



Connecting Our Community.

AGENDA

EXECUTIVE COMMITTEE MEETING

FRIDAY, JUNE 5, 2015, 9:30 A.M. – NOTE TIME CHANGE

**OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411**

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

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

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

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

A. CALL TO ORDER

B. ANNOUNCEMENTS/PRESENTATIONS

- 1. Next Committee Meeting: Tuesday, July 7, 2015, 9:00 a.m.
Omnitrans Metro Facility

C. COMMUNICATIONS FROM THE PUBLIC

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

D. POSSIBLE CONFLICT OF INTEREST ISSUES

E. DISCUSSION ITEMS

- 1. Approve Executive Committee Minutes – April 3, 2015
- 2. Review Proposed Changes to Joint Powers Agreement, Propose Additional Changes and Recommend Changes be forwarded to Board Policy Committees for Review and Input

F. BOARD BUSINESS

There is no Closed Session.

G. REMARKS AND ANNOUNCEMENTS

H. ADJOURNMENT

N/A

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6

ITEM # E1

**EXECUTIVE COMMITTEE MEETING
MINUTES
APRIL 3, 2015**

A. CALL TO ORDER

The Executive Committee Meeting was called to order by Chairman Alan Wapner at 9:11 a.m., Friday, April 3, 2015.

COMMITTEE MEMBERS ATTENDING

Mayor Pro Tem Alan Wapner, Board Chairman
Mayor Pro Tem Sam Spagnolo, Vice Chairman
Council Member Ed Graham, City of Chino Hills – via Teleconference
Council Member Penny Lilburn, City of Highland
Council Member Dick Riddell, City of Yucaipa

OMNITRANS STAFF ATTENDING

P. Scott Graham, CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

Next Committee Meeting: Friday, May 1, 2015, 9:00 a.m.
 Omnitrans Metro Facility

C. COMMUNICATIONS FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues.

E. DISCUSSION ITEMS

1. Approve Executive Committee Minutes – February 6, 2015

M/S (Spagnolo/Riddell) that approved the Executive Committee Minutes of February 6, 2015. A roll-call vote was taken, and motion was unanimous by Members present.

2. Fiscal Year 2016 Management Plan – Presentation by Jana Evans

CEO/General Manager Scott Graham introduced consultant Jana Evans, Principal/CEO of Exponential-Dynamics, who led the process of developing the proposed Management Plan for 2016. Ms. Evans is familiar with Omnitrans as she was the consultant that guided the development of Omnitrans' last five-year strategic plan back in 2008.

Ms. Evans explained that the proposed Management Plan addresses issues facing Omnitrans in 2016 over and above day-to-day operations and that it not only aligns with the CEO's goals, but is also fully aligned with Omnitrans Short Range Transit Plan, as well as SANBAG's Short Range Transit Plan. The proposed plan was developed by the entire Senior Leadership Team, with cross-cutting teams assigned to each goal within the plan.

Omnitrans proposed Management Plan for 2016 is also structured in alignment with the requirements of the US Code Title 23, Section 134, and US Code Title 49, Section 5303, and the State Department of Transportation, which require performance based planning to include goals, objectives, performance measures and targets focusing on results. Omnitrans proposed plan is clean, clear, and focused.

The foundation of Omnitrans Fiscal Year 2016 Management Plan includes:

- Goal for Strategic Initiative – Identifies which SRTP goal is supported and the cross department team participants
- Outcomes – Defines what will be accomplished in 2016. What will be different? What will be better? What will change?
- Strategic Actions – Prioritizes what each team needs to focus on to accomplish the defined outcomes in 2016? The Strategic Actions are not all encompassing, but require cross departmental teamwork to ensure the outcome is achieved.
- Performance Indicators – How do you know you are accomplishing the defined outcomes?
- Rationale – Justify why it is important in 2016 and what external factors may impede progress of the initiative.

The Strategic Initiatives of Omnitrans' Fiscal Year 2016 Management Plan are:

1. Strategic Initiative 1 – Fuel Cost Reduction
2. Strategic Initiative 2 – New Bus Technology
3. Strategic Initiative 3 - West Valley Connector Corridor

4. Strategic Initiative 4 – San Bernardino Transit Center
5. Strategic Initiative 5 – September Service Change
6. Strategic Initiative 6 – Consistent Staffing Levels

The Management Plan also provides for:

- Accountability and Communication – Monthly Leadership Meetings will evaluate progress of each initiative to determine whether the goal is progressing as planned, what isn't working and why, and what needs to be done to get back on track.
- Performance Indicators – Progress of each strategic initiative and task measured and reported quarterly to the Board of Directors
- Integration – Directors will ensure the plan is communicated to staff throughout the organization
- Implementation –
 - Initiatives reviewed monthly with the Senior Leadership Team
 - Corrective actions implemented where tasks are not achieved or achieved on time
 - Ensure resources are available, when needed
 - Adjustments to Strategic Actions made if needed to achieve Management Plan goals

Chair Wapner discussed how to move forward with the proposed Management Plan and directed that two items be presented to the Board of Directors:

1. Adopt the Strategic Initiatives for Fiscal Year 2016 – provides an opportunity for the Board of Directors to provide input and request changes
2. Support the Fiscal Year 2016 Management Plan – Outlines CEO/General Manager's operational plan on how initiatives will be achieved in 2016.

Board Chair Wapner also directed that the Management Plan be presented to the SANBAG Board of Directors to demonstrate how it aligns with SANBAG's Short Range Transit Plan. In addition, future agenda items should identify which initiative it relates to as it would provide the Board of Directors the nexus between the requested action and how it relates to the Management Plan.

Committee Members asked whether getting the labor union involved would benefit the Agency.

CEO/General Manager Graham explained that the labor unions would be involved in the initiatives that affect their position once the plan is approved, such as the San Bernardino Transit Center initiative and the September service change initiative.

CEO/General Manager Graham expressed his desire to add 'Governance' to amend the Joint Powers Agreement (JPA) as a seventh strategic initiative to the plan and his discussion with Ms. Evans on this subject.

Board Chair Wapner stated that amending the JPA is a Board policy matter and should not be included as part of the Management Plan. Upon discussion by the Committee, the Committee agreed to place an item on the May Board Meeting Agenda seeking approval from the Board of Directors to begin the process of amending the JPA, along with the steps/timeline necessary to achieve. The process will include each Board Policy Committee critically reviewing and making recommended changes to the JPA, with the proposed amendment presented to the Board of Directors for adoption, in approximately one year.

Board Member Dick Riddell left the meeting at 10:10 a.m.

The Committee recommended that the 2016 Strategic Initiatives and the Management Plan be presented to the Plans and Programs Committee at its April 22, 2015, meeting as an information item only, and moved forward to the Board of Directors on May 6, 2015.

F. BOARD BUSINESS

There is no Closed Session item scheduled.

G. REMARKS AND ANNOUNCEMENTS

There were no Remarks or Announcements.

H. ADJOURNMENT

The Executive Committee adjourned at 10:23 a.m. The next Executive Committee Meeting is scheduled Friday, May 1, 2015, at 9:00 a.m., with location posted on the Omnitrans website and at the Omnitrans San Bernardino Metro Facility.

Prepared by:

Vicki Dennett, Executive Assistant to the CEO/General Manager

ITEM # E2

DATE: June 5, 2015

TO: Board Chair Alan Wapner and Members of the Executive Committee

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: PROPOSED CHANGES TO JOINT POWERS AGREEMENT

FORM MOTION

Review proposed changes to Joint Powers Agreement, propose any additional changes, and recommend changes be forwarded to the Board policy committees for review and input.

BACKGROUND

On May 6, 2015, the Board of Directors provided authorization to the CEO/General Manager to begin the process of amending the Joint Powers Agreement, as well as the amendment process.

The amendment process will be presented to each Board Policy Committee, beginning with the Executive Committee, (Executive, Administrative & Finance, Plans & Programs, Operations and Safety) for review and input. County Counsel will guide the process and ensure that the proposed recommendations are in accordance with applicable law.

This process will give the entire Board of Directors an opportunity to scrutinize and provide input and recommendations for change.

CONCLUSION

All recommendations approved and recommended by the Executive Committee will be incorporated into the Agreement and moved forward to the other Board policy committees for review and input, with the ultimate goal of presenting a proposed new Joint Powers Agreement to the Board of Directors for approval by June 2016.

PSG

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

Comment [T1]: Joined January 8, 1992

Comment [T2]: Joined April 26, 1988

Comment [T3]: Joined June 6, 1990

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

WITNESSETH:

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

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

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

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

SECTION 1. PURPOSE.

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

SECTION 2. CREATION OF AUTHORITY

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

SECTION 3. GOVERNING BOARD

A. Membership.

The Authority (Omnitrans) shall be administered by a Board of Directors. The membership of the Board of Directors shall consist of an officially designated Mayor or Council Member from each member City and **all five** Supervisors of the County of San Bernardino. Each City representative may have one alternate who shall be a Mayor or City Council Member officially designated by the City

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

Council. The County representatives shall have no alternates. The alternates shall serve in an official capacity and be entitled to vote only in the absence of the official representatives.

B. Voting.

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

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

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

Comment [T5]: Weighted voting no longer applies.

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

Comment [T6]: Weighted voting no longer applies.

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

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

Comment [T7]: Prior Amendment No's 3 & 4 that amended Section 3.B. applied to Weighted Voting and is no longer applicable.

C. Meetings.

(1) Regular Meetings.

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

Comment [T8]: Should the language be changed to monthly?

(2) Ralph M. Brown Act.

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

(3) Minutes.

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

D. Officers.

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

Comment [T9]: This has never been done. Is it applicable?

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

Comment [T10]: Amendment No. 5 language incorporated into Section 3.D. with position titles proposed for revision to align with existing position titles.

E. Functions.

The Board of Directors shall perform the following functions:

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

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SECTION 4. POWERS.

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

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

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

Comment [T11]: Change to County of San Bernardino?

SECTION 5. FISCAL YEAR.

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

SECTION 6. FINANCIAL SUPPORT.

~~At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be provided by the various contracting entities for the ensuing fiscal year. A separate route~~

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

Comment [T12]: No longer applicable.

SECTION 7. CHIEF EXECUTIVE OFFICER/GENERAL MANAGER.

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

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

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

SECTION 8. TREASURER.

The Treasurer of the Authority shall receive, have custody of, and disburse Authority funds pursuant to the ~~accounting procedures developed by the Authority Board as nearly as possible in accordance with normal procedures of the City of San Bernardino,~~ and shall

Comment [T13]: Define to FTA?

make disbursements required by this Agreement to carry out any of the provisions or purposes of this Agreement.

SECTION 9. CONTROLLER.

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

Comment [T14]: Applicable?

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

~~SECTION 10. GETTING STARTED.~~

Comment [T15]: Delete Section 10 as it refers to initial start up in 1976.

~~A. Organizational Meeting:~~

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

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

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

~~Not later than 120 days following the organizational meetings of its Board, Omnitrans shall complete all required acts and procedures preliminary to~~

~~initiating public transportation services; and within this time, on a date to be determined by the Board, Omnitrans shall commence and maintain the public transportation service in accordance with this Agreement.~~

~~A. Transfer of Assets~~

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

Comment [T16]: Exhibits "A" and "B" attached and recommended for deletion.

~~B. Employee Seniority Rights~~

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

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

Comment [T17]: Exhibits "C" and "D" attached and recommended for deletion.

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

~~C. Provision of Transit Service.~~

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

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

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

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

~~D. Organizational Structure~~

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

Comment [T18]: Exhibit "E" attached and recommended for deletion.

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SECTION 11. PARTIES' LIABILITY.

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

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

SECTION 12. ASSIGNABILITY.

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

SECTION 13. ADDITIONAL PARTIES.

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

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

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

SECTION 14. TERM.

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

SECTION 15. WITHDRAWAL OF PARTY.

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

Comment [T19]: Delete?

~~SECTION 16. WINDING UP.~~

~~A. General Provision.~~

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

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

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

~~B. Repurchase Option - City of San Bernardino~~

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

~~under any further obligation to the City of San Bernardino. The appraised value of the assets that the City of San Bernardino shall have the first right to purchase shall be determined as follows:~~

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

~~(1) — In the event the two appointed appraisers are unable to agree on the fair market value of the assets, they shall jointly appoint a third independent appraiser and the three appraisers shall arrive at a purchase price for said assets by functioning as an arbitration panel. The purchase price thus established as fair market value, shall be the purchase price established for the said assets by said City from Omnitrans and, the City shall pay said price within three (3) years from the date it accepts said price. The City of San Bernardino shall be required to notify Omnitrans of its representative in writing of its acceptance or rejection of said purchase price within thirty (30) days from the date it is notified of the final price determination. Should the City of San Bernardino decline to purchase said assets, then Omnitrans shall be free to dispose of the same in accordance with Paragraph A above.~~

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

SECTION 17. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a Court of competent jurisdiction, each and all of the remaining terms,

provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. SUCCESSORS.

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

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

Dated: March 8, 1976 COUNTY OF SAN BERNARDINO

ATTEST:

Leona Rap?? (signature)
Clerk of the Board

Dennis Hansberger (signature)
Chairman, Board of Supervisors

Dated: March 1, 1976 CITY OF CHINO

ATTEST:

Joan A. Kruse (signature)
City Clerk (Assistant)

Bob B. McLeod (signature)
Mayor

Dated: March 5, 1976 CITY OF COLTON

ATTEST:

Helen A. Ramos (signature)
City Clerk

? (signature)
Mayor

Dated: March 9, 1976 CITY OF FONTANA

ATTEST:

Patricia M. Murray (signature)
City Clerk

Frank H? (signature)
Mayor

Dated: March 8, 1976

CITY OF LOMA LINDA

ATTEST:

? (signature)
City Clerk

Kent Dickinson (signature)
Mayor

Dated: February 26, 1976

CITY OF MONCLAIR

ATTEST:

Gertrude L. Hill (signature)
City Clerk

Harold M Hayes (signature)
Mayor

Dated: February 27, 1976

CITY OF ONTARIO

ATTEST:

Marie Correggia (signature)
Deputy City Clerk

Paul A. Treadway
Mayor

Dated: March 8, 1976

CITY OF REDLANDS

ATTEST:

Peggy A. Moseley (signature)
City Clerk

Jack B. Cummings (signature)
Mayor

Dated: March 5, 1976

CITY OF RIALTO

ATTEST:

Joseph H. Sampson (signature)
City Clerk

Vernon A. Craig (signature)
Mayor

Dated: March 8, 1976

CITY OF SAN BERNARDINO

ATTEST:

Lucille ? (signature)
City Clerk

? (signature)
Mayor

Dated: February 26, 1976

CITY OF UPLAND

ATTEST:

Doreen K. ? (signature)
City Clerk

Abner B. Hildeman (signature)
Mayor

Dated:
September 19, 1978
CUCAMONGA

CITY OF RANCHO

ATTEST:

Lauren M. Wasserman (signature)
City Clerk

James C. Frost (signature)
Mayor

Dated: April 11, 1979

CITY OF GRAND TERRACE

ATTEST:

Seth Armstead (signature)
City Clerk

Tony Petta (signature)
Mayor

Dated: April 26, 1988

CITY OF HIGHLAND

ATTEST:

Pamela L. Lee (signature)
City Clerk

Dennis Johnson (signature)
Mayor Dennis Johnson

Dated: June 6, 1990

CITY OF YUCAIPA

ATTEST:

Leslie Keane Stratton (signature)
Leslie Keane Stratton, City Clerk

Gary R. Pitts (signature)
Mayor Gary Pitts

Dated: January 8, 1992

CITY OF CHINO HILLS

ATTEST:

Denise C. Cattern (signature)
Denise C. Cattern, Deputy City Clerk

Gwenn Norton-Perry (signature)
Mayor Gwenn Norton-Perry

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

Exhibit A
Page 1 of 3

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

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

RECAP BY AGENCIES

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

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

LAND, STRUCTURES & IMPROVEMENTS

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

BUS FLEET

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

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

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

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

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

SERVICE VEHICLE

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

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

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

GRANTS OUTSTANDING - ASSIGNED TO OMNITRANS

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

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

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

Does not include Desert
-/4/76

EXHIBIT B

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

TRANSIT ASSETS

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

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

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

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

BUS FLEET**

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

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

ATTACHED EQUIPMENT

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

SHOP EQUIPMENT

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

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

OFFICE AND MISC. EQUIPMENT

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

GRANTS, AGREEMENTS, LEASES TO BE ASSUMED BY OMNITRANS

UMTA, CAPITAL 1974-75, No. CA-050005, SBd. Co.
UMTA, CAPITAL 1974-75, No. CA-050009, WVTSA
***UMTA, OPERATING 1974-75, No. CA-054016, WVTSA
***UMTA, OPERATING 1975-76, None Assigned, WVTSA
***UMTA, OPERATING 1975-76, None Assigned, SBd. Co.
FHWA, DEMONSTRATION PROJECT 1975-76, SCH 750-70704, SBd. Co.
WVTSA, Transit Service Agreement
Riverside County, Transit Service Agreement

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

EXHIBIT B

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

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

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

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

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

SAW BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

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

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

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

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

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

*UNDER CONTRACT

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

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

SAN BERNARDINO TRANSIT SYSTEM
PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

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

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

2/4/76

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

Administrative Services Officer

<u>Name</u>	<u>Original Date of Hire</u>	<u>Leave Balance</u> ①		<u>Accrual Rate</u> ② ③		<u>Hourly Rate</u> ②
		<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	
Kay, Albert	5/14/62	603.96	224.02	3.70	6.15	\$10.65
Salary anniversary date - 9/5/69						

Transit Superintendent

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

Transit Technician

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

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

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

③ Per Pay Period.

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDFOR INFORMATION PURPOSES

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

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③ Per Pay Period.

EXHIBIT D

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

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

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③ Per Pay Period.

EXHIBIT D

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT

PERSONNEL TO BE TRANSFERRED

FOR INFORMATION PURPOSES

<u>Coach Operators Metro Division</u>	<u>Original Date of Hire</u>	<u>Leave Balance ①</u>		<u>Accrual Rate ② ③</u>		<u>Hourly Rate</u> (c)
		<u>Sick Leave</u>	<u>Vacation Time</u>	<u>Sick Leave</u>	<u>Vacation Time</u>	
<u>Name</u>						
Alvarez, Bennie J.	11/24/75	none		3.70	3.08	\$5.00
Basini, Bernard	3/03/75	none		3.70	3.08	5.00
Ferrin, Franklin A.	9/04/75	none		3.70	3.08	5.00
Gant, Lawrence O.	2/10/75	none		3.70	3.08	5.00
Golston, Ella L.	10/6/75	none		3.70	3.08	5.00
Roberson, Frances M.	2/10/75	none		3.70	3.08	5.00
Whitten, Philip E.	3/03/75	none		3.70	3.08	5.00
<u>Coach Operators Redlands/Yucaipa Division</u>						
Cooper, Barbara A.	1/13/75	none		3.70	3.08	5.00
Hunt, Duaine	1/13/75	none		3.70	3.08	5.00
Irwin, Francis B.	3/03/75	none		3.70	3.08	5.00
Jordon, Thomas A.	1/13/75	none		3.70	3.08	5.00
Laurie, Shannon R.	2/10/75	none		3.70	3.08	5.00
Little, Thomas L. Sr.	9/04/75	none		3.70	3.08	5.00
Neely, Margaret E.	7/15/75	none		3.70	3.08	5.00
Neumann, Rudolph W.	7/15/75	none		3.70	3.08	5.00
Parker, Bob J.	3/03/75	none		3.70	3.08	5.00
While, Charles L.	3/17/75	none		3.70	3.08	5.00

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③ Per Pay Period.

EXHIBIT D

Does Not Include Desert

SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENTPERSONNEL TO BE TRANSFERREDMONTHLY RATES

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

2/4/76

Does Not Include Desert

EXHIBIT E
ORGANIZATIONAL
STRUCTURE

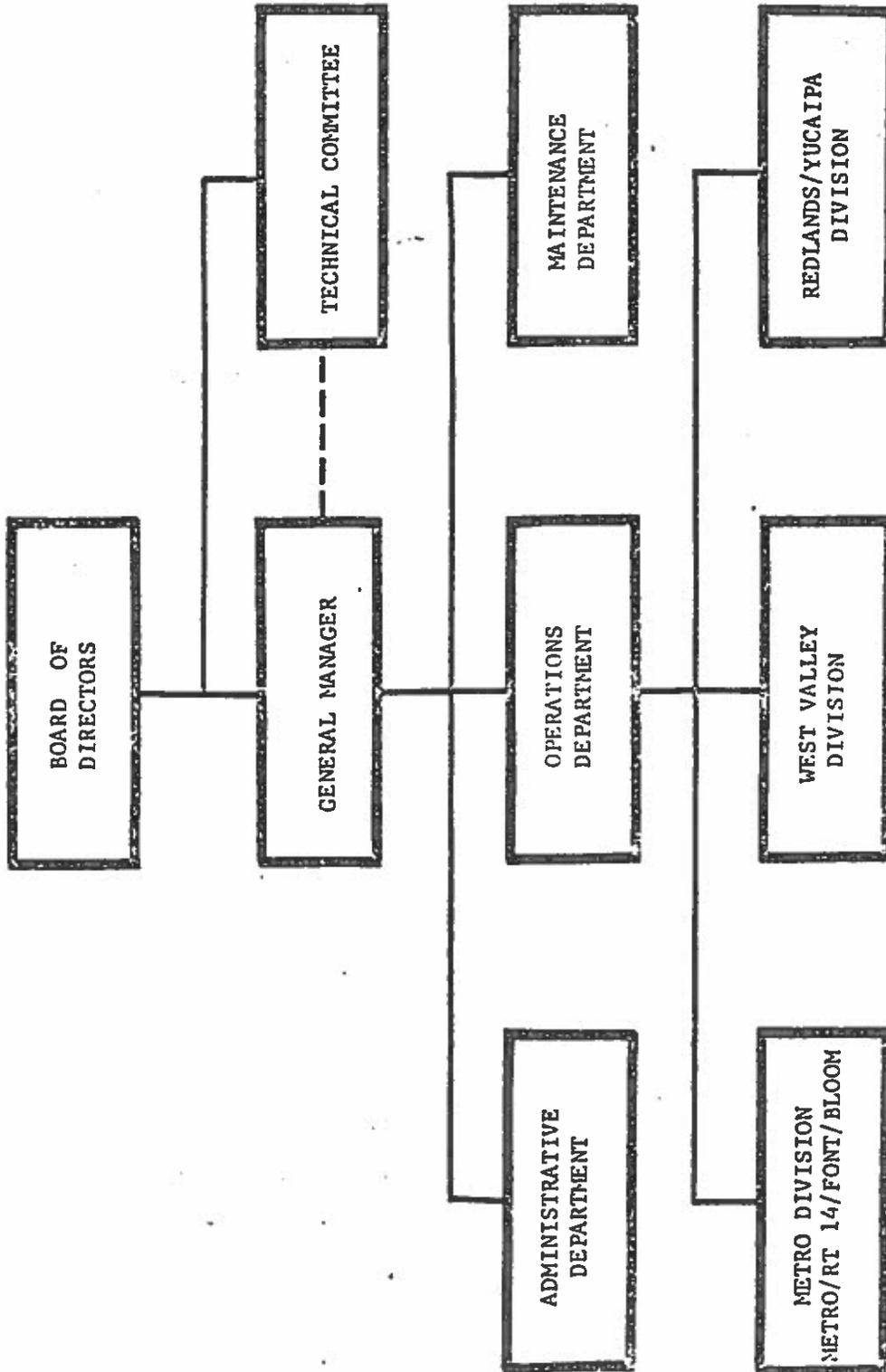


EXHIBIT "E"
RELATES TO SECTION 10, PAGE 10
PROPOSED FOR DELETION