

# BOARD OF DIRECTORS MEETING WEDNESDAY, NOVEMBER 4, 2015 – 8:00 A.M. OMNITRANS METRO FACILITY 1700 WEST 5<sup>TH</sup> 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, December 2, 2015 – 8:00 a.m.

Omnitrans Metro Facility Board Room

2. Presentation: Employee of the Quarter

### 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.

### 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 #E11, Action on Consent Calendar.

- 1. Approve Board Minutes –October 7, 2015
- 2. Receive and File Administrative and Finance Committee Minutes August 13, 2015
- 3. Receive and File Operations and Safety Committee Minutes September 21, 2015

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13

Posted: October 29, 2015



# BOARD OF DIRECTORS MEETING WEDNESDAY, NOVEMBER 4, 2015 – 8:00 A.M. OMNITRANS METRO FACILITY 1700 WEST 5<sup>TH</sup> STREET SAN BERNARDINO, CA 92411

Ε.	CONSENT CALENDAR CONTINUED	
	4. Receive and File Affirmative Action Status Report – As of October 20, 2015	16
	5. Receive and File Agency Management Report – First Quarter Fiscal Year 2016	17
	6. Receive and File sbX Construction Progress Report #40 through September 30, 2015	26
	7. Receive and File sbX E Street Corridor BRT Project Quarterly Report – September 2015	35
	8. Receive and File Director of Finance Final Quarterly Report – Forward Fuel Purchases through August 2015	37
	9. Receive and File Key Performance Indicators – Fiscal Year 2016 – First Quarter Report	40
	10. Press Articles and Letters of Interest to the Board	41
	11. 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	42
	2. Authorize CEO/General Manager to Execute Agreement with County of Riverside Department of Public Health for County-Based Reimbursement of Medical Administrative Activities (CMAA)	43
	3. Approve Sale of 28.73 Acre Property Located in Rancho Cucamonga, California and Authorize CEO/General Manager to Sign All Required Documents	58
	4. Authorize Agreement with San Bernardino Associated Governments to Receive \$1,715,283 of Measure I Funds	60
	5. Receive and File Fiscal Year 2016 Annual Management Plan Strategic Initiatives – First Quarter Report – Presentations by Senior Management	68
G.	PUBLIC HEARING	
	There is no Public Hearing scheduled.	
H.	BOARD BUSINESS	
	There is no Closed Session scheduled.	
I.	REMARKS AND ANNOUNCEMENTS	
J.	ADJOURNMENT	

Posted: October 29, 2015



**DATE:** November 4, 2015

**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 November 4, 2015.

Item	Contract	Principals & Agents	Subcontractors
#F3	Approve Sale of 28.73 Acre Property	DCT Arrow, LLC	N/A
	Rancho Cucamonga, CA	A Delaware Company	
	-	DCT Industrial Operating	
		Partnership LP	
		A Delaware Partnership	
		DCT Industrial Trust, Inc.	
		A Maryland Corporation	
		Teresa L. Corral	
		Executive Vice President	

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
CA	AMPAIGN CONTRIBUTIONS		
1.	I have a disqualifying campaig	gn contribution of over \$250 from _	
	and therefore I am abstaining	from participation on Agenda Item	(Name of Company and/or Individual)  n, Subject:
2.	I have a disqualifying campaig	gn contribution of over \$250 from _	
		gn contribution of over \$250 from _	(Name of Company and/or Individual)
	and therefore I am abstaining	from participation on Agenda Item	ı, Subject:
3.	I have a disqualifying campaig	gn contribution of over \$250 from _	
			(Name of Company and/or Individual)
	and therefore I am abstaining	from participation on Agenda Item	n, Subject:
Fi	NANCIAL INTEREST		
	I have a financial interest of		
		State income, real proper	ty interest or business position
		, 1 1	J I
	· <del>· · · · · · · · · · · · · · · · · · </del>	Identify company or property location	
		dentity company of property location	•
2.	I have a financial interest of		
		State income, real prop	perty interest or business position
SI	GNATURE		
	Board Member Signatur	re	Date



# BOARD OF DIRECTORS' MEETING MINUTES OF OCTOBER 7, 2015

### 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, October 7, 2015, 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 Mayor Pro Tem Glenn Bozar, City of Upland, Alternate Mayor Carey Davis, City of San Bernardino Mayor Richard DeLaRosa, City of Colton 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 Supervisor James Ramos, County of San Bernardino 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

### **BOARD MEMBERS NOT PRESENT**

Mayor Dennis Yates, City of Chino

Mayor Pro Tem Alan Wapner, City of Ontario

Council Member Ron Dailey, City of Loma Linda – Vice Chairman Mayor Paul Eaton, City of Montclair Supervisor Robert Lovingood, County of San Bernardino Supervisor Janice Rutherford, County of San Bernardino

### OMNITRANS' ADMINISTRATIVE STAFF PRESENT

P. Scott Graham, CEO/General Manager

Diane Caldera, Director of Operations

Marge Ewing, Director of Human Resources, Safety & Security

Jacob Harms, Director of Information Technology

Andres Ramirez, IPMO Program Manager

Don Walker, Director of Finance

Wendy Williams, Director of Marketing/Planning

Tim Campbell, Safety & Regulatory Compliance Manager

Ray Maldonado, Employee Relations Manager

Maurice Mansion, Treasury Manager

Eugenia Pinheiro, Contracts Manager

Oscar Tostado, East Valley Maintenance Manager

Mark Crosby, Security & Emergency Preparedness Coordinator

Kathy McClure, Sr. Contracts Administrator

Christine Van Matre, Contracts Administrator

Krystal Turner, Contracts Administrator

William Valle, Contracts Review Analyst

Vicki Dennett, Executive Assistant to CEO/General Manager

### LEGAL COUNSEL

Carol Greene

### **B.** ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, November 4, 2015, 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 September 2, 2015
- 2. Receive and File Operations and Safety Committee Minutes May 11, 2015
- 3. Authorize Amendment 1 Contract PRC15-140, Office Supplies
- 4. Authorize Release, Invitation for Bids IFB-MKP16-49, Promotional Items
- 5. Authorize Release, Request for Proposals RFP-OPS16-01, Modular Wheelchair Restraint Stations & Passive Rear-Facing Systems
- 6. Authorize Award, Contract ITS16-84, VMWare License Subscription
- 7. Press Articles and Letters of Interest to the Board

Board Meeting Minutes October 7, 2015 – Page 3

M/S (Graham/Riddell) that approved the Consent Calendar. Motion was unanimous by Members present.

Member Robles arrived at 8:03 a.m. Alternate Member Bozar arrived at 8:07 a.m.

### F. DISCUSSION ITEMS

1. CEO/General Manager's Report

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

Member Hagman arrived at 8:09 a.m. Member Ramos arrived at 8:11 a.m.

2. Rescind Award, Contract MNT15-133 to Wayne Perry, Inc., and Authorize Award, Contract MNT15-133, Underground Storage and Above Ground Storage Tank Testing and Repair Services

Contracts Manager Eugenia Pinheiro presented this item, providing background information.

M/S (Robertson/Lilburn) that authorized the CEO/General Manager to rescind award of Contract MNT15-133 to Wayne Perry, Inc., (Wayne Perry) of Buena Park, CA, for the provision of Underground Storage and Above Ground Storage Tank Testing and Repair Services for the East Valley, West Valley and "I" Street facilities; and that authorized the CEO/General Manager to award Contract MNT15-133 to Fleming Environmental Inc., of Fullerton, CA, for the provision of Underground Storage and Above Ground Storage Tank Testing and Repair Services for the East Valley, West Valley and "I" Street facilities for a three (3) year base period beginning October 7, 2015 through October 6, 2018, in the amount of \$23,100, with the option to exercise two (2) single option years ending October 6, 2020, in the amount of \$5,300 for each single option year, for a total amount of \$33,700, plus up to an additional \$103,020 for as needed parts and repairs, for a total not-to-exceed amount of \$136,720. Motion was unanimous by Members present.

Member Gonzales arrived at 8:15 a.m.

3. Approve Design-Build-Maintain Method and Authorize Release, Request for Proposals RFP-FIN16-53, Design-Build-Maintain Compressed Natural Gas (CNG) Infrastructure at East and West Valley Vehicle Fueling Facilities

Member DeLaRosa left the meeting at 8:19 a.m., and did not return.

Member Davis left the meeting at 8:53 a.m., and returned at 8:57 a.m.

M/S (Ramos/Gilbreath) that approved using a design-build-maintain method to procure services for the design, construction, and maintenance of the Compressed Natural Gas

Board Meeting Minutes October 7, 2015 – Page 4

(CNG) Infrastructure at East Valley and West Valley Vehicle Fueling Facilities is in the best interest of Omnitrans because (1) it will expedite the completion of the project, and (2) improve the project quality and (3) reduce project costs; and that authorized the CEO/General Manager to release Request for Proposals RFP-FIN16-53 to seek and include negotiations with all proposers in accordance with Government Code Section 2209.7, alternatives and options for Design-Build-Maintain Services to provide Compressed Natural Gas (CNG) Infrastructure at East and West Valley Vehicle Fueling Facilities. Motion was unanimous by Members present, with Member Lilburn opposing.

### G. PUBLIC HEARING

There is no Public Hearing scheduled.

### H. BOARD BUSINESS

There is no Closed Session scheduled.

### I. REMARKS AND ANNOUNCEMENTS

Member Gonzales asked whether there might be an opportunity to consider having the veterans' passes honored at other transit agencies within the County in the immediate future, and eventually across county lines. Marketing/Planning Director Wendy Williams said we do have agreements countywide, but that she would look into it further.

### J. ADJOURNMENT

The Board adjourned at 9:04 a.m. The next regular meeting is scheduled Wednesday, November 4, 2015, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:	
Christine Veg	a, Administrative Secretary



ITEM# E2	
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## ADMINISTRATIVE & FINANCE COMMITTEE MINUTES, AUGUST 13, 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, August 13, 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

Mayor Pro Tem Alan Wapner, City of Ontario

### **Omnitrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager

Diane Caldera, Director of Operations

Marge Ewing, Director of Human Resources/Safety & Security

Jacob Harms, Director of Information Technology

Don Walker, Director of Finance

Wendy Williams, Director of Marketing/Planning

Oscar Tostado, East Valley Maintenance Manager

Eugenia Pinheiro, Contracts Manager

Krystal Turner, Contracts Administrator

Christine Van Matre, Contracts Administrator

Vicki Dennett, Executive Assistant to CEO/General Manager

### **B.** ANNOUNCEMENTS/PRESENTATIONS

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

### C. COMMUNICATIONS FROM THE PUBLIC

There were no comments from the public.

### D. Possible Conflict of Interest Issues

There were no conflict of interest issues identified.

### E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – July 9, 2015

M/S (Eaton/Wapner) that approved the Committee Minutes of July 9, 2015. Motion was unanimous by Members present.

2. Recommend to Board of Directors, Receive and File Construction Progress Report No. 39 through July 31, 2015 - sbX E Street Corridor BRT Project

CEO/General Manager Scott Graham presented the Construction Progress Report No. 39 for the period through July 31, 2015.

Project Budget: \$191.7 M Expended to Date: \$175.0 M Estimate at Completion: \$188.5 M

Lost Time Injuries: Zero with over 487,000 MH worked.

424,000 for the Corridor 63,500 for the VMF

### **Vehicle Maintenance Facility:**

- Achieved Substantial Completion on June 15, 2015.
- Placed into operation on June 16.
- Punch-list items and close-out documents in progress.

### **E Street Corridor:**

City of San Bernardino Final Acceptance:

 Pricing and negotiations continue with the contractor. Work is projected to be completed by September 2015.

### 10th to Highland:

- Work has been approved by the FTA and the contract executed with the contractor.
- Issuance of NTP pending commitment letter from the City of San Bernardino.
- PA System--design efforts continue.
- Traffic Signal Synchronization--efforts nearing completion. Six intersections remain to be implemented.

Administrative & Finance Committee Minutes August 13, 2015 – Page 3

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

3. Receive and File Omnitrans' Director of Finance Report on Forward Fuel Purchases for July 2015

Finance Director Don Walker reported that July was the eleventh month of the year-long hedging program. Member Davis asked if it would make sense for the fixed hedge price to be lower than 92 cents? That's what we are budgeted at, but it can be adjusted.

This item was received and filed by the Committee.

4. Recommend the Board of Directors Approve Director of Finance's Recommendation on Forward Fuel Purchase Program for Fiscal Year 2016

Finance Director Don Walker discussed this agenda item. He recommends continued monitoring, and if it begins to increase then we could consider getting back into the hedge. The intent is to lock in the price once it gets to our budgeted 92 cents, as stated in the Form Motion. The lowest the hedge price has been is 81 cents; it is currently at 82 cents. It should be a policy decision, not a staff decision, how to handle the budget surplus. The pipeline will have an impact, and is expected to go on-line next June. Chairman Graham would like to see the Form Motion rewritten to revise the ambiguous language and eliminate the confusion, and for this item to remain on the monthly agenda.

Member Hagman arrived at 8:12 a.m.

M/S (Wapner/Roberts) that recommended the Board of Directors approve the Director of Finance's recommendation to continue the Forward Fuel Purchase Program in FY2016 for twelve (12) months when the price per gallon is equal to or slightly above the \$0.92 budgeted for FY2016. Motion was unanimous by Members present.

5. Recommend the Board of Directors Approve Funding Agreement with San Bernardino Associated Governments for Countywide Vanpool Program

Finance Director Don Walker presented this agenda item for discussion. All FTA funding is held up by PEPRA, but Omnitrans is not obligated to fund if the FTA funding does not come through.

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

6. Recommend the Board of Directors Approve Memorandum of Understanding with San Bernardino Associated Governments regarding Project Cost Applied to Federal Transit Administration Grants

Administrative & Finance Committee Minutes August 13, 2015 – Page 4

Finance Director Don Walker presented this item for discussion. We don't know if this is common practice throughout the industry to charge actual administrative costs rather than a percentage of the grant; however, CEO/General Manager Scott Graham and SANBAG's Executive Director Ray Wolfe came to an agreement to charge SANBAG for actual costs incurred for managing and monitoring sub-recipient agreements.

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

7. Recommend the Board of Directors Approve Additional Spend Authority (Bench) Contracts HR13-149 (A-B), Temporary Employment Agency Services and Authorize Release of Request for Proposals RFP-HRS16-28, Temporary Employment Services

CEO/General Manager Scott Graham provided some background information for this item, and Contracts Manager Eugenia Pinheiro presented the item for discussion. A \$43,000 oversight occurred before the contract went into effect. Even though the contract has been exceeded, there is enough money in the budget to pay for the excess. Eugenia explained the steps that will be implemented to ensure this doesn't happen again. Member Robles asked that our process be monitored and presented at a later date for Board edification.

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

### F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:37 a.m. The next Administrative and Finance Committee Meeting is scheduled Thursday, September 10, 2015, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:	
Christine Vega, Administrative Secretary	



<b>ITEM</b> # E3	
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# OPERATIONS AND SAFETY COMMITTEE MINUTES SEPTEMBER 21, 2015

### A. CALL TO ORDER

The Operations and Safety Committee Meeting was called to order by Committee Chair John Roberts at 8:07 a.m., Monday, September 21, 2015.

- 1. Pledge of Allegiance
- 2. Roll Call Self-Introductions

### **Committee Members Present**

Council Member John Roberts – Committee Chair Mayor Ray Musser, City of Upland Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga Mayor Pro Tem Alan Wapner, City of Ontario – via Teleconference

### **Committee Members Not Present**

Mayor Richard DeLaRosa, City of Colton Supervisor Josie Gonzales, County of San Bernardino Supervisor James Ramos, County of San Bernardino Council Member Dick Riddell, City of Yucaipa

### **Omnitrans Administrative Staff Present**

Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Samuel Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Andres Ramirez, Program Manager
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing & Planning
Maurice Mansion, Treasury Manager
Oscar Tostado, East Valley Maintenance Manager
Mark Crosby, Loss Prevention Supervisor

### **B.** ANNOUNCEMENTS/PRESENTATIONS

There were no announcements.

### C. COMMUNICATION FROM THE PUBLIC

There were no communications from the public.

### D. Possible Conflict of Interest Issues

There were no conflict of interest issues identified.

### E. DISCUSSION ITEMS

1. Approve Operations and Safety Committee Meeting Minutes – May 11, 2015

M/S (Musser/Spagnolo) that approved the Committee Minutes of May 11, 2015. Motion was unanimous by Members present.

2. Receive and File Status Update: Progress on Solicitation for the Design-Build-Maintain Compressed Natural Gas (CNG) Infrastructure at East and West Valley Vehicle Fueling Facilities

IPMO Manager Andres Ramirez gave a PowerPoint presentation on this item. Significantly, East Valley and West Valley will go live at the same time, June 2016. Previously West Valley was scheduled for a year later, June 2017. I Street is still scheduled for June 2018. It would be an entirely new infrastructure installed at I Street; hence the later date. We do fuel unleaded at I Street, but we have time, coinciding with our plan to transition our fleet. The emergency generator utilizes diesel, and would run for three days maximum. Andres explained the Restore Area would become bus parking at the East Valley location. The ICE came in significantly higher than the Feasibility Study, which Andres explained. The three significant areas of cost differences include Redundancy, Compressor Equipment Costs, and Emergency Power. Because of the increased costs, the number of compressors at each site will be reduced from 4 to 3 at East Valley, and 3 to 2 at West Valley. Increased horsepower of the compressors would enable continued operations if one of the two compressors at West Valley goes down. Scrap value of current equipment is estimated at \$100,000 total from both locations. Andres closed the presentation with estimated project benefits, including alleviating the community's concerns regarding the LNG tanks, which would be removed. Member Wapner expressed his disappointment in the difference between the ICE and the Feasibility Study, and questioned the salvage values and their inclusion in the initial Feasibility Study.

M/S (Musser/Spagnolo) that the Board of Directors receive and file the status update for the use of Design-Build-Maintain method and the solicitation for the Design-Build-Maintain Compressed Natural Gas (CNG) Infrastructure at East Valley and West Valley Operations and Safety Committee Minutes September 21, 2015 – Page 3

Vehicle Fueling Facilities, which are being developed by Omnitrans' "On Call" Architect and Engineering firm, STV, Inc. Inform the Committee of Omnitrans' intention to request that the Board approve the use of the Design-Build-Maintain method for this solicitation and approve the release of the solicitation documents at the October 7, 2015 Board Meeting. Motion was unanimous by Members present.

### F. REMARKS AND ANNOUNCEMENTS

### G. ADJOURNMENT

The Operations and Safety Committee adjourned at 8:33 a.m. The next Committee Meeting will be scheduled and posted at Omnitrans and on the Omnitrans website.

Prepared by:	
Christine Vega, Administrative Secretary	

**ITEM** # \_ E4

OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of October 20, 2015

Submitted for the Board Meeting of: November 4, 2015

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DEPARTMENT	Positions*		Ш	HNIC	000	MPC	<b>ETHNIC COMPOSITION</b>	NC			ETH	<b>ETHNIC COMPOSITION</b>	NOC	POSI	TION		Vacancies	(n			N	INTERVIEWED	WED						٩	PPO	APPOINTED				
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MAINTENANCE	107	30	11	51	5	-	-	က	16	3	0	0	-	0	0	0	4	-	-	2	0	. 0	0	-	0	0	0	-	0	0	0	0	0	0	
EXECUTIVE OFFICE	5	-	-	0	0	0	0	0	·	2	0	0	0	0	0	0 0	- 1	0	0	0	0 0	0	0	0	0	0	0	0	0	0	0	0	0	0	
INFORMATION TECH. SERVICES	8	2	0	-	4	0	-	0	-	0	0	0	0	0	0	0	0	0	0	0	0 0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MARKETING/ PLANNING	31	4	0	2	-	0	1	0	-	5	0	12	0	0	-	2 0	0 0	0	0	4	0 0	0	0	0	0	0	0	60	0	0	0	0	0	0	
HUMAN RESOURCES/ SAFETY/SECURITY	13	ღ	0	-	0	0	0	0	0	2	0	က	0	0	0	2 0	-	4	-	-	0	0		0	2	0	0	0	-	0	0	0	0	0	
PROCUREMENT	21	4	-	7	0	0	-	-	က	6	2	-	0	0	-	0	-	0	2	0	0	0		0	-	0	-	0	0	0	0	-	0	-	
FINANCE	12	0	2	0	2	0	0	0	-	2	0	8	2	0		0 0	0	0	0	0	0 0	0	0	0	0	0	0	0	0	0	0	0	0	0	
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																	*Reflects numbers from	numbe	rs fro	E															

"includes 7 temporary 5-week trainee positions the FY16 budget

COMPLETED BY:

IWD = Individuals With Disabilities VET = Protected Veterans

C = Caucasian B = Black H = Hispanic

C B H AS AI 152 214 236 20 3 23% 33% 36% 3% #### PERCENTAGES

VET 66 10% 19 3%

2+ 28 4%

AS = Asian AI= American Indian 2+ = Two or More Races NH/PI = Native Hawaiian or Other Pacific Islander



ITEM#	E5
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### AGENCY MANAGEMENT REPORT

### **FIRST QUARTER 2016** FISCAL YEAR 2016

### **Agency Results**

Operating Revenue
First Quarter Operating Revenue of \$18,361,287 is \$795,960 under budget. The negative First Quarter variance is primarily driven by passenger fares coming in lower than planned.

### Operating Expense

First Quarter Operating Expense of \$17,757,109 is \$1,411,150 under budget. The current quarter's variance is driven by several areas being under budget and the start of the new fiscal year.

### Ridership

During the First Quarter, Omnitrans carried a total 3,327,360 passengers. This consisted of 3,216,980 on Fixed Route service and 110,380 on Demand Response routes. This reflects a total system decrease of 13.17% when compared to the same period last year.

### Revenue Hours/Revenue Miles

During the First Quarter, Omnitrans provided a total of 207,352 revenue hours reflecting an increase of .62% versus the same period last year. Omnitrans logged a total of 2,829,695 revenue miles during the quarter, reflecting an increase of .03% when compared to same period last year.

### Farebox Recovery Ratio

First Quarter farebox revenue for Fixed Route/Omnilink is \$3,252,192 versus \$3,468,065, for the same period last year. This is a decrease of 6.22%. The farebox recovery ratio for the quarter is 22.18%.

First Quarter farebox revenue for Access is \$447,946 versus \$447,829 for the same period last year. This is an increase of .03%. Farebox recovery ratio for the quarter is 14.95%.

### **Financials**

Total Salaries and Benefits of \$10,953,585 are \$78,415 under budget for the First Quarter.

Total Services are \$450,228 or \$246,850 under budget in the First Quarter. The current quarter's positive variance is principally driven by professional services being less than planned.

Materials and Supplies are \$1,819,153 or \$648,400 under budget in the First Quarter. The current quarter's variance is principally driven by gasoline being less than planned.

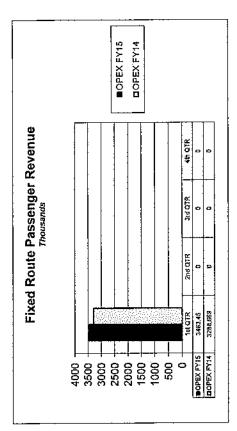
Purchased Transportation is \$2,066,736 or \$214,200 under budget in the First Quarter. The current quarter's variance is driven by the startup of the new contract with the vendor.

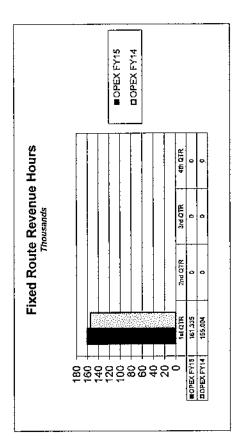
Other Expenses are \$2,467,406 or \$119,089 under budget in the First Quarter. The current quarter variance is primarily driven by printing and advertising and occupancy being lower than planned.

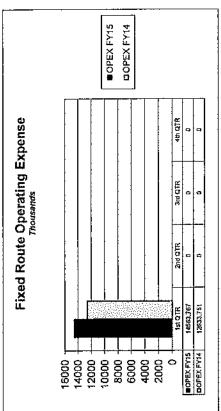
### PERFORMANCE STATISTICS FISCAL YEAR 2016 First Quarter 2016

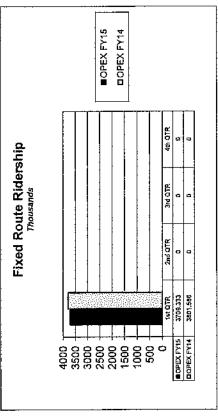
			YR/YR			YR/YR
	Current	Quarter	inc/(dec)	<u>Year-T</u>		<u>inc/(dec)</u>
	First Quarter 2016	First Quarter 2015	CURRENT	First Quarter 2016	First Quarter 2015	YTD
Total Passenger Revenue & Subsidy						ļ
Fixed Route	\$3,252,192	\$3,288,669	-1.1%	\$3,252,192	\$3,463,450	
Demand Response	\$447,946	\$452, <b>44</b> 5	-1.0%	\$447,946	\$452,445	-1.0%
Total Passengers						
Fixed Route	3,216,980	3,706,605	-13.2%		3,706,605	-13.2%
Demand Response	110,380	125,382	-12.0%	110,380	125,382	-12.0%
Farebox Recovery Ratio						
Fixed Route/OmniLink	22.18%	23.79%		22.18%	23.79%	
Access	14.95%	15.05%		14.95%	15.05%	•
Total Passengers per Revenue Hour	]					
Fixed Route	19.5	23.1	-15.8%		23.1	
Demand Response	2,6	2.7	-4.5%	2,6	2.7	-4.5%
Revenue per Passenger						
Fixed Route	1.01	0.93	8.2%		0.93	
Demand Response	4.06	3.61	12.5%	4:06	3.61	12.5%
Cost per Passenger						
Fixed Route	4.56	3.93	16.0%		3.93	
Demand Response	27.15	23.97	13.2%	27.15	23.97	13.2%
Cost per Revenue Hour						
Fixed Route	88.85	90.89			90.89	1
Demand Response	70.84	65.53	8.1%	70.84	65.53	8.1%

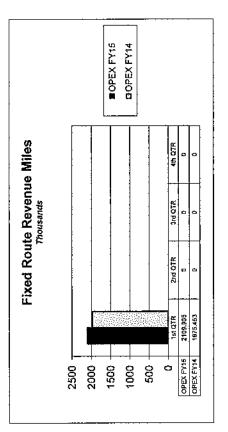
	<u>Actual</u>	<u>Target</u>
On Time Performance Fixed Route Demand Response	85.76% 86.09%	90% 90%
Headcount (includes PT Operators, excludes IPMO)	632	666

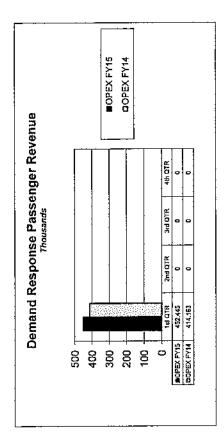


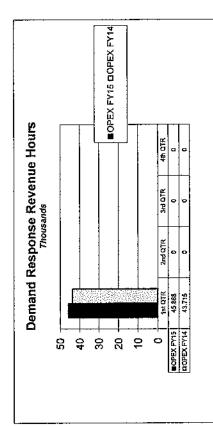


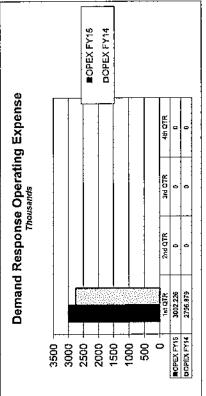


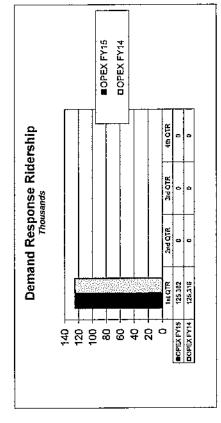


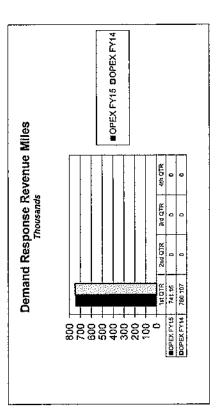












# Statement of Operations Fiscal Year: 2016

% of	Budget	87%	91%	100%	29%	~485%	100%	100%	%0	%86	<b>%96</b>		104%	95%	65%	74%	83%	110%	%0	91%	<b>56%</b>	205%	%0		93%		966 95%
	Fav/(Unf)	(542,864)	(7,364)	9	(63,518)	(124,409)	ິຕ	<del>(</del> 2	o	(57,805)	(795,960)		(260,068)	338,483	246,850	648,400	170,022	(130,053)	12,321	214,200	190,222	(27,962)	104,196	(95,459)	1,411,150	615,191	78,415 119,089
tember 2015	Budget	4,167,935	82,432	1,317,568	153,750	21,250	9,702,520	404,428	0	3,307,364	19,157,246		6,753,311	4,278,689	820,069	2,467,553	986,425	1,304,005	12,321	2,280,937	257,217	26,528	104,196	0	19,168,260	(11,013)	11,032,000 2,586,496
YEAR-TO-DATE: September 2015	Actual	3,625,071	75,068	1,317,567	90,232	(103,159)	9,702,522	404,427	0	3,249,559	18,361,287		7,013,379	3,940,206	450,228	1,819,153	816,403	1,434,058	0	2,066,736	966'99	54,491	O	95,459	17,757,109	604,177	10,953,585 2,467,406
ber)	Operating Revenues	Passenger Fares	Measure   Subsidy - Fares	Measure I Subsidy - Operating	Auxillary Transportation Revenue	Non-Transportation Revenue	LTF Operating	STAF Operating	JARC - Operating Assistance	Capital Funds for Operations	Total Revenues	Operating Expenses	Labor	Fringe Benefits	Services	Materials and Supplies	Occupany	Casuality and Liability	Taxes and Fees	Purchased Transportation	Printing and Advertising	Miscellaneous Expense	Lease and Rental	Capital Purchase Expense	Total Operating Expense	Net Gain (Net Loss)	Sai & Ben Other
st, Septem	Budget	87%	91%	100%	29%	%0	100%	100%	%0	%86	%96		104%	95%	<b>92%</b>	74%	83%	110%	<b>%</b> 0	91%	76%	205%	<b>%0</b>		93%		99% 95%
er (July, Augu	Fav/(Unf)	(542,864)	(7,364)	3	(63,518)	(124,409)	က	£	0	(57,805)	(795,960)		(260,068)	338,483	246,850	648,400	170,022	(130,053)	12,321	214,200	190,222	(27,962)	104,196	(95,459)	1,411,150	615,191	78,415 119,089
TER: First Quar	Budget	4,167,935	82,432	1,317,568	153,750	21,250	9,702,520	404,428	¢	3,307,364	19,157,246		6,753,311	4,278,689	697,078	2,467,553	986,425	1,304,005	12,321	2,280,937	257,217	26,528	104,196	0	19,168,260	(11,013)	11,032,000 2,586,496
CURRENT QUARTER: First Quarter (July, August, September)	Actual	3,625,071	75,068	1,317,567	90,232	(103,159)	9,702,522	404,427	0	3,249,559	18,361,287		7,013,379	3,940,206	450,228	1,819,153	816,403	1,434,058	0	2,066,736	966'99	54,491	0	95,459	17,757,109	604,177	10,953,585 2,467,406





**DATE:** November 4, 2015

**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 July – September 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 September 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	\$ 1	0,111,550.45					0.33%		
	Interest for QTR		\$	9,033.95			0.28%		
					\$	(7,900,000.00)	0.32%		
			\$	13,000,000.00			0.33%		
					\$	(3,500,000.00)	0.33%		
					\$	(3,150,000.00)	0.34%		
			\$	23,120,584.40	\$	(14,550,000.00)			
Net LAIF Funds					\$	8,570,584.40		\$	8,570,584.40
Fair Marketing Value	Fair Value Factor						1.000594646	\$	8,575,680.86
	\$	816,837.94							
Union Bank Money Market	Interest		\$	21.22			0.01%		
GMRA									
			\$	816,859.16	_	-			
					\$	816,859.16		\$	816,859.16
	\$ 2	1,448,456.55							
Union Bank Money Market	Interest		\$	23,203.45			0.03%		
Caltrans Capital Project Funds			\$	250,000.00	\$	(2,337,009.46)			
			\$	21,721,660.00	\$	(2,337,009.46)			
					\$	19,384,650.54		\$	19,384,650.54
Union Bank CDs	\$	8,433,176.21			\$	(250,000.00)			
			\$	12,368.54					
			\$	8,445,544.75	\$	(250,000.00)		\$	8,195,544.75
Citybank	\$	47,389.42							
Morgan Stanley Futures Account	Gain/Loss for month								
					\$	(47,389.42)			
			\$	47,389.42	\$	(47,389.42)		\$	-
	\$	1,214,422.16							
	Passenger		\$	3,318,955.47					
	Grants' Revenue		\$	17,694,562.45					
	Miscellaneous Revenue		\$	129,333.60		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	Transfers From (To) LAIF		\$	14,550,000.00	\$	(13,000,000.00)			
	Transfers From (To) Money N		\$	2,337,009.46					
	Transfers From (To)Morgan S	Stanley Futur	<b>\$</b>	31,727.32		- (45 072 075 02)			
	Accounts Payable Payroll and Payroll Taxes				\$	(15,873,675.93)			
	Employee Benefits				\$ \$	(8,227,849.11) (1,266,473.13)			
	Bank Service Charge				\$	(1,266,473.13)			
	Bank Service Charge				Ψ	(13,149.00)			
			\$	39,276,010.46	\$	(38,381,147.83)			
Net Union Bank Operating Funds			Ψ	33,210,010.40	\$	894,862.63		\$	894,862.63
chian bank operating railes					_	33 4,002.00		<u>*</u>	00-1,002.00
	<u> </u>	2 700 00							
Petty Cash	\$	3,700.00		\$2,000.00	¢	5,700.00		¢	E 700 00
Guy Gasii				φ∠,∪∪∪.∪∪	Ψ	3,700.00		\$	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

37,948,297.94 **Total Cash & Investments** 

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:** November 4, 2015

**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 JULY - SEPTEMBER 2015

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

Payroll Period	Amount	Register #
07/01/15-07/31/15	\$656,906.80	14-15
08/01/15-08/31/15	\$606,727.53	16-17
09/01/15-09/30/15	\$941,874.24	18-20

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

Payroll Period	Amount	Register #
07/01/15-07/31/15	\$1,909,512.75	14-15
08/01/15-08/31/15	\$1,893,570.72	16-17
09/01/15-09/30/15	\$2,865,607.70	18-20

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

Register Date	Amount	Register #
07/01/15-07/31/15	\$7,630,254.48	765-770
08/01/15-08/31/15	\$ 3,738,300.02	771-775
09/01/15-09/30/15	\$ 4,505,121.43	776-780

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



**DATE:** November 4, 2015

**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. 40 THROUGH

SEPTEMBER 30, 2015 – sbX E STREET CORRIDOR BRT PROJECT

### **FORM MOTION**

Receive and file Construction Progress Report No. 40 for the sbX E Street Corridor BRT Project through September 30, 2015.

This item was reviewed by the Administrative and Finance Committee at its October 15, 2015, meeting, and recommended for receipt and file.

### **BACKGROUND**

This is Construction Progress Report No. 40 for the sbX E Street Corridor Project.

### **CONCLUSION**

Receive and file Construction Progress Report No.40 for the sbX E Street Corridor BRT Project through September 30, 2015.

PSG:AR

Attachment

# sbX E Street Corridor Bus Rapid Transit (BRT) Project

### **Construction Progress Report No. 40**

**September 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
  - A. Summary of Project Schedule Vehicle Maintenance Facility (VMF)
- III. RFIs, Submittals, and Non-Conformance Reports
  - A. Vehicle Maintenance Facility (VMF)
- IV. Safety
- V. Project Budget and Cost
- VI. Change Orders and Claims
  - A. VMF Change Orders



### I. PROJECT STATUS SUMMARY

### A. Project Description

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

The project consists mainly of three components, the E Street Corridor, the purchase of 60' articulated buses, and the modifications to the Vehicle Maintenance Facility. All three of these components have achieved substantial completion.

The Vehicle Maintenance Facility is 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:

- Negotiations complete with the contractor and Change Order issued.
- Work is projected to commence at the end of October and is scheduled to take 120 days.

### 10<sup>th</sup> to Highland:

- NTP issued for start of construction.
- Traffic control drawings have been submitted and approved by the City.
- Street work scheduled to start on October 26, 2015.

### PA System:

- Received 90% drawings and 30% specifications.
- Final design continues.
- Bid package scheduled to be presented to Board in December for release.

### Traffic Signal Synchronization

- Phase 1 Traffic Signal timing coordination is complete.
- Observation and adjustments started and will continue.

### **Vehicle Maintenance Facility:**

- Substantial Completion June 15, 2015
- Negotiations for final completion on going.
- Vacuum system, concrete patch, and removal of temporary canopy work being prepared for contract.



### II. PROJECT SCHEDULE

The corridor work associated with the construction project is complete and revenue service was achieved as planned. Final City Acceptance work has been negotiated is scheduled to start at the end of October. Following is the schedule status update as it pertains to the VMF:

### A. Summary of Project Schedule – Vehicle Maintenance Facility (VMF)

Substantial completion was achieved on June 15, 2015 and the facility was placed into operation. Final completion is being negotiated with the contractor.

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

### **Vehicle Maintenance Facility (VMF)**

Total RFIs – 259	Total Submittals – 432	Total NCRs – 20
Total Open – 0	Total Open – 0	Total Open – 3

### IV. SAFETY

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

VMF – The project achieved substantial completion with 643,436 "no-lost time" hours.

### V. PROJECT BUDGET AND COST

### TOTAL PROGRAM BUDGET BUDGET AS OF August 31, 2015

Approved Budget \$191,706,000 Cost to Date \$175,707,830

Estimate to Complete

Corridor Project \$8,138,544 10<sup>th</sup> to Highland \$4,682,050 Estimate at Completion \$188,528,4247

### VMF CORRIDOR PROJECT COSTS - AS OF August 31, 2015

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE					
STV Inc.	\$2,057,929	\$1,862,813	\$195,116					
USS Cal Builders	\$14,498,151	\$14,315,281	\$182,870					
Total	\$16,556,080	\$16,178,094	\$377,986					



### **VMF CONTRACT TIME**

Activity	Days	Date
Notice to Proceed		12/10/12
Calendar Days per Original Contract	425	02/08/14
CCO Time Extension to Date	241	10/7/14
Negotiated Time Extension	267	6/30/15
Total Revised Contractual Time	933	6/30/15
Calendar Days Completed as of June 15 Substantial	933	
Remaining Completion Days as of June 15 Substantial	45	
Forecasted Final Completion		10/31/15
Percent Time Elapsed	100%	

### **CHANGE ORDERS**

### VMF CONTRACT CHANGE ORDERS - As of August 31, 2015

Change Order Status	Amount
Approved Change Orders	\$3,981,778
Pending / Potential Change Orders	\$52,161
Trends / Risks	\$611,590
Total	\$4,645,529

### Budget By Contract Packages 31-Aug-2015

( Contract Award + Approved Changes)

(Approved Current Budget-Committed)

Forecast Potential Uses of Contingency

31-Aug-2015					% of			Approved Changes)		Committed)	Potenti Pending	al Uses of Conti	ngency
	PCGA Budget	Approved Current Budget	Authorized for Expenditure	Expended to Date	Approved Current Budget	Contracts Awarded	Approved Changes	Committed	Expenditure Authorization Remaining	Remaining Contingency	Commitments/ Potential Changes	Trends/Risks	Estimate At Completion
BRT Construction													
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	79,600,695	94.4%	64,937,853	14,662,842	79,600,695	8,159,568	5,036,305	1,754,426	151	81,355,120
Art			68,000	68,000		68,000	5	68,000	351	(68,000)	\$ <del>=</del> ;	357	68,000
Other Direct Payments			48,401	143,892		143,892	-	143,892	(95,491)	(143,892)	289	2.43	143,892
Delineators				89,943		89,943		89,943	(89,943)	(89,943)	0.0	18.	89,943
PA System						6 <b>.</b>	-				425,000	3#3	425,000
Miscellaneous Work				(±1)		17,500	×	17,500	(17,500)	(17,500)	150,000	5 <b>4</b> 1	167,500
BRT Design													
Parsons	19,193,400	17,849,400	18,097,876	16,946,143	95.0%	14,706,229	3,463,591	18,169,819	(71,943)	(320,419)	(1,079,058)	824	17,090,761
PA System			Ü	19,500		83,000	-	83,000	(83,000)	(83,000)	8,300	1 <del>4</del> 2	91,300
Miscellaneous Work							ě	-	-	-		-	2
VMF Construction - USS Cal Builders	5,370,000	8,131,000	14,498,152	14,407,423	177.2%	10,579,786	3,981,778	14,561,564	(63,412)	(6,430,564)	62,161	611,590	15,235,315
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	) <b>=</b> (	2,024,756
Carlin Environmental			27,800	18,380		10,000	9,800	19,800	8,000	(19,800)	-	3=1	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	581	15,846,682
Other Vehicle Equipment			318,853	173,484		318,853	· ·	318,853		(318,853)	75,000	721	393,853
ROW Acquisition Services-SANBAG	6,532,000	10,357,000	11,738,400	11,150,421	107.7%	10,971,135	767,265	11,738,400	7 <u>2</u>	(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)	20,000	(=)	1,126,117
Project Admin. And Management													
Jacobs	6,638,000	6,632,000	11,852,647	12,892,865	194.4%	3,898,769	9,007,226	12,905,995	(1,053,348)	(6,273,995)	25,000	351	12,930,995
Other													
IPMO	17,624,000	15,012,450	14,722,701	13,159,728	87.7%	15,172,701	-	15,172,701	(450,000)	(160,251)	(300,000)	3=1	14,872,701
Insurance	1,113,000	1,112,000	500,000	- 050,000	0.0%	500,000	•	500,000	1=1	612,000	(500,000)	3=1	4 000 000
Legal-BB&K, County In Kind Contributions	2,525,450 8,080,550	1,000,000 8,080,550	1,000,000 8,080,550	358,600 8,401,239	35.9% 104.0%	1,000,000 8,401,239	-	1,000,000 8,401,239	(320,689)	(320,689)	_	72	1,000,000 8,401,239
Survey	1,464,000	1,463,000	464,000	0,401,∠39	0.0%	25,000	2	25,000	439,000	1,438,000	12	-	25,000
Start-Up	720,000	720,000	700.000	1 22	0.0%	700,000	<u>-</u>	700.000	439,000	20,000			700,000
Start-Op	720,000	720,000	700,000	_	0.070	700,000		700,000		20,000		_	700,000
Sub-Total	177,676,000	173,633,000	188,431,091	175,707,830	101,2%	149,164,617	33,266,338	182,430,955	6,000,135	(8,797,955)	703,829	711,590	183,846,374
Unallocated Contingency	14,030,000	18,073,000	4,584,716					8,797,955		9,275,045			7,859,626
10th to Highland Projected Costs			4,682,050	127					4,682,050	328	4,632,050	50,000	4,682,050
Remaining Unallocated Contingency					Ī								3,177,576
Total	191,706,000	191,706,000	188,528,424	175,707,830	91.7%								191,706,000

### PROJECT COSTS BY SCC

### IPMO/sbX Project Costs Through 31-Aug-2015

	31-Aug-2015			1								¥		
Standard Cost			Budget Authority	3명 1924년 및 12일 12일 (1	Allocated	1000				A100			and the same of the same	
Category	Description		(PCGA)	Current Budget	Contingency	Revised Budget	Expenditu	Expenditures R		Comr	nitted	Estimate to Complete	Estimate at Completion	
(\$CC)			Ś				Ś			Contract Amt.	Change Orders	(Pending/Potential/ Trends/Risks)		
(SCC)	GUIDEWAY & TRACK ELEMENTS		\$ 17,984,000	\$ 19,725,000	\$ (1,182,480)	\$ 18,542,520	\$ 18,414,410		\$ 128,110	\$ 14,748,635	\$ 3,299,139		\$ 18,542,520	
	Guideway: At-grade semi-exclusive (allows cross-		7 17,50-,000	\$ 15,720,000	<b>V</b> (1,101,400)	Q 10,5-12,525	Ç 10,414,410	30.470	ų 110,110	Ψ 17,770,000	9 0,255,265	<b>4 13</b> 1,710	20,542,020	
10.02	traffic)	0.2	\$ 16,686,000	\$ 18,353,000	\$ (1,949,655)	\$ 16,403,345	16,469,696	89.7%	\$ (66,351)	\$ 13,119,892	\$ 2,932,568	\$ 350,885	\$ 16,403,345	
10.03	Guideway: At-grade in mixed traffic	0.03	\$ 1,298,000		\$ 767,175	\$ 2,139,175	1,944,714	141.7%	\$ 194,461	\$ 1,628,744	\$ 366,571	\$ 143,861	\$ 2,139,175	
20	STATIONS, STOPS, TERMINALS, INTERMODAL		\$ 17,201,000	\$ 14,917,000	\$ (592,773)	\$ 14,324,227	\$ 14,151,023	94.9%	\$ 173,204	\$ 11,401,205	\$ 2,565,997	\$ 357,024	\$ 14,324,227	
	At-grade station, stop, shelter, mall, terminal,													
20.01	platform	0.18	\$ 17,201,000	\$ 14,917,000	\$ (592,773)	\$ 14,324,227	14,151,023	94.9%	\$ 173,204	\$ 11,401,205	\$ 2,565,997	\$ 357,024	\$ 14,324,227	
and the	SUPPORT FACILITIES: YARDS, SHOPS, ADMIN.						The second second					122		
30	BLDGS		\$ 5,370,000		\$ 7,104,315	\$ 15,235,315	\$ 14,407,423		\$ 827,892	\$ 10,579,786	\$ 3,981,778			
30.02	Light Maintenance Facility	0.83 0.17	\$ 1,265,000	\$ 4,265,000	\$ 8,380,312	\$ 12,645,312	12,013,719	281.7%	\$ 631,592	\$ 8,781,222	\$ 3,304,876	\$ 559,214	\$ 12,645,312	
30.05	Yard and Yard Track SITEWORK & SPECIAL CONDITIONS	0.17	\$ 4,105,000 \$ <b>35,611,000</b>		\$ (1,275,996) \$ (5,412,099)	\$ 2,590,004 \$ 28,858,901	2,393,703 \$ 27,901,962	61.9% <b>81.4%</b>	\$ 196,300 <b>\$ 956,939</b>	\$ 1,798,564 \$ 23,257,030	\$ 676,902 \$ 4,985,366			
40.01	Demolition, Clearing, Earthwork	0.01	\$ 4,785,000	\$ 4,741,000	\$ (3,925,330)	\$ 815,670	440,613	9.3%	\$ 375,057	\$ 651,497	\$ 146,628	\$ 17,544	\$ 815,670	
40.02	Site Utilities, Utility Relocation	0.11	\$ 4,745,000		\$ 5,479,371	\$ 8,972,371	8,955,580	256.4%	\$ 16,792	\$ 7,166,472	\$ 1,612,913	\$ 192,987	\$ 8,972,371	
40.02	Utility Relocation - Utility Company	1	\$ 1,500,000		\$ (373,883)	\$ 1,126,117	1,222,246	81.5%	\$ (96,129)	\$ 1,106,117	\$ -	\$ 20,000	\$ 1,126,117	
	Site structures including retaining walls, sound				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				, , , , , , , , , , , , , , , , , , , ,		30	,		
40.05	walls	0.01	\$ 99,000	\$ 90,000	\$ 725,670	\$ 815,670	447,545	497.3%	\$ 368,125	\$ 651,497	\$ 146,628	\$ 17,544	\$ 815,670	
	Pedestrian / bike access and accommodation,											5		
40.06	landscaping	0.05	\$ 6,312,000	\$ 6,925,000	\$ (2,846,649)	\$ 4,078,351	4,107,505	59.3%	\$ (29,155)	\$ 3,257,487	\$ 733,142	\$ 87,721	\$ 4,078,351	
000000000	Automobile, bus, van accessways including	2000000	an analysis of the	1000 10 019 019 010 000	45. 025.005.00.000	in someone some	0.000.000	55000000000	es. As the control was	109W 5.575E005W75EW75	1840 /00/1818/00/80	120	1000	
40.07	roads, parking lots	0.05	\$ 6,972,000	\$ 3,601,000	\$ 477,351	\$ 4,078,351	4,157,392	115.5%	\$ (79,041)	\$ 3,257,487	\$ 733,142	\$ 87,721	\$ 4,078,351	
	Temporary Facilities and other indirect costs													
40.08	during construction	0.11	\$ 11,198,000		\$ (4,948,629)	\$ 8,972,371	8,571,081	61.6%	\$ 401,290	\$ 7,166,472	\$ 1,612,913	\$ 192,987		
50.02	SYSTEMS Traffic signals and crossing protection	0.08	\$ 19,984,000 \$ 11,386,000		\$ <b>4,922,923</b> \$ (4,284,639)	\$ <b>21,649,923</b> \$ 6,525,361	<b>20,657,380</b> 6,633,616	<b>123.5%</b> 61.4%	992,543 \$ (108,255)	\$ <b>16,956,434</b> \$ 5,211,980	\$ 3,812,339 \$ 1,173,027			
50.05	Communications	0.08	\$ 6,294,000		\$ 5,204,871	\$ 9,414,871	8,428,264	200.2%	\$ (108,255)	\$ 7,183,972	\$ 1,612,913		\$ 9,414,871	
50.06	Fare collection system and equipment	0.07	\$ 2,304,000		\$ 4,002,691	\$ 5,709,691	5,595,500	327.8%	\$ 114,191	\$ 4,560,482	\$ 1,026,399			
55.55	St. 10 10 10 10 10 10 10 10 10 10 10 10 10	OI OI							10		3.7			
60	Construction Subtotal (10-50) ROW, LAND, EXISTING IMPROVEMENTS		\$ 96,150,000 \$ 6,532,000		\$ 4,839,887 \$ 267,265	\$ 98,610,887 \$ 6,799,265	95,532,198 \$ 6,115,375	101.9% 93.6%	\$ 3,078,689 683,890	\$ 76,943,091 \$ 6,032,000	\$ 18,644,619 \$ 767,265		\$ 98,610,887 \$ 6,799,265	
60.01	Purchase or lease of real estate	0.97	\$ 6,327,000		\$ 267,265	\$ 6,594,265	5,950,445	94.0%	\$ 643,820	\$ 5,827,000	\$ 767,265		\$ 6,594,265	
00.01	r di diase of rease of real estate	0.37	9 0,327,000	9 0,327,000	201,203	ŷ 0,35 <del>-1</del> ,203	3,330,440	34.070	9 0-0,020	ÿ 3,027,000	7 707,200	·	0,334,203	
60.02	Relocation of existing households and businesses	0.03	\$ 205,000	\$ 205,000	\$ -	\$ 205,000	164,930	80.5%	\$ 40,070	\$ 205,000	\$ -	ś -	\$ 205,000	
70	VEHICLES		\$ 16,628,000		\$ (387,465)	\$ 16,240,535	\$ 15,365,942	92.4%	\$ 874,593	\$ 15,802,425	\$ 325,110	\$ 113,000		
70.04	Bus	1	\$ 15,448,000	\$ 15,448,000	\$ 398,682	\$ 15,846,682	15,192,458	98.3%	\$ 654,224	\$ 15,483,572	\$ 325,110	\$ 38,000	\$ 15,846,682	
70.06	Non-revenue vehicles	1	\$ 250,000	\$ 250,000	\$ (250,000)	\$ -	(e	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
70.07	Spare parts	1	\$ 930,000		\$ (536,147)	\$ 393,853	173,484	18.7%	\$ 220,369	\$ 318,853	\$ -	\$ 75,000	\$ 393,853	
80	PROFESSIONAL SERVICES		\$ 58,365,000		\$ 5,493,687	\$ 62,195,687	\$ 58,694,314	103.5%	\$ 3,501,373	\$ 50,387,102	\$ 13,529,344			
80.01	Preliminary Engineering	0.63	\$ 12,933,000	\$ 12,921,000	\$ (808,231)	\$ 12,112,769	12,876,525	99.7%	\$ (763,756)	\$ 9,922,662	\$ 2,848,934	\$ (658,828	\$ 12,112,769	
80.02	Final Design	0.37	\$ 7,268,000	\$ 7,261,000	\$ 1,641,983	\$ 8,902,983	7,708,387	106.2%	\$ 1,194,597	\$ 7,616,730	\$ 1,673,183	\$ (386,930	\$ 8,902,983	
00.00	Project Management for Design and	4	47.500.000	\$ 15.997.000	ć (4.40.4.200)	å 44070.704	13.159.728	82.3%	A 740.070	4 4 5 4 7 0 7 0 4	Å.	(200,000	44.070.704	
80.03 80.04	Construction Construction Administration & Management	1	\$ 17,622,000		\$ (1,124,299) \$ 6,298,995	\$ 14,872,701 \$ 12,930,995	13,159,728	194.4%	\$ 1,712,973 \$ 38,130	\$ 15,172,701 \$ 3,898,769	\$ 9,007,226	\$ (300,000 \$ 25,000	\$ 14,872,701 \$ 12,930,995	
00.04	Professional Liability and other Non-Construction	-	0,030,000	0,032,000 پ	A 0,520,332	↑ T7,320,332	14,034,065	1.24.4%	ا05,130 ب	5/ اوکرہ ک	ع,007,226	⊋ ∠3,000	y 12,350,995	
80.05	Insurance	1	\$ 1,113,000	\$ 1,112,000	\$ (1,112,000)	Ś	2-	0.0%	ŝ -	\$ 500,000	\$ -	\$ (500,000	s -	
0,01,00	Legal; Permits; Review Fees by other agencies,		2,220,000	2,222,000	(1)111,000)	100	8.1	5.5%	WF-0 4000		in the second se	, (550,000		
80.06	cities, etc.	1	\$ 1,000,000	\$ 1,000,000	\$ 3,250,000	\$ 4,250,000	3,655,570	365.6%	\$ 594,430	\$ 4,150,000	\$ -	\$ 100,000	\$ 4,250,000	
80.06	In-Kind Contributions		\$ 9,606,000	\$ 9,596,000	\$ (1,194,761)	\$ 8,401,239	8,401,239	87.5%	\$ 1-7	\$ 8,401,239	\$ -	\$ -	\$ 8,401,239	
80.07	Surveys, Testing, Investigation, Inspection	1	\$ 1,464,000		\$ (1,438,000)	\$ 25,000	55	0.0%	\$ 25,000	\$ 25,000	\$	\$ -	\$ 25,000	
80.08	Start up	1	\$ 721,000		\$ (20,000)	\$ 700,000	16	0.0%	\$ 700,000	\$ 700,000	\$	\$	\$ 700,000	
	Subtotal (10-80)		\$ 177,675,000		\$ 10,213,374	\$ 183,846,374	\$ 175,707,830		\$ 8,138,544	\$ 149,164,617	\$ 33,266,338			
90	UNALLOCATED CONTINGENCY		\$ 14,031,000		\$ (10,213,374)	\$ 7,859,626		0.0%	\$ 7,859,626	\$ .	\$ .	\$ 7,859,626		
100	Subtotal (10-90) FINANCE CHARGES		\$ 191,706,000	\$ 191,706,000			175,707,830	91.7%	\$ 15,998,170	\$ 149,164,617 \$	\$ 33,266,338 \$ -	\$ 9,275,045 \$	\$ 191,706,000	
			<b>3</b>	,				0.0%	÷ .	•	9	,		
TO	TAL PROJECT COST (10-100)		\$ 191,706,000	\$ 191,706,000			175,707,830	91.7%	\$ 15,998,170				\$ 191,706,000	

### IPMO/sbX Project Cost Report Period Ended 31-Aug-2015

Description				Approved	Expenditures		Remaining	Committed		Estimate to		Estimate at		Budget Forecast		
**	Cu	ırrent Budget	Cı	urrent Budget		\$	%	Budget		%	- 1	Complete		Completion		Variance
BRT Construction	\$	84,637,000	\$	84,637,000	\$	79,902,529	94.4%	4,734,471	\$ 79,920,029	94.4%	\$	2,329,426	\$	82,249,455	\$	2,387,545
Vehicle Maintenance Facility (VMF) Construction	\$	8,131,000	\$	8,131,000	\$	14,407,423	177.2%	(6,276,423)	\$ 14,561,564	179.1%	\$	673,751	\$	15,235,315	\$	(7,104,315)
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	\$	11,150,421	107.7%	(793,421)	\$ 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%	\$	20,000	\$	1,126,117	\$	(123,117)
BRT Design	\$	17,849,400	\$	17,849,400	\$	16,965,643	95.0%	883,757	\$ 18,252,819	102.3%	\$	(1,070,758)	\$	17,182,061	\$	667,339
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	\$	34,812,432	102.3%	(792,432)	\$ 38,704,935	113.8%	\$	(775,000)	\$	37,929,935	\$	(3,909,935)
Allocated Contingency (Construction Contract)	\$	-	\$	Ε				-	\$ =	0.0%	\$		\$	.=	\$	-
SUB-TOTAL	\$	173,633,000	\$	173,633,000	\$	175,707,830	101.2%	(2,074,830)	\$ 182,430,955	105.1%		1,415,419		183,846,374		(10,213,374)
Unallocated Contingency	\$	18,073,000	\$	18,073,000	\$			18,073,000	\$ -	0.0%	\$	-	\$		\$	18,073,000
TOTAL	\$	191,706,000	\$	191,706,000	\$	175,707,830	91.7%	15,998,170	\$ 182,430,955	95.2%	\$	1,415,419	\$	183,846,374	\$	7,859,626



ITEM#	E7
T T T714T 11	<b>L</b> /

**DATE:** November 4, 2015

**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 -

SEPTEMBER 2015

### **FORM MOTION**

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

### **CONCLUSION**

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

PSG:AR

Attachment

### sbX Project Quarterly Update – November 2015

For Period: July 2015 to September 2015

### Safety:

As of September 30, 2015, the construction team has performed over 488,000 labor-hours of work without any Lost Time Injuries. 64,436 are attributed to the VMF Project.

### **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 (08/31/2015): \$175,707,830 Estimate-At-Completion: \$188,528,424

### 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:**

City required corrective items have been negotiated with the contractor and work is to commence in October 2015.

### **Vehicle Maintenance Facility (VMF) Construction:**

Facility was placed into operation on June 16, 2015. Remaining items which include the vacuum system, concrete patch, and removal of temporary canopy work being prepared for contract.

### **60-Foot Articulated Buses:**

All of the fourteen (14) 60-foot articulated buses have been received, tested, and are in operation.

### **FTA Quarterly Review Meeting:**

A Quarterly Meeting conducted on August 25, 2015 with no new action item added. The next Quarterly Meeting scheduled is on December 1, 2015.



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

**DATE:** November 4, 2015

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

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

**FROM:** Donald Walker, Director of Finance

SUBJECT: OMNITRANS' DIRECTOR OF FINANCE FINAL QUARTERLY REPORT

FORWARD FUEL PURCHASES THROUGH AUGUST 2015

#### **FORM MOTION**

Receive and file the Director of Finance's final Quarterly Report on Omnitrans' Forward Fuel Purchases for the twelve months from September 2014 through August 2015.

### **BACKGROUND**

This report is submitted in order to comply with the requirements of the Omnitrans Forward Fuel Purchase Policy and Procedure. On July 2, 2014, the Board of Directors authorized staff to continue with the hedge program when the price was at or below \$0.92 per gallon.

A new hedge program was implemented on July 31, 2014, for 12 months covering September 2014 through August 2015, continuing our efforts to increase the predictability of fuel costs and reduce operational uncertainty in the event of dramatic fuel price increases in the open market. The new hedge program fixed the price of approximately 47% of the Agency's natural gas fuel usage through August 2015 at \$0.91 per gallon.

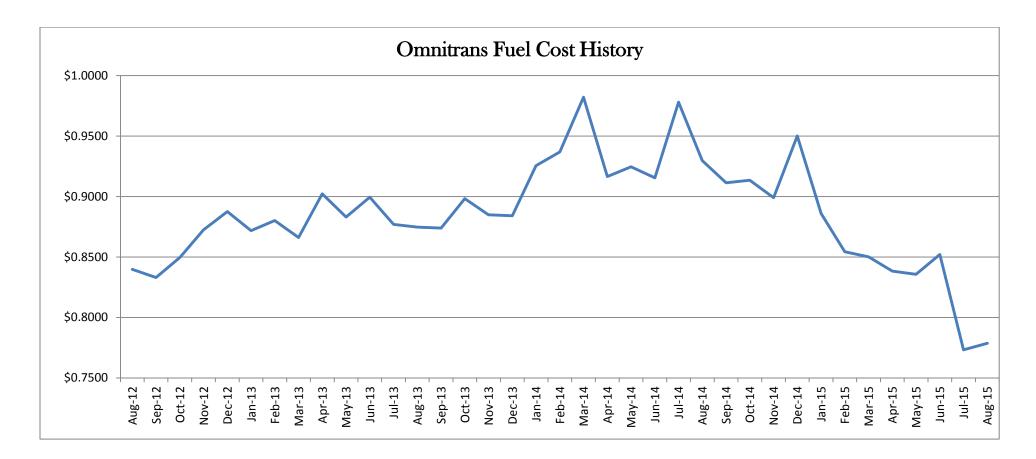
During the last three months of the hedge program (June 2015 – August 2015), the price for natural gas averaged \$0.8013 per gallon, down \$0.0400 from the previous three months. Omnitrans has experienced a total loss of \$128,385 for this twelve month hedging program. However, the reduced cost of CNG on the spot market has provided Omnitrans with a \$402,531 below budget savings in CNG fuel cost for the period covering July 2014 – August 2015. The CNG fuel budget was estimated at \$5.0 million for the fourteen (14) months, and the actual CNG fuel cost for the same time frame was \$4.6 million.

Given the current market conditions, not even the experts can accurately predict the future of natural gas prices. The combination of advanced hydraulic fracturing ("fracking"), horizontal drilling, and employing cutting-edge technologies are mostly responsible for surging U.S. oil and natural gas production.

Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors November 4,  $2015-Page\ 2$ 

Although Omnitrans is not entering into a new hedge program at this time, a prudent approach to hedging can still reduce Omnitrans" exposure to dramatic fuel price increases without incurring significant losses. Accordingly, as authorized by the Board of Directors on September 2, 2015, staff will continue to monitor the spot market price of natural gas and implement a new hedge program for up to twelve months should there be a dramatic increase in the price of natural gas.

**PSG:DW** 



# Omnitrans Key Performance Indicators Fiscal Year 2016 - First Quarter Report July - September 2015

July - September 2015							
Key Performance Indicators	FY16 Goal	Comments	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
1. Cost Effectiveness							
Fare Recovery Ratio - Fixed Route	>20%	Met Goal	22.18%				
Fare Recovery Ratio - Access	>10 %	Met Goal	14.95%				
2. Service Performance							
		Ridership continues to					
		perform below goal. This					
		is a regional trend					
		impacted by low gasoline					
		prices, and changes to					
		drivers license law. For					
		Omnitrans, first two					
		months of quarter were					
		negatively impacted by					
Ridership - Growth	1.20%	prior year fare increase.	-13.20%				
·							
		September service					
		changes generated a high					
		level of customer					
		contacts which drove the	14.1				
		quarterly figure higher;	Total				
		this should decline in	(3.5				
Complaints - Systemwide (Per 100,000 boardings)	<12 Complaints/100K	future quarters.	valid)				
Compliments - Systemwide (Per 100,000 boardings)	>1.6 Compliments/100K	Below goal	1.1				
3. Reliability							
	<250 hours per month (measured as monthly						
Loss of Service - Operations	average)	Met goal	85.21				
	<35 hours per month (measured as monthly						
Loss of Service - Maintenance	average)	Shortage of manpower	46.52				
On-time Performance- Fixed Route	>85%	Met goal	86.09				
		Goal Not Met; August					
		and September were					
		transition months with					
On-time Performance- Demand Response	92% - 95% - per contract (SRTP has 88%)	new contractor	84.74				
4. Budget							
Operating Revenue	>95%	Met goal	95.8%				
		Below budget cost in					
		Services and Materials &					
Operating Expenses	≤100%	Supplies	92.2%				
5. Labor							
Operations Absenteeism - Represented - Uncontrolled	<101,200 per year	Met goal	23,168				
		•			•	-	

### THE SUN September 26, 2015

CLUMATE CHANGE

## Emissions-cutting fuel rule restored by California regulators

By Judy Lin

The Associated Press

**SACRAMENTO** » California regulators on Friday restored ambitious rules to cut transportation fuel emissions 10 percent within five years, a decision that gives Gov. Jerry Brown a boost for his climate change agenda.

The rules further strengthen California's toughest-in-the-nation carbon emissions standards, but oil producers warn the changes could drive up costs for consumers at the gas pump.

The changes are expected to add a few cents a gallon to the cost of gasoline and diesel fuel in the state that already has some of the highest gas prices in the nation. The state estimates a typical commuter will pay an extra \$20 to \$24 in 2017, increasing to \$52 to \$56 in 2020.

"We are on a path to reduce our dependence on petroleum and this program is a key piece of that action," Mary Nichols, chairwoman of the California Air Resources Board, said ahead of the vote.

Brown, a Democrat, has vowed to intensify his fight against climate change after the oil lobby helped kill a Democratic legislative proposal earlier this month to slash statewide petroleum use by half in 15 years. The board is the state's top CLIMATE » PAGE 6

## Climate

FROM PAGE 1

regulatory agency to enforce rules aimed at reducing air pollution.

Regulators voted 9-0 to re-adopt its low-carbon fuel standard, which requires producers to cut the carbon content of fuels 10 percent by 2020 to help the state meet its emission-reductions goals. tation fuels, Reheis-Boyd said in a statement.

Unlike other rules the state has adopted requiring cleaner-burning fuel or more fuel-efficient vehicles, the standard, first proposed in a 2007 execu-

The program was initially adopted in 2009 but the reduction target has been frozen at 1 percent because of a court fight. Friday's vote allows the state to resume its program; modifies rules in response to industry concerns about price spikes; and gives companies more credits for using renewable hydrogen and other investments to reduce pollutants.

Supporters say the program is worthwhile because it will encourage greater use of cleaner biofuels and electric vehicles, which can be cheaper to operate than those powered by gasoline or diesel.

"This puts it back on track," Bill Magavern, policy director at Coalition for Clean Air, an environmental advocacy group, said after the vote. "We have other programs that address vehicle technologies and vehicle miles traveled, and this is the one that tells oil companies to reduce the carbon intensity of their fuels."

Oil producers counter that the rules are unworkable and too costly. They said the standard will impact consumers as the companies try to comply with the mandate or face being shut out of the market.

Catherine Reheis-Boyd, president of the Western States Petroleum Association, which represents oil

companies, said the low carbon fuel standard jeopardizes the state's energy future and adds uncertainty.

"California motorists need to know what is coming and how these regulations will impact transportation fuels," Reheis-Boyd said in a statement.

Unlike other rules the state has adopted requiring cleaner-burning fuel or more fuel-efficient vehicles, the standard, first proposed in a 2007 executive order from then-Gov. Arnold Schwarzenegger, calls for counting all the pollution required to deliver gasoline, diesel or alternative fuels to in-state consumers — from drilling a new oil well or planting corn to delivering it to gas stations.

In addition to tailpipe emissions, it includes factors such as whether an ethanol factory uses coal or natural gas to power production or an oil rig uses diesel fuel to drill.

Regulators are targeting transportation fuels because California's roughly 30 million vehicles account for about 40 percent of the state's emissions — the largest source. The rest comes from generating electricity and industrial manufacturing, as well as commercial, residential and agricultural

All fuels are measured against a baseline pollution standard. If a fuel falls above or below the baseline, it generates a credit or deficit that other producers can buy and sell to meet the target.

It's up to fuel producers to figure out how to meet the goal, whether by changing production methods, using ethanol or electric vehicles for transportation or buying credits on the market.



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|--|

**DATE:** November 4, 2015

**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

On Monday, November 2, Board Chair Sam Spagnolo and I will host Board Members and staff from the Riverside Transit Agency in a tour of the San Bernardino Transit Center (SBTC). And, in early October, a tour of the SBTC was provided to a group of Federal Lobbyists hosted by SANBAG. Board Members are invited to see the SBTC in operation. Please contact the CEO/General Manager's office to schedule if your schedule permits.

Ridership on the Express Route 290 to Montclair has doubled since its first week in operation, increasing from 312 to 624! Ridership on Express Route 215 also is showing growth since the September 8<sup>th</sup> service change with ridership returning to levels above 6,000 weekly, which was below 6,000 prior.

**PSG** 



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ITEM # F2

**DATE:** November 4, 2015

**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: AGREEMENT WITH COUNTY OF RIVERSIDE DEPARTMENT OF

PUBLIC HEALTH FOR COUNTY-BASED REIMBURSEMENT OF

MEDICAL ADMINISTRATIVE ACTIVITES

#### **FORM MOTION**

Authorize the CEO/General Manager to execute an agreement with the County of Riverside Department of Public Health for County-Based Reimbursement of Medical Administrative Activities (CMAA).

This agreement was reviewed by legal counsel.

### **BACKGROUND**

Omnitrans is eligible to participate in the County-based Medical Administrative Activities (CMAA) program. This program offers federal reimbursement for the cost of performing administrative activities that directly support efforts to identify and enroll potential eligible individuals into Medi-Cal. Omnitrans' eligibility for CMAA is through Activity D, which allows for 50% of costs per eligible trip to be reimbursed. Eligible trips would include only Medi-Cal covered non-emergency, non-medical transportation. For example: 50% of the cost for trips to the pharmacy, the eye doctor, and to workshops for the developmentally disabled would be reimbursable.

Omnitrans' Operations Department will track these trips and assure that Medi-Cal numbers are kept up to date and collected during this initial intake/evaluation period. Reports totaling eligible trips will be used to compute the cost per rider and the reimbursable cost based on CMAA eligible ridership. The Finance Department will communicate directly with the County of Riverside, the acting Local Government Agency (LGA) to whom invoices will be directly sent for inclusion in the Countywide claim. This claim is then forwarded to the California Department of Health Care Services (DHCS) for review, approval and reimbursement.

Riverside County will receive a five percent (5%) administrative fee for serving as the LGA for this region. The recent estimate projects that upon full implementation of the CMAA program,

Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors November 4, 2015 – Page 2

Omnitrans will receive anywhere from \$1 million to \$1.7 million dollars in reimbursable costs per year that can offset ACCESS operating costs, the Americans with Disabilities Act (ADA) mandated service. Omnitrans will be eligible to begin submitting claims for reimbursement starting April 1, 2016 (for costs incurred January 1, 2016 thru March 31, 2016). Invoices will be submitted on a quarterly basis.

Short Range Transit Plan/Strategic Initiative Supported – This item supports the Fiscal Year 2015-2020 Short Range Transit Plan – Maximize cost recovery while charging a fair fare.

#### **CONCLUSION**

Approval of the recommended action to authorize the CEO/General Manager to execute an agreement between Omnitrans and County of Riverside Department of Public Health will allow Omnitrans to recapture a portion of the cost to operate the Access Service.

PSG:DW:MM

### COUNTY OF RIVERSIDE

DEPARTMENT OF PUBLIC HEALTH

#### FOR COUNTY USE ONLY



DEPT/BRANCH/PROGRAM:		CONTRACT NO.:		RFP NO.:	
DOPH/Fiscal Services Division		16-030			
FUND: 65720	DEPARTMENT ID 4200102400	PROJECT-GRANT PROGRAM: 93250		CASS/LOCATION: 6572	
CONTRA	CT AMOUNT:	PERIO	OF PERFO	RMANCE:	
\$ (Exhibit	(B)	Ju	ly 1, 2014 th	rough June 30, 20	)17
COUNTY CONTACT:					
Robert Wisdom, LGA Coordinator (951) 358-5079					
CONTRACTOR REPRESENTATIVE:					
Jaimie Lewis (909) 379-7340					
PROGRAM NAME:					
County based Medi-Cal Administrative Activities (CMAA) Program					

COUNTY

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its County of Riverside Department of Public Health, hereinafter referred to as "COUNTY", and

OmniTrans

hereinafter referred to as "CONTRACTOR".

CONTRACTOR

### WITNESSETH:

**WHEREAS,** COUNTY has entered into a contract with the California State Department of Health Care Services (DHCS) to establish a means of claiming Title XIX federal financial participation for administrative cost necessary for the proper and efficient administration of the Medi-Cal program as set forth in W&I Code Section 14132.47;

**WHEREAS,** COUNTY, by contract, has been designated, by DHCS, as the Local Government Agency (LGA) for purpose of submitting Medi-Cal Administrative Activity (MAA) claims to DHCS;

**WHEREAS,** CONTRACTOR has Medi-Cal eligible individuals they serve and is desirous to participate in the CMAA program; and

**WHEREAS,** COUNTY is authorized to enter into agreement with CONTRACTOR as the LGA claiming reimbursement administrator.

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided in the Terms and Conditions and General Provision on pages <u>1</u> through <u>6</u>, Exhibit A, SCOPE OF SERVICES, provided on pages <u>7</u> through <u>11</u>, and Exhibit B, REIMBURSEMENT PROVISION, provided on page 12.

By	By
	Susan D. Harrington, Director
	Date
Print Name	
Date	

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#### **TERMS AND CONDITIONS**

### 1. STATEMENT OF PURPOSE

This Agreement is made and entered into between CONTRACTOR and COUNTY to assure compliance with the State of California and Federal requirements under the State of California Department of Health Care Services (DHCS) and subsequent amendments, Title XIX Medi-Cal Claiming, between the DHCS and the County of Riverside Department of Public Health.

### 2. STATEMENT OF NEED

- **2.1** The purpose of this Agreement is to ensure a more efficient administration of the State Medi-Cal Plan. The provision of Medi-Cal Administration by the CONTRACTOR has been determined to be an effective method of assuring the availability, accessibility, coordination, and appropriate utilization of required health care resources to Medi-Cal eligible individuals served by the CONTRACTOR.
- 2.2 Medi-Cal administration is the necessary administrative cost incurred in providing services to Medi-Cal eligible individuals as defined in 42CFR 435.1001(a).

### 3. DESCRIPTION OF SCOPE OF SERVICES

Parties shall be responsible for all services as outlined and specified in Exhibit A, SCOPE OF SERVICES, attached hereto and by this reference incorporated herein.

### 4. TERM

- **4.1** The term of this Agreement shall be from July 1, 2014 through June 30, 2017, unless terminated early as specified in Section 18, TERMINATION.
- **4.2** This Agreement may be amended at any time by a written amendment signed by authorized representatives of both parties.

### 5. COMPENSATION/REIMBURSEMENT

Compensation and reimbursements will be calculated in accordance with Exhibit B, REIMBURSEMENT PROVISIONS, attached hereto and by this referenced incorporated herein.

#### 6. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be in writing and delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States Mail, postage prepaid:

#### **COUNTY:**

Bob Wisdom, LGA Coordinator County of Riverside Department of Public Health Fiscal Services 4065 County Circle Drive Riverside, CA 92503

1

#### **CONTRACTOR:**

OmnitTrans 1700 West Fifth Street San Bernardino, CA 92511

Or to such other address(es) s the parties may hereafter designate.

### **GENERAL PROVISIONS**

### 7. HOLD HARMLESS/INDEMNIFICATION

- 7.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "COUNTY'S" Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and CONTRACTOR shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the COUNTY'S Indemnified Parties in any claim or action based upon such liability.
- 7.2 COUNTY shall indemnify and hold harmless the CONTRACTOR, its officers, employees, subcontractors, agents or representatives (the "CONTRACTOR'S" Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death based or asserted upon any services of COUNTY, its Agencies, Districts, Special Districts and Departments, their representative directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement and COUNTY shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the COUNTY'S

Indemnified Parties in any claim or action based upon such liability.

- **7.3** With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.
- **7.4** Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

7.5 The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

**7.6** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

#### 8. INSURANCE

Each Party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain insurance or an equivalent program of self-insurance for professional liability, general liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

### 9. <u>INDEPENDENT CAPACITY</u>

It is understood and agreed that each party shall act in an independent capacity and not as an officer, employee or agent of each other. It is expressly understood and agreed that the parties hereto, including their employees, agents and subcontractors, shall in no event be entitled to any benefits to which each party's employees are entitled. There shall be no employer-employee relationship between the parties.

### 10. LICENSE, PERMITS, AND CONTRACTUAL GOOD STANDING

**10.1** CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Riverside, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

**10.2** CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that is shall not contract with a subcontractor that is so debarred or suspended.

#### 11. CONFIDENTIALITY

- **11.1.** To the maximum extent permitted by law, both Parties hereto shall maintain the confidentiality of any and all patient records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure.
- 11.2 Both Parties hereto shall not disclose, except as specifically permitted by this Agreement, or as authorized by the patient(s), or as otherwise required by law, any oral or written communication, information, or effort of cooperation between COUNTY and CONTRACTOR, or between COUNTY and CONTRACTOR and any other party.

11.3 Both Parties hereto shall observe all Federal, State and COUNTY regulations concerning confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPPA) of 1996, concerning the security and confidentiality of patient record.

### 12. NONDISCRIMINATION AND ELIGIBILITY

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, physical handicap, medical condition, or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of California Fair Employment and Housing Act (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all other applicable laws or regulations.

### 13. EDD REPORTING REQUIREMENTS

13.1 CONTRACTOR shall comply with all applicable state, federal and local laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California State Family Code. CONTRACTOR shall comply with all earnings assignment orders with respect to its employees and shall provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**13.2** Failure to comply with state and federal reporting requirement regarding CONTRACTOR'S employee or failure to implement lawfully served wage and earnings assignment orders or notices as assignment shall be grounds for termination of this Agreement.

### 14. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which will conflict in any manner or degree with the performance of services required under this Agreement.

#### 15. FORCE MAJEURE

Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God.

### 16. **DISPUTES**

16.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY'S Purchasing Department's Compliance Contract Officer shall be the final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to

imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

### 17. TERMINATION

- 17.1 Either party may terminate this Agreement without cause by delivering written notice of termination to the other party at least thirty (30) days prior to the effective date of termination.
- **17.2** CONTRACTOR further understands and agrees that failure of CONTRACTOR to follow the conditions of this Agreement will result in exclusion of the CONTRACTOR from the program upon the giving by COUNTY of thirty (30) days written notice.
- 17.3 CONTRACTOR'S rights under this Agreement shall immediately terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event CONTRACTOR'S unwillingness or inability for any reasons whatsoever to perform the terms of this Agreement.

### 18. <u>ASSIGNMENT</u>

This Agreement shall not be assigned by CONTRACTOR either in whole or in part, without prior written consent of COUNTY.

### 19. WAIVER

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY from enforcement hereof.

### 20. GOVERNING LAWS AND JUSTISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside, California.

### 21. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

### 22.

<u>CAPTIONS AND PARAGRAPH HEADINGS</u>
Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

### [SIGNATURES ON COVER SHEET]

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## EXHIBIT A SCOPE OF SERVICES

### **MUTUAL OBJECTIVES**

### Both Parties to this Agreement agree:

- 1. To ensure that potentially eligible Medi-Cal individuals and families served by the CONTRACTOR are informed of the Medi-Cal Program, how to access it and assist them with accessing the Medi-Cal Program where appropriate.
- 2. To ensure that assistance is provided to Medi-Cal eligible individuals and their families where appropriate, facilitating their receipt of services and activities in the Medi-Cal Program.
- That this Agreement is governed by 42 United States Code (USC), Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California W & I Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; and by federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.

### **RESPONSIBILITIES of CONTRACTOR**

### The CONTRACTOR agrees to

- 1. Perform County based Medi-Cal Administrative Activities (CMAA) on behalf of the State and COUNTY to assist in the proper and efficient administration of the Medi-Cal program by improving the availability and accessibility of the Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and their families (where appropriate), served by the CONTRACTOR.
- **2.** Coordinate CMAA activities with COUNTY and community to maximize effectiveness and avoid duplication.
- 3. Ensure that all CMAA claiming is conducted in accordance with applicable COUNTY, State and Federal legislation, regulations, administrative claiming process directives, policies, procedures, and program letters of the Medi-Cal Policy Division and the Administrative Division of the State Department of Health Care Services, which define program specific allowable Medi-Cal administrative activities and processes.
- 4. CMAA performed by CONTRACTOR will be eligible for FPP only when they are identified in a CMAA claiming plan approved by the State and the federal CMS. Provide to the COUNTY, a comprehensive Medi-Cal administrative Claiming Plan in the format specified by the State. The claiming plan must be approved by the COUNTY, State and

federal CMS prior to the submission of CMAA invoices. Invoices received by the COUNTY prior to the approval of the CMAA claiming plan will be rejected.

5. Provide COUNTY with complete invoice and expenditure information to include in the COUNTY CMAA claim no later than twelve (12) months after the end of the quarter for which the claim was submitted. This information shall be provided in a standardize Detailed Invoice as identified under, COUNTY RESPONSIBILITIES, Item 6.

The Detailed Invoice identifies the claim categories to which expenditure data must adhere for insertion into the CMS 64 (State Claim for FFP) and shall be submitted by CONTRACTOR to claim CMAA costs pursuant to this Agreement. All elements of the Detailed Invoice for the programs being claimed shall correspond to the description of staff and allowable activities outlined in the revised CMAA Manual.

6. Obtain certification for the non-federal match from the LGA's or other governmental entity's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for Medi-Cal administrative activities performed pursuant to Welfare and Institutions Code Section 14132.47. The following certification statement shall be made on each invoice submitted to the COUNTY for payment for the performance of Medi-Cal administrative activities:

"I certify under penalty of perjury that the information provided on this invoice is true and correct, based on actual expenditure for the period claimed, and that the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51 for allowable administrative activities and these claimed expenditures have not been nor will not subsequently be used for federal match in this or any other program. I have notice that the information is to be used for filing of a claim with the Federal Government for federal funds and knowing misrepresentation constitutes violation of the Federal False Claim Act."

The COUNTY shall deny submission or payment of any claim submitted under this Agreement if it determines that the certification is not adequately supported for purposes of federal financial participation.

- 7. CONTRACTOR must determine the appropriate methodologies to compute the percentage of Medi-Cal recipients in the CONTRACTOR, on a quarterly basis.
- 8. Develop procedures for establishing and maintaining files that are consistent with procedures outlined by State and County and ensure that audit files are kept in a current status. The CONTRACTOR must retain all necessary records for a minimum of three (3) years after the end of the quarter in which their expenditures were incurred for the County based Medi-Cal Administrative Activities and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and /or disallowances, whichever is later. The records shall fully disclose the type and extent of administrative activities performed by appropriate staff. The CONTRACTOR shall furnish said documentation, and any other

19. Both Parties to this Agreement recognize that the CONTRACTOR is liable only for Federal audit exceptions relating to Medi-Cal Administration that is the object of this

information regarding payments of performing County base Medi-Cal Administrative Activities, upon request, to the COUNTY, State, and the federal government.

- 9. Be responsible to the COUNTY for all requirements under this Agreement even though the requirements are carried out pursuant a CONTRACTOR subcontractor. All CONTRACTOR'S subcontractors shall include provisions requiring compliance with the terms and conditions of this Agreement. All non-governmental entities performing County Medi-Cal Administrative Activities pursuant to the provisions of this Agreement shall be deemed true subcontractors of the CONTRACTOR.
- **10.** Designate an employee to act as the liaison with the COUNTY for ongoing program management and issues concerning this Agreement.
- 11. Submit a letter of intent to participate in the CMAA program six (6) months prior to the termination of contract or the beginning of a new fiscal year.
- 12. Ensure all participating CONTRACTOR staff claiming reimbursement through Title XIX Medi-Cal administrative claiming receives copies of applicable correspondence sent to CONTRACTOR by COUNTY.
- 13. Ensure all participating CONTRACTOR staff receives clear instructions in all areas of CMAA Claiming, consistent with Federal, State and county-wide policies regarding CMAA.
- **14.** Have the opportunity to respond to any reimbursement discrepancies/adjustments.
- 15. Have the opportunity to respond to any audit exceptions by State or Federal audits agencies that directly relate to the services performed under this Agreement and, where appropriate, shall use its best efforts to comply with audit results.
- **16.** Certify to the DHCS and COUNTY the provisions of the non-federal share of the costs of Medi-Cal Administration.
- 17. Return to the COUNTY any federal funds, which are deferred and/or ultimately disallowed, by DHCS or CMS, arising from the administrative claim submitted by COUNTY on behalf of the CONTRACTOR.
- **18.** Shall reimburse COUNTY for an annual administrative fee charged by COUNTY for administering the MAA Program.

Agreement, and has no liability for any other agency, which may enter into a similar MOU with COUNTY for MEDI-CAL Administration.

- **20.** Make all CMAA records available to COUNTY auditor and use its best efforts to comply with audit results in a timely manner.
- **21.** Comply with all applicable elements of the agreement and subsequent amendments between COUNTY and DHCS.

### **RESPONSIBILITIES OF COUNTY**

### The COUNTY agrees to

- 1. Review CONTRACTOR claims for payment to the State. Work with CONTRACTOR or their designated CMAA contractor to correct and resubmit CMAA invoices to DHCS.
- 2. Process CONTRACTOR claims for reimbursement of the allowable actual costs of performing CMAA necessary for the proper and efficient administration of the Medi-Cal Program.
- 3. Review revenue documentation that supports CMAA CONTRACTOR costs and certifies to State that it meets qualifying federal local share matching criteria as outlined in 42 CFR 433.51.
- 4. Maintain copy of CONTRACTOR CMAA claims associated backup documentation for a period of three (3) years after claim submission, or, if an audit is in process, three (3) years after the completion of the audit.
- **5.** Make audit files available to State or Federal auditors and respond to inquiries from these entities concerning CONTRACTOR CMAA claims.
- **6.** Provide CONTRACTOR or their designated CMAA contractor with a standardized format for the Detailed Invoice and any subsequent updates as provided by DHCS.
- 7. Make available to CONTRACTOR information provided by DHCS on training and on proper MAA to be claimed, and MAA invoicing procedures.
- 8. Reimburse CONTRACTOR their federal share of actual costs for County Medi-Cal Administration outlined in the Agreement minus the fees for administration which are described in Exhibit B. The annual administrative fee is subject to change each year. (refer to Exhibit B for calculation of annual administrative fee).

9.

Designate a staff person to act as liaison with CONTRACTOR and their designated CMAA CONTRACTOR for issues regarding this Agreement. All such issues shall be directed to:

Bob Wisdom, LGA Coordinator County of Riverside Department of Public Health Fiscal Services 4065 County Circle Drive Riverside CA 92503

### **JOINT RESPONSIBILITIES**

- 1. The COUNTY and CONTRACTOR hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the CONTRACTOR, or subcontractor, under this Agreement. Applicable laws include, but are not limited to 42USC Section 139a(a)7, 42 CFR section431.300, W&I Code, Section 14100.2 and 22 CCR Section 51009.
- 2. Both Parties accept and agree to comply with the applicable standards set forth in the State of California, Department of Health Care Services, Additional Provisions (for Federally Funded Subvention Aid/Local Assistance Cost Reimbursement Agreement/Grant), which is incorporated by reference and made part of this Agreement as though fully set forth herein.

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#### **EXHIBIT B**

#### REIMBURSEMENT PROVISION

### BUDGET DETAIL AND REIMBURSEMENT

Reimbursement under this Agreement shall be made in the following manner:

- 1. Both the COUNTY and CONTRACTOR agree that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the United States Congress.
- 2. Upon the CONTRACTOR completing all provisions pursuant to this Agreement, and upon the submission of a quarterly Detailed Invoice, the COUNTY agrees to process claims for reimbursement. Reimbursement is conditioned on the CONTRACTOR supplying the aforementioned valid and substantiated information satisfactorily to the COUNTY within the time limits specified in this Agreement.
- **3.** The Detailed Invoice shall be submitted quarterly to the address noted in Exhibit "A", COUNTY RESPONSIBILITIES. Item 9.
- **4.** The FFP received by COUNTY as a result of COUNTY processing CONTRACTOR'S CMAA claims will be distributed based on the following percentage methodologies and circumstances:
  - **4.1** The COUNTY retains 5% Administrative Fee from CMAA payment to the CONTRACTOR. The administrative fee retained by COUNTY will be used to cover the cost of administrating the CMAA claim process.

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

**DATE:** November 4, 2015

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

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

**FROM:** Donald Walker, Director of Finance

SUBJECT: APPROVE SALE OF 28.73 ACRE PROPERTY LOCATED IN RANCHO

**CUCAMONGA, CALIFORNIA** 

#### **FORM MOTION**

Approve the sale of surplus real property to the highest bidder, DCT Industrial, and authorize the Chief Executive Officer/General Manager to proceed with the sale of the 28.73 acre property located at 12400 Arrow Route in Rancho Cucamonga, California (Mid-Valley) (APN #0229-021-60), and sign all documents required to complete the sale of the property.

### **BACKGROUND**

Since the cancellation of Escrow by Hillwood Investment Properties, a new land appraisal and review appraisal were completed. The appraised value of the property is \$19.1 million vs. the \$21.3 million in the first appraisal. The reduction in the appraised value is attributed to the amount of buildable acres on the property.

This sale was authorized by the Board of Directors at the September 2, 2014 Board Meeting, and conducted by the Real Property Disposition Services of the County of San Bernardino. The Board authorized the Surplus Resolution on September 2, 2015 and all legal requirements for the sale of surplus property were followed.

The public auction was held at the County of San Bernardino Government Center, 385 N. Arrowhead Avenue, San Bernardino on Thursday, October 22, 2015, at 11:00 a. m. On the advice of Legal Counsel, the language in the bid package was strengthened to include a \$130,000.00 non-refundable deposit 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.

Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors November 4, 2015 - Page 2

Although the appraised value was \$19.1 million, the property was offered at \$21.3 million as in the first appraisal. Below is a list of the bidders and their written bid:

DCT Industrial - \$25,054,605.58 Goodman Birtcher - \$23,164,100 Bridge Development Partners, LLC - \$22,500,000 Industrial Income Trust - \$21,300,000

No oral bids were received, therefore the highest written bid from DCT Industrial was accepted in the amount of \$25,054,605.58, pending approval by Omnitrans Board of Directors.

The Due Diligence period is forty-five (45) days upon opening of escrow, and the Buyer will have a maximum of sixty (60) days to complete the escrow period beginning the day escrow is opened.

The Board of Directors approved the proceeds from the sale to go towards the West Valley Connector Corridor – a rapid bus line from Fontana, CA. to Pomona, CA; and the purchase of a three- to five-acre property to accommodate the overflow of coaches and support vehicles associated with the West Valley Connector Corridor (WVCC). Disposition of the proceeds will be brought back to the Board for action after approval by the Federal Transit Administration.

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative #3 – West Valley Connector Corridor.

#### RECOMMENDATION

Approval of the recommended action will allow Omnitrans to proceed with the sale of Rancho Cucamonga property, with the proceeds used for the West Valley Connector Corridor and the purchase of a three- to five-acre property to accommodate the overflow of coaches and support vehicles used to operate the WVCC.

**PSG:DJW** 



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

ITEM# F4
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**DATE:** November 4, 2015

**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: AGREEMENT WITH SAN BERNARDINO ASSOCIATED

GOVERNMENTS TO RECEIVE \$1,715,283 OF MEASURE I FUNDS

#### **FORM MOTION**

Authorize the CEO/General Manager to execute an agreement between Omnitrans and the San Bernardino Associated Governments to receive \$1,715,283 of Measure I funds.

### **BACKGROUND**

In April 2009, the SANBAG Board of Directors approved Cooperative Agreement No. C09188 between San Bernardino Associated Governments (SANBAG) and Omnitrans for Design, Construction and Administration of the E Street Corridor sbX/BRT Project (Project). The Project is a 15.7 mile-long transit improvement project that connects the northern portion of the City of San Bernardino at Palm and Kendall with the City of Loma Linda at the Loma Linda University Medical Center and the Veterans Administration Hospital. The project consists mainly of three components, the E Street Corridor, the purchase of 60' articulated buses, and the modifications to the Vehicle Maintenance Facility. Although the Project is now operational, work continues with miscellaneous improvements along the corridor, as well as at the Vehicle Maintenance Facility. In accordance with the original Cooperative Agreement No. C09188, SANBAG supplemented Omnitrans' overall funding plan by allocating Measure I Valley Express Bus/Bus Rapid Transit (BRT) Program Funds and various State, Federal, and local funds.

As revenue service began in April 2014, SANBAG staff believed Omnitrans was done requesting reimbursement under Contract No. C09188, which expired on December 31, 2014. However, Omnitrans continues to incur eligible costs on the sbX Project which do not exceed SANBAG's original allocation identified in Contract No. C09188. Remaining work on the Project includes the Vehicle Maintenance Facility, roadwork along the corridor, Public Address System for several station locations, and various other projects. The various projects include work on 10<sup>th</sup> Street through Highland Avenue, delineators, World Oil repairs, synchronization of the traffic signals, and miscellaneous road repairs associated with the Operational Hazards Analysis (these are ADA items, re-striping, fencing, and bollards).

Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors November 4, 2015 – Page 2

Cooperative Agreement No. C09188 originally provided Omnitrans \$11,270,981 of Measure I Valley Express Bus/BRT Program Funds. However, through subsequent SANBAG and Omnitrans discussions, the Measure I Valley Express Bus/BRT Program Funds were reduced to \$5,484,406. Of that \$5,484,406, SANBAG has reimbursed Omnitrans \$3,769,123, leaving a balance of \$1,715,283. Cooperative Agreement No. 15-1001261 defines the funding roles and responsibilities between SANBAG and Omnitrans relative to the activities listed above and allows Omnitrans to seek reimbursement for \$1,715,283 of Measure I Valley Express Bus/BRT Program Funds, which is well below the original amount allocated to the sbX Project.

Short Range Transit Plan/Strategic Initiative Supported - N/A

### **CONCLUSION**

Approval of this funding agreement allows Omnitrans to complete the sbX E Street Corridor Project.

PSG:DW:MM

### COOPERATIVE AGREEMENT 15-1001261

#### BY AND BETWEEN

### SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

#### **OMNITRANS**

FOR

# E STREET CORRIDOR SBX BUS RAPID TRANSIT (BRT) PROJECT

(sbX)

This Funding Agreement is	s for funding of the	E Street corridor	sbX Bus Rapid Transit
(BRT) Project ("sbX") with	nin the San Bernard	ino Valley; ("Agre	ement") is entered into
this day of	, 2015, by and	between the San	Bernardino Associated
Governments, acting in i	ts capacity as the	San Bernardino	County Transportation
Authority ("SANBAG"),	and Omnitrans, a	Joint Powers Au	thority ("Omnitrans").
SANBAG and Omnitrans a	re collectively referr	red to herein as the	("Parties").

#### RECITALS

- A. This Agreement describes the funding responsibilities of SANBAG to Omnitrans relative to the sbX Project.
- B. SANBAG and Omnitrans previously entered into Contract No. C09188, dated April 1, 2009, which identified responsibilities of the Parties related to the sbX Project. Included in the Agreement were stipulations regarding funding that SANBAG would provide Omnitrans for the sbX Project.
- C. The prior Contract C09188 expired on December 31, 2014, however there are additional close out items necessary to complete the project. A new contract is necessary to close out all project activities, January 1, 2015 and after.
- D. Remaining work on the Project includes the Vehicle Maintenance Facility, roadwork along the corridor, Public Address Systems for the 23 stations (including 16 stops and the 4 park and ride facilities), and various smaller projects. The various projects include work on 10<sup>th</sup> Street through Highland Avenue, delineators, World Oil repairs, Gage Canal Covers, synchronization of the traffic signals, and miscellaneous road repairs associated with Operational Hazards Analysis (these are ADA items, including re-striping, fencing, and bollards, etc.).

**NOW THEREFORE**, based on the foregoing recitals, the Parties agree as follows:

- 1. SANBAG will reimburse Omnitrans for the remaining sbX Project activities to complete the sbX Project, in an amount not-to-exceed \$1,715,283, in accordance with the following procedures:
  - a. Omnitrans may request disbursements not more frequently than once every 30 days. For each disbursement requested, Omnitrans shall submit to SANBAG a written invoice specifying the amount requested to be disbursed, the purpose of the disbursement, and such other additional supporting documentation and background information as SANBAG may reasonably require (a "Disbursement Request"), including the following:
    - The total amount incurred and a statement of the total amount expended in each billing period.
    - A detailed breakdown of work tasks completed, if needed.
    - A detailed breakdown of labor, material, direct, and indirect costs, including backup information such as time sheets, copies of checks, and copies of receipts, as requested by SANBAG.

Each Disbursement Request shall be accompanied by a written certification by Omnitrans that all charges being invoiced are true and accurate, and directly related to the sbX Project; that to the best of its knowledge such disbursement will not constitute any violation or provisions of Applicable Law; and that Omnitrans will use the disbursement as indicated in the Disbursement Request.

- b. Within twenty (20) business days of the receipt of an invoice and accompanying certification, SANBAG shall notify Omnitrans as to what, if any, additional supporting documentation and background information it requires.
- c. On or before the 10th business day after receipt of an invoice and all supporting documentation and background information, SANBAG shall disburse to Omnitrans (including through electronic transfer of funds, if so requested and if Omnitrans provides the necessary information by the date of execution of this Agreement) all of the requested funds, or that portion which it reasonably believes is due for that Disbursement Request.
- 2. **RESPONSIBILITIES OF OMNITRANS.** Pursuant to, and to the extent provided in this Agreement, Omnitrans agrees to the following:
  - a. Omnitrans will use the disbursements for the purpose indicated in its Disbursement Request.
  - b. Omnitrans shall be responsible for all duties relative to the completion of the sbX Project, including complying with all bidding and contract administration

requirements relative to construction of a public works project, with all due diligence and in a skillful and competent manner. Omnitrans represents and warrants to SANBAG that it and/or its Contractors has or will have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete the sbX Project. Omnitrans further represents and warrants that it and/or its Contractors shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

- c. Provide to SANBAG all information that is reasonably needed for the sbX Project.
- d. Notify SANBAG in writing of any changes, or potential budgetary changes, in the scope of work or description of the sbX Project.
- e. Omnitrans is the owner and operator of the sbX Project and is responsible for Operations and Maintenance of the project.
- f. Omnitrans shall require that any contractor providing services with respect to the sbX Project obtain and maintain insurance of the type and in the amounts that SANBAG would require of its contractors performing similar services on a sbX Project similar to the improvements for the longer period of: 1) the duration of this Agreement or 2) for the duration of such contractor's involvement in the sbX Project. All insurance policies shall name SANBAG and its directors, officers, employees and volunteers as additional named insured. Further, Omnitrans will require that any contractors provide bid and performance bonds as are required by applicable Federal, State or local law.
- g. Omnitrans shall be responsible to compensate SANBAG for any damage or loss which SANBAG suffers by virtue of Omnitrans' breach of any term of this Agreement, including without limit any and all damages, loss, claims, etc. (including without limit reasonable attorney's fees for any action or fine of the FTA) arising from such breach. Omnitrans hereby indemnifies, defends and holds harmless SANBAG and its affiliated entities, officers, directors, employees, contractors, and agents from any and all costs, expenses and liabilities arising out of the design, construction, maintenance and/or operation of the sbX Project.

### 3. MUTUAL OBLIGATIONS.

- a. <u>Term.</u> This Agreement shall terminate upon the completion of the sbX Project or at which point funds set up in this agreement have been exhausted.
- b. Force Majeure. Omnitrans shall not be in default under this Contract in the event that the Work performed by Omnitrans is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of

terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of Omnitrans and which Omnitrans could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of Omnitrans to perform or failure of Omnitrans to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Omnitrans.

- c. <u>Headings.</u> All paragraph headings throughout this Agreement are for convenience of reference only.
- d. <u>Additional Documents.</u> Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
- e. <u>Litigation Expenses.</u> If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, each party shall bear its own costs and expenses of litigation including its own attorney's fees, expert witness fees and other related expenses and costs.
- f. Entire Agreement. This Agreement constitutes the sole and entire Agreement between the parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement.
- g. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
- h. <u>Originals and Copies.</u> This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
- i. Entire Agreement. Each Party represents to the other that the person executing this Agreement its behalf has the Authority to do so. Any changes to this Agreement must be in writing and mutually agreed to by both Parties.

j. Executive Authority. CEO/General Manager of Omnitrans, or his/her designee, shall exercise the rights of Omnitrans under this Agreement including, without limit, accepting the certifications of SANBAG required under the terms of this Agreement. The Executive Director of SANBAG, or his/her designee, shall exercise the rights of SANBAG under this Agreement; however, any certifications of SANBAG required under the terms of this Agreement shall be provided only by the Executive Director or such other representative of SANBAG as is specified by action of the SANBAG's governing body.

### k. Construction of Agreement.

- i. Equal Construction. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
- ii. Internal Consistency. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.
- 1. <u>Notices.</u> All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

OMNITRANS: SANBAG:

Omnitrans SANBAG 1700 West Fifth Street 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor San Bernardino, CA 92411 San Bernardino, CA 92410

Attention: Donald Walker Attention: Carrie Schindler

1. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, entity, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

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

OMNITRANS	SANBAG
By: P. Scott Graham CEO/General Manager	By:
Date:	Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: Carol Greene Omnitrans Legal Counsel	By: Robert D. Herrick Asst. SANBAG General Counsel
Date:	Date:



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

**DATE:** November 4, 2015

**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 - FIRST QUARTER REPORT

### **FORM MOTION**

Receive and file Fiscal Year 2016 Annual Management Plan Strategic Initiatives First Quarter Report for the period of July through September 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 on the status of each initiative. Attached is the first of such reports.

The Team Lead will be presenting an update on each of the six initiatives.

### **CONCLUSION**

Receive and file Fiscal Year 2016 Annual Management Plan Strategic Initiatives First Quarter Report for the period of July through September 2015.

**PSG** 

### Fiscal Year 2016 Management Plan First Quarter Report

July – September 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	\$8M in funding identified for the project. \$3M remain unidentified.
Procure - Design/Build and Maintain contractor	Jan 2016	Ongoing	On schedule for completion in 2nd Qtr. Close RFP & evaluate proposals in Nov 2015. Request Board approval in Dec 2015. Award & issue NTP in Jan 2016.
Construct	Jan 2016	Pending	On schedule to start construction in 3rd Qtr.
Start Fueling	Jun 2016	Pending	

### 2. Commence phasing in of CNG Para-transit Vehicles

Actions	FY15	FY16	Comments
Delivery of vehicles	N/A	13	Thirteen (13) para-transit vehicles went into service Aug 2015
Enter into MOU for Fueling	N/A	Jul 2016	Contract with Clean Energy to fuel CNG Para-transit vehicles at CNG fueling station in Ontario, CA.
Repeated vehicle orders	N/A	13	Thirteen (13) vehicles are on order to be delivered in Jan 2016.

### Performance Indicators:

1. Operational budget reduction for fuel (Paratransit)

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 YTD	Comments
Fuel Costs	\$1.7M	\$1.5M	\$2.1M	\$0.37M		Actual cost for fuel decrease 11.8% in FY2015. Actual fuel cost for 1st Qtr. FY2016 is \$372, 891 or 11.8% of budget.

2. Increased number of vehicles using CNG (Paratransit)

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 YTD	Comments
CNG Vehicles in service	N/A	N/A	13			Thirteen (13) CNG para-transit vehicles placed in service Aug 2015. Additional thirteen (13) scheduled for delivery in 3rd Qtr.

3. Completed installation of first phase of pipeline gas facility (East Valley)

<b>Performance Indicator</b>	Proj. Date	Comp. Date	Comments
Phase 1 / EV	Jun 2015	Ongoing	Phase 1 - Pipeline fueling at EV & WV facilities are scheduled to begin Jul 2016. Phase 2 - Pipeline fueling at I St. is scheduled to begin in FY 2018. Phase 3 - Pipeline fueling at the 2nd Para-transit 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 First Quarter Report

July – September 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		CTE/CAL Grant Application deadline for electric buses

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		Once funding is secured, project can take up to 12 months for completion.
Audible turn signals	11/2015		Part of equipment on 15 new buses per year for 5 years; Additional RFP on hold due to funding.
Expand TSP (local service)	Unk		Research being conducted with cities to implement TSP; see who's interested in partnering/MOU.

Design Vehicles (current CNG bus buy)	6/2015	9/2015	13 CNG paratransit vehicles went into service; 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		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.
Rear facing wheelchair system	11/2015		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.

## **Performance Indicators:**

1. Short term: Reduction of operating costs (\$)

Performance Indicator	FY14	FY15	FY16 Q1	FY16 YTD	Comments
Passenger Claim Settlements	\$12,025.00	\$21,000.00	\$15,069.39	\$15,069.39	\$33,365.35 was recouped from at- fault parties during the same reporting period
Workers Comp.	\$60,170.75	\$86,888.68	\$3,860.05	\$3,860.05	All claims relate 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 YTD	Comments
Passenger Incidents	72	116	80	33	33	
Employee Injuries	5	5	2	3	13	All claims relate 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 First Quarter Report

July – September 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	Award recommended by Plans and Programs Committee on 08/10/2015. Board approved contract for Architectural, Engineering and Final Design awarded to Parsons Transportation Group, Inc. on 09/02/2015.

2. Prepare and submit on time grant proposals for Phases 2 and 3

Milestone	Proj. Date	Comp. Date	Comments
Identify funding sources	01/2016		
Obtain funding awards	01/2017		

3. Timely board approvals for each project phases

<b>Board Approval Item</b>	Proj. Date	Comp. Date	Comments
Award Design Firm Contract	09/2015		Contract for Architectural, Engineering and Final Design awarded to Parsons Transportation Group, Inc.

Release Construction Management RFP	02/2016	
Award Construction Management Firm Contract	06/2016	
Release Construction IFB	06/2017	
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	02/2017		
Phasing and Funding Plan Complete	01/2016		
Design Complete	02/2017		

# 2. Manage budget prediction / adherence

Performance Indicator	Board Approved Budged	Spent to date	Comments
Design and Environmental	\$ 11.9M		

# 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 First Quarter Report

July – September 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		Minor items; Following up on pending items
Final Completion	10/2015		Not including fence, generator or landscape
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; 2yr 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	PA system operational
Signage / Striping	9/2015	9/2015	Complete
Security Services	7/2015	7/2015	Security provided 24/7.
Fence	12/2015		Temporary fencing is up

## Performance Indicators:

## 1. Ridership (on all connecting routes)

Ridership	FY16 KPI	FY16 Q1	FY16 YTD	Comments
SBTC avg weekday boardings	6,000	NA	NA	Avg weekday boardings; SBTC data not will not be available until Q2.
sbX	2,891	NA	NA	Avg weekday boardings; Awaiting corrected data.

Express 1,300 1,004 1,004 launched in September. Average for September was 1,094.
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## 2. Overall customer satisfaction levels

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 YTD	Comments
Complaints	1581	1590	<1590	536	536	Reflects all complaints: Valid/Not Valid/ Unknown.
Compliments	245	218	>220	34	34	Operators/passengers love the new SBTC.
Customer Satisfaction Rating (ABBG Survey)	83%	83%	>85%	NA	NA	Note, this will be available in late 2016.

# 3. Timely deliverables

<b>Performance Indicators</b>	Proj. Date	Comp. Date	Comments
Facility sign off	8/2015	8/2015	
Landscape	7/2016		Landscaping completed by opening except TOD section (northeast corner). Landscape plan for this section will be implemented during rainy season in 2016.
Fencing	12/2015		Temporary fencing is up.
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		Part of Pipeline project; replace EV generator with new larger one and use replaced generator at SBTC.

# 4. Safety record

Transit Center Items	FY16 Q1	FY16 YTD	Comments
Liability Claims	0	0	
Accident/Incidents	3	3	

## 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 First Quarter Report

July – September 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	08/2015	08/07/2015	Service change brochure available on board and online. Busbook preview available online.
Outreach ambassadors at Transit Centers	09/2015	09/08-09/15	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	09/2015	08/31/2015	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	09/2015	08/24/2015	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, 215Freeway digital marquee. Advertising began on 08/24/15.
West Valley Realignment campaign	10/2015		

# 2. Route realignment

Actions	Proj. Date	Comp. Date	Comments
Bidding Process for operators	08/2015	08/27/2015	Run bid began on 07/20 and concluded on 08/27.
Scheduling	06/2015	06/30/2015	Schedules were finalized on 6/30.
Route tracing	07/2015	07/31/2015	Route tracing was completed during July.

# 3. Move Bus Stop Signs

Proj. Date	Comp. Date	Comments
09/2015	9/30/15	80% completed by 9/8/15 service changes and 99% by 9/11/15. All "catch up" completed by 9/30/15.

## 4. Revise Schedules & Schedule Books

Proj. Date	Comp. Date	Comments
08/2015	08/20/2015	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
08/2015	08/27/2015	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
08/2015	08/31/2015	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		+1.2%		
Ridership Q3	3,491,347		+1.2%		
Ridership Q4	3,367,156		+1.2%		
Ridership YTD	14,389,991		+1.2%		

## 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					Positive improvement in September following service changes, and new freeway express.
On Time Performance	86.2%	86%	>85%	86.5%					Per SRTP, this is in the "yellow" range; below reach goal but above peer group average (82%).

#### 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%					

#### 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				September service changes generated higher than normal complaint volume.
Compliments (Average per 100K riders for quarter)	1.6	1.7	1.1				
Customer Satisfaction Rating (ABBG Survey)	85%	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 First Quarter Report

July – September 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	07/01/15	06/30/16	Personnel requisitions are processed throughout the year.

#### 2. Procure temporary agency agreement for skilled positions

Actions	Proj. Date	Comp. Date	Comments
Execute agreement	01/06/16		Pending Board approval.

#### 3. Develop internal staff for advancement

Actions (# of employees)	FY14	FY15	FY16 KPI	FY16 Q1	FY16 Q2	FY16 Q3	FY16 YTD	Comments
Succession planning Project	8	13	>12	12			12	
Leadership Action Program	5	6	10	10			10	

Toastmasters	14	10	15	10		10	
Out of class / relief positions	14	9	<14	7		7	
Outside training events	65	77	N/A	30		30	
Tuition reimbursement	33	30	30	2		2	

## 4. Negotiate mutually beneficial language with Unions to reduce absenteeism

Actions	Proj. Date	Comp. Date	Comments
Union negotiation	01/04/16	06/30/16	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 YTD	Comments
Lost Service due to Maint. (Avg per month)	562 hrs	771 hrs	<35	46.52	46.52	Shortage of manpower.
Lost Service due to Operations (Avg per month)	890	535	<250	85.21	85.21	

## 2. Reduced overtime

Performance Indicator	FY14	FY15	FY16 KPI	FY16 Q1	FY16 YTD	Comments
Unscheduled Overtime  Maint. (Avg per month)	3,119 hrs	7,345 hrs		2,446.9	2,446.9	
Maint. (Avg per month) Unscheduled Overtime Ops. (Avg per month)	61,348	67,218 hrs	5080 hrs	12,633.41	12,633.41	

# 3. Reduce average time to hire (weeks)

Performance Indicator	FY14	FY15	KPI	FY16 Q1	FY16 YTD	Comments
1-6 position levels	15	21	16	34.3	34.3	Safety Specialist position took a long time to fill (lack of eligibility list)

7-9 position levels	0	33	15	16	16	Position filled was Contract Review Analyst- employee promoted worked out- of-class for 6 weeks
Union	17	21	16	13	13	Hired w/eligibility list

#### 4. Reduce Vacancy Rate

Performance Indicator	FY14	FY15	FY16 Q1	FY16 YTD	Comments
1-6 position levels	9.2%	3.2%	6.25%	6.25%	6 positions vacant out of 96
7-9 position levels	9.5%	4.8%	12.5%	12.5%	3 positions vacant out of 24
Union	6.9%	1.6%	1.63%	1.63%	9 positions vacant out of 553

#### 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

# MANAGEMENT PLAN QUARTERLY PROGRESS REPORT FISCAL YEAR 2016 JULY – SEPTEMBER 2015

Strategic Initiative 1 – Fuel Cost Reduction

# STRATEGIC INITIATIVE - 1

**GOAL -** Develop and implement a comprehensive fuel cost reduction plan.

1. Install pipeline gas fueling infrastructure at East Valley, West Valley, and I Street facilities.

2. Commence phasing in of CNG Paratransit vehicles.

# STRATEGIC ACTION

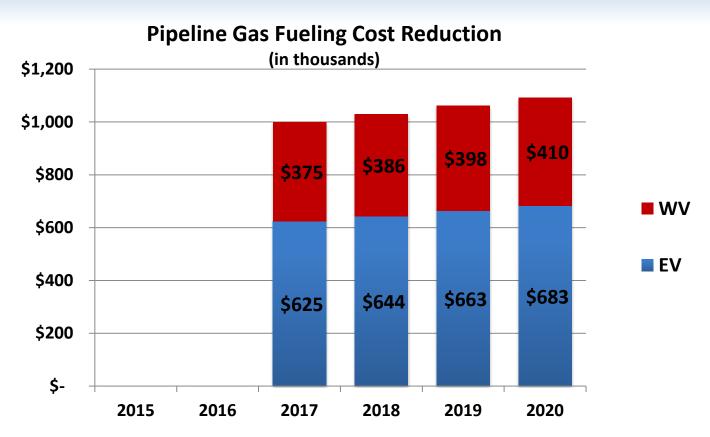
- 1. Install pipeline gas fueling infrastructure at EV, WV, and I St.
  - Feasibility Study
  - Funding
  - Procure Design/Build & Maintain contractor.
  - Construct
  - Start fueling

# TIMELINE

<u>Item</u>	<u>Task</u>	<u>Target</u>	<u>Actual</u>	<u>Status</u>
#1	Issue RFP	Oct-15	Oct-15	Completed
#2	Close RFP/Evaluate Proposals	Nov-15	Pending	On Schedule Completion in 2 <sup>nd</sup> Qtr.
#3	Board Approval to award/issue NTP	Dec-15	Pending	On Schedule Completion in 2 <sup>nd</sup> Qtr.
#4	Begin construction	Jan-16	Pending	On Schedule for 3 <sup>rd</sup> Qtr.
#5	Commence fueling at EV and WV	Jun 16	Pending	On Schedule Completion in 4 <sup>th</sup> Qtr.



# Pipeline at Gas EV & WV



- Pipeline fueling cost reduction in FY2017.
- Average cost reduction over \$1 million annually.

# STRATEGIC ACTION

- 2. Commence phasing in of CNG paratransit vehicles.
  - Delivery of vehicles
  - Enter into MOU for Fueling
  - Repeated vehicle orders

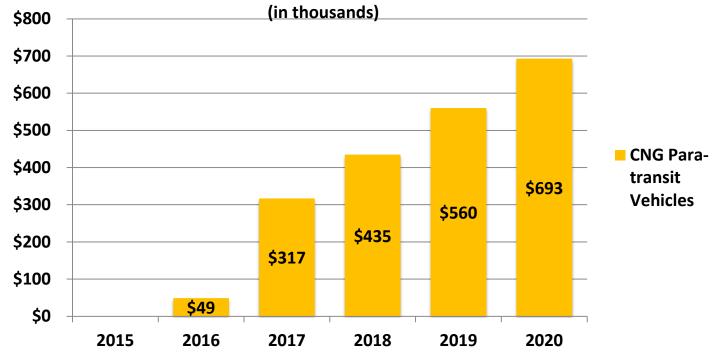
# Paratransit Fueling Cost/Gallon

	13 CNG Vehicles	Unleaded I Street	Unleaded Feron St.
	<u>Clean Energy</u>	<u>Pinnacle</u>	Flyers Energy
Aug-15	\$2.32	\$3.06	\$3.03
Sep-15	\$2.22	\$2.53	\$2.60
Average	\$2.27	\$2.80	\$2.82

 Average price per gallon of CNG is \$0.54 less than unleaded gas.

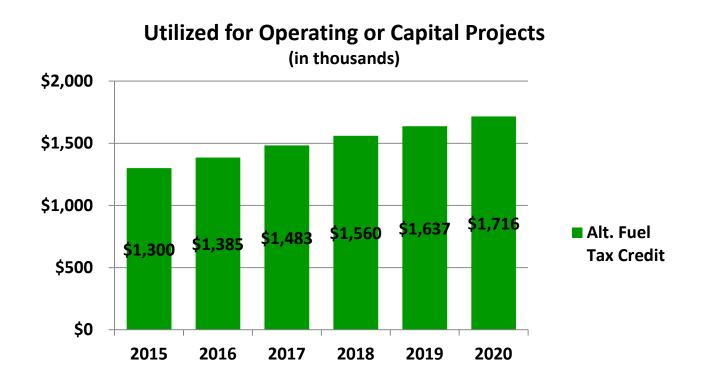
# Phasing in CNG Paratransit Vehicles





- Cost reduction of \$49K in FY2016.
- Increase to \$317K in FY2017 (39 CNG vehicles).

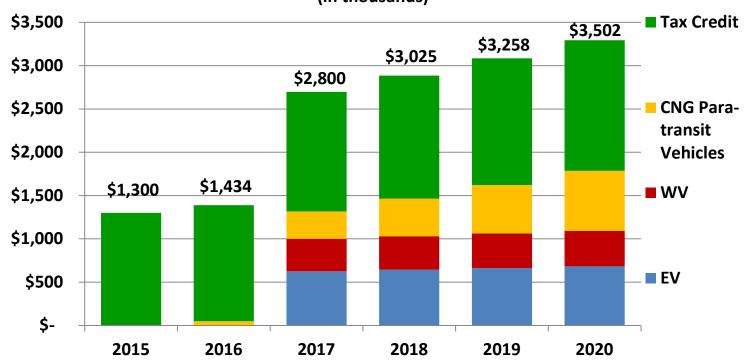
# **Alternative Fuel Tax Credit**



- Alternative fuel tax credit (\$0.50/gal).
- No indication program will not be extended.

# Strategic Initiative -1

# Fuel Cost Reduction including Alternative Fuel Tax Credit (in thousands)



- Cost reduction \$1.4M in FY2016.
- Cost reduction of \$3.1M FY2017 FY2020.

# QUESTIONS?

# MANAGEMENT PLAN QUARTERLY PROGRESS REPORT FISCAL YEAR 2016 JULY – SEPTEMBER 2015

Strategic Initiative 2 – New Bus Technology

# New Bus Technology

# Purpose

- Lower operating costs
- Increase safety
- Reduce fuel costs

# New Bus Technology

# Reduce Fuel Costs

- Electric Buses
  - Goal is to obtain 5 10 buses via grant money
  - Currently researching various companies

# CNG

- 13 CNG cutaways purchased for Paratransit fleet
- 13 more to arrive April 2016
- Future CNG filling station

# New Bus Technology

- Increase Safety
  - QPod Stations
  - Passive Rear Facing System
  - Audible Turn Signal temp (720p).mp4
- Lower Operating Costs
  - Reduce Operator Worker Compensation Claims
  - Reduce Passenger Liability Claims





# QUESTIONS?

# MANAGEMENT PLAN QUARTERLY PROGRESS REPORT FISCAL YEAR 2016 JULY – SEPTEMBER 2015

Strategic Initiative 3 – West Valley Connector

# West Valley Connector

# Goal: Advance WVC design and pursue grant funding opportunities

# **Strategic Actions**

- 1. Award Contract for design
- PPC approved on 8/10/15
- Board approved on 9/02/15
  - Signed Contract Completed October 16 (Q2)

# West Valley Connector

# **Timeline**

- Refine Routing/Station Locations: 2015-16
- Final Design/Environmental: 2016-17
- Bidding/Construction: 2017-2018
- Testing/Operations: 2019



# West Valley Connector

# **Next Steps:**

- Reconnect with city/Omnitrans staff
- Task Force meetings
  - Refine routing (Haven/Milliken)
- Phasing/Financing plan
  - Grant applications
- Environmental clearance (18 months)
- Public outreach

# **Update to PPC on December 8**

# MANAGEMENT PLAN QUARTERLY PROGRESS REPORT FISCAL YEAR 2016 JULY – SEPTEMBER 2015

Strategic Initiative 4 – San Bernardino Transit Center



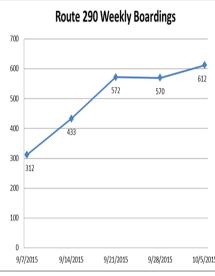
#### San Bernardino Transit Center

### Purpose

- Increase Ridership
- Increase Connectivity
- Increase Customer

## San Bernardino Transit Center

- Increased Ridership
- Fixed Routes Goal 6,000 Avg Weekday <u>Boarding's</u>
  - SBTC Boarding's
  - 6,000 Old Downtown Boarding's
- sbX Goal 2,891 Avg Weekday Boarding<sup>7</sup>
  - 2,955 SBTC Boarding's since opening
  - 2,240 Boarding's before SBTC



- Express Routes Goal 1,300 Avg Weekday Boarding's
  - 1,005 boarding's for Quarter 1
  - July 963; August 962; September 1,094

### San Bernardino Transit Center

- Increased Connectivity
  - sbX Connection
  - Victor Valley Transit (VVT)
  - Mountain Transit (MT)
  - Future MetroLink
  - Future Redland Rail



- Increased Customer Satisfaction
  - Security Services 24/7
  - Facility Amenities
  - Customer Service Desk



# MANAGEMENT PLAN QUARTERLY PROGRESS REPORT FISCAL YEAR 2016 JULY – SEPTEMBER 2015

Strategic Initiative 5 – September Service Change

## September Service Change

Goal: Implement September service changes as outlined in the SRTP, to streamline service, improve efficiencies and attract new customers.

#### **Strategic Actions**

- 1. Implement Marketing Campaign
  - a. Communicate changes to customers
  - b. Raise awareness of general public





## September Service Change

#### **Strategic Actions**

- 2. Route realignment
- 3. Move bus stop signs
- 4. Revise schedules/ bus books
- 5. Bid runs
- 6. Route familiarization



## September Service Change

#### **Performance Indicators**

1. Ridership

Goal: +1.2 Q1: -13.2%

2. Reduce travel time

MPH Goal: >13mph Q1: 13.1 mph

On-time Goal: >85% Q1: 86.5%

3. Increase fare box recovery

Goal: >20% Q1: 22.2%

4. Increase customer satisfaction

Goal: <12 complaints per 100K Q1: 14.1

Valid: 3.5, Not Valid: 7.6, Other: 2.9

Goal: >1.6 compliments per 100K Q1: 1.1

# MANAGEMENT PLAN QUARTERLY PROGRESS REPORT FISCAL YEAR 2016 JULY – SEPTEMBER 2015

Strategic Initiative 6 – Consistent Staffing Levels

# Management Plan

#### **Purpose**

Maintain consistency of staffing levels throughout the Agency by:

- 1. Maximize staff across the agency
- 2. Reduction of overtime
- 3. Improved pull out and service

### MANAGEMENT PLAN

#### 1. Maximize Staff Across the Agency

- Fill Vacant Positions
- Create Eligibility List

#### Recruitment Information

# open requisitions: 11

# open positions: 19\*

Ave time to hire: 16.7 wks

Vacancy rate 2.6%

# Management Plan

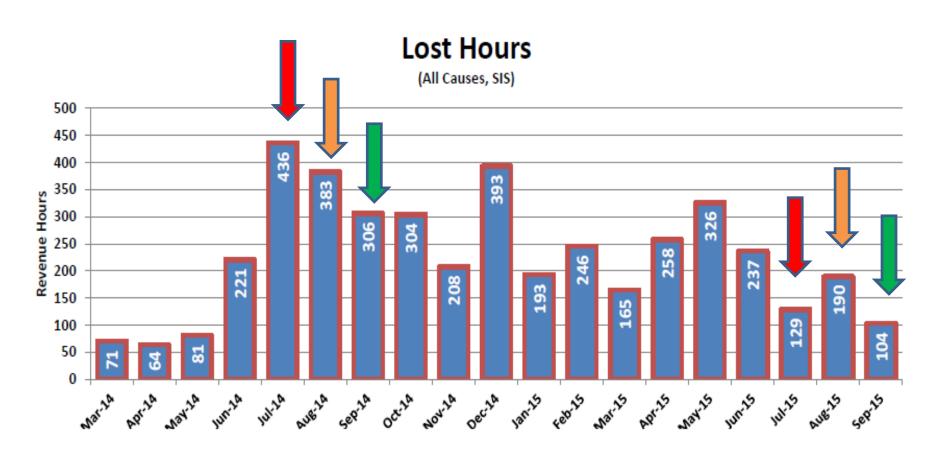
#### 2. Reduction of Overtime

- Reduce Average Time to Hire
- Hire More Part-Time
- Temporary Services and Search Firms

	budgeted	<u>actual</u>	<u>inactive</u>
C/O Full Time	421	419	16
C/O Part Time	63*	5	0
C/O Student	7	0	0
Total	428	424	16

## MANAGEMENT PLAN

#### 3. Improved Pull out and Service



# **NEXT STEPS**