p.m., Pacific Time, on the date which is twelve (12) months from the Opening of Escrow to allow the BUYER the opportunity to investigate the condition and suitability of the Property for BUYER's intended use. In the event BUYER finds the Property unsatisfactory for any reason, at its sole discretion, BUYER shall notify OMNITRANS and Escrow Holder in writing prior to the expiration of the Entitlement Period and, thereafter, OMNITRANS and BUYER shall have no further obligation to each other, Escrow shall be cancelled and this Agreement shall automatically terminate on the date of such election and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement; **PROVIDED HOWEVER THAT DEPOSIT A (INCLUDING INTEREST ACCRUED THEREON) SHALL BE RETURNED TO BUYER AND BUYER SHALL PAY ESCROW CANCELLATION CHARGES; AND PROVIDED FURTHER THAT DEPOSIT B (INCLUDING INTEREST ACCRUED THEREON) SHALL BE RETAINED BY OMNITRANS.** BUYER's failure to give written notice of termination to OMNITRANS on or before the expiration of the Entitlement Period shall constitute an election by BUYER to waive the termination right contemplated under this Section 5 and proceed with this Agreement, subject to all the other terms and conditions of this Agreement.
- (c) The parties may mutually agree to extend the Entitlement Period up to an additional six (6) months in exchange for the BUYER's one-time payment of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Extension Consideration") payable to OMNITRANS. The Extension Consideration shall become non-refundable upon payment and in no event shall it be returned to BUYER. It shall be deposited into escrow and shall be applied toward the purchase price in the event that escrow closes and shall be retained by OMNITRANS in the event that escrow does not close.

Section 6. Close of Escrow.

As used herein, "Close of Escrow" means and refers to the close of Escrow for the Property and the transfer of fee title to the Property by OMNITRANS to the BUYER pursuant to grant deed in the form of Exhibit "B" attached hereto (the "Deed". The Close of Escrow shall take place on the Closing Date. The "Closing Date" shall mean the date on which the conditions set forth in this Agreement for the Close of Escrow for the transfer of the Property have been satisfied, and the Deed is recorded by the Escrow Holder. The Property shall be transferred to BUYER at the Close of Escrow, provided that within the periods of time set forth in this Agreement: (i) BUYER has not terminated this Agreement, (ii) BUYER has accepted the Deed, and (iii) all other conditions of the Close of Escrow set forth in this Agreement have been met and BUYER has paid, or caused to be paid to the Escrow Holder all applicable Escrow costs relating to such closing. The Close of Escrow shall occur on a date designated by BUYER (on advance notice to OMNITRANS) no later than thirty (30) days after the expiration of the Entitlement Period unless otherwise extended by both parties.

Section 7. Escrow Instructions.

OMNITRANS and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling.

Section 8. Conveyance of Title.

On or before the Close of Escrow, OMNITRANS shall deliver to the Escrow Holder the Grant Deed, duly executed and acknowledge by OMNITRANS. The Escrow Holder shall be instructed to record the Deed in the Official Records of San Bernardino County, California, if and when the Escrow Holder holds the funds for OMNITRANS as set forth herein and can obtain for BUYER an ALTA owner's extended coverage policy of title insurance ("Title Policy") issued by Any Reliable Title Company or a title company of BUYER's choice (the "Title Company") with liability in an amount equal to the Purchase Price together with such endorsements to the policy as may be reasonable requested by BUYER, insuring that fee title to the Property is vested in BUYER, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to:

- (1) non-delinquent real property taxes;
- (2) dedication of streets abutting the Property;
- (3) zoning ordinances;
- (4) utility easements common to any subdivision of which the Property is a part; and
- (5) such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow in accordance with the provisions of this Agreement.

Section 9. Inspections and Review.

(a) BUYER shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in an **“AS IS,” “WHERE IS” and “SUBJECT TO ALL FAULTS” condition.** BUYER hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by OMNITRANS, any employee, official or consultant of OMNITRANS relating to the condition of the Property. OMNITRANS makes no representations or warranties as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance. Furthermore, to the extent that OMNITRANS has provided BUYER with information relating to the condition of the Property, OMNITRANS makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information

(b) From and after the Close of Escrow, BUYER, on behalf of itself and its successors, waives and releases OMNITRANS and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the Close of Escrow: (i) the physical condition of the Property or any above ground or underground improvements thereon, (ii) the condition of the soils, (iii) the suitability of the soils for the improvement of any proposed project, or (iv) any law or regulation applicable thereto.

(c) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 9 without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY, AFFECTED HIS OF HER SETTLEMENT WITH THE DEBTOR.”

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as Well as under any other statutes or Common law principles of similar effect.

Initials of BUYER: _____

(d) The provisions of this Section 9 shall survive the Close of Escrow, and shall be binding upon BUYER.

(e) OMNITRANS shall assist and cooperate with BUYER in endeavoring to remove title exceptions unacceptable to BUYER, but OMNITRANS shall have no obligation to cause such objections to be removed or to expend any sums in such endeavor, except that OMNITRANS shall remove all monetary liens and encumbrances created by or as a result of OMNITRANS' activities.

(f) OMNITRANS covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interests.

(g) OMNITRANS also covenants not to authorize or permit others to take any action that adversely affects the physical condition of the Property or its soils.

Section 10. Closing Costs, Prorations, Possession.

(a) BUYER shall pay the premium for the ALTA extended coverage Title Policy, cost of procuring a survey and all requested ALTA survey policy endorsements, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to BUYER.

(b) BUYER shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) BUYER shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow.

(d) All prorations shall be made in accordance with customary practice in San Bernardino County, except as otherwise expressly provided in this Agreement. All prorations shall be on an "actual day" basis and a three hundred sixty-five (365) day year.

Section 11. Representations and Warranties.

(a) OMNITRANS hereby makes the following representations, covenants and warranties:

(1) Power and Authority. OMNITRANS has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the Transaction contemplated hereby.

(2) Requisite Action. OMNITRANS has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of OMNITRANS have been duly authorized to so act on behalf of OMNITRANS and this Agreement and any such instrument or document is valid and legally binding on OMNITRANS and enforceable against OMNITRANS in accordance with their respective terms.

(4) No Litigation. There is no pending or, to the best of OMNITRANS's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by OMNITRANS of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement, document, instrument or other obligation to which OMNITRANS is a party or by which OMNITRANS may be bound or a breach or violation under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to OMNITRANS, the Property or the Transaction contemplated hereby.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Close of Escrow hereunder, OMNITRANS will continue to manage, operate and maintain the Property in the same manner as existed prior to the execution of this Agreement.

(7) Contracts. There are no contracts or agreements to which OMNITRANS is a party relating to the operation, maintenance, development, improvement or ownership of the Property which will survive the Close of Escrow.

All representations and warranties contained in this Section 11(a) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

(b) Warranties and Representations by BUYER. BUYER hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by OMNITRANS has been made in material reliance by OMNITRANS on such covenants, representations and warranties:

(1) BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the Transaction contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

(2) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(4) Neither the execution of this Agreement nor the consummation of the Transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or a breach or violation under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

All representations and warranties contained in this Section 11(b) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

Section 12. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 13. Nonliability of Officials and Employees.

No officer, official or employee of OMNITRANS shall be personally liable to BUYER, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 14. Indemnification.

BUYER agrees to indemnify and hold OMNITRANS and its officers, employees and agents harmless from and against all damages, judgments, costs, expenses and attorney's fees arising from or related to any act or omission of BUYER in performing its obligations hereunder, including such that arise as the result of BUYER's investigations of the Property. OMNITRANS shall give BUYER written notice of the occurrence of a claim, litigation or other matters for which OMNITRANS seeks indemnity under this Section as promptly as practicable following OMNITRANS knowledge of the occurrence of such matter and OMNITRANS shall reasonably cooperate with BUYER in the defense of any such claim or matter and shall not take any action that would adversely affect BUYER's defense of such matter.

Section 15. Default.

(a) Default by BUYER; Limitation on Liability; Liquidated Damages.
IF BUYER REFUSES OR FAILS TO CONSUMMATE THE CLOSE OF ESCROW UNDER THIS AGREEMENT FOR ANY REASON OTHER THAN: (I) THE FAILURE OF AN EXPRESS CONDITION PRECEDENT TO BUYER'S OBLIGATION TO CLOSE, OR (II) ANY OTHER EXPRESS RIGHT OF BUYER SET FORTH IN THIS AGREEMENT TO TERMINATE THIS AGREEMENT, AND IF BUYER FAILS TO CURE ANY SUCH FAILURE TO COMPLETE THE CLOSE OF ESCROW WITHIN TEN (10) DAYS FOLLOWING RECEIPT OF A WRITTEN NOTICE FROM OMNITRANS INDICATING THE NATURE OF ANY DEFAULT ON THE PART OF BUYER, OMNITRANS SHALL THEN RETAIN THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON. THE PARTIES HAVE AGREED THAT OMNITRANS' ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. OMNITRANS AND BUYER AGREE THAT THE DEPOSIT IS A FAIR AND REASONABLE AMOUNT TO BE RETAINED BY OMNITRANS AS AGREED AS LIQUIDATED DAMAGES IN LIGHT OF OMNITRANS' REMOVAL OF THE PROPERTY FROM THE MARKET AND THE COSTS INCURRED BY OMNITRANS, AND SHALL NOT CONSTITUTE A PENALTY OR A FORFEITURE. OMNITRANS MAY ALSO BRING AN ACTION FOR SPECIFIC PERFORMANCE, PROVIDED, HOWEVER, THAT ANY SUCH ACTION FOR SPECIFIC PERFORMANCE SHALL BE FILED AND SERVED ON BUYER WITHIN THIRTY (30) DAYS OF THE

DATE OF THE ALLEGED BUYER'S DEFAULT, IT BEING THE INTENT OF THE PARTIES HERETO THAT ANY FAILURE OF OMNITRANS TO MEET THE TIME DEADLINE SET FOR FILING SHALL BE DEEMED TO BE OMNITRANS' ELECTION TO WAIVE AND RELINQUISH ANY RIGHTS TO ENFORCE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: Seller: _____ Buyer: _____

(b) Default By Seller; Other Failure To Consummate Agreement. IN THE EVENT OF ANY DEFAULT BY ON THE PART OF OMNITRANS UNDER THIS AGREEMENT, WHICH OMNITRANS FAILS TO CURE WITHIN TEN (10) DAYS FOLLOWING RECEIPT OF A WRITTEN NOTICE FROM BUYER INDICATING THE NATURE OF ANY DEFAULT ON THE PART OF OMNITRANS, BUYER SHALL HAVE THE RIGHT, IN BUYER'S SOLE DISCRETION AND AS ITS SOLE AND ONLY REMEDIES HEREUNDER TO THE EXCLUSION OF ALL OTHER POTENTIAL REMEDIES, TO EITHER (I) TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON (LESS THE INDEPENDENT CONTRACT CONSIDERATION) IN WHICH EVENT THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT; or (II) BRING AN ACTION FOR SPECIFIC PERFORMANCE, PROVIDED, HOWEVER, THAT ANY SUCH ACTION FOR SPECIFIC PERFORMANCE SHALL BE FILED AND SERVED BY BUYER WITHIN THIRTY (30) DAYS OF THE DATE OF THE ALLEGED OMNITRANS' DEFAULT, IT BEING THE INTENT OF THE PARTIES HERETO THAT ANY FAILURE OF BUYER TO MEET THE TIME DEADLINE SET FOR FILING SHALL BE DEEMED TO BE BUYER'S ELECTION TO WAIVE AND RELINQUISH ANY RIGHTS TO ENFORCE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

INITIALS: Seller: _____ Buyer: _____

Section 16. Successor and Assigns. BUYER will not assign its rights, duties or obligations under this Agreement without the prior written consent of SELLER, which consent SELLER may grant or withhold in its sole and absolute discretion. For purposes hereof, any sale or transaction hereinafter involving a transfer of fifty percent (50%) or more of the equity/ownership interests in BUYER will be deemed an assignment. Notwithstanding the foregoing, and subject to any permitted assignee's ability to represent, warrant and certify those matters contained in Section 11(b), BUYER will have the right, after giving written notice to SELLER, to assign this Agreement to an entity which is affiliated with and controlled by BUYER. For the purpose of the preceding sentence, "affiliated with and controlled by BUYER" means an ownership or equity interest of greater than fifty percent (50%) in such entity by BUYER, with BUYER having the authority to direct the actions of such entity. Such written notice will include the name and address of such entity and will set forth, as applicable, all shareholders, officers, general partners, managing members or similar agents exercising managerial authority over the entity. Any such assignee entity will assume all duties and obligations of

BUYER pursuant to this Agreement; however, any such assignment of BUYER's interest in this Agreement will not relieve BUYER of any duties, obligations or liabilities hereunder.

Section 17. Exchange. A party (the "Exchanging Party") may structure this transaction as a like kind exchange under Internal Revenue Code Section 1031 (an "Exchange") at such party's sole cost and expense. The other party (the "Cooperating Party") shall reasonably cooperate therein provided that (i) the Closing Date shall in no event be delayed as a result of, or conditioned upon, such party's Exchange, (ii) the Cooperating Party shall incur no additional costs, expenses or liabilities in connection with the Exchanging Party's Exchange, (iii) the Cooperating Party shall not be required to take title to or contract for the purchase or sale of any other property, (iv) the Exchanging Party shall remain fully liable and shall not be relieved of any duties, obligations or liabilities hereunder, and (v) the Exchanging Party shall indemnify, defend and hold the Cooperating Party harmless from and against any and all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by the Cooperating Party relating to or arising out of the Cooperating Party's participation in such Exchange. If the Exchanging Party uses a qualified intermediary to effectuate the Exchange, any assignment of the rights or obligations of the Exchanging Party hereunder shall not relieve, release or absolve the Exchanging Party of its duties, obligations or liabilities to the Cooperating Party and hereunder. The Exchanging Party shall give written notice to the Cooperating Party not less than ten (10) business days prior to the Closing Date if it desires to effectuate an Exchange. In the event both Purchaser and Seller elect to structure this transaction as an Exchange, each shall be an "Exchanging Party" as to its Exchange and a "Cooperating Party" as to the Exchange of the other party.

Section 18. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

Section 19. Additional Agreements; Further Assurances.

Each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective the Transaction, provided, however the execution and delivery of such documents shall not result in any additional liability or cost to the executing party.

Section 20. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the sections and paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

(d) Unless otherwise indicated, references in this Agreement to Sections, paragraphs, clauses and exhibits are to the same contained in or attached to this Agreement and all attachments referenced in this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Section.

Section 21. Approval.

(a) Board of Directors. This agreement is subject to, and will have no force or effect until and unless first approved by the OMNITRANS Board of Directors.

(b) Administrative Approvals. Following its approval by the Board of Directors, this Agreement shall be administered by the Chief Executive Officer/General Manager of OMNITRANS ("CEO") or his or her designee. Except where the terms of this Agreement expressly require the approval of a matter or the taking of any action by the Board of Directors, any matter to be approved by the OMNITRANS shall be deemed approved, and any action to be taken by the OMNITRANS shall be deemed taken, upon the written approval by the CEO (or designee). The CEO or designee shall have the authority to issue interpretations with respect to this Agreement and to determine whether any action requires the approval of the Board of Directors.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
As of the dates set forth below

BUYER :

By: _____

Date: _____

Its _____

By: _____

Date: _____

Its _____

SELLER:

OMNITRANS, a joint powers authority

By: _____

Date: _____

Sam Spagnolo, Chair
Omnitrans Board of Directors

By: _____

Date: _____

P. Scott Graham, CEO/General Manager
Secretary, Omnitrans Board of Directors

Approved as to Legal Form:

By: _____

Date: _____

Carol Greene
Legal Counsel for Omnitrans

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EXHIBIT "A"

LEGAL DESCRIPTION

That certain real property located in the city of Rancho Cucamonga, County of San Bernardino, State of California, more particularly described as follows:

That portion of the northwest $\frac{1}{4}$ of section 8, township 1 south, range 6 west, San Bernardino base and meridian, according to the official plat of said land, described as follows:

Commencing at the southeast corner of the northwest $\frac{1}{4}$ of said section 8; thence north 30 chains, thence west 20 chains, thence south 30 chains, thence east 20 chains to the point of beginning.

Excepting therefrom all that portion lying northwesterly of the southeasterly line of the state highway as established in that certain final order of condemnation, a certified copy of which was recorded February 13, 1975 in Book 8615, page 992, official records.

Also excepting therefrom all that portion conveyed to Southern Surplus Realty Co., a California corporation, by deed recorded October 2, 1973 in Book 8279, page 59, official records.

Also excepting therefrom a triangular shaped parcel, being a portion of the northwest $\frac{1}{4}$ of section 8, township 1 south, range 6 west, San Bernardino base and meridian, bounded on the east by the east line of the northwest $\frac{1}{4}$ of said section 8, bounded on the northwest by the southeasterly line of the state highway (Devore Freeway) as established by final order of condemnation, a certified copy of which was recorded February 13, 1975 in book 8615, page 992, official records of San Bernardino County, and bounded on the south by a line running easterly from the intersection of southeasterly line of the state highway, with the easterly line of that portion conveyed to Southern Surplus Realty Company, a California corporation, by deed recorded October 2, 1973 in book 8279, page 59, official records of San Bernardino County, to the southwest corner of the south $\frac{1}{2}$ of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said section 8.

EXHIBIT "B"

GRANT DEED

ITEM # F5

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: APPROVE AGREEMENT NO. 16-1001458 WITH SAN BERNARDINO
COUNTY TRANSPORTATION AUTHORITY– MEASURE I
CONSOLIDATED TRANSPORTATION SERVICES AGENCY FUNDS**

FORM MOTION

Approve Agreement No. 16-1001458 with the San Bernardino County Transportation Authority (SANBAG), in substantially the form attached, allocating Measure I Consolidated Transportation Services Agency (CTSA) funds to Omnitrans for operations of a Consolidated Transportation Services Agency to provide for the coordination of transit services for seniors and persons with disabilities, contingent upon approval of the agreement by the SANBAG Board of Directors.

The SANBAG Board of Directors will be taking action on this item at its February 3, 2016, Board Meeting, immediately following the Omnitrans Board Meeting. Copy of the SANBAG agenda item is attached.

BACKGROUND

On December 2, 2015, the Omnitrans Board of Directors accepted the designation by SANBAG as a Consolidated Transportation Services Agency for the Valley Measure I Subarea for a five-year term. At that time, it was assumed that the transition of operations from VTrans to Omnitrans would not become effective until the 2018 termination of VTrans' existing funding agreement with SANBAG. However, at its January 20, 2016 meeting, the VTrans Board took action to cease its CTSA services in the Valley area and terminate its contract with SANBAG.

As a result of this action, SANBAG's obligation to provide future transfers of Measure I Valley area CTSA funds to VTrans ceases, VTrans is obligated to transfer unobligated CTSA Funds and records to SANBAG, and perform such other acts as are convenient or necessary to ensure an orderly transfer of Measure I Valley area CTSA function to Omnitrans.

To ensure no loss of service to people served by the CTSA, SANBAG worked with Omnitrans to develop a funding agreement similar to the agreement SANBAG had with VTrans. The proposed CTSA funding agreement is attached and presented to the Board of Directors for approval.

CONCLUSION

Approval of the proposed Agreement will allow Omnitrans to receive funds from SANBAG for the operation of the CTSA as provided for in the Agreement. It should be noted that, if approved by the Omnitrans Board of Directors, staff will work with legal counsel to ensure the contract language, specifically related to Section 11, Insurance, is consistent with Omnitrans' insurance coverages.

PSG

CONTRACT NO. 16-1001458

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
OMNITRANS**

**Funding Operation of a consolidated transportation services agency to provide for the
coordination of transit services for seniors and persons with disabilities**

This Contract is made by and between San Bernardino County Transportation Authority ("SANBAG"), and Omnitrans ("Omnitrans").

RECITALS

WHEREAS, in 2004, SANBAG adopted and the voters of San Bernardino County approved Ordinance No. 04-01 (Measure I) that provided for the imposition of a one-half of one percent retail transactions and use tax in San Bernardino County from April 1, 2010, to March 31, 2040, for transportation purposes;

WHEREAS, Measure I, which may be amended in accordance with its terms, currently provides that 8% of Measure I revenue generated in the San Bernardino Valley subarea (Valley Measure I) shall fund Senior and Disabled Transit Service, and that included in this amount at least 2% of Valley Measure I revenue shall provide funding for a Valley Consolidated Transit Services Agency (CTSA); and

WHEREAS, on November 4, 2015, the San Bernardino County Transportation Commission approved Resolution 16-005 designating Omnitrans as a CTSA for the San Bernardino Valley.

NOW, THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

- 1. Purpose.** The purpose of this Contract is to provide for the allocation by SANBAG of Valley Measure I revenue for Ongoing Annual CTSA Programs (as defined below) to be administered and expended by Omnitrans in accordance with the terms of this Contract and Measure I (as defined below).
- 2. Definitions.** As used in this Contract, the following terms shall have the following meanings:
 - a. "Measure I" means San Bernardino County Transportation Authority Ordinance No. 04-01, as approved by the voters of San Bernardino County in 2004, which provides for the continued imposition of a one-half of one-percent (0.5%) retail transactions and use tax for local transportation purposes for thirty years, and the Transportation Expenditure Plan and Schedules attached to and

incorporated into Ordinance No. 04-01, as it may be amended from time to time in accordance with its own terms.

- b. “Measure I CTSA funds” means at least 2% of Valley Measure I revenues provided by SANBAG to a Valley CTSA for the CTSA purposes set forth in the Strategic Plan—Policy 40009.
- c. “Ongoing Annual CTSA Programs” means the Valley Senior and Disabled Transit (VSDT) Programs set forth in Strategic Plan—Policy 40009, that are funded with Measure I CTSA funds.
- d. “Qualified Expenditures” means those expenditures of Measure I CTSA funds for Ongoing Annual CTSA Programs consistent with all of the following: Measure I, the Strategic Plan, SANBAG’s approved guidelines for the use of Measure I funds, Omnitrans’ Short Range Transit Plan, and Omnitrans’ current annual budget. Subject to the required approvals under Section 3 below, these expenditures may include the operation costs and the capital needs of Omnitrans’ CTSA functions, including possible use as matching funds for capital purposes, cost-sharing agreements with other organizations for the provision of senior and disabled transportation services or other support of senior and disabled transportation functions of partner organizations.
- e. “Strategic Plan” means the Measure I 2010-2040 Strategic Plan as amended by SANBAG from time to time.
- f. “Valley Measure I revenue” means Measure I revenue collected from the San Bernardino Valley subarea as such subarea is defined in Measure I.

3. Revenue Allocation and Disbursement

- a. SANBAG shall allocate Measure I CTSA Funds to Omnitrans for the operation of the CTSA for the term of this Contract.
- b. (1) By March of every year, SANBAG shall provide an estimate of the amount of Measure I CTSA Funds to be allocated to Omnitrans for the next fiscal year starting July 1st for use by Omnitrans in budgeting. SANBAG shall have no liability or responsibility for the accuracy of the estimate. If the actual amount of Measure I CTSA Funds received in any fiscal year is less than the amount projected by SANBAG, SANBAG shall incur no liability to provide any additional funds to Omnitrans. Omnitrans shall bear full responsibility to adjust operating plans and/or expenditures to address the difference between projections and actual receipts.

(2) Except as otherwise provided herein, Measure I CTSA Funds shall be conveyed to monthly as a pass-through from SANBAG to Omnitrans based on actual Valley

Measure I revenue received. The pass-through payments shall equal 2% of the actual amount of Valley Measure I revenue received from the California State Board of Equalization (BOE) after deduction of a pro-rata share of the costs of collection, including the BOE's fees, and are subject to revenue corrections or adjustments as determined by the State. In no event shall Omnitrans be entitled to receive any Measure I CTSA Funds until after actual receipt by SANBAG.

(3) In the event that Measure I CTSA Funds exceeding the amounts required under the Measure I are provided to Omnitrans in error, SANBAG shall notify Omnitrans in writing of the error. Within 30 days of such notice, Omnitrans shall return such funds to SANBAG, or at SANBAG's sole discretion, or in the event Omnitrans fails to promptly return such funds after such notice, the amount of any overpayment may be deducted and withheld from one or more future payments to Omnitrans.

- c. Omnitrans agrees that Measure I CTSA Funds disbursed by SANBAG to Omnitrans shall be used or spent only for Qualified Expenditures.
- d. Prior to SANBAG's disbursement of Measure I CTSA Funds, Omnitrans will adopt a Short Range Transit Plan. It shall continue to be updated every two years and submitted to SANBAG for review and approval of the CTSA proposed budget and projects prior to the commencement of the next fiscal year. Not less than 60 days prior to the beginning of each fiscal year, Omnitrans shall submit to SANBAG its annual budget for CTSA services. SANBAG staff will review the use of Measure I revenue in the Omnitrans Budget for consistency with the latest approved Short Range Transit Plan, the Measure I Strategic Plan, and Measure I, and make a recommendation to the SANBAG Board of Directors concerning approval or disapproval. In the event that SANBAG staff determines that the budget is not consistent with the aforementioned documents, notice shall be given to Omnitrans in order to allow Omnitrans the opportunity to amend the budget to render it consistent. Failure to obtain SANBAG Board of Directors' approval of the budget shall be a material breach of this Contract. Any amendments to the budget during the fiscal year and involving the change in use of Measure I funds as outlined in the original budget shall be provided to SANBAG within 30 days of approval by the Omnitrans Board of Directors and subject to the same review and approval process. Changes to the budget involving only revenue sources other than Measure I CTSA Funds are not subject to this provision and shall not be the basis for a denial of approval by SANBAG's Board of Directors. In the event that Omnitrans fails to comply with the requirements of this paragraph or expends any Measure I CTSA Funds in any manner inconsistent with this Contract, SANBAG may withhold future funds until compliance is fully reinstated and demand repayment of any amounts improperly expended, which shall be repaid within thirty (30) days of such demand. Failure to make full and timely repayment and/or to fully reinstate compliance shall be a material breach of this Contract.

- e. Omnitrans shall, at all times, segregate all Measure I CTSA Funds received from SANBAG and hold them in a separate, dedicated account. Interest earned on the funds held in such segregated account shall be retained in the segregated account and used by Omnitrans only on Qualified Expenditures.
4. **Reporting and Performance Review.** Omnitrans shall submit to SANBAG on the first of every month the form attached to this Contract as Exhibit "A" reporting on the prior month's activities and expenditures. At any time during the term of this Contract, and from time to time, Omnitrans shall provide such information and documents as the SANBAG Executive Director or designee (Executive Director) may request in order to conduct an evaluation of Omnitrans' performance in meeting the goals, objectives and purposes of the Ongoing Annual CTSA Programs. As part of such evaluation, the Executive Director may review the audits, along with the levels of expenditures of Measure I revenue made in prior fiscal years and projected for the upcoming fiscal year, and the amount of Measure I funds being held unexpended by Omnitrans. The Executive Director shall provide his or her findings to Omnitrans in writing. A substantial failure to meet such goals, objectives and purposes, or an excessive or unreasonable accumulation of unexpended Measure I revenue thus hindering the Ongoing Annual CTSA Programs shall be a material breach of this Contract and, in addition, may result in SANBAG withdrawing certification of Omnitrans as the CTSA and designation of another agency in that role. Decertification shall take place only after Omnitrans has been afforded not less than 60 days' notice and an opportunity to present evidence and be heard in a public hearing before the SANBAG Board of Directors. The finding of the SANBAG Board shall be final.
5. **Audits.** Annual audits of Omnitrans' use of the Measure I CTSA Funds will be performed by an independent auditor contracted through SANBAG at SANBAG's expense. Omnitrans agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) and to segregate and separately account for Measure I CTSA Funds received and expended and to provide those records for review by SANBAG or its designee for audit purposes. Any expenditure of Measure I CTSA Funds by Omnitrans that is determined to be unallowable is subject to repayment by Omnitrans to SANBAG. Disallowed amounts must be reimbursed to SANBAG within sixty (60) days unless SANBAG approves in writing an alternative repayment plan. Failure to fully or timely repay such amounts in accordance with this Section shall be a material breach of this Contract.
6. **Record Retention.** Omnitrans shall provide SANBAG, or other authorized representatives or agents of SANBAG, access to Omnitrans' records which are directly related to this Contract for the purpose of inspection, auditing or copying. Omnitrans shall maintain each fiscal year's records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of four (4) years from the date of each fiscal year's final payment by

SANBAG, except in the event of litigation or settlement of claims arising out of this Contract in which case Omnitrans agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. Omnitrans shall allow SANBAG or its representatives of agents to reproduce any materials upon request. This Section applies to all subcontractors at any tier that are performing work under this Contract.

7. Signs.

- a. Vehicles purchased or operated with Measure I funds shall display signs clearly visible to riders indicating the vehicle is funded through Measure I funding.
- b. Signage must conform with approved Measure I signage and be approved by the SANBAG Executive Director.
- c. Capital projects constructed by Omnitrans using Measure I funds shall also have Measure I signage approved by the SANBAG Executive Director.

8. Term. The term of this Contract shall end on November 4, 2020, unless extended by further written agreement or terminated in accordance with Section 9 below.

9. Termination. Should SANBAG determine that Omnitrans has violated a material provision of this Contract, it shall have the right to serve on Omnitrans a notice of default and intention to terminate the Contract. Upon receipt of such notice to terminate, Omnitrans shall have 30 days in which to cure the stated violation(s) and to provide to SANBAG sufficient evidence that the violations have been cured. If after 30 days after the notice has been served on Omnitrans, Omnitrans has not cured and has not provided sufficient evidence of such to SANBAG, SANBAG may stop making payments under the Contract, terminate the Contract, and/or revoke the Omnitrans designation as the CTSA for the San Bernardino Valley. Should Omnitrans be dissolved, or should SANBAG elect to terminate the Contract or revoke Omnitrans' designation as the CTSA for the San Bernardino Valley, any unobligated Measure I funds held by Omnitrans at that time shall be returned to SANBAG.

10. Indemnity and Hold Harmless. To the fullest extent permitted by law, Omnitrans agrees to save, indemnify, defend, and hold harmless SANBAG and its respective officers, employees, volunteers, contractors and agents, from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of this Contract, the performance of this Contract, or out of the acts or omissions of Omnitrans or any of its officers, employees, volunteers, contractors or agents in carrying out the design, construction, operation, maintenance or use any of Omnitrans' operations, projects, activities, programs, vehicles, properties or facilities of any nature. The indemnification obligation of Omnitrans hereunder does not apply to

claims, actions, losses, damages, and/or liability arising out of SANBAG's sole negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

11. **Insurance.**

Omnitrans shall, at its sole expense, procure and maintain in full force insurance with carriers and with terms and conditions acceptable to SANBAG through the entire term of this Contract. The policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with a least the following limits of liability:

- Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per occurrence covering all persons providing labor or services on behalf of Omnitrans and all risks to such persons under this Contract.
- Employer's Liability – Employer's Liability insurance shall include coverage in the amount of \$1,000,000 for Bodily injury per accident, a policy limit of \$1,000,000 Bodily Injury by Disease and \$1,000,000 Bodily Injury by Disease for each employee.
- Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided. Commercial General Liability insurance shall be primary and non-contributory with any insurance carried or administered by SANBAG.
- Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.
- Excess Liability - To include \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

Omnitrans shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, Omnitrans will provide SANBAG thirty (30) days prior written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium Omnitrans will provide SANBAG ten (10)

Comment [ET1]: Insurance provisions are not updated with current language, because it is anticipated that Omnitrans will have comments on this Section to make the insurance requirements consistent with their insurance coverages.

days written notice. Omnitrans shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager's name on the face of the certificate(s) and shall be submitted directly to SANBAG's Procurement Manager.

Additional Insured – All policies, except for Worker's Compensation, shall contain endorsements naming San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, San Bernardino County Service Authority for Freeway Emergencies and their officers, employees, contractors, agents, and volunteers as additional insured parties. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.

- 12. Incorporation of Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
- 13. Notices.** All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested, or by facsimile transmission with a confirmation copy to be sent by mail. Any such notice shall be effective as of the date it is transmitted and mailed or delivered, if transmitted by facsimile transmission on or before 5:00 p.m., Pacific Time, or on the following day if transmitted after 5:00p.m., Pacific Time. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

To SANBAG: Executive Director
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, California 92410

To Omnitrans: CEO/General Manager
 1700 West Fifth Street
 San Bernardino, CA 92411

- 14. Assignment.** Omnitrans may not assign or transfer this Contract or any of the rights under it without the prior written consent of SANBAG in SANBAG's sole discretion.
- 15. Attorney Fees.** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.
- 16. Waivers.** No waiver of any breach of any covenant or provision in this Contract shall

be deemed a waiver of any breach of any other covenant or provision in this Contract or of the same covenant or provision at a later time, and no waiver shall be valid unless in writing and executed by the waiving party.

17. **Construction.** Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Contract. The singular form shall include the plural and vice versa. This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Contract.
18. **Integration.** This Contract contains the entire agreement between the parties and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the Contract.
19. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together will constitute one and the same instrument.
20. **Exhibits.** Exhibit A is incorporated into this Contract by this reference.
21. **Amendment.** This Contract may not be amended or altered except by a written instrument executed by the parties to this Contract.
22. **Partial Invalidity.** Any provision of this Contract that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Contract shall be of no effect, but all the remaining provisions of this Contract shall remain in full force.
23. **Authority of Parties.** All persons executing this Contract on behalf of any party to this Contract warrant that they have the authority to execute this Contract on behalf of that party.
24. **Governing Law.** The validity, meaning, and effect of this Contract shall be determined in accordance with California laws.
25. **Effective Date.** The Effective Date of this Contract is the date of execution by SANBAG.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed below.

OMNITRANS

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____

Date: _____

Date: _____

APPROVED TO FORM

APPROVED TO FORM

By: _____
Carol Greene

By: _____
Eileen Monaghan Teichert

Date: _____

Date: _____

CONCURRENCE

By _____
Jeffery Hill
Procurement Manager

Exhibit "A" - Monthly Financial Reporting Format

Quantitative Monthly Reporting

Fiscal Year MONTHLY REPORT

OPERATOR: Omnitrans

PROJECT NAME: CTSA Activities

INPUT ONLY

Information reported shall be for this project only.

	Year 1 Goal	Month			Qtr 1 Total	Month			Qtr 2 Total	Month			Qtr 3 Total	Month			Qtr 4 Total	FY 15/16 YTD Total
		Jul-15	Aug-15	Sep-15		Oct-15	Nov-15	Dec-15		Jan-16	Feb-16	Mar-16		04/01/201	May-16	Jun-16		
OPERATING DATA																		
1. Total One-Way Passenger Trips (report for this project only)																		
1a. Seniors									0				0				0	0
1b. Disabled									0				0				0	0
1c. Low-Income									0				0				0	0
1d. Others-veterans									0				0				0	0
Total Passenger Trips (sum of 1a thru 1d)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2. Total Unique Persons Served per Period (all modes)																		
2a. Seniors																		
2b. Disabled																		
2c. Low-Income																		
2d. Others																		
Total Persons served (sum of 2a thru 2d)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Of the above (2), how many military service personnel or veterans were served?																		
3. Total Project Vehicle Service Hours																		
4. Total Project Vehicle Service Miles					0				0				0				0	0
OTHER OPERATING DATA																		
5. Number of vouchers distributed																		
5a. One-way trips supported by vouchers (est.)					0				0				0				0	0
5b. Unique persons receiving vouchers (est.)					0													
5c. Number of agencies participating in voucher program					0													
6. Miles reimbursed per Period																		
6a. One-way trips supported					0				0				0				0	0
6b. Unique persons traveling on mileage reimbursement (riders only)					0													
7. Mobility Mgmt & Travel/Sensitivity Training																		
7a. Unique persons served/trained per period					0													
7b. Number of mobility or training contacts per period					0				0				0				0	0
7c. Mobility mgmt or travel/sensitivity training hours per period					0				0				0				0	0
FINANCIAL DATA																		
9. Measure I CTSA Funding																		
10. Agency Cash Match																		
11. In Kind Contributions																		
12. TOTAL REVENUE (sum of items 9 thru 11)																		
13. TOTAL OPERATING COST																		
14. Net Expenses (item 12 minus item 13)	0																	
15. Milestone Progress																		
a.									Completed?									Date Completed
b.									YES				NO					
c.									YES				NO					
d.									YES				NO					
Please provide any additional comments that you would like to make. For example, if your "farebox/donations" have increased significantly; and/or if ridership has increased or decreased, we like to know why.																		
16. MUST PROVIDE QUARTERLY: 1. Provide a short quarterly status update of the project. (4-5 sentences) 2. Provide a quarterly quantitative update of the project (i.e. one-way trips provided/supported, unique persons served, persons trained, mobility manager hours, etc.).																		
Qtr1																		
Qtr2																		
Qtr3																		
Qtr4																		
PERFORMANCE MEASURES (formulas: do not enter data)																		
17. Measure I Subsidy per Passenger		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
18. Measure I Subsidy per Person Served		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
19. Measure I Subsidy Per Vehicle Hour		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
20. Measure I Subsidy per Vehicle Mile		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
21. Passengers Per Vehicle Hour		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
22. Passengers Per Vehicle Mile		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
23. Measure I Subsidy per MM/TT Person Served		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
24. Measure I Subsidy per MM/TT Hour		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Minute Action

AGENDA ITEM:

Date: February 3, 2016

Subject:

Consolidated Transportation Services Agency Services and Operations in San Bernardino Valley

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission and the San Bernardino County Transportation Authority:

A. Approve Amendment No. 2 to Contract No. C11174 with Valley Transportation Services (VTrans), in substantially the form attached, for the operation of a consolidated transportation services agency (CTSA), terminating SANBAG's obligations to provide future Measure I Valley area CTSA funding to VTrans and obligating VTrans to transfer unobligated CTSA Funds and Valley CTSA records to SANBAG and to transfer obligated funds to SANBAG at such time as VTrans' corresponding obligations are assigned to a successor entity.

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

B. Approve Agreement No. 16-1001458 with Omnitrans, in substantially the form attached, allocating Measure I CTSA funds to Omnitrans for operations of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons with disabilities.

Background:

On November 4, 2015, the Board affirmed that it is in the best interest of the taxpayer to consolidate the operations of the Valley consolidated transportation services agency (CTSA) under Omnitrans, which allows for direct coordination of services and accrual of operations savings for reinvestment into services for senior citizens and persons with disabilities.

In May 2011, the Board approved Contract No. 11174 with Valley Transportation Services (VTrans) to serve as the Valley CTSA through 2018, and VTrans continues to perform the CTSA services and operations. At the time of the Board's action in November, it was assumed that the transition of operations from VTrans to Omnitrans would not become effective immediately but would allow for expansion of a full transition plan to be developed prior to the termination of the current funding agreement with VTrans in 2018. However, the VTrans Board took action at its meeting on January 20, 2016, to cease its CTSA services in the Valley area and terminate its contract with SANBAG. Specifically, the VTrans Board gave the Board Chairman authority to execute Amendment No. 2 to Contract No. C11174 to terminate SANBAG's obligation to provide future transfers of Measure I Valley area CTSA funds to VTrans. Additionally, the amendment to the agreement obligates VTrans to transfer unobligated CTSA Funds and Valley CTSA records to SANBAG within ten business days of the execution of the amendment, to transfer obligated funds to SANBAG at such time as VTrans' corresponding obligations are

Entity: CTA, CTC

assigned to a successor entity, and to perform such other acts as are convenient or necessary to implement an orderly transfer of Measure I Valley area CTSA functions to Omnitrans.

In an effort to ensure no loss of service to people served by the CTSA, and as noted to the Commuter Rail and Transit Committee in January, 2016, SANBAG staff has worked with Omnitrans to develop a funding agreement similar to the funding agreement SANBAG had with VTrans. The CTSA funding agreement with SANBAG (Contract No. 16-001458) is agendized for consideration and approval by the Omnitrans Board of Directors at their Board meeting on February 3, 2016, prior to the SANBAG Board meeting. At its November 2015 meeting, the SANBAG Board approved a resolution designating Omnitrans to act as a CTSA for the Valley Measure I Subarea for a period of five years; thereby, allowing for an immediate transfer of CTSA services and operations from VTrans to Omnitrans.

Staff recommends approval of Amendment No. 2 to Contract No. C11174 with VTrans, and approval of Contract No. C16-1001458 with Omnitrans, in substantially the form attached.

Financial Impact:

This item is consistent with the Fiscal Year 2015/2016 SANBAG budget.

Reviewed By:

This item has not received prior review by any policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item, the draft amendment and the draft agreement.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: February 3, 2016
Witnessed By:

ITEM # _____ F6 _____

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: FISCAL YEAR 2016 ANNUAL MANAGEMENT PLAN
STRATEGIC INITIATIVES – SECOND QUARTER REPORT**

FORM MOTION

Receive and file Fiscal Year 2016 Annual Management Plan Strategic Initiatives Second Quarter Report for the period of October through December 2015.

BACKGROUND

In May 2015, the Board of Directors adopted the Strategic Initiatives for 2016. At that time, a commitment was made to report quarterly results to the Board of Directors. The attached report provides the status of each initiative for the second quarter ending December 31, 2015.

CONCLUSION

Receive and file Fiscal Year 2016 Annual Management Plan Strategic Initiatives Second Quarter Report for the period of October through December 2015.

PSG

Fiscal Year 2016 Management Plan Second Quarter Report

October – December 2015

Strategic Initiative 1 Fuel Cost Reduction

Goal for Strategic Initiative 1

Develop and implement a comprehensive fuel cost reduction plan.

Supports SRTP Goals

- Maximize cost recovery while charging a fair fare.
- Support initiatives that are financially and environmentally sustainable in the short and long term.

Outcomes

1. Reduced fuel budget

Strategic Actions

1. Install pipeline gas fueling system at East Valley

Actions	Proj. Date	Comp. Date	Comments
Feasibility Study	Apr 2015	Apr 2015	Completed.
Funding	Dec 2015	Ongoing	Q1 - \$8M in funding identified for the project. \$3M remains unidentified. Q2 - \$3M of unidentified funding can be funded with Congestion Mitigation and Air Quality (CMAQ) funds. Any CMAQ funds used must be returned to fund bus replacement.
Procure - Design/Build and Maintain contractor	Jan 2016	Ongoing	Q1 - On schedule for completion in 2nd Qtr. Close RFP & evaluate proposals in Nov 2015. Request Board approval in Dec 2015. Award & issue NTP in January. Q2 - Proposals were evaluated and a recommendation for award and issue a NTP is scheduled for the March 2016 Board.

Construct	Jan 2016	Pending	On schedule to start construction in 3rd Qtr. once NTP is issued.
Start Fueling	Jun 2016	Pending	Fueling tentatively scheduled to begin November 2016.

2. Commence phasing in of CNG Para-transit Vehicles

Actions	FY15	FY16	Comments
Delivery of vehicles	N/A	13	Thirteen (13) paratransit vehicles went into service Aug 2015.
Enter into MOU for Fueling	N/A	Completed	Contract with Clean Energy to fuel CNG Paratransit vehicles at CNG fueling station in Ontario, CA.
Repeated vehicle orders	N/A	13	Thirteen (13) vehicles are on order to be delivered in February 2016.

Performance Indicators:

1. Operational budget reduction for fuel (Paratransit)

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Fuel Costs	\$1.7M	\$1.5M	\$2.1M	\$0.37M	\$0.26M			\$0.64M	Q2 - Actual fuel cost for quarter is \$262,729 or 51% of budget.

2. Increased number of vehicles using CNG (Paratransit)

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
CNG Vehicles in service	N/A	N/A	13	13	13			13	Thirteen (13) CNG paratransit vehicles placed in service Aug 2015. Additional thirteen (13) scheduled for delivery in 3rd Quarter.

3. Completed installation of first phase of pipeline gas facility (East Valley)

Performance Indicator	Proj. Date	Comp. Date	Comments
Phase 1 / EV	June 2016	Ongoing	Phase 1 - Pipeline fueling at EV & WV facilities are scheduled to begin November 2016. Phase 2 - Pipeline fueling at I St. is scheduled to begin in FY 2018. Phase 3 - Pipeline fueling at the 2nd Paratransit facility is scheduled to begin in FY2019.

Rationale

Reduce agency operational costs by reducing the cost of fuel; Take advantage of operational cost-reduction opportunities by streamlining the fueling process.

Fixed Route

By changing LNG fueling facilities to pipeline gas, the necessity to deliver LNG to each facility is eliminated; thus reducing costs to procure fuel and costs associated with liability insurance risk.

Current Projected Cost of LNG for FY 2016 (East Valley) \$3,477,825

Projected Cost of Pipeline CNG for FY2017 (East Valley) \$2,477,825

Projected Cost Savings per year (Full potential/forecasted savings beg. FY17) \$1,000,000

Paratransit

By changing the Paratransit fleet from unleaded fleet to CNG fleet, the cost of fueling is reduced based on the differential in cost between unleaded fuel and CNG fuel

Projected Savings of converting from Unleaded to CNG (starting July 1, 2015) - \$22,500

Leadership Team Members: Directors of Maintenance, Finance (Lead), Procurement

Fiscal Year 2016 Management Plan Second Quarter Report

October – December 2015

Strategic Initiative 2 New Bus Technology

Goal for Strategic Initiative 2

Introduce New Bus Technology that will reduce operating costs.

Supports SRTP Goals

- Support initiatives that are financially and environmentally sustainable in the short and long term.
- Maximize cost recovery while charging a fair fare.

Outcomes

1. Lower operating costs (reduction in workers comp, & passenger liability)
2. Increase safety
3. Reduce fuel costs

Strategic Actions

1. Secure funding – Federal & State Grants (Zero Emissions, Prop 1B, 5310).

Actions	Proj. Date	Comp. Date	Comments
Funding Secured	11/2015		Q1- CTE/CAL Grant Application deadline for electric buses is Jan. 2016. Q2 - CTE/CAL Grant Application deadline for electric buses will be submitted 1/28/16.

2. Develop contingency funding plan if zero emissions grant is not awarded.

Actions	Proj. Date	Comp. Date	Comments
Contingency Plan	Unk		Out of Omnitrans' control.

3. Develop a Procurement Plan for design infrastructure & equipment, purchase & install equipment and provide training. Procurement Plan(s) are to include:

Actions	Proj. Date	Comp. Date	Comments
5 Electric buses & charging stations	Unk	Unk	Q1 - Once funding is secured, project can take up to 12 months for completion. Q2 - BYD was approved by Board in Jan 2016, contingent upon grant; Once funding secured, project can take up to 12 months for completion.
Audible turn signals	11/2015		Q1 - Part of equipment on 15 new buses per year for 5 years; Additional RFP on hold due to funding. Q2 - Revised and will go to the Board in March.
Expand TSP (local service)	Unk	Unk	Q1 - Research being conducted with cities to implement TSP; see who's interested in partnering/MOU. Q2 - City of San Bernardino and Ontario have shown interest in implementing TSP; Future meeting to be arranged.
Design Vehicles (current CNG bus buy)	6/2015	9/2015	Q1 - 13 CNG paratransit vehicles went into service Q2 - NTP for 13 additional CNG vehicles signed 10/6/15; projected arrival 4/1/16; to be 100% in 6 years.
3-way restraints (Q-pods)	11/2015		Q1 - Part of equipment on 15 new buses per year for 5 years; RFP solicitation approved by Board on 10/7/15 for an additional 15 Q-Pods per year for 5 years; totaling 150 over next 5 years. Q2 - Bid evaluation completed; goes to Board in March.
Rear facing wheelchair system	11/2015		Q1 - Part of equipment on 15 new buses per year for 5 years; RFP solicitation approved by Board on 10/7/15 for an additional 15 Q-Pods per year for 5 years; totaling 150 over next 5 years. Q2 - Bid evaluation completed; goes to Board in March.

Performance Indicators:

1. Short term: Reduction of operating costs (\$)

Performance Indicator	FY14	FY15	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Workers Comp.	\$60,170.75	\$86,888.68	\$3,860.05	0.00			\$3,860.05	All employee claim costs related to wheelchair incidents

2. Mid-term: Decreased maintenance costs; reduced fuel costs; reduced emissions

This project is on hold awaiting forward motion pending grant funding.

3. Long-term: Improved safety

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Passenger Incidents	7	9	7	1	3			4	Wheelchair Incidents relating to passengers tipping over or falling out of mobility device. Q-Pods to be installed over the next 5 years.
Employee Injuries	5	5	2	3	0			3	Employee injuries relating to wheelchair incidents.

Rationale:

Fiscally responsible: improve efficiencies & maximize resources; Provide increased safety to the public, riders, and Operators; More environmentally friendly

External Factors

Funding: Federal grants require a local match.

Board Approval: Additional parts/tooling required. The Board may find benefit in remaining standardized with the CNG fleet; Procurement timeframe: Scope of Work (SOW), Independent Cost Estimate (ICE), bid solicitation, installation

Equipment lead times: Electronic buses are made to order and are in high demand.

Infrastructure support in providing electrical charging stations.

Leadership Team Members

Directors of **Operations (Lead)**, Maintenance, Finance, Procurement, IT

Fiscal Year 2016 Management Plan Second Quarter Report

October – December 2015

Strategic Initiative 3 West Valley Connector

Goal for Strategic Initiative 3

Advance West Valley Connector design and pursue grant funding opportunities.

Supports SRTP Goals

- Support the local economy by providing connections to where people want to go
- Enhance Omnitrans' network design to increase ridership and minimize costs by reducing redundancy

Outcomes

1. Readiness for construction
2. Aligned funding

Strategic Actions

1. Award contract for design contract (involving stakeholders)

Milestone	Proj. Date	Comp. Date	Comments
Design contract award	09/2015	09/02/2015	Q1 - Award recommended by Plans and Programs Committee on 8/10/2015. Board approved contract for Architectural, Engineering and Final Design awarded to Parsons Transportation Group, Inc., on 9/2/2015. Q2 - Notice to Proceed (NTP) issued on 11/17/2015.

2. Prepare and submit on time grant proposals for Phases 2 and 3

Milestone	Proj. Date	Comp. Date	Comments
Identify funding sources	1/2016		Behind due to delay in issuing NTP. To be completed in Q3 of FY16.
Obtain funding awards	1/2017		

3. Timely board approvals for each project phases

Board Approval Item	Proj. Date	Comp. Date	Comments
Award Design Firm Contract	9/2015	9/2/2015	Contract for Architectural, Engineering and Final Design awarded to Parsons Transportation Group, Inc., on 9/2/2015.
Release Construction Management RFP	2/2016		
Award Construction Management Firm Contract	6/2016		
Release Construction IFB	6/2017		
Award Construction Firm Contract	10/2017		

Performance Indicators:

1. On time project deliverables

Deliverable	Proj. Date	Comp. Date	Comments
Project implementation agreements with cities / property owners	10/2017		
Environment clearance	2/2017		
Phasing and Funding Plan Complete	1/2016		Behind due to delay in issuing NTP. To be completed in Q3 of FY16.
Design Complete	2/2017		

2. Manage budget prediction / adherence

Performance Indicator	Board Approved Budgeted	Spent to date	Comments
Design and Environmental	\$11.9M	\$0	No invoice received in Q2 of FY16. Plans & Programs updated on 12/8/15. Meetings with cities of Ontario and Rancho Cucamonga on 12/15/15.

3. Funding Strategy

Performance Indicator	Projected Cost	Funding Source / Grant	Comments
60 foot vehicles	\$25M		

Dedicated lanes	\$50M		
Phase 1 construction	\$25M		

Rationale:

The goal of the West Valley Connector Corridor project is to provide faster, more frequent, and more direct bus service to connect major destinations throughout the western part of the San Bernardino Valley, as well as providing enhances amenities for passengers. This project is part of a system of ten planned bus rapid transit (BRT) corridors, including the sbX Green Line in San Bernardino and Loma Linda that began operation in April 2014.

Omnitrans' BRT system will help to alleviate traffic congestion long-term by providing high-quality, faster premium bus service that will attract new riders to Omnitrans' system.

Part of system wide corridor plan

Improves regional mobility

External Factors

Further study is required regarding alternative routing, particularly how best to serve Rancho Cucamonga (Haven or Milliken), and finalize corridor routing alignment and station locations; Public and stakeholder input are needed to achieve consensus.

Funding is available to construct a rapid line with enhanced stations operating in mixed flow traffic, however funding for 3.5 miles of dedicated lanes and 60-foot articulated buses has not been identified yet. A financing and phasing plan must be developed for project;

Board approval of design/ agreement on route

Funding shortfalls (beyond Phase I)

Leadership Team Members

Directors of **Marketing (Lead)**, Programs, Procurement, Finance, IT, Audit

Fiscal Year 2016 Management Plan Second Quarter Report

October – December 2015

Strategic Initiative 4 San Bernardino Transit Center

Goal for Strategic Initiative 4

Commence bus operations at the San Bernardino Transit Center.

Supports SRTP Goals

- Expand, maintain and improve existing vehicles, facilities, and passenger amenities
- Deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service

Outcomes

1. Increase ridership
2. Increase connectivity (metro-link)
3. Increase customer satisfaction

Strategic Actions

1. Complete facility

Actions	Proj. Date	Comp. Date	Comments
Substantial Completion	8/2015	8/2015	
Punch List	10/2015	12/31/15	Q1 - Minor items; Following up on pending items. Q2 - All items have been corrected to Omnitrans and SANBAG's satisfaction.

Final Completion	10/2015		Not including fence, generator or landscape; The permanent fence was approved for release for bid by the Board January 2016; Generator and landscaping - SANBAG committee approved construction management firm for project; will go to Board for approval in Februar; Final construction documents pending City building department review/ approval; Estimated release at May Board; Estimated award at September Board.
Beneficial Occupancy	8/2015	8/2015	
Begin Service	9/2015	9/2015	

2. Realign service

Actions	Proj. Date	Comp. Date	Comments
Enterprise System adjustments	8/2015	9/2015	Physical Elements: Rte Maps, Headways, Run Bids, Stops, Turn Sheet, Deadheads, Rte/Block Mileage; Electronic: BSM, FX Sch Data, Trapeze Map Edit, TransitMaster Import, Rte Surveying, NexTrip, VMS; Training: SBTC Testing, Familiarization, Pedestrian Safety Items
Marketing campaign	9/2015	8/2015	Connect at the Center campaign included: Newspaper, online, website, social media, bus cards, exterior bus ads, bus shelter ads, retail posters, 215 FWY digital marquee. Advertising began 8/31/15.
Staff expansion for SBTC	8/2015	8/2015	2 Full-Time Customer Service; 1 Part-Time Customer Service hired.

3. Complete service contracts / contracts outside of SANBAG scope

Actions	Proj. Date	Comp. Date	Comments
Custodial Service Contract	9/2015	9/2015	Public restrooms, lobby, trash cans, plus employee areas.

Security Service Contract	7/2015	7/2015	Multiple year contract; 2 yr base ends 6/30/16 with 3 option years 7/1/16 - 6/30/19.
Vending Service Contract	8/2015	8/2015	Amendment to current contract with Employee Recreation Committee (ERC).
Landscaping	8/2015	8/10/2016	Contract for landscape maintenance.

4. Ensure facility is safe and secure for customers

Actions	Proj. Date	Comp. Date	Comments
Video Surveillance / PA system	7/2015	9/2015	Video/PA is operational; PA expansion ongoing.
Signage / Striping	9/2015	9/2015	Completed.
Security Services	7/2015	7/2015	Security provided 24/7.
Fence	12/2015		Temporary fencing is up. The permanent fence was approved for release for bid by the Board January 2016.

Performance Indicators:

1. Ridership (on all connecting routes)

Ridership	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
SBTC avg weekday boardings	6,000	N/A	4,997			4,997	
sbX	2,891	N/A	2,853			2,904	
Express	1,300	1,004	1,080			1,042	

2. Overall customer satisfaction levels

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Complaints	1,581	1,590	<1,590	536	453			989	Q1 - Reflects all complaints: Valid/Not Valid/Unknown Q2 - No complaints for SBTC.
Compliments	245	218	>220	34	37			71	
Customer Satisfaction Rating (ABBG Survey)	83%	83%	>85%	N/A	N/A			83%	This will be available in late 2016.

3. Timely deliverables

Performance Indicators	Proj. Date	Comp. Date	Comments
Facility sign off	8/2015	8/2015	
Landscape	7/2016		Q2 - SANBAG committee approved construction management firm for project; will go to Board for approval in February; Final construction documents pending City building department review/approval; Estimated release at May Board; Estimated award at September Board.
Fencing	12/2015		Q2 - Temporary fencing is up; The permanent fence was approved for release for bid by the Board January 2016.
Flooring	9/2015	9/2015	Completed with new look.
VMS (Variable Message Sign)	9/2015	8/2015	Nextrip operational; working on accuracy of displayed real time information.
Emergency Generator	12/2016		Q2 - SANBAG committee approved construction management firm for project; will go to Board for approval in February; Final construction documents pending City building department review/approval; Estimated release at May Board; Estimated award at September Board.

4. Safety record

Transit Center Items	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Liability Claims	0	0			0	
Accident / Incidents	4 Accidents 9 Incidents	1 Accident 10 Incidents			5 Accidents 19 Incidents	All Accidents/Incidents reflect San Bernardino Transit Center only. Q1 - 3 Preventable Q2 - 1 Preventable

Rationale

Expand, maintain and improve existing vehicles, facilities, and passenger amenities
Deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service

External Factors

Potential delays on out of scope projects, although will not affect commencement of operation.
Enhances amenities and improved connectivity achieved with SBTC completion will help make transit more attractive to new riders and help retain existing riders. When the rail line is extended in future years, we will see additional benefit.

Leadership Team Members

Directors of Marketing, IT, HR/Safety, **Operations (Lead)** Maintenance

Fiscal Year 2016 Management Plan Second Quarter Report

October – December 2015

Strategic Initiative 5 September Service Change

Goal for Strategic Initiative 5

Implement September Service Changes as outlined in the SRTP, to streamline service, improve efficiencies and attract new customers.

Supports SRTP Goals

- Enhance Omnitrans' network design to increase ridership and minimize costs by reducing redundancy.
- Deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service.
- Expand, maintain and improve existing vehicles, facilities and passenger amenities.

Outcomes

1. Increase ridership
2. Increase mobility and connectivity
3. Reduce redundancies (equipment)
4. Increase productivity

Strategic Actions

1. Implement marketing campaign
 - a. Communicate changes to customers

Actions	Proj. Date	Comp. Date	Comments
Service Change Publications and Online Information Available	8/2015	8/7/2015	Service change brochure available on board and online. Busbook preview available online.
Outreach ambassadors at Transit Centers	9/2015	9/8-9/15	Ambassadors were at 6 major transfer centers at am and pm peak hours on the first two days of the service change.

b. Raise awareness of general public

Actions	Proj. Date	Comp. Date	Comments
SBTC focused campaign	9/2015	8/31/2015	Connect at the Center campaign included: newspaper, online, website, social media, bus cards, exterior bus ads, bus shelter ads, retail posters, 215 Freeway digital marquee. Advertising began on 8/31/15.
Freeway Express (290) launch campaign	9/2015	8/24/2015	Skip the Stress. Ride Freeway Campaign included: radio (Eng/Sp), newspaper (Eng/Sp), online, website, social media, bus cards, exterior bus ads, bus wrap, bus shelter ads, retail posters, direct mail, take-ones, 215 Freeway digital marquee. Advertising began on 08/24/15.
West Valley Realignment campaign	10/2015	10/31/2015	Rideshare Week (10/5-9/2015) advertising campaign mentioned service improvements. Additional direct mail with free ride coupon sent to target demographics in West Valley cities in later October.

2. Route realignment

Actions	Proj. Date	Comp. Date	Comments
Bidding Process for operators	8/2015	8/27/2015	Run bid began on 07/20 and concluded on 08/27.
Scheduling	6/2015	6/30/2015	Schedules were finalized on 6/30.
Route tracing	7/2015	7/31/2015	Route tracing was completed during July.

3. Move Bus Stop Signs

Proj. Date	Comp. Date	Comments
9/2015	9/30/15	Over 1,200 bus stop decals changed or stops moved, removed. Numerous shelters, benches also relocated.

4. Revise Schedules & Schedule Books

Proj. Date	Comp. Date	Comments
8/2015	8/20/2015	Online bus schedules available on 08/07/15. Printed schedules received on 08/20/15 and subsequently distributed on board and at various locations throughout the service area.

5. Bid Runs

Proj. Date	Comp. Date	Comments
8/2015	8/27/2015	Bid run for coach operators was completed on 08/27.

6. Route Familiarization – training, rest areas, end of lines, etc.

Proj. Date	Comp. Date	Comments
8/2015	8/31/2015	Route familiarization was completed during August.

Performance Indicators:

1. Increase ridership

Performance Indicator	FY15	FY16	FY16 KPI % Change	Actual % Change	Comments
Ridership Q1	3,831,711	3,327,360	+1.2%	-13.2%	July: -11.7%, Aug: -15.0%, Sept: -12.7% Ridership negatively impacted by year-over-year fare increase, this impact should reduce over the next quarter
Ridership Q2	3,699,777	3,283,085	+1.2%	-11.2%	Oct.: -14.1%; Nov.: -9.4%; Dec.: -8.3%
Ridership Q3	3,491,347		+1.2%		
Ridership Q4	3,367,156		+1.2%		
Ridership YTD	14,389,991	6,610,445	+1.2%	-12.2%	

2. Reduce travel time

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Avg MPH	12.8	13.0	>13.0	13.1	13.3			13.2	September service changes have positively impacted average speed/travel time.
On Time Performance	86.2%	86%	>85%	86.5%	82%			84.4%	Some data reporting issues at SBTC timepoint and longer than anticipated drive times through SBTC. These are being corrected in Q3.

3. Increase fare box recovery

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Fare Box Recovery	25.6%	23.7%	>20%	22.18%	20.42%			21.26%	Exceeding goal.

4. Increase customer satisfaction

Performance Indicator	FY16 KPI	FY15 Q4	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	Comments
Complaints (Average per 100K riders for quarter)	12	12.4	14.1	13.7			Not meeting goal, but trending downward.
Compliments (Average per 100K riders for quarter)	1.6	1.7	1.1	1.1			Meeting goal.
Customer Satisfaction Rating (ABBG Survey)	85%	83%	83%	83%			2016 survey data will not be available until Q4

Rationale & Justification

Service changes are in response to customer and stakeholder requests, coach operator suggestions, and completion of the San Bernardino Transit Center. This will deliver improved operational efficiency, streamlined service for customers and enhance multimodal connectivity; also a central location for connecting to other transportation agencies (i.e. MARTA, VVTA).

External Factors

Impact on ATU labor contract

With any major service change, there is a period of adaptation by customers, as well as Omnitrans' coach operators. Additional adjustments may be necessary. Construction delays and/or completion of change orders (i.e. variable messages signs, IT infrastructure, security)

Operator Preparedness – learning newly designated route stop locations for connections

Leadership Team Members

Directors of **Marketing (Lead)**, Operations

Fiscal Year 2016 Management Plan Second Quarter Report

October – December 2015

Strategic Initiative 6 Consistent Staffing Levels

Goal for Strategic Initiative 6

Maintain consistency of staffing levels throughout the Agency

Supports SRTP Goals

- Deliver safe, reliable, clean, frequent, convenient, comfortable, and equitable service.
- Expand, maintain, and improve existing vehicles, facilities, and passenger amenities.

Outcomes

1. Maximize staff across the agency
2. Reduce of overtime
3. Improved pull out and service

Strategic Actions

1. HR to provide staff for all union classifications and level 7-9

Actions	Proj. Date	Comp. Date	Comments
Implement plan	7/1/15	6/30/16	Personnel requisitions are processed throughout the year.

2. Procure temporary agency agreement for skilled positions

Actions	Proj. Date	Comp. Date	Comments
Execute agreement	1/6/16	12/2/15	Q2 - Contracts approved for award by the Board December 2015.

3. Develop internal staff for advancement

Actions (# of employees)	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Succession planning Project	8	13	N/A	12	12			12	
Leadership Action Program	5	6	10	10	10			10	Graduation December 15, 2015.
Toastmasters	14	10	15	10	10			10	
Out of class / relief positions	14	9	<14	7	5			12	
Outside training events	65	77	N/A	30	13			43	
Tuition reimbursement	33	30	30	2	5			7	

4. Negotiate mutually beneficial language with Unions to reduce absenteeism

Actions	Proj. Date	Comp. Date	Comments
Union negotiation	1/4/16	6/30/16	ATU contract ends 3/30/16. Teamsters contract ends 6/30/16.

Performance Indicators:

1. Lost service

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Lost Service due to Maint. (Avg per month)	562 hours	771 hours	<35	46.52	76.06			61.29	Shortage of manpower.

Lost Service due to Operations (Avg per month)	890	535	<250	85.21	84.69			84.95	
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2. Reduced overtime (hours)

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
Unscheduled Overtime Maint.	3,119	7,345	<375	2,449.90	2,492.93			4,939.83	
Unscheduled Overtime Ops.	61,348	67,218	15,240	12,633.41	13,613.39			26,246.80	

3. Reduce average time to hire (weeks)

Performance Indicator	FY14	FY15	KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
1-6 position levels	15	21	16	34.3	6			40.3	
7-9 position levels	0	33	15	16	0			16	
Union	17	21	16	13	15			28	

4. Reduce Vacancy Rate

Performance Indicator	FY14	FY15	FY16 Q1	FY16 Q2	FY16 Q3	FY16 Q4	FY16 YTD	Comments
1-6 position levels	9.2%	3.2%	6.25%	2.08%			8.33%	
7-9 position levels	9.5%	4.8%	12.5%	0			12.5%	
Union	6.9%	1.6%	1.63%	0.9%			2.53%	

Rationale

Absenteeism, employee turnover, vacancies, and need for expansion affect the level of service and reliability of service that Omnitrans is able to provide.

Having the ability to rapidly staff vacant positions at any level, including the ability to provide temporary staff, allows Omnitrans to have a tool to address the needs of the Agency to prevent loss of revenue service. This should reduce the average time to hire by five weeks.

External Factors

Workers Compensation, FMLA, Kin Care, Unscheduled Absences: Unscheduled occurrences will always affect the success of this initiative.

Union negotiations: Negotiated language in the Union agreements could limit the ability to fill positions.

Position requirements and workforce availability: The availability of the personnel with the skills required for a position have an impact on the ability to staff vacant positions.

Leadership Team Members

Directors of **HR/Safety (Lead)**, Operations, Maintenance, Procurement

ITEM # F7

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – SOLE SOURCE PURCHASE ORDER FOR
ANNUAL SOFTWARE MAINTENANCE SERVICES SAP ERP
SOFTWARE FOR BUSINESS SYSTEMS**

FORM MOTION

Authorize the CEO/General Manager to award a sole source Purchase Order to SAP Public Services, Inc., Palo Alto, CA for the SAP Enterprise Resource Planning (ERP) software maintenance services for Omnitrans' business systems beginning January 1, 2016 through December 31, 2017 in the amount of \$589,849.81, and the authority to extend the software maintenance services for up to two (2) additional years, extending services to no later than December 31, 2019, in an amount not-to-exceed \$650,309.42, for a total amount of \$1,240,159.23, plus a ten percent contingency of \$124,015.92 for a total not-to-exceed amount of \$1,364,175.15.

BACKGROUND

On March 4, 2015, the Board of Directors approved the award of a sole source Purchase Order to SAP Public Services for software maintenance services for the base period of January 1, 2015 through December 31, 2017, in the amount of \$274,030.11, with the option to renew for two additional years for a not to exceed amount of \$863,879.91. Upon review, the Form Motion was not correct as it authorized a spend of only \$274,030.11 for the three year base period, with a total five year period spend of \$863,879.91, when in fact, it should have stated the base period cost of \$863,879.91, plus the option years of \$650,309.42 for a total contract amount of \$1,514,189.34, plus contingency.

The Form Motion presented herein correctly states the projected cost of the remaining two years of the base period (Base Year 1 for January 1, 2015 – December 31, 2015 paid through prior Board authorization.), plus the option years and contingency.

SAP is the sole provider for SAP licenses, upgrades, maintenance and ticketed help desk support. The annual renewal fee includes maintenance and support of the SAP ERP product,

software/license upgrades, maintenance and support of required third party software and all applicable taxes.

The fees for calendar year 2015 were:

Item	Description	Amount
000190	SAP Enterprise Support – Appendix 1, Application License	\$173,210.40
000150	Additional Users, BOBJ & Sybase	\$46,343.13
000070	Appendix 5 – Visualization & Reporting, Business Obj. Portfolio	\$26,730.00
000070	RWD Enterprise Support	\$6,355.76
000030	BSI U.S. Payroll Tax Processing	\$5,443.20
000110	Payroll Processing	\$5,346.00
000110	SAP Enterprise Support – Appendix 8, Sybase Software	\$5,474.26
000040	SAP Enterprise Support – Adobe	\$4,618.90
000090	RWD Productivity Pak	\$508.46
Total		\$274,030.11

SAP will provide quotes on an annual basis. Omnitrans estimates that all subsequent years will increase approximately five (5) percent each year which is included in the Form Motion.

In accordance with FTA Circular 4220.1F, Section VI-17, procurement by noncompetitive proposals may be used when the manufacturer is the sole provider of the items compatible with existing equipment/systems and when the equipment/systems are not interchangeable with similar parts and equipment from other manufacturers. SAP Public Services, Inc. is the Original Equipment Manufacturer (OEM) and sole manufacturer and seller of these services.

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

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Information Technology Department's Operating budgets as follows:

Department 1320
Expenditure Code 505170

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

Short Range Transit Plan/Strategic Initiative Supported – N/A

CONCLUSION

Approval of this sole source Purchase Order will correct the prior action taken in March 2015 and allow Omnitrans to renew the license and maintenance agreement with SAP ensuring support required for the various modules such as Human Resources, Procurement and Finance modules.

PSG:JMS:KT

ITEM # _____ G1 _____

DATE: February 3, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Maurice A. Mansion, Treasury Manager

**SUBJECT: PUBLIC HEARING - FEDERAL TRANSIT ADMINISTRATION
SECTION 5307 AND SECTION 5339 FUNDS**

FORM MOTION

Close the public hearing concerning the Federal Transit Administration (FTA) §5307 and §5339 for Fiscal Year 2016, to be held at 8:00 a.m., February 3, 2016, at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411.

SUMMARY

The date and time was set with due notice for the federally required public hearing allowing comment on projects involving Federal assistance.

A public hearing affords the opportunity to obtain views of officials and citizens regarding the proposed use of Federal assistance and community support for the amended program of projects.

BACKGROUND

To qualify for Federal assistance through the FTA, Omnitrans is required to hold a public hearing on the proposed use of Federal funds. FTA also requires that Omnitrans give the public sufficient notice, that any comments be incorporated into the grant application and that the notice include language which indicates that in the absence of substantive comments, Federal assistance will be sought.

The projects shown in the Public Hearing Notice (attached) are included in the Fiscal Year 2016 budget and were approved at the May 6, 2015 Board of Director's meeting.

FINANCIAL IMPACT

All projects described are fiscally constrained and are contained in past-approved Omnitrans' budgets.

NOTICE OF PUBLIC HEARING

Fiscal Year 2016 Capital Projects
Using §5307 and §5339

CAPITAL PROJECTS – FY 2016

Project Description	Total Cost	Federal Share FTA 5307
Management Information Systems	\$ 2,400,000	\$ 1,920,000
Replacement of Revenue Vehicles - ACCESS	\$ 1,200,000	\$ 880,000
Replacement/Lease of Service Vehicles	\$ 630,000	\$ 504,000
1% Transit Enhancements	\$ 250,000	\$ 200,000
Security	\$ 192,440	\$ 153,952
Capitalization of Tires	\$ 499,015	\$ 399,212
Capitalization of Security	\$ 192,440	\$ 153,952
Capitalization of Leases	\$ 138,000	\$ 104,395
Capitalization of ACCESS Service Costs	\$ 3,200,000	\$ 1,600,000
Capitalization of Preventive Maintenance	\$ 10,800,000	\$ 8,640,000
Other	\$ 945,897	\$ 945,897
Total	\$ 20,447,792	\$ 16,941,200
FTA CMAQ		
Replacement of Revenue Vehicles	\$ 9,820,000	\$ 5,183,975
Total	\$ 9,820,000	\$ 5,183,975
FTA 5339		
Replacement of Heavy Duty Coaches	\$ 1,848,880	\$ 1,848,880
Total	\$ 1,848,880	\$ 1,848,880
TOTAL FEDERAL SHARE		\$ 23,974,055