



BOARD OF DIRECTORS MEETING
Wednesday, June 6, 2012 – 8:00 a.m.
Omnitrans Metro Facility
1700 West 5th Street
San Bernardino, CA 92411

The Board of Directors meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Recording Secretary at least three (3) business days prior to the Board Meeting. The Recording Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY), located at 1700 West Fifth Street, San Bernardino, California.

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, July 11, 2012 at 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Employee of the Quarter Presentation
3. California Challenge Award Presentation

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

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.

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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 E-18, Action on Consent Calendar.

1. Approve Board Minutes – May 2, 2012
2. Receive & File Administrative & Finance Committee Minutes – April 9, 2012
3. Receive & File Agency Management Report – April 2012

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BOARD OF DIRECTORS MEETING
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E. CONSENT CALENDAR CONTINUED

4. Claims Filed Against Omnitrans – Information Item Only	26
5. Receive & File Quarterly Affirmative Action Status Report as of May 10, 2012	27
6. Receive & File Fiscal Year 2012 Annual Management Plan – Key Performance Indicators – Third Quarter Report	28
7. Adopt Proclamation Establishing June 21, 2012 as the 7 th Annual National Dump the Pump Day in the San Bernardino Valley	35
8. Adopt Resolution No. 259-12 Authorizing Filing of Fiscal Year 2013 Applications with Federal, State, and Local Funding Sources, Particularly the Federal Transit Administration, for Federal Transportation Assistance Authorized by Title 23 U.S.C. and Title 49 U.S.C. Chapter 53, and Other Federal Statutes Administered by the Federal Transit Administration	36
9. Consent to Assignment, Trapeze Software Group	38
10. Receive & File Construction Progress Report No. 5 through April 2012 – sbX E Street Corridor Project	41
11. Authorize CEO/General Manager to Execute Funding Agreement with Loma Linda University Medical Center Adult Day Health Services for Three Years of Operating Funds	60
12. Authorize CEO/General Manager to Execute Funding Agreement with Inland Empire United Way for Purchase of Hardware and Software to Expand 211 System and Create New Veterans One Click Information Consolidator for the San Bernardino County	77
13. Approve Realignment of Procurement Department	94
14. Authorize Amendment 1, Upgrade of Kronos System	111
15. Award Contract, Employment Practices Liability Insurance	115
16. Award Contract, Excess Workers' Compensation Insurance	118
17. Press Articles and Letters of Interest to the Board	120
18. 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	138
2. Receive & File 2012 Title VI Compliance Report – Triennial Update - Presentation	142
3. Authorize CEO/General Manager to Execute College "Go Smart" Program Revenue Agreement with Crafton Hills College, Chaffey College and Valley College	144
4. Authorize Amendment No. 2, RFP-FIN07-2; Authorize Release, Request for Proposals RFP FIN13-19, Banking Services	170
5. Approve Change Order No. 4, OPS10-23 Paratransit Services	174



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F. DISCUSSION ITEMS CONTINUED

6. Authorize Release, Invitation for Bids IFB-SAS12-17, I-Street Emergency Generator and Block Wall

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G. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, Milo Victoria, concerning labor negotiations with Teamsters Local #166 regarding Maintenance/Administrative Support Unit, pursuant to Government Code Section 54957.6
2. Evaluation of CEO/General Manager position concerning unrepresented position of CEO/General Manager, pursuant to Government Code Section 54947 and 54957.6

H. REMARKS AND ANNOUNCEMENTS

I. ADJOURNMENT



DATE: June 6, 2012 **Item #D**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Jennifer Sims, Director of Procurement *[Signature]*

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

FORM MOTION

Staff hereby provides the Omnitrans Board of Directors with a listing of principals and subcontractors associated with action items on the agenda for the June 6, 2012, Board of Director's Meeting.

Item No.	Contract	Principals & Agents	Subcontractors
E-9	Consent to Assignment, Trapeze Software Group	<i>Trapeze Software Group, Inc. Brian Beattie, CFO Cedar Rapids, Iowa</i>	<i>None</i>
E-14	Authorize Amendment 1, Upgrade of Kronos System	<i>Kronos Incorporated Daryl Kawasaki, Project Manager Irvine, CA</i>	<i>None</i>
E-15	Award Employment Practices Liability Insurance	<i>Raintree Insurance Agency, Holly A. Fietsch, Owner/Broker San Bernardino, Ca</i>	<i>Philadelphia Insurance Companies</i>
F-4	Authorize Amendment 2, RFP-FIN07-2; Authorize Release of RFP-FIN13-19, Banking Services	<i>Union Bank Eileen Perez, Vice President Los Angeles, CA</i>	<i>None</i>
F-5	Authorize Change Order No. 4, OPS10-23 – Paratransit Services	<i>First Transit, Inc. Eric E. Estell, Region Vice President Cincinnati, OH</i>	<i>None</i>

MV



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 of Directors 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 completed form to the Recording Secretary prior to leaving the meeting.

I. Board Member Information

Board Member Name	City/County Name	Meeting Date

II. Campaign Contributions

1. I have a disqualifying campaign of over \$250 from _____
(Name of Company and/or individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
2. I have a disqualifying campaign of over \$250 from _____
(Name of Company and/or individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
3. I have a disqualifying campaign of over \$250 from _____
(Name of Company and/or individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
4. I have a disqualifying campaign of over \$250 from _____
(Name of Company and/or individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____

III. Financial Interest

1. I have a financial interest of _____, from/in _____
(State income, real property interest, or business position) (Identify company or property location)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
2. I have a financial interest of _____, from/in _____
(State income, real property interest, or business position) (Identify company or property location)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____

IV. Signature

Board Member Signature: _____ **Date:** _____

Please remember you must state the information into the public record prior to consideration of the involved agenda item(s) and turn in the complete form to the Recording Secretary prior to leaving the meeting.



**BOARD OF DIRECTORS' MEETING
MINUTES
May 2, 2012**

A. CALL TO ORDER

Item #E1

Chair Dick Riddell called the regular meeting of the Omnitrans Board of Directors to order at 7:32 a.m., Wednesday, May 2, 2012, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

1. Invocation
2. Pledge of Allegiance
3. Roll Call – Self-introductions were made.

BOARD MEMBERS PRESENT

Mayor Dick Riddell, City of Yucaipa – Chair
Councilmember Alan Wapner, City of Ontario – Vice Chair
Councilmember Ron Dailey, City of Loma Linda
Supervisor Neil Derry, County of San Bernardino
Mayor Paul Eaton, City of Montclair
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace
Mayor Pro Tem Frank Gonzales, City of Colton
Supervisor Josie Gonzales, County of San Bernardino
Mayor Ed Graham, City of Chino Hills
Mayor Pro Tem Penny Lilburn, City of Highland
Mayor Pat Morris, City of San Bernardino
Mayor Ray Musser, City of Upland
Councilmember Ed Palmer, City of Rialto
Mayor Pro Tem John Roberts, City of Fontana
Supervisor Janice Rutherford, County of San Bernardino
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga
Mayor Dennis Yates, City of Chino

BOARD MEMBERS NOT PRESENT

Mayor Pro Tem Paul Foster, City of Redlands
Supervisor Brad Mitzelfelt, County of San Bernardino
Supervisor Gary Ovitt, County of San Bernardino

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

Milo Victoria, CEO/General Manager
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources
Sam Gibbs, Director of Internal Audit Services
Scott Graham, Director of Operations
Rohan Kuruppu, Director of Planning & Development Services
Ray Lopez, Director of Safety & Regulatory Compliance
Robert Miller, Chief Financial Officer
Jennifer Sims, Director of Procurement
William Tsuei, Director of Information Technology
Don Walker, Director of Finance
Wendy Williams, Director of Marketing
Mike Bonacio, Technical Service Manager
Jeremiah Bryant, Service Planning & Scheduling Manager
Omar Bryant, Maintenance Manager
Ray Maldonado, Employee Relations Manager
Maurice Mansion, Treasury Manager
Debra Nicastro, Senior Contracts Specialist
Mark Crosby, Loss Prevention Supervisor
Vicki Osborne, Assistant to CEO/General Manager
Carol Angier, Administrative Secretary

OTHER

Carol Greene, Legal Counsel

B. ANNOUNCEMENTS/PRESENTATIONS

The next regular meeting is scheduled Wednesday, June 6, 2012, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

None.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

None.

E. CONSENT CALENDAR

- 1) Approve Board Minutes – April 4, 2012
- 2) Receive & File Administrative & Finance Committee Minutes – February 13, 2012
- 3) Receive & File Agency Management Report – March 2012
- 4) Claims Filed Against Omnitrans – Information Item Only
- 5) Receive & File Construction Progress Report No. 4 through March 2012 – sbX E Street Corridor BRT Project

- 6) Receive & File SAP Enterprise Planning Project Implementation Update
- 7) Adopt Resolution 258-12 Authorizing Filing of Transportation Development Act, Article 4, Reimbursement Claim to the San Bernardino Associated Governments
- 8) Authorize CEO/General Manager to De-obligate Federal Transit Assistance, State Transit Assistance, and Local Transportation Funds to Fund Existing Capital Projects
- 9) Authorize Amendment No 1 – Ontario Civic Center Transit Station Funding, Construction, and Maintenance Agreement
- 10) Authorize Additional Spend Authority for the Construction Contract of the sbX E Street Corridor BRT Project
- 11) Award Sole Source Contract – Additional Right-of-Way Services for sbX Project through Construction Phase and Final Conveyance of Right-of-Way Properties
- 12) Award Consultant Contract – sbX Staff Augmentation for Utility, Scheduling, and Environmental Compliance Consultant Services
- 13) Authorize CEO/General Manager to De-obligate Federal Transit Administration and State Transit Assistance Funds and Re-obligate to IT Application and Infrastructure Enhancement Project and Execute Contract for SAP Enterprise Resource Planning (ERP) Enhancement Project
- 14) Press Articles and Letters of Interest to the Board

Member Dailey requested Consent Calendar Agenda Item #10 be pulled for discussion. On motion by Member Morris, seconded by Member Graham and carried, the remainder of the Consent Calendar was approved.

After discussion, on motion by Member Dailey, seconded by Member Palmer, Agenda Item #10, Authorize Additional Spend Authority for the Construction Contract of the sbX E Street Corridor BRT Project was approved.

F. DISCUSSION ITEMS

- 1) CEO/General Manager's Report

CEO/General Manager Victoria reviewed the CEO/General Manager's Report for March 2012.

- 2) Adopt Annual Management Plan – Fiscal Year 2013, including the Management, Service, Marketing, and Budget Elements – Presentation

Adopt the Annual Management Plan for Fiscal Year 2013, comprised of the Management Element, Service Element, Marketing Element, and the Budget Element, effective July 1, 2012. M/S/C (Dailey/Musser)

- 3) Authorize Issue – Invitation for Bids IFB-MNT12-29, Lubricants Supply

Authorize the CEO/General Manager to issue Invitation for Bids IFB-MNT12-29 Lubricants Supply, for the provision of bulk lubricants for the facilities and vehicles

maintained by Omnitrans at the East and West Valley locations. The resultant contract will be for a period of no longer than five years. M/S/C (Roberts/Morris)

- 4) Authorize Change Order No. 3 – Contract RFP-MNT07-05 Uniform Rental and Laundry Services and Authorize Release – Request for Proposals RFP-MNT12-27 Uniform Rental and Laundry Services

Authorize the CEO/General Manager to execute Change Order No. 3 to extend Contract RFP-MNT07-05, to G & K Services of Santa Fe Springs, California, for the provision of Uniform Rental and Laundry Services for three months through September 30, 2012 and increase the agreement by \$9,000 for a new total not to exceed amount of \$48,145; and authorize the CEO/General Manager to release Request for Proposals RFP-MNT12-27 for the provision of Uniform Rental and Laundry Services. The resultant agreement will be for two base years, with three single-option years, beginning October 1, 2012 and ending no later than June 30, 2017. M/S/C (Graham/J. Gonzales)

- 5) Authorize Award – Contract ITS12-11, Real Time Bus Arrival Prediction Information System

Authorize the CEO/General Manager to award Contract ITS12-11 to NextBus, Inc. of Emeryville, CA, for the provision of a Real Time Bus Arrival Prediction Information System for a three-year base period, beginning June 4, 2012 and ending no later than June 3, 2015, in the amount of \$334,420, and the authority to exercise two single option years, to extend the contract no later than June 3, 2017, for \$58,140 for each of the two option years, totaling \$450,700, plus a ten percent contingency of \$45,070 and a Cost Allocation Plan (CAP) of \$16,212 (3.27% of total contract amount), for a total not-to-exceed amount of \$511,982. M/S/C (Morris/Musser)

- 6) Authorize Award – Contract MNT12-15, Bus Cleaning Services

Authorize the CEO/General Manager to award Contract MNT12-15 to Facility Masters Corporation of Brea, California, for the provision of Bus Cleaning Services for a two-year base period beginning June 4, 2012 and ending no later than June 3, 2014 in the amount of \$199,716, and the authority to exercise three single options years for \$99,858 for each of the three option years, totaling \$499,290 to extend the contract no later than June 3, 2017, plus a 10 percent contingency of \$49,929, for a not-to-exceed amount of \$549,219. M/S/C (Yates/Graham)

- 7) Authorize Award – Contract MNT12-25, Custodial Supplies

Authorize the CEO/General Manager to award Contract MNT12-25 to Network Services of Schaumburg, IL, for the provision of Waxie Sanitary Supplies under the National Intergovernmental Purchasing Alliance (NIPA), a cooperative purchasing organization for governmental agencies. The authorization is for approval to purchase individual line items at the prices listed in Attachment “A” not to exceed a total value of \$92,500 per year at quantities appropriate as determined by the Maintenance Department and in

accordance with the terms and conditions agreed upon under NIPA Contract No. 100489. The period of this contract will begin on June 1, 2012 and end August 1, 2012 with the leading agency to exercise three additional option years thereafter, until no later than August 1, 2015. M/S/C (Graham/Derry)

G. CALL FOR PUBLIC OR ADVERTISED HEARINGS

None.

H. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, Milo Victoria, concerning labor negotiations with Teamsters Local #166 regarding Maintenance/Administrative Support Unit, pursuant to Government Code Section 54957.6

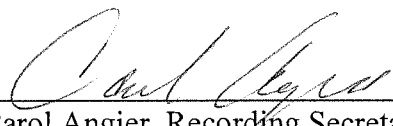
The Board adjourned to Closed Session at 8:55 a.m. The Board reconvened at 9:16 a.m. Board Chair Riddell said no reportable action took place during Closed Session.

I. REMARKS AND ANNOUNCEMENTS

Member Musser asked that at next month's Board Meeting, staff address the issue of no bus stop coming to the Metrolink Station in the City of Upland. The nearest bus stop is several blocks away. CEO/General Manager said this issue will be addressed at the Plans & Programs Committee Meeting.

J. ADJOURNMENT

The Board adjourned at 9:19 a.m. The next regular meeting is June 6, 2012, at 8:00 a.m. with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.



Carol Angier, Recording Secretary



Item #E2

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES
April 9, 2012**

The Administrative & Finance Committee meeting was called to order by Chair Alan Wapner at 1:37 p.m. on April 9, 2012.

Committee Members Attending

Councilmember Alan Wapner, City of Ontario, Committee Chair
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace
Mayor Pro Tem Frank Gonzales, City of Colton
Mayor Ed Graham, City of Chino Hills
Mayor Pro Tem John Roberts, City of Fontana

Committee Members Absent

Mayor Paul Eaton, City of Montclair
Mayor Pro Tem Paul Foster, City of Redlands
Supervisor Gary Ovitt, County of San Bernardino

Omnitrans Staff & Others Attending

Milo Victoria, CEO/General Manager
Robert Miller, Chief Financial Officer
Marjorie Ewing, Director of Human Resources
Samuel Gibbs, Director of Internal Audit Services
Wendy Williams, Director of Marketing
Don Walker, Director of Finance
Jack Dooley, Director of Maintenance
Scott Graham, Director of Operations
William Tsuei, Director of Information Technology
Jennifer Sims, Director of Procurement
Ray Lopez, Director of Safety & Regulatory Compliance
Rohan Kuruppu, Director of Planning & Development Services
Maurice Mansion, Treasury Manager
Milind Joshi, sbX Program Manager
Bart Hayashi, sbX Planning Manager
Jeremiah Bryant, Service Planning & Scheduling Manager
Anna Rahtz, Planning Project Manager
Debra NiCastro, Sr. Contracts Specialist
Nancy Strickert, SANBAG
Carol Angier, Administrative Secretary

C. Conflict of Interest

None.

D. Agenda Items

1. Approve Administrative & Finance Committee Minutes of February 13, 2012

M/S (Graham/Garcia) to approve the minutes of the February 13, 2012 Committee meeting. Motion was unanimous by members present.

2. Receive & File Financial Officer's Report on Forward Fuel Purchases for March 2012

Chief Financial Officer Miller reviewed the Forward Fuel Purchases for March 2012. He said Omnitrans is experiencing a \$100,000 favorable variance on a monthly basis due to the current fuel hedge contract.

This was a receive and file agenda item.

3. Receive & File College Free Pass Program Status Update

Director of Marketing Williams said Chaffey College recently approved the referendum to continue the College Free Pass Program through student fees. This still needs to go to their Board of Trustees. Omnitrans is campaigning for referendum approval at the other community colleges and is expected to go to the student body for voting later this month. Staff is still working on an agreement for a pilot program with the Art Institute.

This was a receive and file agenda item.

4. Receive and File Construction Progress Report No. 4 through March 2012 – sbX E Street Corridor BRT Project

sbX Planning Manager Hayashi reviewed Progress Report No. 4 for the sbX E Street Corridor BRT Project.

This was a receive and file agenda item.

5. Receive and Forward to the Board for Authorization for Additional Spend Authority for the Construction Contract of the sbX E Street Corridor BRT Project

sbX Program Manager Joshi said that due to unexpected conditions found during construction, the five percent contingency funds are almost exhausted. The number of Change Orders is expected to taper off in the future. Staff is asking that the contingency be increased by ten percent. This is within approved FTA procurement regulations. CEO/General Manager Victoria said there is a Change Order Control Board comprised of Omnitrans staff and the construction team that goes over each change order in detail to ensure due diligence was followed. Chair Wapner requested that all change orders, whether approved or denied by the Control Board, be brought before the Committee as an information item.

M/S (Graham/Garcia) to receive and forward to the Board of Directors for approval of additional spending authority of \$6,500,760, 10% of the construction contract value from the project contingency for Contract No. IPMO11-5 Griffith/Comet Electric Joint Venture, Santa Fe Springs, CA, vested in the Omnitrans CEO/General Manager, or his designee, to manage the potential construction change orders arising during the

course of construction and to ensure that construction activities progress without any time delays. Motion was unanimous by members present.

6. Receive and Forward to the Board for Authorization to Award Sole Source Contract for Additional Right-of-Way Services for the sbX Project Through the Construction Phase and Final Conveyance of the Right-of-Way Properties

sbX Program Manager Joshi said during the recent FTA review of the sbX Project, their recommendation was to augment staff to include Right of Way consultant services to handle the continuing right-of-way activities needed to convey all properties to the appropriate parties.

M/S (Roberts/Gonzales) to review and recommend to the Board of Directors authorization for the CEO/General Manager to execute the sole source contract with Overland Pacific & Cutler, Inc. ("OPC"), Riverside, CA, in the amount of \$132,400, plus a 10% contingency of \$13,240, for a not to exceed amount of \$145,640 for right-of-way consultant services through the construction phase and final conveyance of the right-of-way properties for the sbX Project. Motion was unanimous by members present.

7. Receive and Forward to the Board for Authorization to Award Consultant Contract for sbX Staff Augmentation for Utility, Scheduling, and Environmental Compliance Consultant Services

sbX Program Manager Joshi during the same FTA review of the project, they determined that the nine current IPMO staff was not sufficient to keep the project running efficiently. The recommendation was to add an additional three staff to handle utility, scheduling, and environmental compliance consultant services. Quotes were sent out, proposals were reviewed, and the consultant service to handle these duties was selected. The contract will be for six months, but can be extended if deemed necessary.

M/S (Gonzales/Garcia) to review and recommend to the Board of Directors authorization for the CEO/General Manager to execute the consultant contract with APSI Construction Management, Irvine, CA, in the amount of \$90,000, plus a 10% contingency of \$9,000, for a total not to exceed amount of \$99,000 for utility, scheduling and environmental compliance consultant services to augment the sbX staff. Motion was unanimous by members present.

8. Receive and Forward to the Board for Receipt and File SAP Enterprise Resource Planning (ERP) Project Implementation Update

Director of Information Technology Tsuei reviewed the SAP Enterprise Resource Planning project implementation update.

M/S (Graham/Garcia) to receive and forward to the Board for receipt and file Omnitrans' update on the SAP Enterprise Resource planning (ERP) Project implementation. Motion was unanimous by members present.

9. Receive & Forward to the Board for Approval SAP Enterprise Resource Planning (ERP) Enhancement Project

Director of Information Technology Tsuei said funding needs to be deobligated and reobligated to fund enhancement for the SAP Enterprise Resource Planning Project.

M/S (Roberts/Garcia) to receive and forward to the Board of Directors for approval (1) a recommendation authorizing the CEO/General Manager to de-obligate \$843,190 of Federal Transit Administration (FTA) funds and \$210,799 of State Transit Assistance (STA) funds as shown in the Funding Source section, and re-obligate these funds to the IT Application and Infrastructure Enhancement Project; and (2) receive and forward to the Board of Directors for approval a recommendation authorizing the CEO/General Manager to execute a contract for the SAP Enterprise Resource Planning (ERP) Enhancement Project with SAP America, Inc., New Town Square, PA, in the amount of \$160,000, plus a 10% contingency of \$16,000, and a Cost Allocation Plan (CAP) of \$5,755 (3.27% of total contract amount), for an amount not-to-exceed \$181,755. Motion was unanimous by members present.

10. Receive & Forward to the Board for Authorization to Deobligate and Reobligate FTA, STAF, and LTF Funding to Fund Existing Capital Projects

Treasury Manager Mansion said local funding is good for only three years. After that time, Omnitrans has three options for the remaining funds – reobligate the funding for the same project, deobligate/reobligate the funds for another project, or return the funds to SANBAG. There are several projects identified by staff to receive these funds. The deobligation/reobligation holds these funds until the projects are presented to the Board for approval.

M/S (Roberts/Garcia) to authorize the CEO/General Manager to amend the Fiscal Year 2012 Capital Budget and the 2008-2013 Short Range Transit Plan (S RTP) to add \$78,369 of Local Transportation Funds awarded as part of the Transportation Development Act, Article 3 Transit Stop Access Program. Motion was unanimous by members present.

11. Review & Forward to Board for Adoption of Fiscal Year 2012-13 Annual Budget – Executive Summary

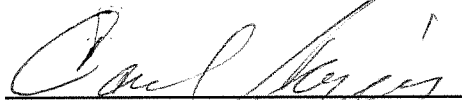
Treasury Manager Mansion reviewed the proposed Fiscal Year 2012-13 budget with the Committee members. The total Operating budget is \$69.3 million, and the total Capital budget is \$27.7 million. CEO/General Manager Victoria said if any Committee members have further questions on the budget, they can call him.

12. Recommend Approval by Board of Directors to Authorize CEO/General Manager to Sign Amendment No. 1 to Ontario Civic Center Transit Station Funding, Construction, and Maintenance Agreement

Director of Planning & Development Services Kuruppu said the City of Ontario is the lead for Phase II of the Ontario Civic Center Transit Station. The original engineer's estimate was done a year and half ago under different market conditions. It was estimated at \$315,000. The bids came in, and the lowest responsible bid was \$520,000. Therefore, the project funding amount needs to be amended.

M/S (Garcia/Graham) to recommend approval by the Board of Directors to authorize the CEO/General Manager to sign Amendment No. 1 to the Ontario Civic Center Transit Station Funding, Construction, and Maintenance Agreement, to amend the maximum amount of funding for the project from \$470,000 to \$520,000. Motion was unanimous by members present.

The Administrative & Finance Committee meeting adjourned at 3:30 p.m. The next Administrative & Finance Committee Meeting is scheduled for May 14, 2012 with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.


Carol Angier, Recording Secretary



April 2012
FISCAL YEAR 2012

Item #E3

Agency Results

Operating Revenue

April total Operating Revenue of \$5,898,263 is \$304,637 over budget. Year-to-Date (YTD) Operating Revenue of \$55,907,122 is \$29,131 under budget. The current month variance is driven primarily by passenger fares being higher than planned and capital funds for operations being higher than planned. The YTD variance is driven by passenger fares, auxiliary transportation revenue and non-transportation revenue being slightly lower than planned.

Operating Expense

April Operating Expense of \$5,451,293 is \$290,790 or 5% under budget. YTD Operating Expense of \$53,692,475 is \$3,728,362 or 6% under budget. The positive monthly variance is principally driven by labor and benefits, services and material and supplies being lowered than planned for the month. The YTD variance is driven by labor, fringe benefits, material and supplies, services, casualty and liability all coming in under budget.

Ridership

During the month of April, Omnitrans carried a total of 1,364,699 passengers. This consisted of 1,323,859 on Fixed Route service and 40,840 on Demand Response routes. YTD Ridership is 13,484,010, which reflects a total system increase of 7.66% when compared to the same period last year.

Revenue Hours/Revenue Miles

During the month of April, Omnitrans provided a total of 65,952 revenue hours reflecting an increase of 1.29% versus the same period last year. Omnitrans logged a total of 914,149 revenue miles during the month, reflecting an increase of 2.17% when compared to same period last year. YTD Omnitrans provided a total of 660,965 revenue hours reflecting an increase of 1.29% versus the same period last year. Also, YTD Omnitrans logged a total of 9,003,740 revenue miles reflecting an increase of 2.23% when compared to same period last year.

Farebox Recovery Ratio

April farebox revenue for Fixed Route/Omnalink is \$1,264,318 versus \$1,090,437 for the same period last year. This is an increase of 15.95%. The farebox recovery ratio for the month is 29.12%. YTD farebox revenue for Fixed Route/Omnalink is \$11,354,037 versus \$11,250,208 for the same period last year. This is an increase of .92%. YTD farebox recovery ratio is 26.15%.

April farebox revenue for Access is \$133,841 versus \$129,381 for the same period last year. This is an increase of 3.45%. Farebox recovery ratio for the month is 12.49%. YTD farebox revenue for Access is \$1,273,738 versus \$1,228,712 for the same period last year. This is an increase of 3.66%. YTD farebox recovery ratio is 12.85%.

Financials

Total Salaries and Benefits of \$3,297,643 are \$120,293 under budget for the month of April. YTD Salaries and Benefits of \$33,304,982 are \$874,377 or 3% under budget. The positive monthly and YTD variance is primarily driven by headcount being less than planned.

Total Services are \$188,121 or \$71,739 under budget in April. YTD Total Services are \$1,670,410 or \$928,195 under budget. The positive monthly and YTD variances are principally driven by professional services being less than planned.

Materials and Supplies are \$700,969 or \$101,443 under budget in April. YTD Materials and Supplies are \$6,749,001 or \$1,275,118 under budget. The positive monthly and YTD variance is principally driven by gasoline and CNG fuel being less than planned. Also, the timing of the fuel tax credit is driving the positive YTD variance.

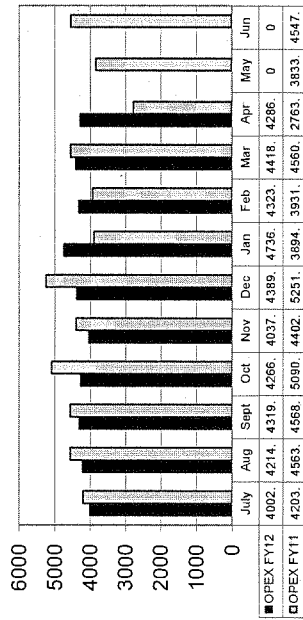
Purchased Transportation is \$774,834 or \$66,094 over budget in April. YTD Purchased Transportation is \$7,382,997 or \$295,595 over budget. The current month and YTD variance is driven by demand being up approximately 10% over the prior year.

Other Expenses are \$489,727 or \$63,408 under budget in April. YTD Other Expenses are \$4,585,085 or \$946,268 under budget. The current month and YTD variances are primarily driven by insurance, printing and advertising, utilities and maintenance budgets all coming in under budget.

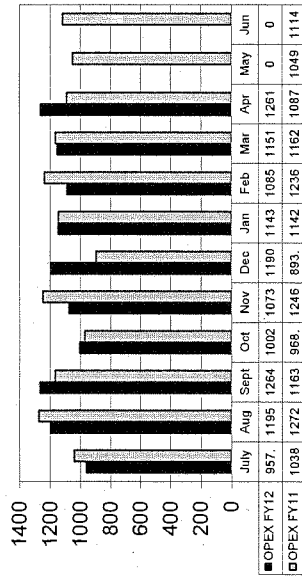
**PERFORMANCE STATISTICS
FISCAL YEAR 2012
April 2012**

	<u>Current Month</u>		<u>YR/YR inc/(dec) CURRENT</u>	<u>Year-To-Date</u>		<u>YR/YR inc/(dec) YTD</u>
	<u>Apr 2012</u>	<u>Apr 2011</u>		<u>Apr 2012</u>	<u>Apr 2011</u>	
Total Passenger Revenue & Subsidy						
Fixed Route	\$1,260,613	\$1,086,630	16.0%	\$11,321,132	\$11,207,523	1.0%
Demand Response	\$137,547	\$133,189	3.3%	\$1,306,644	\$1,268,670	3.0%
Total Passengers						
Fixed Route	1,323,859	1,285,520	3.0%	13,089,482	12,151,044	7.7%
Demand Response	40,840	40,226	1.5%	394,528	373,908	5.5%
Farebox Recovery Ratio						
Fixed Route/OmniLink	29.12%	39.10%		26.15%	26.34%	
Access	12.49%	13.39%		12.85%	13.80%	
Total Passengers per Revenue Hour						
Fixed Route	26.3	25.5	3.3%	25.7	23.8	8.2%
Demand Response	2.6	2.7	-4.4%	2.6	2.7	-3.4%
Revenue per Passenger						
Fixed Route	0.95	0.85	12.7%	0.86	0.92	-6.2%
Demand Response	3.37	3.31	1.7%	2.60	3.39	-23.5%
Cost per Passenger						
Fixed Route	3.24	2.15	50.6%	3.28	3.56	-7.7%
Demand Response	27.58	25.53	8.0%	26.20	25.35	3.3%
Cost per Revenue Hour						
Fixed Route	85.22	54.76	55.6%	84.38	84.51	-0.1%
Demand Response	71.94	69.70	3.2%	68.01	68.13	-0.2%
	<u>Actual</u>	<u>Target</u>				
On Time Performance						
Fixed Route	86.68%	90%				
Demand Response	94.18%	90%				
Headcount (includes PT Operators)	628	644				

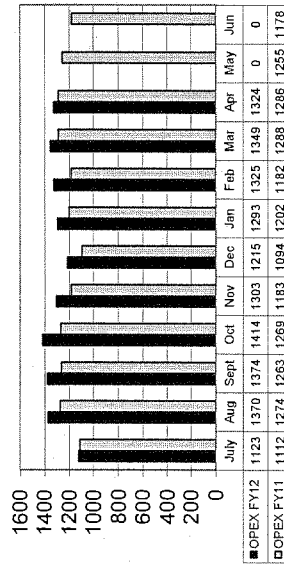
Fixed Route Operating Expense Thousands



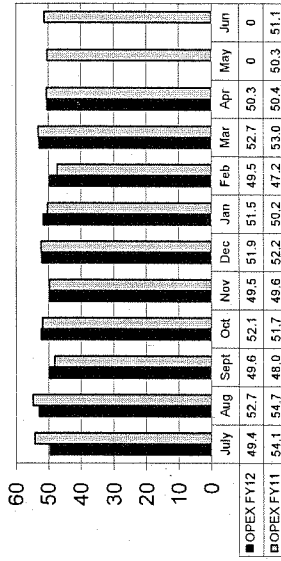
Fixed Route Passenger Revenue Thousands



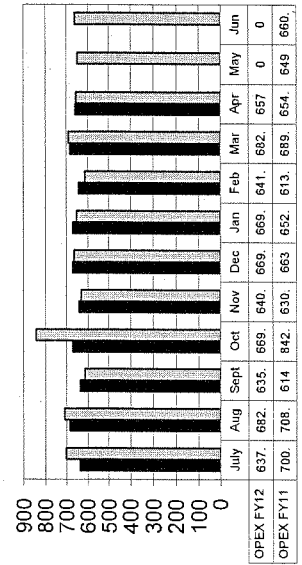
Fixed Route Ridership Thousands



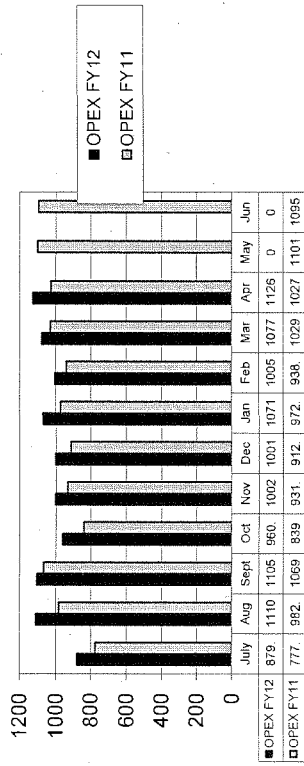
Fixed Route Revenue Hours Thousands



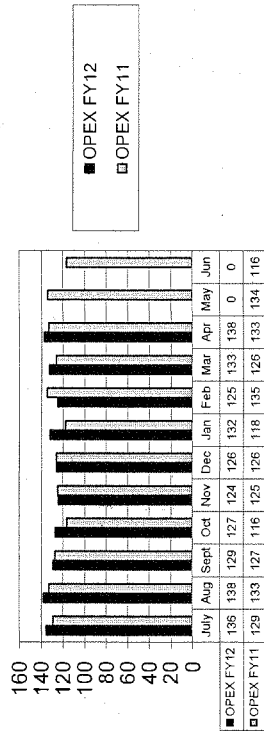
Fixed Route Revenue Miles Thousands



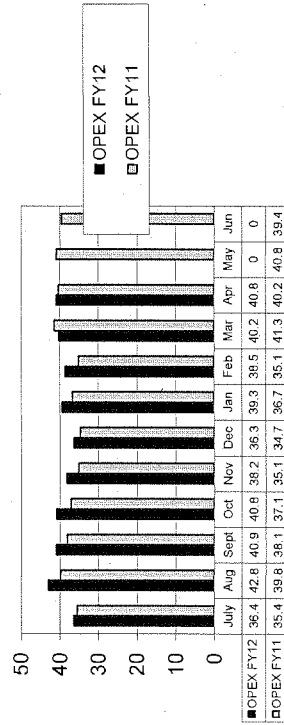
Demand Response Operating Expense Thousands



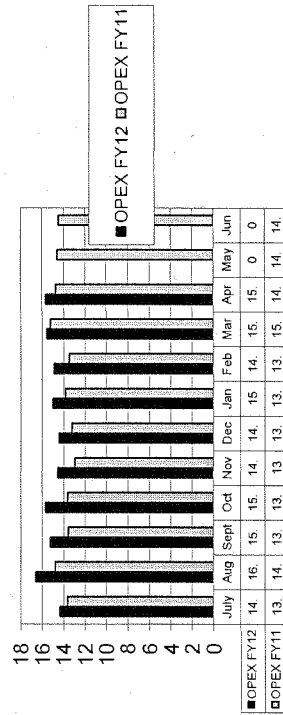
Demand Response Passenger Revenue Thousands



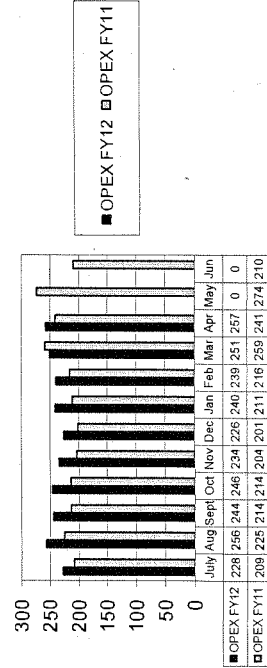
Demand Response Ridership Thousands



Demand Response Revenue Hours Thousands



Demand Response Revenue Miles Thousands



Statement of Operations Fiscal Year: 2012

CURRENT MONTH: April 2012

YEAR-TO-DATE: April 2012

	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	<u>Operating Revenues</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>
Passenger Fares	1,370,561	1,243,063	127,498	110%	Passenger Fares	12,359,251	12,430,624	(71,373)	99%
Measure I Subsidy - Fares	27,599	23,719	3,879	116%	Measure I Subsidy - Fares	268,524	237,192	31,333	113%
Measure I Subsidy - Operating	380,448	380,448	0	100%	Measure I Subsidy - Operating	3,804,475	3,804,475	0	100%
Auxiliary Transportation Revenue	46,198	75,417	(29,219)	61%	Auxiliary Transportation Revenue	696,659	754,167	(57,508)	92%
Non-Transportation Revenue	6,856	0	6,856	0%	Non-Transportation Revenue	(101,285)	0	(101,285)	0%
LTF Operating	2,493,008	2,493,008	0	100%	LTF Operating	24,930,080	24,930,082	(2)	100%
STAF Operating	193,020	193,020	0	100%	STAF Operating	1,930,196	1,930,196	(0)	100%
Capital Funds for Operations	1,380,575	1,184,952	195,623	117%	Capital Funds for Operations	12,019,222	11,849,518	169,704	101%
Total Revenues	5,898,263	5,593,626	304,637	105%	Total Revenues	55,907,122	55,936,253	(29,131)	100%
<u>Operating Expenses</u>									
Labor	2,179,271	2,087,371	(91,900)	104%	Labor	20,936,625	20,873,714	(62,911)	100%
Fringe Benefits	1,118,372	1,330,564	212,193	84%	Fringe Benefits	12,368,356	13,305,644	937,288	93%
Services	188,121	259,860	71,739	72%	Services	1,670,410	2,598,604	928,195	64%
Materials and Supplies	700,969	802,412	101,443	87%	Materials and Supplies	6,749,001	8,024,119	1,275,118	84%
Occupancy	232,656	235,366	2,710	99%	Occupancy	1,981,502	2,353,660	372,158	84%
Casualty and Liability	210,238	206,632	(3,606)	102%	Casualty and Liability	1,822,083	2,066,322	244,239	88%
Taxes and Fees	2,417	5,250	2,833	46%	Taxes and Fees	46,594	52,500	5,906	89%
Purchased Transportation	774,834	708,740	(66,094)	109%	Purchased Transportation	7,382,997	7,087,402	(295,595)	104%
Printing and Advertising	12,749	79,458	66,710	16%	Printing and Advertising	621,417	794,583	173,167	78%
Miscellaneous Expense	(7,201)	(14,995)	(7,794)	48%	Miscellaneous Expense	(247,736)	(149,948)	97,788	165%
Lease and Rental	38,868	41,424	2,556	94%	Lease and Rental	361,226	414,237	53,011	87%
Total Operating Expense	5,451,293	5,742,084	290,790	95%	Total Operating Expense	53,692,475	57,420,837	3,728,362	94%
Net Gain (Net Loss)	446,970	(148,458)	595,427		Net Gain (Net Loss)	2,214,648	(1,484,584)	3,699,231	
Sal & Ben	3,297,643	3,417,936	120,293	96%	Sal & Ben	33,304,982	34,179,359	874,377	97%
Other	489,727	553,135	63,408	89%	Other	4,585,085	5,531,353	946,268	83%

5/24/2012



DATE: June 6, 2012

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, 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 month of April, 2012. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

OMNITRANS
Treasurer's Report
Month ending April 2012

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		\$ 13,203,147.71			0.37%	
	Interest for QTR	\$ 14,015.09		\$ (500,000.00)	0.37%	
					0.38%	
		\$ 13,000,000.00		\$ (700,000.00)	0.37%	
					0.35%	
		\$26,217,162.80		\$ (1,200,000.00)		
Net LAIF Funds				\$25,017,162.80		\$25,017,162.80
Fair Marketing Value	Fair Value Factor				1.001211113	\$ 25,047,461.41
Union Bank Money Market GMRA	Interest	\$ 5,286,007.07	\$402.36		0.09%	
				\$ (139,105.03)		
		\$ 5,286,409.43		\$ (139,105.03)		
				\$ 5,147,304.40		
				\$ 5,147,304.40		\$ 5,147,304.40
Citybank Morgan Stanley Futures Account	Gain/Loss for month	\$ 75,000.00		\$ (7,937.50)		
		\$ 187,576.21		\$ (7,937.50)		
				\$ 179,638.71		\$ 179,638.71
Union Bank CD		\$ 25,000.00		\$ 25,000.00	0.30%	\$ 25,000.00
		\$ 1,634,771.72				
	Passenger	\$1,187,687.27				
	Grants' Revenue	\$17,164,879.10				
	Miscellaneous Revenue	\$53,678.87				
	Transfers From (To) LAIF	\$1,200,000.00		(\$13,000,000.00)		
	Transfers From (To) Money Market	\$139,105.03				
	Transfers From (To) Morgan Stanley Futures Account			(\$75,000.00)		
	Transfers From (To) CD	\$18.71				
	Accounts Payable			(\$4,175,744.23)		
	Payroll and Payroll Taxes			(\$2,328,891.73)		
	Employee Benefits			(\$382,368.86)		
	Bank Service Charge			(\$6,650.40)		
		\$21,380,140.70		(\$19,968,655.22)		
Net Union Bank Operating Funds				\$1,411,485.48		\$ 1,411,485.48
Petty Cash		\$ 3,000.00				\$ 3,000.00

Cash and Investments Under the Direction of Fiscal Agents

Wachovia Bank N.A.	\$ 75,000.00		
Workmens' Comp. Adjuster			
York Insurance Services			\$ 75,000.00
Total Cash & Investments			\$ 31,888,890.00

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

Mae Sung, Accounting Manager

Approved by: Milo Victoria

Milo Victoria, 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: June 6, 2012

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager *[Signature]*

SUBJECT: PAYROLLS AND WARRANTS FOR APRIL 2012

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

Payroll Period	Amount	Register #
03/21/12-04/03/12	\$304,177.08	07
04/04/12-04/17/12	\$309,750.59	08

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

Payroll Period	Amount	Register #
03/12/12-03/25/12	\$836,553.57	07
03/26/12-04/08/12	\$843,387.47	08

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

Register Date	Amount	Register #
04/05/2012	\$2,656,054.90	549-550
04/12/2012	\$341,890.35	551
04/19/2012	\$780,874.02	552
04/26/2012	\$396,924.96	553

I, Milo Victoria, 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.

MV: ms



DATE: June 6, 2012 **Item #E4**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager *[Signature]*

SUBJECT: **CLAIMS FILED AGAINST OMNITRANS FOR MAY 2012 – INFORMATION ITEM ONLY**

CLAIMANT	DATE OF LOSS	CLAIM NUMBER
Agyei-Fosu, Kwaku	02/08/12	2012123109
Capalaran, Romel	05/01/12	CLPA10639A1
Eaton, Clifford	03/16/12	2012123108
Martinez, Jamie	03/18/12	2012123179
Munoz, Segundo	11/20/11	2012123312
Norington, Elliott	04/02/12	2012123110
Nunez, Diane	12/28/11	CLPA10647A2
Porsch, Evelyn	04/15/12	CLPA10638A1
Webb, Kelly	04/09/12	2012123157
White, Wanda	03/22/12	CLPA10646A1

<u>Summary of Accidents</u>	<u>No. of Claimants</u>
Coach/Vehicle Accident	2
Injury Inside Coach	6
Injury Outside Coach	1
Theft on Bus	1

For the Claims Above:

0% of claims were filed 1 to 5 days after the incident.
10% of claims were filed 6 to 10 days after the incident.
90% of claims were filed 11 or more days after the incident.

/ca

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of May 10, 2012

Submitted for the
Board Meeting of:
June 6, 2012

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION						FEMALE ETHNIC COMPOSITION						Existing Vacancies *	INTERVIEWED						APPOINTED					
		C	B	H	AS	AI	2+	C	B	H	AS	AI	2+		C	B	H	AS	AI	NH/PI	2+					
OPERATIONS	450	74	104	78	7	1	0	49	86	41	1	1	2	6	1	1	2	0	0	1	1	0	0	0	0	
MAINTENANCE	103	28	10	51	6	0	0	3	1	1	1	0	0	2	3	3	7	1	1	0	2	0	1	0	0	
EXECUTIVE OFFICE	5	1	1	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
INFORMATION TECH. SERVICES	6	1	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SAFETY/ SECURITY	5	2	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MARKETING	23	3	0	5	0	0	0	3	1	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PLANNING	7	2	0	0	1	0	0	1	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	
HUMAN RESOURCES	9	0	0	1	0	0	0	5	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PROCUREMENT	22	6	1	4	0	0	0	6	2	0	0	0	0	3	2	1	0	0	0	0	1	0	0	0	0	
FINANCE	12	0	2	0	2	0	0	3	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SBX	10	1	1	0	4	0	0	0	1	0	0	0	0	3	0	1	0	0	0	0	0	1	0	0	0	
AGENCY TOTAL	652	118	119	141	25	1	0	73	91	62	4	1	2	15	6	6	9	1	1	0	3	2	2	0	0	0

C = Caucasian
B = Black
H = Hispanic
AS = Asian
AI = American Indian
2+ = Two or More Races
NH/PI = Native Hawaiian or Pacific Islander

* Includes part time
* reflects numbers from the FY12 budget

PERCENTAGES

COMPLETED BY: *Meredith Tshilonda*
Meredith Tshilonda
(HR Analyst)

C B H A AI 2+ TOTAL
29.98% 32.97% 31.87% 4.55% 0.31% 0.31% 100%



DATE: June 6, 2012 Item #E6

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *MV*

FROM: William Tsuei, Director of Information Technology *WT*

SUBJECT: **FISCAL YEAR 2012 ANNUAL MANAGEMENT PLAN
KEY PERFORMANCE INDICATORS –3RD QUARTER REPORT**

FORM MOTION

Receive and file Fiscal Year 2012 Annual Management Plan Key Performance Indicators – Third Quarter Report (July 1, 2011 through March 31, 2012).

BACKGROUND AND SUMMARY

In June 2011, the Board of Directors adopted the Fiscal Year 2012 Annual Strategic Plan, which includes the Annual Management Element, the Service Element, the Marketing Element and the Budget Element.

During the review of the Management Element, the Board requested that Omnitrans provide, on a quarterly basis, an update of the Key Performance Indicators as identified in the Management Element.

The Third Quarter Report covers the period of July 1, 2011 through March 31, 2012. The report will be updated on a quarterly basis with a year-end report for the fiscal year presented in August 2012.

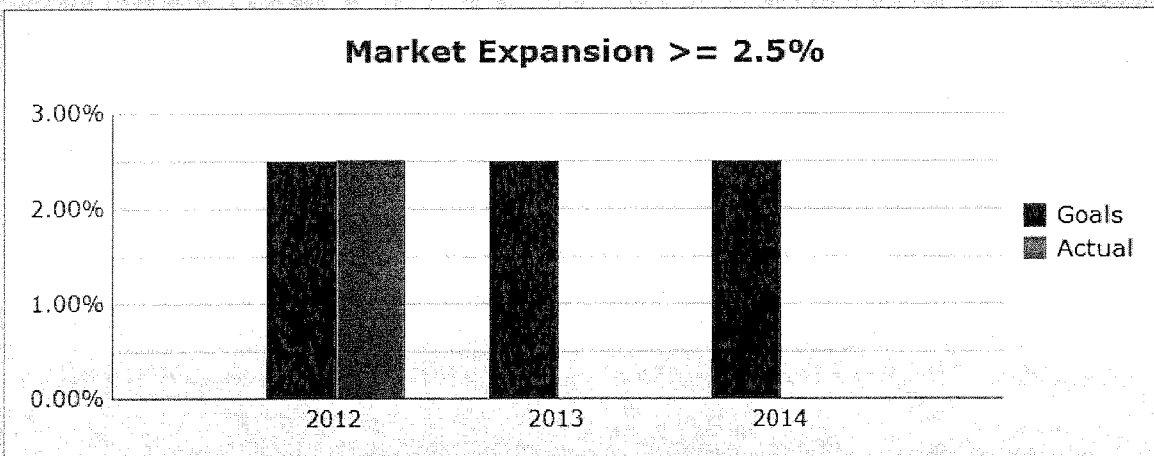
MV/WT

OMNITRANS ANNUAL MANAGEMENT PLAN

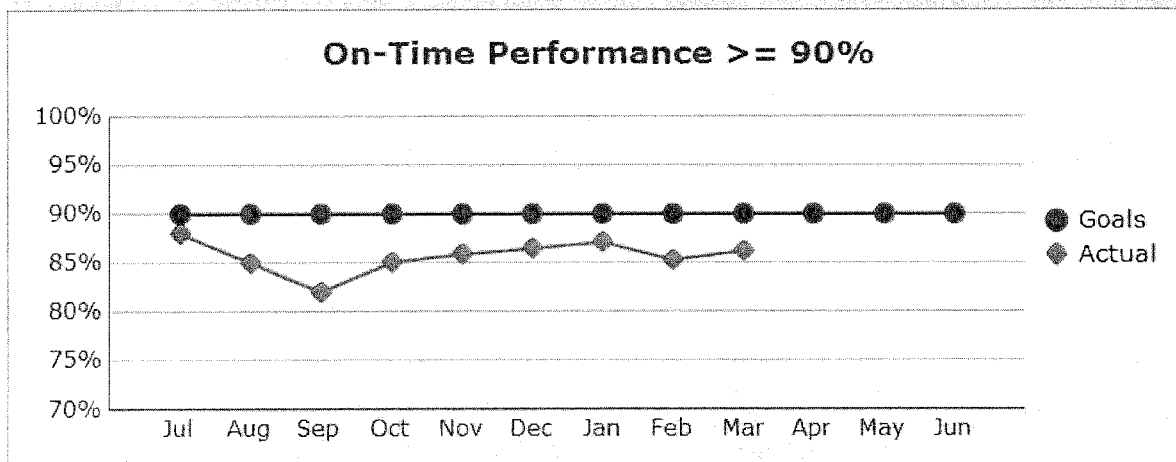
FISCAL YEAR 2012

Third Quarter Report [Jan 1, 2012 – Mar 31, 2012]

Goal 1 - Partnerships

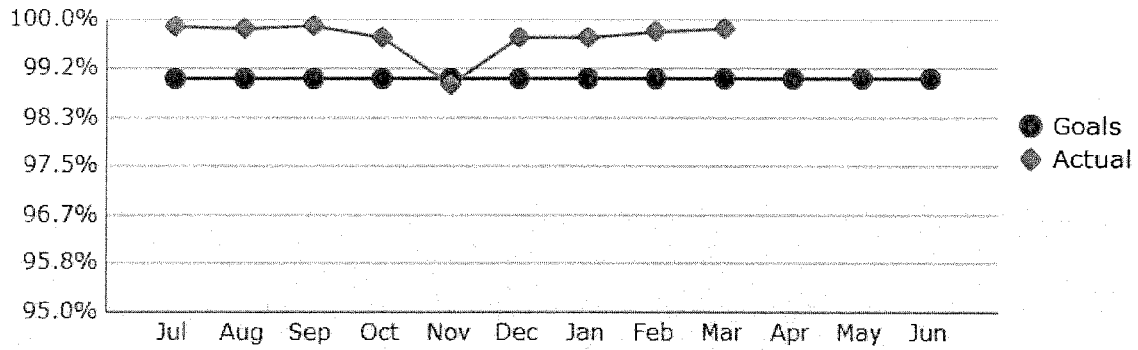


Goal 2 - Operations

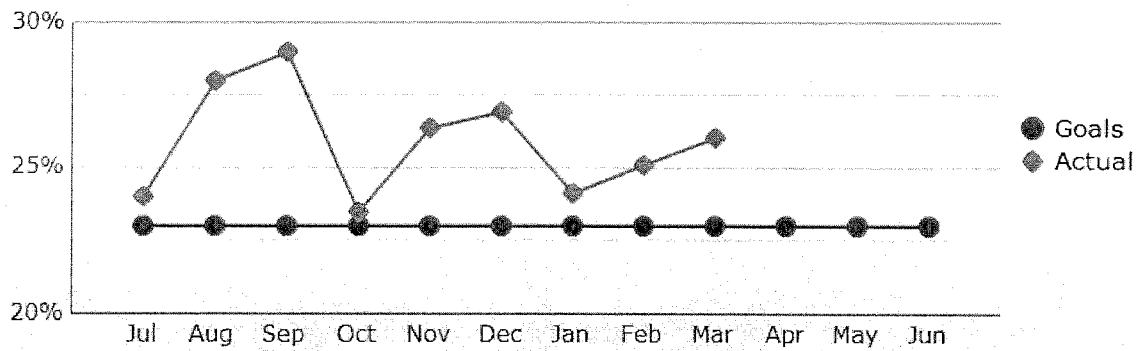


Goal 2 - Operations

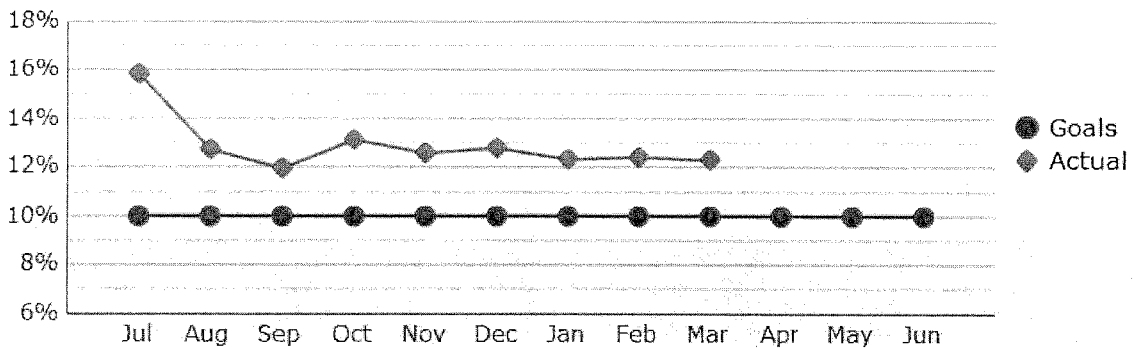
Delivery of Scheduled Service $\geq 99\%$



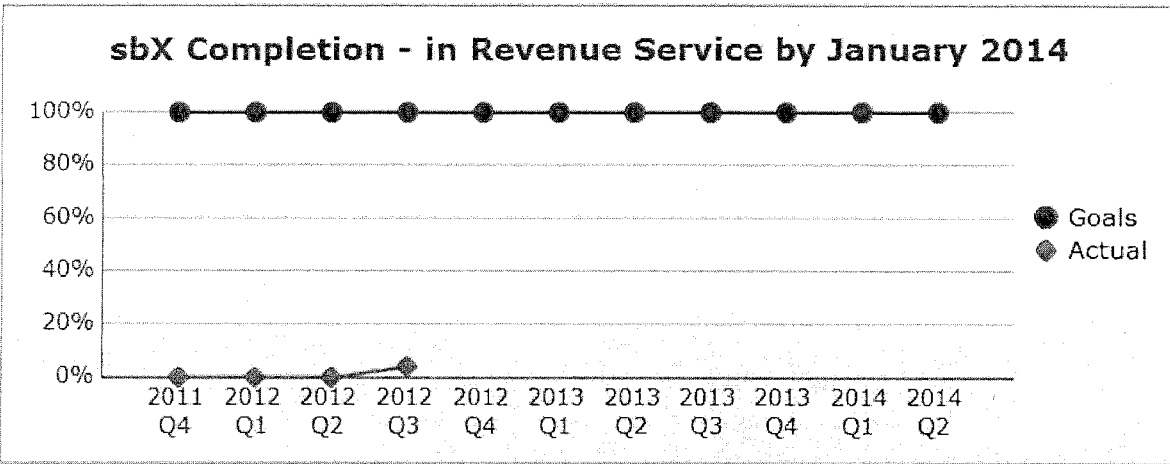
Fixed Route Services Fare Recovery Ratio $\geq 23\%$



Access Services Fare Recovery Ratio $\geq 10\%$



Goal 2 - Operations



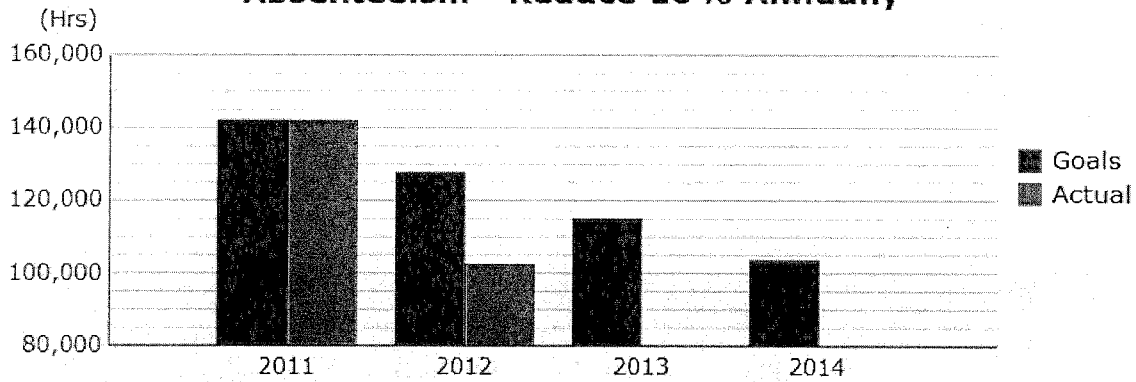
Goal 3 - Employer of Choice



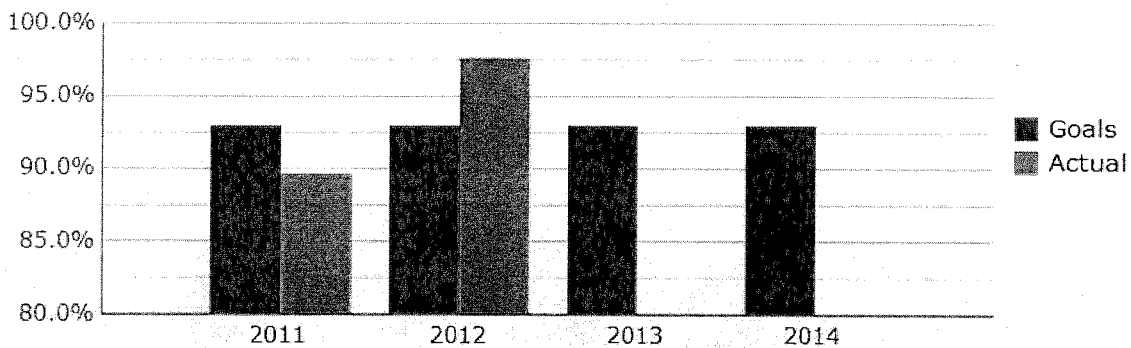
Survey scheduled for January 2013.

Goal 3 - Employer of Choice

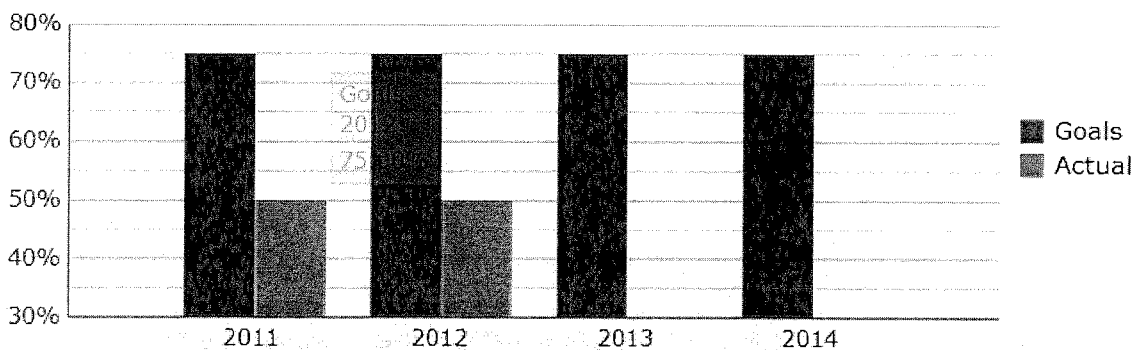
Absenteeism - Reduce 10% Annually



Employee Retention - 93%



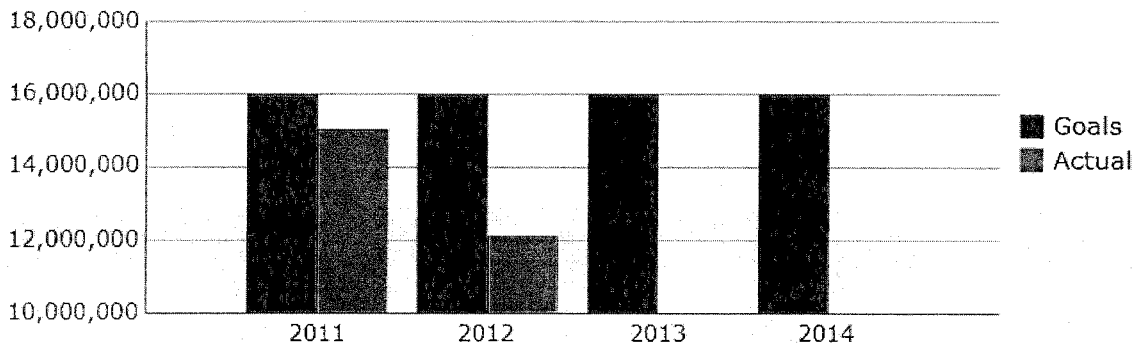
Competitive Compensation - 75% Percentile



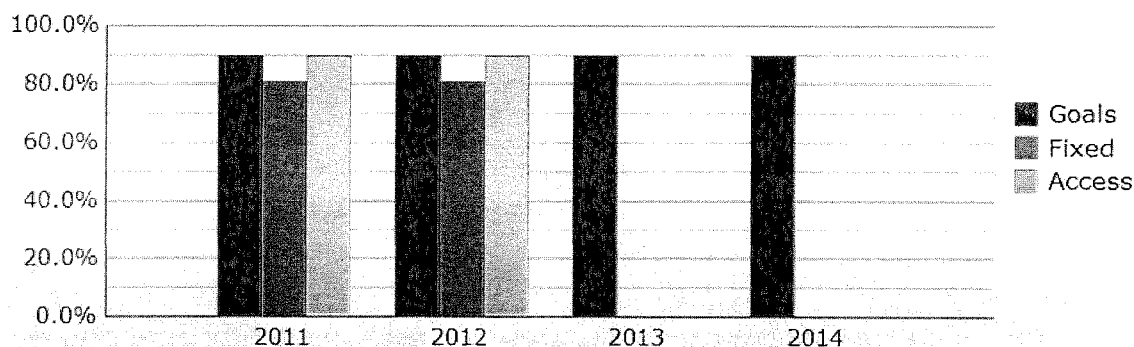
The 75th percentile would give Omnitrans advantage of offering higher compensation. This goal is not active and compensation shall remain at the 50th percentile, which will keep us at the 2012 market.

Goal 4 - Marketing

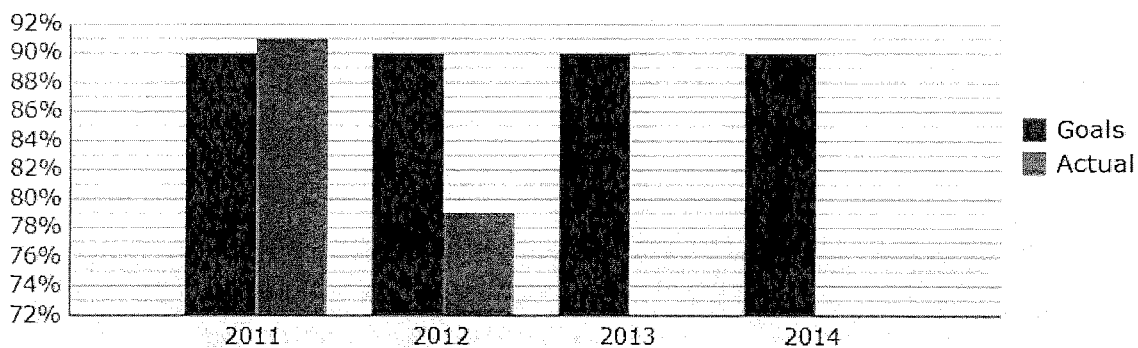
Exceed Ridership Target - 16 Million/Year by FY 2014



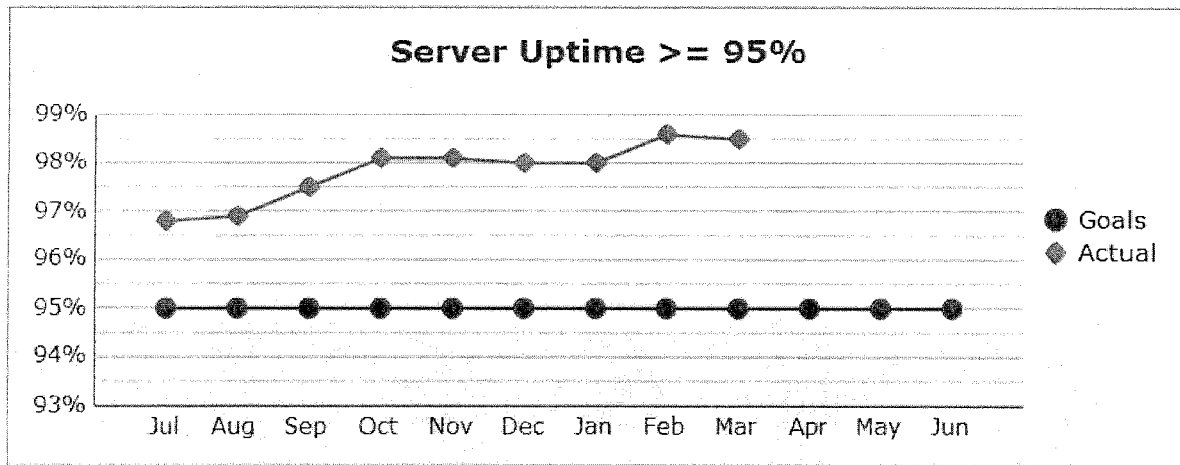
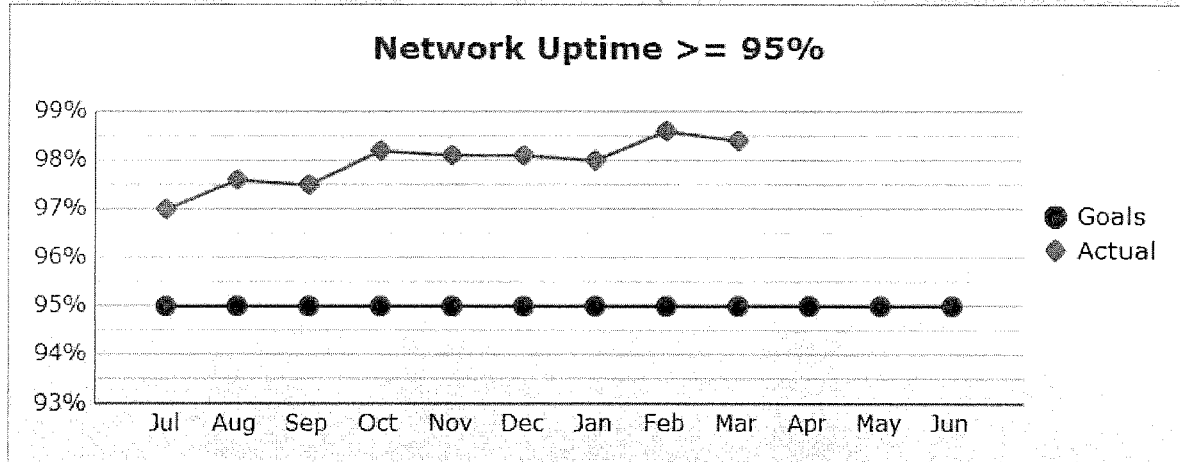
Customer Satisfaction Rate $\geq 90\%$



Achieve 90% Public Awareness Rating



Goal 5 - Information Technology





**A PROCLAMATION ESTABLISHING
7th ANNUAL NATIONAL DUMP THE PUMP DAY
IN THE SAN BERNARDINO VALLEY
ON JUNE 21, 2012**

WHEREAS June 21, 2012 marks the 7th annual National Dump the Pump Day as a day that encourages people to ride public transportation to save money, protect the environment, reduce our dependence on foreign oil, and improve the quality of life for all Americans;

WHEREAS people who ride public transportation can save, on average, more than \$10,000 per year based on today's gas prices, the cost of owning a car, and the average parking rate;

WHEREAS for every \$1 invested in public transportation, \$4 is generated in economic returns;

WHEREAS U.S. public transportation use reduces the country's carbon footprint by 37 million metric tons -- the equivalent of 4.9 million households using electricity in a year;

WHEREAS U.S. public transportation use saves 4.2 billion gallons of gasoline per year -- the equivalent of 900,000 cars filling up every day;

WHEREAS public transportation use in 439 urban areas in the United States saved 796 million hours annually in travel time and 303 million gallons of fuel; and without public transportation, annual congestion costs would have risen by nearly \$17 billion from \$101 to \$118 billion;

**NOW, THEREFORE, THE OMNITRANS BOARD OF DIRECTORS
RESOLVES AS FOLLOWS:**

SECTION 1. Declares that Omnitrans will join with public transportation systems across the country and participate in the 7th annual National Dump the Pump Day on June 21, 2012 by encouraging citizens to ride public transportation;

SECTION 2. That Omnitrans declares that by using public transportation, people save money; help the environment; reduce dependence on foreign oil; and improve America's quality of life;

SECTION 3. That Omnitrans declares that public transportation is an important part of our nation's transportation system and provides citizens with travel options other than driving a car;

SECTION 4. Further orders that Omnitrans participate in the 7th annual National Dump the Pump Day by offering free rides on all fixed routes on June 21, 2012.

PASSED AND ADOPTED THIS 6th DAY OF JUNE, 2012

Dick Riddell, Board of Directors Chair

RESOLUTION NO. 259-12

A RESOLUTION AUTHORIZING THE FILING OF FISCAL YEAR 2013 APPLICATIONS WITH FEDERAL, STATE AND LOCAL FUNDING SOURCES, PARTICULARLY THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY TITLE 23 U.S.C. AND TITLE 49 U.S.C. CHAPTER 53 AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for transportation projects;

WHEREAS, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

WHEREAS, the Applicant has knowledge now or will gain knowledge in the future of additional funding opportunities through other Federal, State, or local sources;

NOW, THEREFORE, BE IT RESOLVED BY THE OMNITRANS BOARD OF DIRECTORS:

1. That Omnitrans' CEO/General Manager or his/her designee is authorized to execute and file applications for Federal assistance on behalf of Omnitrans with the Federal Transit Administration for Federal assistance authorized by Title 23 U.S.C. and Title 49 U.S.C. Chapter 53, or other Federal statutes authorizing a project administered by the Federal Transit Administration. The Applicant has received authority from the Designated Recipient to apply for Urbanized Area Formula Program assistance and Capital Program assistance. Further, Omnitrans' CEO/General Manager is authorized to file and execute applications for financial assistance from other Federal, State and local funding sources that will enhance or improve the existing transit services it provides.
2. That Omnitrans' CEO/General Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

3. That Omnitrans' CEO/General Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration as well as other Federal, State and local funding sources on behalf of Omnitrans.

CERTIFICATION

The undersigned duly qualified CEO/General Manager acting on behalf of Omnitrans certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Omnitrans Board of Directors held on this 6th day of June 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

Milo Victoria, CEO/General Manager
Secretary, Omnitrans Board of Directors

The foregoing resolution is hereby approved this 6th day of June 2012.

Dick Riddell
Chair, Omnitrans Board of Directors

Approved as to form:

Carol Greene
Counsel for Omnitrans



DATE: June 6, 2012 **Item #E9**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Jennifer M. Sims, Director of Procurement *[Signature]*

SUBJECT: CONSENT TO ASSIGNMENT, TRAPEZE SOFTWARE GROUP

FORM MOTION

Authorize the CEO/General Manager to sign the necessary documents to allow the assignment of any valid agreements between Omnitrans and Trapeze Intelligent Transportation System (ITS) USA, LLC, Cedar Rapids, Iowa, to parent company Trapeze Software Group of Cedar Rapids, Iowa as requested in the attached letter.

BACKGROUND AND ANALYSIS

The Agreement sets forth the terms and conditions by which Omnitrans transfers all rights and responsibilities associated with Trapeze Intelligent Transportation System (ITS) USA, LLC, of Cedar Rapids, Iowa, for the provision of software maintenance services of the Agency's Trapeze ITS software and for the annual license and maintenance of Omnitrans' Trapeze Fleet Operation System to Trapeze Software Group.

On November 23, 2011, Omnitrans was notified that effective January 1, 2012, Trapeze ITS USA, LLC, was acquired by Trapeze Software Group of Cedar Rapids, Iowa. Trapeze Software Group has retained all of the personnel currently working on Omnitrans' contracts and is committed to all contractual obligations and service levels moving forward that were previously undertaken by Trapeze ITS USA, LLC.

The Board's consent to the assignment is necessary to formalize the transfer of responsibilities to Trapeze Software Group. There will be no changes to the terms and conditions of the Purchase Order.

FUNDING

The required services are budgeted in the Information Technology Services Department's annual operating budget for Fiscal Year 2013.

Department 1320
Expenditure Codes 505170

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

CONCLUSION

For the above reasons, staff requests that the Board of Directors authorize the CEO/General Manager to sign the necessary documents to allow the assignment of any valid agreements between Omnitrans and Trapeze Intelligent Transportation System (ITS) USA, LLC, Cedar Rapids, Iowa, to parent company Trapeze Software Group of Cedar Rapids, Iowa, as requested in the attached letter.

MV:JS



November 23, 2011

William Tsuei
Omnitrans
1700 W. Fifth Street
San Bernardino, CA 92411

NOTICE RE: Assumption by Trapeze Software Group, Inc. of all Agreements in Effect on December 31, 2011 between Trapeze ITS U.S.A., LLC and Omnitrans ("Contract(s)")

Dear William Tsuei,

In order to serve our customers better through a consolidated and streamlined approach to our operations, Trapeze ITS U.S.A., LLC ("**Trapeze ITS**") will merge with its parent company, Trapeze Software Group, Inc. ("**TSG**"), on January 1, 2012. The newly merged corporation will continue to be named Trapeze Software Group, Inc., and you will not otherwise experience any change in our personnel or services as a result of this merger.

As part of this reorganization, the above referenced Contract(s) will be assumed by TSG effective January 1, 2012. TSG will remain responsible for the performance and observance of all duties and obligations under the Contract(s). Any notices to Trapeze ITS required or permitted under the Contract(s) should be made to the address identified in the Contract, substituting "Trapeze Software Group, Inc." for "Trapeze ITS U.S.A., LLC".

TSG remains dedicated to providing technology solutions for the passenger transportation industry and is fully committed to the successful continuation of our relationship. Please contact me if you have any questions about this Notice.

Sincerely,

A handwritten signature in dark ink, appearing to read "Brian Beattie".

Brian Beattie
CFO, Trapeze Software Group, Inc.

Cc: Heidi Wiebold, Manager, Contract Management



DATE: June 6, 2012 Item #E10

TO: Board Chair Dick Riddell and
Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Milind Joshi, sbX Program Manager *[Signature]*

SUBJECT: **CONSTRUCTION PROGRESS REPORT NO. 5 THROUGH APRIL 2012**
sbX E STREET CORRIDOR BRT PROJECT

FORM MOTION

Receive and file Construction Progress Report No. 5 for the sbX E Street Corridor BRT Project through April 2012.

This item was reviewed by the Administrative & Finance Committee at its May 14, 2012, meeting and recommended to the Board of Directors for receipt and file.

SUMMARY AND BACKGROUND

This is Construction Progress Report No. 5 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file the Construction Progress Report No. 5 for the sbX E Street Corridor BRT Project through April 2012.

MV:MJ

Attachment



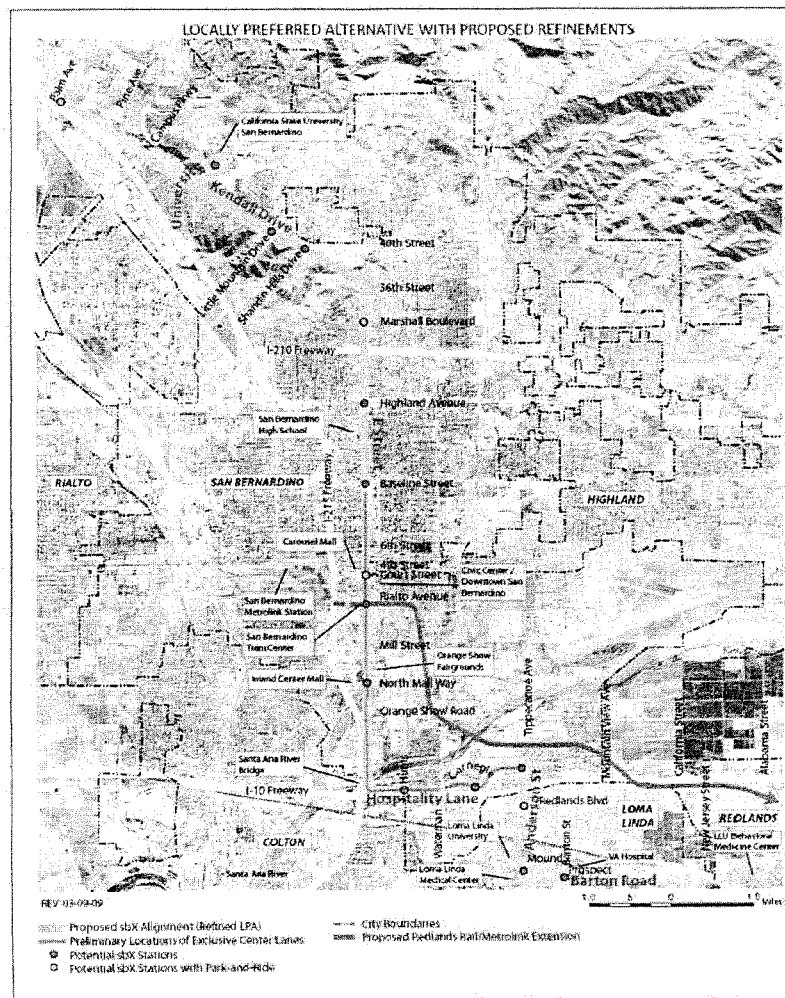
sbX E Street Corridor Bus Rapid Transit (BRT) Project

Construction Progress Report No. 5

Month Ending: April 2012

Submitted By: **JACOBS**

Contractor: Griffith/Comet
Contractor Contract No.: IPMO11-5
Project Manager: Joe Jenkins, P.E.
Resident Engineer: Karim Varshochi, P.E.
Omnitrans Construction Manager: Bart Hayashi, P.E.



Construction Progress This Month:

- Continued construction of the Kendall/Palm Park & Ride Facility; placed concrete for the foundation of the restroom and bus platform, started placing block for the restroom walls, continued installation of electrical conduit and storm drain improvements.
- Continued water service and fire hydrant relocations, storm drain systems, traffic signal relocations and placement of curb & gutter, driveways and bus pads along E Street.
- Continued water service and fire hydrant relocations, and westbound removals and clearing & grubbing along Hospitality Lane.

Community Relation Activities this Month:

- Conducted monthly Public Construction Status Meeting at 201 North East Street on 11 April. A project update was provided and no major concerns raised.
- Continued communications with businesses along Hospitality Lane and E Street to coordinate scheduling of the work.
- Met with TGI Fridays located on Hospitality lane to address concerns pertaining to shut-downs of water service required for relocation efforts. Coordinated to perform shut-downs during non-business operation hours, posted signage identifying the business is open during construction and maintained access while under construction.
- Met with SoCal Super Trucks located at 774 South E Street to address their concerns pertaining to business access and potential damage of their large glass window due to construction vibration. Access will be maintained during construction and the contractor will monitor for vibration.
- Met with five property owners along E Street to advise of the work schedule and inform them that access to their properties will be maintained during construction.
- Met with Cross Roads Rotary Club to discuss concerns pertaining to the elimination of left hand turns along Hospitality Lane due to the dedicated center running bus lanes. Advised them that U-turns will be allowed at signalized intersections to allow access to businesses.

Accomplishments this Month:

- Completed negotiation and execution of the first contract change order. The original estimate for this change was approximately \$4.159 million; after negotiations of the costs with the contractor and relief of some San Bernardino City requirements the costs was reduced to approximately \$2.594 million.
- Completed negotiations for the 2nd & 3rd contract change orders and awaiting the Omnitrans CEO signature. Negotiations with the contractor for the 3rd change resulted in an estimated original proposal of approximately \$475,000 to an agreed cost of \$433,500.
- Continue to meet each month to review the project risk register that identifies risks and potential costs to the project. We have prepared a 13 page risk register identifying 125 risk items in 14 different categories reducing the project's exposure to these risks.
- Identified a potential public relations issue and impact to local business prior to executing the approved traffic control plan for closure of lanes at Tippecanoe and Hospitality Lane. Upon reviewing the traffic flow after the traffic control was established it was determined that traffic would back up north bound on Tippecanoe due to the restricted left turn on Hospitality. A plan revision was created and reviewed by the City that allowed two left turn lanes and two west bound lanes to the next signalized intersection. The road was restriped at night and the problem was eliminated.

- The approved traffic control plan required the closing of an access driveway to a commercial center. Access was being obtained by an adjacent signalized intersection but the business establishments were complaining to the center's owner to have the driveway opened. The team met with the center manager and owner to seek a resolution. Two options were presented and the owner selected the option that fast tracked construction to permit opening of the driveway prior to completion of the adjacent work.
- A conflict existed with the corner radius that restricted bus turning into a local mall entrance. Two options were presented (1) Eliminate the median conflict; this would require removal of an existing sign and entrance lights. (2) Construct a larger radius corner that would require about 140 sq ft of additional right-of-way. The owner agreed that dedicating the right of way at no cost would be better than having to try and replace the sign and lights at another location.
- The contractor (Comet) completed the 80% design for the transit signal priority, communications and variable message sign systems and is scheduled to submit 100% plans by 1 May. Review has been a coordinated effort between the designer, CM staff and Omnitrans operations.

Construction Planned for the Next Month:

- Continue construction of the Kendall/Palm Park & Ride facility
- Continue installation of curb & gutter, sidewalk, driveways, and bus pads along E Street.
- Continue traffic signal relocations along E Street.
- Complete installation/extension of water services, fire hydrants, and water meters relocations along E Street and Hospitality Lane.
- Place curb, gutter, driveways and sidewalk along the north side of Hospitality Lane
- Continue storm drain and sanitary sewer improvements along E Street
- Relocate trees along Hospitality Lane

Areas of Concern and Proposed Solutions:

- Received encroachment permit from the City of San Bernardino on 01/27/12; the first contract day of construction was 12/21/11. The actual start of construction was delayed due to the permitting issue with the City of San Bernardino. The baseline schedule has been returned to the contractor for corrections. Once the baseline schedule is approved; the contractor will submit a recovery schedule so we can evaluate the impact of the delay. The revised baseline schedule was received and returned to the contractor with 22 pages of corrections/comments. The contractor has addressed most of these comments but several discrepancies still exist and Omnitrans 3rd Party scheduler is also reviewing the schedule.
- Caltrans Encroachment permit for Hospitality and Carnegie; waiting for Caltrans Traffic Signal Section in Sacramento to review additional information provided by Parsons. Caltrans to meet with Omnitrans and Parsons to review plan check comments on 05/01/2012.
- Waiting for the Flood Control District Permit for the Redlands Park & Ride Station.
- The project has started with a significant amount of changes and contract change orders need to be processed in a timely manner to avoid delays to the project. The amount of contingency will need to be increased to make funding available for these change orders. IPMO plans to request an additional 10% contingency during the May Board Meeting.
- We are coordinating with Verizon and SCE Transmission and Distribution for relocations. SCE is scheduled to relocate a distribution pole at 10th and E Streets on 1 May. Verizon started relocation of a pull box at North Mall Way and E Street. Parsons prepared plan revisions to include service from the SCE and Verizon service

points to the stations with the exception of the service at baseline and E Street. The contractor is preparing a cost proposal for this change.

- There is a conflict between an SCE vault and the curb design near the Souplantation Restaurant on Hospitality Lane; the existing vault is in the curb line and will need to be relocated. We are coordinating this issue with SCE.
- Pedestrians are entering areas closed to the public and that are under construction despite signage and barriers identifying the closed off areas. This concern has been addressed with the San Bernardino Police Department; they will increase their presence and issue warnings to violating pedestrians.
- Deficiencies in the quality and thickness of existing pavement along E Street between 6th and 10th Street were identified. Coring of sections of the sStreet to evaluate the conditions and provide recommendations for construction was conducted. We are reviewing the coring information with the designer and geotechnical engineer to determine the appropriate pavement section. It is anticipated that this will result in some increases in current pay items but none greater than 25%.
- The contractor's surveyor has identified vertical and horizontal discrepancies in the survey monuments along Hospitality Lane. We met with the designer, contractor and our QA surveyor to discuss resolution of this issue. The design surveyor provided electronic data; the contractor is re-checking the bench marks. There are some minor variations but the discrepancies are within tolerance; with use of local control this issue is resolved.

Contract Change Orders (CCO)

CCO	Description	Negotiated Cost	Time Extension Contract Calendar Days
1	Water Meter and Fire Hydrant Connections to the Main	\$2,594,555.00	0
2	Additional Insurance Requirements, prepared and processing	\$214,364.64	0
3	Electrical Service Modifications for Street Lights; prepared and processing	\$433,500.00	0
TOTALS		\$3,242,419.64	0

Change Order Requests (COR)

COR	Description	Estimated Cost *	Time Extension Contract Calendar Days	Status
1	Permit Plan Changes, Delta 1, requested by the City	\$489,754	TBD	Preparing documentation for submittal to Omnitrans.
2	Permit Plan Changes, Delta 1A, additional changes	\$150,000	TBD	JV preparing cost proposal
3	Permit Plan Changes, Delta 2, G & M Oil Gas Station and Station Utility Service Pedestals (SCE & Verizon)	\$1,200,000	TBD	JV to revise and resubmit cost proposal
4	Project Signs changed from Wood to Aluminum	\$3,600	0	Submitted to Omnitrans on 04/12/2012 for approval
5	Ad Panels	0	0	Denied
6	SWPPP training	\$9,394	0	Awaiting JV resubmittal
7	Street Conduit Forensic study, Paid under Pay Item No. 318, closed	0	0	To be paid under bid item 318 – Unknown Conditions
8	Additional Insurance Requirements; Processing as CCO No. 2	0	0	Submitted to Omnitrans on 03/21/2012 for approval
9	Caltrans Kendall/Palm Encroachment Permit	\$50,000	0	Awaiting further information
10	Revise Station Limits and Elevations	0	0	JV to confirm "no cost" change
11	Station Glass Dimension Revisions	0	0	JV to confirm "no cost" change
12	Partnering Session Supplies for Team Building	\$9,524	0	JV to confirm "no cost" change
13	Station Elevation Modifications for Marshall and Baseline	0	0	To be reviewed with Omnitrans on 05/01/2012
14	Electrical Service Modifications for Street Lights – CCO No. 3 prepared	0	0	Submitted to Omnitrans on 03/21/2012 for approval
15	Electrical Plan Changes	TBD	TBD	Designer preparing scope
16	Taper revisions at Parcels B235, B237, B239	0	TBD	JV to confirm "no cost" change

COR	Description	Estimated Cost *	Time Extension Contract Calendar Days	Status
17	177 lf of 6" DIP missing from bid list; paid under Pay Item No. 55, closed.	0	TBD	To be paid under bid item 55.
18	Drainage Plan and Profile Kendall/Palm Station East	\$80,000	TBD	JV preparing cost proposal
19	Lowering Catch Basin for Street Light Foundation	\$35,000	TBD	Under review by Jacobs
20	Missing bid item for 1-1/2" PVC pipe at Kendall/Palm – Denied included in Station bid item	\$0	0	Denied
21	Flow line modifications at Benton, Prospect, Anderson & Redlands stations	TBD	TBD	Designer preparing scope
22	Potholing along E Street for curb & gutter excavation, paid under Bid Item 318, closed.	0	TBD	To be paid under bid item 318 – Unknown Conditions
23	Water Meter and Fire Hydrant Connections to the Main. Executed as CCO No. 1, Closed.	0	TBD	Approved
24	Additional traffic signal requirements	\$59,477	TBD	Submitted to Omnitrans on 03/21/2012 for approval
25	Addition of two bus stops at Kendall/Palm	\$35,000	TBD	JV preparing cost proposal
26	Redesign of median fountain area at Court Station	TBD	TBD	Designer preparing scope
27	Kendall at Palm Traffic Signal Revisions	TBD	TBD	Designer preparing scope
28	Kendall at Palm additional local bus station – Part 2 – electrical, landscape, signage and striping additions	TBD	TBD	Designer preparing scope
29	Gage Canal Changes	TBD	TBD	Designer preparing scope
30	Bus Stop No. 2 Revisions	TBD	TBD	Designer preparing scope
31	Planter curb additions at Shell Gas Station	TBD	TBD	Designer preparing scope
32	Graded channel at north end of Kendall/Palm	TBD	TBD	JV preparing cost proposal
33	E Street/North Mall Way bay taper & median removal	TBD	TBD	Designer preparing scope
34	Optional traffic signal at Hospitality and private drive	TBD	TBD	Designer preparing scope
35	E Street/North Mall Way bay taper	\$5,000	TBD	Awaiting info from JV
36	Flow line modifications to Hospitality at Tippecanoe, Hospitality at Carnegie, Kendall at Little Mountain and the CSUSB stations	TBD	TBD	Designer preparing scope
37	Out of Sequence Concrete Pours due to Existing	TBD	TBD	Awaiting info from JV

COR	Description	Estimated Cost *	Time Extension Contract Calendar Days	Status
	Unforeseen Obstructions -			
38	Modified Utility Plans Showing Vaults to be Replaced and water Meter As-Builts	TBD	TBD	Designer preparing scope
39	Out of Sequence Concrete Pours due to Existing Unforeseen Obstructions – Union Street	TBD	TBD	JV preparing cost proposal
40	Curb Ramp at Northwest Corner of E Street & Rialto	TBD	TBD	JV preparing cost proposal
41	Change sbX Traffic Signal Heads from PV to LRT	TBD	TBD	JV preparing cost proposal
42	Pavement Section Along E Street from 10 th to 2 nd Street	TBD	TBD	Designer preparing scope
43	Increase in Project Bid Quantities	TBD	TBD	Preparing documentation for submittal to Omnitrans
44	SCE Vault at North May Way	TBD	TBD	Designer preparing scope
45	Cross Gutter at E Street and Victoria	TBD	TBD	Designer preparing scope
46	Eliminate Driveway Approach at Parcel C33	TBD	TBD	Designer preparing scope
47	Replace Driveway Approach at Parcel B251	TBD	TBD	Designer preparing scope
48	Steel Storage Containers	TBD	TBD	No cost/no time change. Item closed.
49				
50				
TOTALS		\$2,126,749	TBD	

* Rough Order of Magnitude – Currently there is not sufficient information to determine the rough order of magnitude cost for the costs identified as TBD. Estimated cost will be updated as additional information is obtained and negotiations are conducted.

Contract Statistics**Contract Time**

Activity	Days	Date
Notice to Proceed		11/21/11
Calendar Days per Original Contract	731	
Original Completion Date		12/21/13
Calendar Days Completed	128	
CCO Time Extension to Date	0	
Required Completion Date as of 26 April 2012		12/21/13
Forecasted Completion Date as of 26 April 2012		12/21/13
Percent Time Elapsed	17.51%	

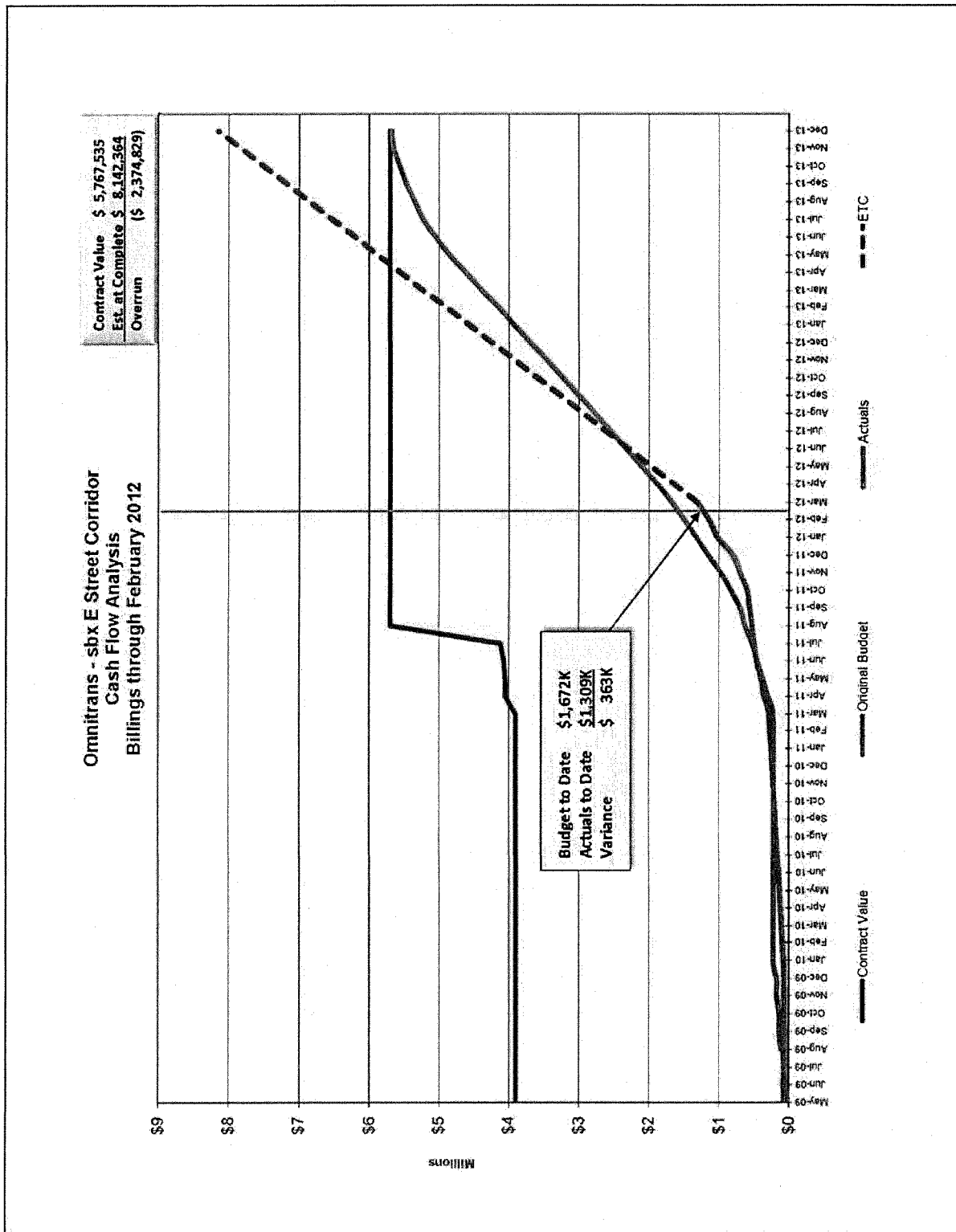
Contract Cost

	Comments	Project Cost
Original Contract Amount		\$64,700,603.05
CCO's to Date		\$3,242,419.64
Total Authorization to Date		\$67,943,022.69
Options (Pay Items 319 & 320)		\$202,000.00
Pending CCO's		\$2,126,749.00
Forecasted Cost at Completion		\$70,271,771.69
Contract Items as of 31 March 2012		\$5,924,742.29
Materials on Hand as of 31 March 2012		\$0
CCO's Paid as of 31 March 2012		\$36,046.35
DBE Contract Amount		\$644,0663.50
DBE Paid to Date		\$289,042.50
DBE Contract Goal		9.95%
DBE Percentage of Total Earned to Date		4.85%
Amount Earned as of 31 March 2012		\$5,960,788.64
Retention Held		\$596,078.86
Percent Complete (% paid)		9.21%

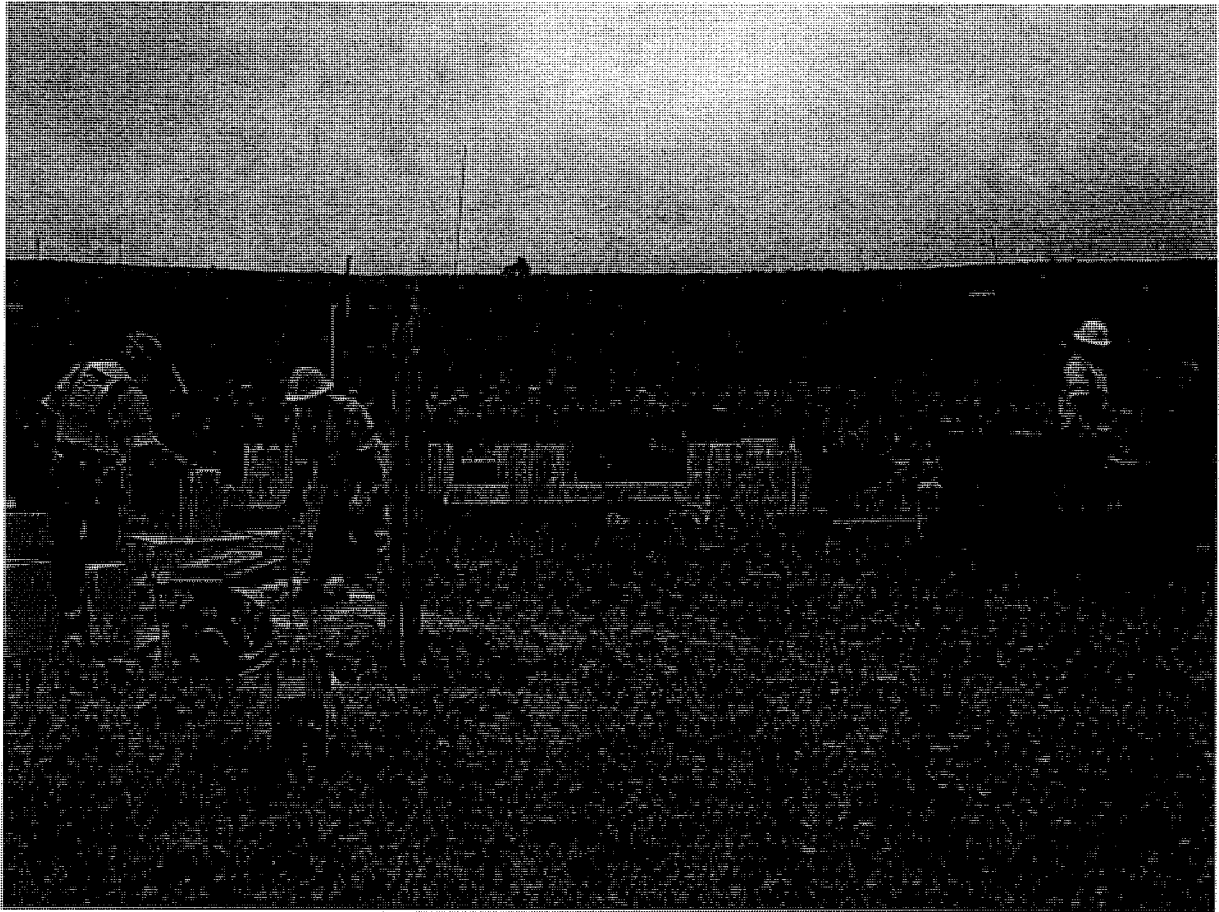
Construction Management Services Cost

	Comments	Project Cost
Original Contract Amount		\$3,898,769.00
CCO's to Date		\$1,803,526.90
Total Authorization to Date		\$5,702,295.90
Pending CCO's		\$0
Forecasted Cost at Completion		\$8,142,364.00
Total Billed as of 24 February 2012		\$1,304,741.26
DBE Contract Amount		\$789,333.00
DBE Paid to Date		\$59,505.57
DBE Percentage of Contract		13.84%
DBE Percentage of Total Earned to Date		4.56%
Percent of Budget Expended		22.88%

We added Primavera Contract Manager to assist with document control; a new server to provide the capacity to store documents at a remote location, provided additional staff for administrative and document control services, and inspection staff was also added sooner than planned. Also due to early extensive contract change orders, we added estimators to assist with estimating the costs of the change orders. The following Cash Flow Analysis shows our current billings through February 2012 and the estimate to complete through December 2013.



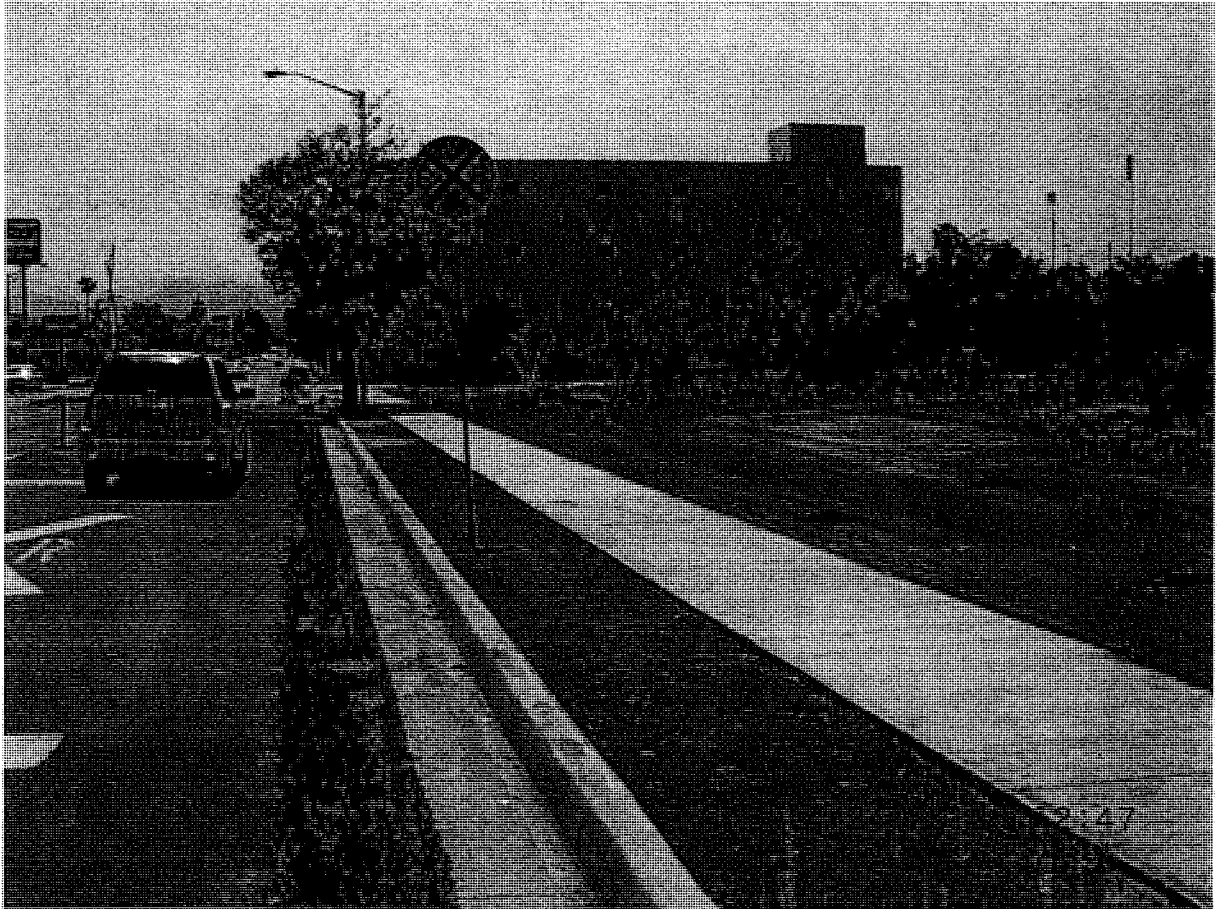
Progress Photos:



Start of Block laying for the Bus Driver's Restroom at the Palm/Kendall Park & Ride



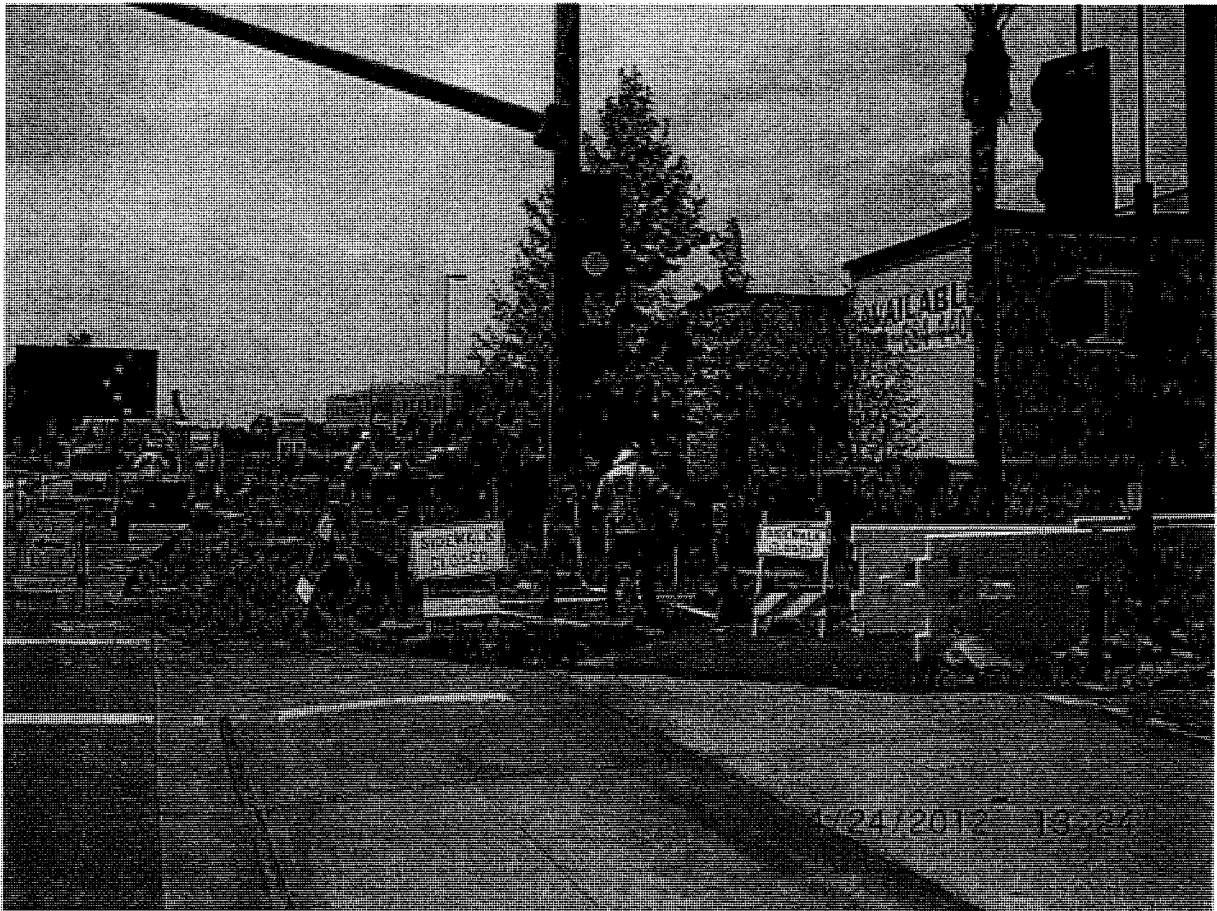
New curb, gutter, driveways & sidewalk along E Street, looking south between 9th and Union Streets



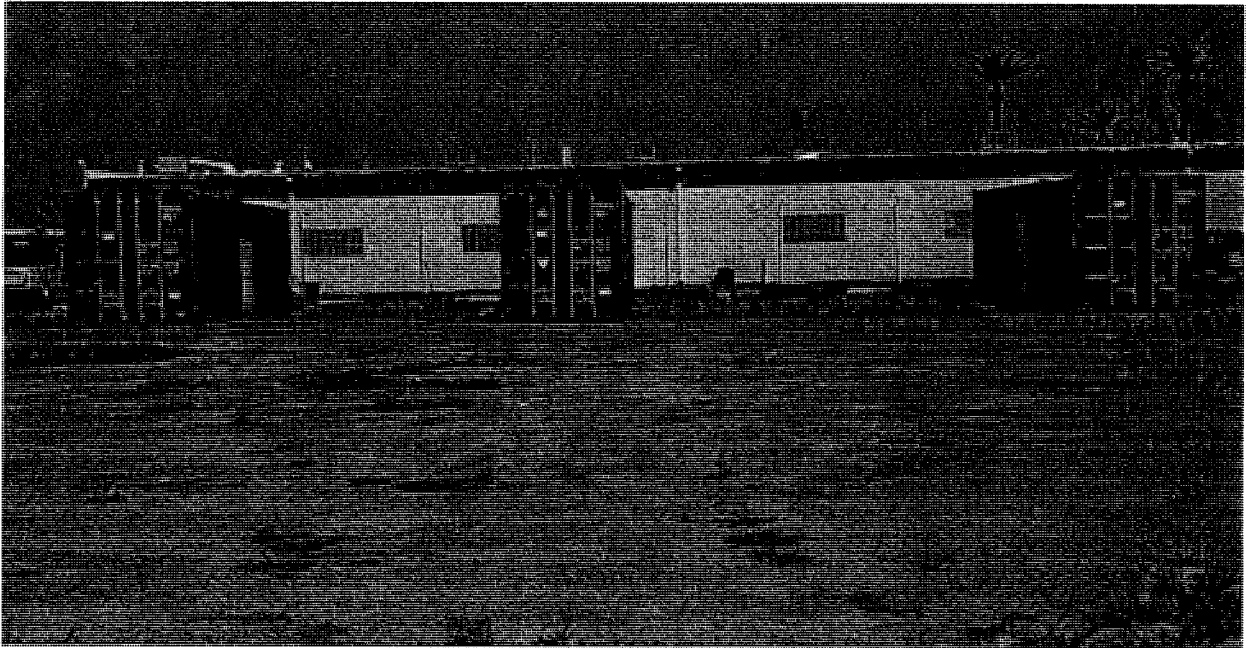
**New curb, gutter & sidewalk along E Street, looking south between Rialto Avenue
& the BNSF tracks**



New curb, gutter, driveway & sidewalk and relocated signal pole at SW corner of E Street & Inland Center Drive looking north



Clearing & grubbing and curb, gutter & sidewalk removal along the north side of Hospitality Lane at private drive across from Costco, looking west



**Storage Containers delivered to the Omnitrans storage area on J Street between
Rialto Avenue and Mill Street, Pay Item 35**

**IPMO/sbX Project Costs
Forecasted through 4/30/12**

Standard Cost Category (SCC)	Description	Budget Authority (PCGA)	Current Budget	Total Spending Authority	Expenditures	Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
			\$	\$	\$	\$	\$	\$	\$
10	GUIDEWAY & TRACK ELEMENTS	\$ 17,984,000	\$ 19,725,000	\$ 12,959,917	65.7%	\$ 644,105	3.3%	\$ 12,315,812	\$ 12,959,917
	Guideway: At-grade semi-exclusive (allows cross traffic)	\$ 16,686,000	\$ 18,353,000	\$ 12,169,991	66.3%	\$ 584,049	3.2%	\$ 11,585,942	\$ 12,169,991
10.02	Guideway: At-grade in mixed traffic	\$ 1,298,000	\$ 1,372,000	\$ 789,926	57.6%	\$ 60,056	4.4%	\$ 1,311,944	\$ 789,926
20	STATIONS, STOPS, TERMINALS, INTERMODAL	\$ 17,201,000	\$ 14,917,000	\$ 13,045,338	87.5%	\$ 389,179	2.6%	\$ 12,656,159	\$ 13,045,338
	At-grade station, stop, shelter, mail, terminal, platform	\$ 17,201,000	\$ 14,917,000	\$ 13,045,338	87.5%	\$ 389,179	2.6%	\$ 12,656,159	\$ 13,045,338
30	SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	\$ 5,370,000	\$ 8,131,000	\$ -	0.0%	\$ -	0.0%	\$ 8,131,000	\$ 8,131,000
30.02	Light Maintenance Facility	\$ 1,265,000	\$ 4,265,000	\$ -	0.0%	\$ -	0.0%	\$ 4,265,000	\$ 4,265,000
30.05	Yard and Yard Track	\$ 4,105,000	\$ 3,866,000	\$ -	0.0%	\$ -	0.0%	\$ 3,866,000	\$ 3,866,000
40	SITEWORK & SPECIAL CONDITIONS	\$ 35,611,000	\$ 34,271,000	\$ 19,985,908	58.3%	\$ 4,623,680	13.1%	\$ 29,647,320	\$ 20,129,908
40.01	Demolition, Clearing, Earthwork	\$ 4,785,000	\$ 4,741,000	\$ 455,559	9.6%	\$ 13,652	0.3%	\$ 4,727,348	\$ 455,559
40.02	Site Utilities, Utility Relocation	\$ 6,245,000	\$ 4,993,000	\$ 4,488,511	89.9%	\$ 1,197,987	24.0%	\$ 3,795,013	\$ 4,488,511
	Site structures including retaining walls, sound walls	\$ 99,000	\$ 90,000	\$ 72,224	80.2%	\$ -	0.0%	\$ 90,000	\$ 72,224
40.05	Pedestrian / bike access and accommodation, landscaping	\$ 6,312,000	\$ 6,925,000	\$ 3,653,137	52.8%	\$ 17,000	0.2%	\$ 3,778,953	\$ 3,795,953
40.06	Automobile, bus, van accessways including roads, parking lots	\$ 6,972,000	\$ 3,601,000	\$ 4,247,349	117.9%	\$ 497,387	13.8%	\$ 3,103,613	\$ 4,248,533
40.07	Temporary Facilities and other indirect costs during construction	\$ 11,198,000	\$ 13,921,000	\$ 7,069,128	50.8%	\$ 2,897,655	20.8%	\$ 11,023,345	\$ 7,069,128
50	SYSTEMS	\$ 19,984,000	\$ 16,727,000	\$ 19,889,557	118.9%	\$ 808,823	4.8%	\$ 15,918,177	\$ 20,046,557
50.02	Traffic signals and crossing protection	\$ 11,386,000	\$ 10,810,000	\$ 5,995,557	55.5%	\$ 174,078	1.6%	\$ 10,635,922	\$ 5,978,479
50.05	Communications	\$ 6,294,000	\$ 4,210,000	\$ 8,294,000	197.0%	\$ 634,745	15.1%	\$ 3,575,255	\$ 8,294,000
50.06	Fare collection system and equipment	\$ 2,304,000	\$ 1,707,000	\$ 5,600,000		\$ -		\$ 1,707,000	\$ 5,600,000
	Contract Change Orders			\$ 3,242,420				\$ 3,242,420	\$ 3,242,420
	Pending Change Orders							\$ 2,126,749	\$ 2,126,749
	Construction Subtotal (10-50)	\$ 96,150,000	\$ 93,771,000	\$ 69,131,100	73.7%	\$ 6,465,788	6.9%	\$ 87,305,212	\$ 79,681,889
60	ROW, LAND, EXISTING IMPROVEMENTS	\$ 6,532,000	\$ 6,532,000	\$ 6,032,000	92.3%	\$ 4,498,749	68.8%	\$ 2,033,251	\$ 6,032,000
60.01	Purchase or lease of real estate	\$ 6,327,000	\$ 6,327,000	\$ 5,827,000	92.1%	\$ 4,483,655	71.0%	\$ 1,837,345	\$ 5,827,000
60.02	Relocation of existing households and businesses	\$ 205,000	\$ 205,000	\$ 205,000	100.0%	\$ 9,094	4.4%	\$ 195,906	\$ 205,000
70	VEHICLES	\$ 16,628,000	\$ 16,628,000	\$ 15,505,435	93.2%	\$ -	0.0%	\$ 16,628,000	\$ 16,628,000
70.04	Bus	\$ 15,448,000	\$ 15,448,000	\$ 14,598,387	94.5%	\$ -	0.0%	\$ 15,448,000	\$ 15,448,000
70.06	Non-revenue vehicles	\$ 250,000	\$ 250,000	\$ -		\$ -		\$ 250,000	\$ 250,000
70.07	Spare parts	\$ 930,000	\$ 930,000	\$ 907,048	97.5%	\$ -	0.0%	\$ 930,000	\$ 930,000
80	PROFESSIONAL SERVICES	\$ 58,365,000	\$ 56,702,000	\$ 54,753,620	96.6%	\$ 25,518,600	45.0%	\$ 31,183,400	\$ 54,551,484
80.01	Preliminary Engineering	\$ 12,933,000	\$ 12,921,000	\$ 12,884,026	99.7%	\$ 12,872,109	99.6%	\$ 48,891	\$ 12,873,843
80.02	Final Design	\$ 7,268,000	\$ 7,261,000	\$ 6,272,299	86.4%	\$ 4,890,783	67.4%	\$ 2,370,217	\$ 6,093,346
	Project Management for Design and Construction	\$ 17,622,000	\$ 15,997,000	\$ 15,997,000	100.0%	\$ 4,897,548	30.6%	\$ 11,099,452	\$ 15,997,000
80.03	Construction Administration & Management	\$ 6,638,000	\$ 6,632,000	\$ 5,696,295	85.9%	\$ 1,073,923	16.2%	\$ 4,622,372	\$ 5,696,295
80.04	Professional Liability and other Non-Construction Insurance	\$ 1,113,000	\$ 1,112,000	\$ 1,113,000	100.1%	\$ -	0.0%	\$ 1,112,000	\$ 1,112,000
80.05	Legal; Permits; Review Fees by other agencies, cities, etc.	\$ 10,606,000	\$ 10,596,000	\$ 10,606,000	100.1%	\$ 1,784,237	16.8%	\$ 8,811,763	\$ 10,596,000
80.06	Surveys, Testing, Investigation, Inspection	\$ 1,464,000	\$ 1,463,000	\$ 1,464,000	100.1%	\$ -	0.0%	\$ 1,463,000	\$ 1,463,000
80.07	Start up	\$ 721,000	\$ 720,000	\$ 721,000	100.1%	\$ -	0.0%	\$ 720,000	\$ 720,000
90	Subtotal (10-80)	\$ 177,675,000	\$ 173,633,000	\$ 145,422,155	83.8%	\$ 36,483,137	21.0%	\$ 137,149,863	\$ 156,893,373
	UNALLOCATED CONTINGENCY	\$ 14,031,000	\$ 18,073,000	\$ 1,956,400	10.8%	\$ -	0.0%	\$ 18,073,000	\$ 18,073,000
	Subtotal (10-90)	\$ 191,706,000	\$ 191,706,000	\$ 147,378,555	76.9%	\$ 36,483,137	19.0%	\$ 155,222,863	\$ 156,893,373
100	FINANCE CHARGES	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -
	TOTAL PROJECT COST (10-100)	\$ 191,706,000	\$ 191,706,000	\$ 147,378,555	76.9%	\$ 36,483,137	19.0%	\$ 155,222,863	\$ 156,893,373
								\$ 120,410,236	\$ 120,410,236
								\$ 156,893,373	\$ 156,893,373
								\$ 34,812,627	\$ 34,812,627

Period Ended 4/15/12

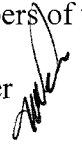
IPMO/sbX Project Cost Report
Forecasted through 4/30/12


Description	Current Budget	Spending Authority \$	%	Expenditures \$	%	Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
BRT Construction	\$ 84,637,000	\$ 64,768,602	76.5%	\$ 6,028,788	7.1%	\$ 78,608,212	\$ 64,409,984	\$ 70,438,772	\$ (14,198,228)
Vehicle Maintenance Facility									
(VMF) Construction	\$ 8,131,000	\$ -	0.0%	\$ -	0.0%	\$ 8,131,000	\$ 8,131,000	\$ 8,131,000	\$ -
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 15,505,435	93.2%	\$ -	0.0%	\$ 16,628,000	\$ 16,628,000	\$ 16,628,000	\$ -
ROW Acquisition Services	\$ 10,357,000	\$ 10,021,135	96.8%	\$ 7,553,292	72.9%	\$ 2,803,708	\$ 2,542,843	\$ 10,096,135	\$ (290,865)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,112,117	110.9%	\$ 437,000	43.6%	\$ 566,000	\$ 675,117	\$ 1,112,117	\$ 109,117
BRT Design	\$ 17,849,400	\$ 16,736,000	93.8%	\$ 15,598,814	87.4%	\$ 2,250,586	\$ 845,611	\$ 16,444,425	\$ (1,404,975)
VMF Design	\$ 1,007,600	\$ 931,190	92.4%	\$ 652,674	64.8%	\$ 354,926	\$ 305,955	\$ 958,629	\$ (48,971)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 33,097,295	97.3%	\$ 6,212,569	18.3%	\$ 27,807,431	\$ 26,871,726	\$ 33,084,295	\$ (935,705)
Allocated Contingency (Construction Contract)		\$ 3,250,380				\$ -	\$ -		
Unallocated Contingency	\$ 18,073,000	\$ 1,956,400	10.8%	\$ -	0.0%	\$ 18,073,000	\$ -	\$ -	\$ (18,073,000)
TOTAL	\$ 191,706,000	\$ 147,378,554	76.9%	\$ 36,483,137	19.0%	\$ 155,222,863	\$ 120,410,236	\$ 156,893,373	\$ (34,812,627)



DATE: June 6, 2012 **Item #E11**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager 

FROM: Rohan Kuruppu, Director of Planning and Development Services 

SUBJECT: **AGREEMENT BETWEEN LOMA LINDA UNIVERSITY MEDICAL CENTER ADULT DAY HEALTH SERVICES AND OMNITRANS**

FORM MOTION

Authorize the CEO/General Manager to execute a funding agreement with Loma Linda University Medical Center Adult Day Health Services (LLUMCADHS) for the operating funds for three years for the sum of \$121,288 (Attached).

Omnitrans Legal Counsel has reviewed and approved this contract.

BACKGROUND

LLUMCADHS project will use the funds to pay for operating expenses incurred through their transportation program, which provides weekly transportation to and from LLUMCADHS for elderly, low-income and frail participants with dementia and other debilitating conditions. LLUMCADHS provides weekday adult care services and offers comprehensive health care, rehabilitative therapies, and social services for frail or disabled people age 18 and over. The center is open from 8:00 a.m. to 4:30 p.m. and allows clients to attend one to five days a week depending on their needs.

On October 5, 2011, San Bernardino Associated Governments (SANBAG) Board of Directors awarded Federal Transportation Administration (FTA) Section 5317 – New Freedom funding to LLUMCADHS. Since SANBAG is not a designated FTA grantee Omnitrans will assist SANBAG with the transfer of funding to LLUMCADHS, as well as monitor their project on behalf of FTA.

This project is in grant CA-57-X017. The budget identifies \$116,623 in FTA §5317 New Freedom and \$4,665 for Omnitrans administrative cost with a total local match of \$116,623 in local match from VTrans' Measure I allocation.

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

FUNDING SOURCE

There will be no impact on Omnitrans' operating budget. Omnitrans will be charging four (4) percent of the total federal apportionment (\$4,665) to account for all administrative costs associated with managing this project.

CONCLUSION

Authorize the CEO/General Manager to execute a funding agreement with Loma Linda University Medical Center Adult Day Health Services (LLUMCADHS) for the operating funds for three years for the sum of \$121,288 (Attached).

MV:RK:JB:BR

**LOMA LINDA UNIVERSITY MEDICAL CENTER ADULT DAY HEALTH
SERVICES
and
OMNITRANS
FUNDING AGREEMENT
FOR THE LOMA LINDA UNIVERSITY MEDICAL CENTER ADULT DAY
HEALTH SERVICES TRANSPORTATION PROGRAM**

This Funding Agreement is for the transportation program operating expenses for Loma Linda University Medical Center Adult Day Health Services (“**Agreement**”) is entered into this ___ day of _____, 2012, by and between Loma Linda University Medical Center Adult Day Health Services (“**LLUMCADHS**”), and Omnitrans, a Joint Powers Authority (“**Omnitrans**”) (LLUMCADHS and Omnitrans are collectively referred to herein as the “**Parties**”).

Recitals

A. This Agreement describes the respective responsibilities of LLUMCADHS and Omnitrans relative the operating expenses related to the LLUMCADHS project in connection with Omnitrans Fiscal Year 2006 - 2008 §5317 New Freedom (NF) Grant Agreement attached hereto as Exhibit “A” (the “**NF Grant Agreement**”).

B. LLUMCADHS will use these funds to pay operating expenses incurred through their transportation program (“**PROJECT**”). This PROJECT will provide transportation to and from LLUMCADHS for elderly, low-income and frail participants with dementia and other debilitating conditions. Additionally, this PROJECT will offer clients medical supervision that will in turn make them and their family feel safe.

C. Omnitrans previously submitted a grant application for Section 5317 NF funds for Fiscal Year 2006 to 208 to the Federal Transit Administration (“**FTA**”) to obtain funding

for the Project. On September 15, 2008 the FTA awarded Omnitrans \$121,288 of Section 5317 NF funds. The Parties now desire that the NF funds awarded to Omnitrans be used for the benefit of LLUMCADHS as a Sub-grantee. LLUMCADHS desires to use proceeds from NF grant funds to finance operating expenses that LLUMCADHS incurs in carrying out the Project

D. LLUMCADHS will be considered the Sub-grantee for purposes of the grant agreement, and is responsible for complying with all provisions of the grants and of applicable federal, state and local laws and regulations (“**Applicable Law**”) necessary in order to qualify for the funding for, and to undertake the Project.

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

1. **Obligations of Omnitrans.** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:

a. Omnitrans will reimburse LLUMCADHS for the Project, up to \$116,623 in Section 5317 funds.

b. Omnitrans will sign the grant documents resulting from the foregoing grant application submittal.

c. Omnitrans will reimburse LLUMCADHS for the PROJECT up to the amount available from any grant received for the PROJECT, in conformity with the following procedure:

1. For each disbursement requested, LLUMCADHS shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed, the purpose of the disbursement and such additional supporting documentation and

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

2. Each Disbursement Request shall be accompanied by a written certification of LLUMCADHS’ Chief Executive Director that such disbursement will not constitute any violation of the terms of the grant, or of Applicable Law, and that LLUMCADHS will use the disbursement for the purpose indicated in the Disbursement Request.

3. Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify LLUMCADHS as to what, if any, additional supporting documentation and background information it requires.

4. Within the first week of the following month after invoice submittal to OMNITRANS pursuant to above, OMNITRANS shall: (i) disburse (including through electronic transfer of funds, if so requested and if LLUMCADHS provides the necessary information) so much of the requested funds which it reasonably believes it can disburse without violating the terms of either the grant or of Applicable Law; and/or (ii) notify LLUMCADHS as to why it reasonably believes that it is unable to disburse some or all of the requested funds without violating the terms of either the grant or of Applicable Law.

5. To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the grant or of Applicable Law, Omnitrans shall have no obligation to disburse such funds. If Omnitrans has any question as to whether any disbursement will be in violation of any provision of either the grant or of Applicable Law, notwithstanding the LLUMCADHS certification, it shall be entitled to receive at LLUMCADHS expense, a legal opinion from competent counsel of its choice to resolve any such question.

6. Omnitrans shall have no liability to LLUMCADHS for any refusal to disburse funds so long as Omnitrans has a good faith and reasonable belief that such disbursement would constitute a violation of the terms of the grant or of Applicable Law.

d. Omnitrans shall prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from LLUMCADHS.

e. Omnitrans shall conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the grant and with all Applicable Law.

f. Omnitrans shall comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.

2. **Payment of Administrative Expenses of Omnitrans.** As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from §5317 Grant # CA-57-X017-00 grant funds to account for all administration costs associated with managing the Project (the "Administrative Expenses"). Omnitrans will charge 4% of the total FTA amount (approximately \$4,665) as Administrative Expenses, Project funds shall not be used for the Administrative Expenses.

3. **Warranties of LLUMCADHS.** LLUMCADHS warrants to Omnitrans that:

a. LLUMCADHS has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive a FTA §5317 grants (the "**Match Obligation**"). The approximate amount of the Match Obligation for the Project is \$116,623

b. To LLUMCADHS' knowledge, the submittal of the contemplated FTA §5317 grant application by Omnitrans on behalf of LLUMCADHS will not constitute any violation of Applicable Law.

c. LLUMCADHS shall conduct itself so that all aspects of the Project and any aspect of LLUMCADHS participation in this Agreement and the actions contemplated of it by this Agreement will be in compliance with the terms of the grant and with Applicable Law, including laws or regulations related to planning studies.

d. LLUMCADHS will use the disbursements for the purpose indicated in its Disbursement Request.

e. LLUMCADHS shall agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.

f. LLUMCADHS shall comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to OMNITRANS on a quarterly basis, of reports that document the status of the PROJECT'S implementation progress, including task completion status, budget status, and adherence to PROJECT.

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

a. Provide to Omnitrans all information that is reasonably needed for the performance of its obligations hereunder and pursuant to the Grant Agreement.

b. Satisfy its Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. LLUMCADHS may utilize its payment of staff salaries, benefits and expenses in administrative support for the Project to satisfy its Match Obligation.

c. Notify Omnitrans of any changes in the scope or description of the Project.

e. Certify to Omnitrans for each Disbursement Request, that to the best of its knowledge such disbursement will not constitute any violation of either the provisions of the grant or of Applicable Law and that LLUMCADHS will use the disbursement as indicated in the Disbursement Request.

f. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates, but in no event to be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update.

g. LLUMCADHS shall ensure that all aspects of the Project and any aspect of LLUMCADHS participation in this Agreement and the actions contemplated of it by this Agreement will be in compliance with the terms of the grant which is being sought and with all Applicable Law.

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

6. Insurance and bonding requirements. LLUMCADHS shall require that any contractor providing services with respect to the Project obtain and maintain insurance of

the type and in the amounts that Omnitrans would require of its contractors performing similar services on a 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 restoration project. To the extent LLUMCADHS uses contractors to provide services under this Agreement, all contractor insurance policies shall name Omnitrans and its directors, officers, employees and volunteers as additional named insured. Further, LLUMCADHS will require that any contractors provide bid and performance bonds as may be required by Applicable Law. LLUMCADHS may satisfy its insurance obligations through participation in a program of self-insurance.

7. **LLUMCADHS Contract Damages.** Omnitrans shall be responsible to compensate LLUMCADHS for any damage or loss which LLUMCADHS suffers by virtue of Omnitrans' breach of any term of this Agreement, including any and all damages, loss, claims, (including reasonable attorneys fees for any action or fine of the FTA) arising from such breach.

8. **Omnitrans Contract Damages.** LLUMCADHS shall be responsible to compensate Omnitrans for any damage or loss which Omnitrans suffers by virtue of LLUMCADHS' breach of any term of this Agreement, including without limit any and all damages, loss, claims, etc. (including without limit reasonable attorneys fees for any action or fine of the FTA) arising from such breach.

9. **Term.** This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations but in no event later than three (3) years from the date the Agreement is entered into, as stated above.

10. **Force Majeure.**

a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue Disbursements to LLUMCADHS as soon as Omnitrans is reasonably able to do so.

b. Subject to Section 10(a), neither Party shall be considered to be in default in the performance of any of the provisions contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

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

d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other property authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance if the Parties.

11. **Authorization by Omnitrans.** Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing Board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

12. **Authorization by LLUMCADHS.** LLUMCADHS represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by LLUMCADHS' governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

13. **Headings.** All paragraph headings throughout this Agreement are for convenience of reference only.

14. **Additional Documents.** Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

15. **Litigation Expenses.** If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorney's fees, expert witness fees and other related expenses and costs.

16. **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. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

17. **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.

18. **Originals and Copies.** This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

19. **Construction of Agreement.**

a. **Equal Construction.** This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.

b. **Internal Consistency.** The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

20. Notices All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

To Omnitrans:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attention: Brenda Ramirez, Planner II

To LLUMCADHS

LLUMCADHS
11406 Loma Linda Drive, East, Room 501
Loma Linda, California 92354
Attention: Vivian Hakimian Lopez, Director

With a copy to

LLUMC East Campus Administration
25333 Barton Rd
Loma Linda, CA 92354
Attention: Lyndon Edwards

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

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

OMNITRANS

LLUMC ADULT DAY HEALTH SERVICES

By _____
Milo Victoria, CEO/General Manager

By _____
Vice President/ Administrator LLUMC ECH

APPROVED AS TO FORM:
BEST BEST & KRIEGER

By: _____
Legal Counsel for Omnitrans

DOT



FTA

U.S. Department of
Transportation

Federal Transit Administration

Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-14, October 1, 2007)

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(14), October 1, 2007, <http://www.fta.dot.gov/documents/14-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-57-X017-01

Grantee: OMNITRANS

Citation of Statute(s) Authorizing Project: 49 USC 5317 – New Freedom/TEA-21 3037

Estimated Total Eligible Cost (in U.S. Dollars): \$1,278,863.00

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$1,023,090.00

Amount of This FTA Award (in U.S. Dollars): \$1,023,090.00

Maximum Percentage(s) of FTA Participation:

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

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

Original Project Certification Date: 9/3/2008

Project Description:

FY06-08 Section 5317 New Freedom Capital

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

Awarded By:
Edward Carranza
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/04/2008

EXECUTION OF GRANT AGREEMENT

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

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

Executed by:
Durand Rall
General Manager
OMNITRANS
09/15/2008

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

The Federal Government and the Grantee under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grantee as described above.

FTA Official:
Edward Carranza
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

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

Grant Recipient:
Durand Rall
General Manager
OMNITRANS
09/15/2008



DATE: June 6, 2012 **Item #E12**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Rohan Kuruppu, Director of Planning and Development Services *[Signature]*

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

FORM MOTION

Authorize the CEO/General Manager to execute a funding agreement with Inland Empire United Way for the purchase of hardware and software to expand the capacity of the 211 system and create a new veterans One Click information consolidator for the San Bernardino County for the sum of \$395,688 (Attached).

Omnitrans Legal Counsel has reviewed and approved this contract.

BACKGROUND

Inland Empire United Way project will expand the 2-1-1 One Call service for Veterans to improve mobility for veterans and their families by developing an information consolidator to provide transportation links tailored to veterans travel patterns within the two-county, Inland Empire region. The project will allow veterans within the county to call into the center and obtain information regarding various transportation services that will transport them to medical and service appointments. The funding will allow for the purchase hardware, software, dedicated telephone equipment and electronic "next bus-type" signage that will be installed inside and outside the Jerry L. Pettis Memorial Veterans Medical Center, assisting riders traveling on Omnitrans and Riverside Transit Agency.

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

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

This project is in grants CA-37-X146, CA-57-X062, and CA-04-0228. The budget identifies \$133,153 in FTA §5316 Job Access Reverse Commute, \$44,385 in FTA §5317 New Freedom, and \$218,150 in FTA §5309 Veterans Transportation and Community Living Initiative funds and \$16,487 for Omnitrans administrative cost with a total local match of \$60,909 in local match from VTrans' Measure I allocation.

FUNDING SOURCE

There will be no impact on Omnitrans' operating budget. Omnitrans will be charging four (4) percent of the total federal apportionment (\$16,487) to account for all administrative costs associated with managing this project.

CONCLUSION

Authorize the CEO/General Manager to execute a funding agreement with Inland Empire United Way for the purchase of hardware and software to expand the capacity of the 211 system and create a new veterans One Click information consolidator for the San Bernardino County for the sum of \$395,688 (Attached).

MV:RK:JB:BR

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

This Funding Agreement for Job Access Reverse Commute, New Freedom, and Bus and Bus Facilities Livability Initiative Grant funds (“**Agreement**”) by and between Inland Empire United Way (“**Recipient**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ___ day of _____, 2012. Recipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

Recitals

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

B. Omnitrans previously submitted a grant application for Section 5316 JARC funds for Fiscal Year 2008 – 2010, Section 5317 NF funds for Fiscal Year 2008 – 2010, and recently submitted a grant for Section 5309 funds for Fiscal Year 2011 - 2012 to the Federal Transit Administration (“**FTA**”) to obtain funding for the Project. On September 15, 2008, the FTA awarded Omnitrans \$138,701 in Section 5316 JARC funds and \$46,234 in Section 5317 NF funds. FTA is expected to award Omnitrans \$227,240 in Section 5309 funds by June 2012. The Parties now desire that the JARC, NF and Section 5309 funds awarded to Omnitrans be used for the benefit of Recipient, as a Sub-grantee. Recipient desires to use proceeds from JARC, NF and Section 5309 grant funds to finance allowable costs that Recipient incurs in carrying out the Project.

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

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

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

1. **Obligations of Omnitrans.** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:
 - a. Reimburse Recipient for the Project, up to \$133,153 in Section 5316 JARC funds, up to \$44,385 in Section 5317 NF funds, and up to \$218,150 in Section 5309 funds in conformity with the following procedure:
 - (1) For each disbursement requested, Recipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation

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

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

Omnitrans will charge 4% of the total FTA amount (approximately \$16,487) as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.

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

- a. Recipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316, Section 5317 and Section 5309 grant funds (the “**Match Obligation**”). The approximate amount of the Match Obligation for the Project is \$234,348.
- b. To Recipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5316, Section 5317 and Section 5309 grant application on behalf of Recipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
- c. Recipient will conduct itself so that all aspects of the Project and any aspect of Recipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
- d. Recipient will use the disbursements for the purposes indicated in its Disbursement Request.
- e. Recipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
- f. Recipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.

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

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

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

- f. Ensure that all aspects of the Project and any aspect of Recipient's participation in this Agreement and the actions contemplated of Recipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.

- 5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Recipient required under the terms of this Agreement. The Chief Executive Officer of Recipient, or his or her designee, shall exercise the rights of Recipient under this Agreement; however, any certifications of Recipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of Recipient as is specified by action of the Recipient's governing body.

- 6. Insurance. Recipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

- (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
- (2) Be primary with respect to any insurance or self insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
- (3) Contain standard separation of insured provisions.

- b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.

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

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

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

17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement.
- a. Equal Construction. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
- b. Internal Consistency. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

TO OMNITRANS:

TO RECIPIENT:

Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Nancy Strickert, Project
Manager

Inland Empire United Way

Attention: _____

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

OMNITRANS

Inland Empire United Way

By: _____
Milo Victoria, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
Legal Counsel

Exhibit "A"
JARC Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

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

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

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

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

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-37-X146-00

Grantee: OMNITRANS

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

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

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

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

Maximum Percentage(s) of FTA Participation:

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

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

[https://flateamweb.fta.dot.gov/teamweb/\(S\(bbdac45404gbcbl1efsip55\)\)/Applications/Vie...](https://flateamweb.fta.dot.gov/teamweb/(S(bbdac45404gbcbl1efsip55))/Applications/Vie...) 5/16/2012

Original Project Certification Date: 9/26/2011

Project Description:

FY09-10 Section 5316 JARC Funds

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

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

EXECUTION OF GRANT AGREEMENT

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

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

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

— Page 1 —

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

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

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

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

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

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

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

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

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

[https://ftateamweb.fta.dot.gov/teamweb/\(S\(bbdaci45404gbcbl1efsip55\)\)/Applications/Vie...](https://ftateamweb.fta.dot.gov/teamweb/(S(bbdaci45404gbcbl1efsip55))/Applications/Vie...) 5/16/2012

Exhibit "B"
NF Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

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

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

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

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

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-57-X062-00

Grantee: OMNITRANS

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

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

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

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

Maximum Percentage(s) of FTA Participation:

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

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

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Original Project Certification Date:

Project Description:

FY09-10 - 5317 New Freedom Funds

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

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

EXECUTION OF GRANT AGREEMENT

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

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

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

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UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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Table 1
VETERANS TRANSPORTATION AND COMMUNITY LIVING INITIATIVE GRANT PROGRAM PROJECT SELECTIONS

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



DATE: June 6, 2012 Item #E13

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Marjorie Ewing, Director of Human Resources *m.e.*

SUBJECT: REALIGNMENT OF THE PROCUREMENT DEPARTMENT

FORM MOTION

Approve the proposed adjustments to the Procurement Department's organizational structure to align positions with transit industry standards, effective July 1, 2012, as follows:

1. Reclassify the current Contracts Specialist position, Level VI, to a Contract Administrator position, Level V, to accommodate increased activity levels resulting from new projects and possible alternative revenue streams;
2. Retitle the current Senior Buyer position, to a Contract Administrator position, remaining at a Level V, to provide a clear career path for staff;
3. Reclassify the Contracts Manager position from a Level IV to a Level III;
4. Keep the position of Purchasing Specialist, Level VII, and with a change of title to Contract Review Analyst position, Level VII;
5. Keep the temporary Contracts Specialist, Level VI, and reclass as a Contract Administrator, Level V; and
6. Incorporate and adopt these proposed changes to Personnel Policy 402, Salary Ranges Management Confidential Classifications.

The adjustment will flatten the Procurement Department to better utilize the talents of the Department Director, upgrade procurement and contracting skills, and implement plans approved by the Board on January 5, 2011, and does not increase Department position head count.

This item was reviewed by the Administrative & Finance Committee at its May 14, 2012, meeting and recommended to the Board of Directors for approval.

BACKGROUND & ANALYSIS

The Agency has been working to upgrade staff competencies following a Board approved plan that was advanced 15 months ago. Recent turnover in the Department presents an opportunity to move the program forward. The Agency's new Procurement Director reviewed and assessed

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current contract and procurement practices relative to industry standards and relative to progressive procurement organizations, such as LA Metro (MTA), and Orange County Transportation Authority (OCTA).

Both MTA and OCTA have separate Procurement and Contract divisions with unique job descriptions and requirements. Omnitrans is not large enough to support two separate units and has been handicapped by employing single job classifications in Procurement. Blending the Buyer, Procurement and Contract series positions will create a distinct career path (see attachments 1 through 3) for Procurement employees with promotional and succession planning opportunities that attract more qualified candidates.

Historically, Omnitrans has placed the majority of its procurement efforts on the solicitation process with little emphasis on contract formation and administration. The utilization of Contract Administration positions will fill in that gap, increase efficiencies, provide more favorable terms and conditions on contracts, and establish a mentoring environment to better position existing staff for long-term succession planning.

The temporary Purchasing Specialist position is currently backfilled with one Administrative Clerk-Procurement position and is slated to return to an Administrative Clerk-Position on June 30, 2012, leaving the department without proper coverage. By merging the Purchasing Specialist and Contracts Specialist positions, the new Contract Review Analyst position will provide entry into the Contract Administration series by taking on the responsibility for small dollar, low complexity, and low risk Request for Quotations (RFQs). Mentored by a senior staff, this position will create a natural progression to the Contract Administrator position with a definite career path resulting in increased retention for the Agency (See attachments 4 and 5 for current and proposed organizational structure).

The current (permanent) Contracts Specialist position description does not meet industry standards for journey level contract assignments. By creating the new Contract Administrator classification, Omnitrans will be able to attract the skill set necessary on future recruitments to facilitate the bulk of the Agency's contracting requirements and provide existing staff with a career path without having to leave the Agency for advancement. Replacing the Senior Buyer position with a Contract Administrator position expands the job description to encompass the actual work being performed by the incumbent and aligns the position with comparable positions at OCTA and MTA without changing classification levels. Reclassifying the Contracts Specialist position as a Contract Administrator position is being requested to support the increased volume of procurements in a timely manner and strengthen the organization.

The Agency has planned to fill the Contracts Manager position through internal development and promotion. Unfortunately, the internal candidate chose to seek employment elsewhere before the plan could be fully executed leaving a void in the department. This recent turnover requires that a candidate be recruited from the outside. Due to compaction issues, the position needs to be reclassified from Level IV to Level III. Additional responsibilities will include bringing the Agency into compliance with the recent U.S. DOT ruling. Omnitrans is required to expand its Disadvantaged Business Enterprise (DBE) program to include a Small Business Component (SBE). In order to meet the minimum in Title 49 CFR Part 26 requirements, Omnitrans will need

to fill this position and engage in outreach efforts designed to break down the barriers that prevent DBEs and SBEs from competing on U.S. DOT assisted agreements.

FUNDING SOURCE

Funding for the realignment of the Procurement Department does not increase position head count. Total cost for the realignment is \$14,000 and can be absorbed in the Fiscal Year 2013 Budget. Net zero impact.

Level VI Contracts Specialist (2) to Level V Contract Administrator	\$ 8,100.00
Level IV Contracts Manager to Level III	<u>\$ 5,900.00</u>
	\$ 14,000.00

Department 1700
Expenditure Code Wage and benefits expense codes



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

CONCLUSION

For the foregoing reasons, staff recommends that the Board of Directors approve the proposed adjustments to the Procurement Department's organizational structure to align positions with transit industry standards, effective July 1, 2012, as follows:

1. Reclassify the current Contracts Specialist position, Level VI, to a Contract Administrator position, Level V, to accommodate increased activity levels resulting from new projects and possible alternative revenue streams;
2. Retitle the current Senior Buyer position, to a Contract Administrator position, remaining at a Level V, to provide a clear career path for staff;
3. Reclassify the Contracts Manager position from a Level IV to a Level III
4. Keep the position of Purchasing Specialist, Level VII, and with a change of title to Contract Review Analyst position, Level VII
5. Keep the temporary Contracts Specialist, Level VI, and reclass as a Contract Administrator, Level V.
6. Incorporate and adopt these proposed changes to Personnel Policy 402, Salary Ranges Management Confidential Classifications.

MV:JS

OMNITRANS Job Description

Job Title: Contracts Manager
Department: Procurement
Reports To: Director of Procurement
FLSA Status: Exempt, Level III
Approved By: B.O.D.
Approved Date: June 1, 1999
Revised: August 4, 2010 June 6, 2012

SUMMARY

Under the administrative and professional direction of the Director of Procurement, develops, implements, negotiates and administers Agency contracts for goods and services. Contracting activities may be of low, moderate, or high risk to the business unit. Contract activities may be routine or non-routine and may require development of specialized contract vehicles, techniques and tools to accomplish the goals and objectives of the business unit. Contract activities routinely involve independent judgment, as well as the identification, assessment, analysis and resolution of related issues. The incumbent may be required to review new laws and regulations for impact on the business unit's goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Under direction from the Director of Procurement, develops and implements project assignments, contract administration goals, objectives, procedures, and work requirements; Provides guidance to internal business teams on best contract practices and latest contract and procurement trends.

Supervises the activities of entry-level contract professionals relative to the review and preparation of contract documents in accordance with applicable Federal (FTA), State and Agency regulations, rules and policies.

Oversees and coordinates specification development for proposals, bids, and contract documents as well as prepares, assists, or supervises the preparation of Invitations for Bids, Requests for Proposals, contracts, leases, agreements, and Board memoranda pertaining to procurement. Develops standard contractual terms and conditions to protect the best interests of the Agency and comply with funding source requirements.

Prepares and transmits correspondence to ensure Contractor compliance with contractual obligations; answers contract related questions.

Conducts monthly procurement planning meetings with other Agency staff.

Conducts pre-bid or pre-proposal conferences and bid openings.

Job Title: Contracts Manager

Dept: Procurement

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Reviews simple to complex proposals either independently or with an evaluation committee; records and retains minutes of proposal evaluations; prepares specialized responses to proposals and requests for contract modifications.

Conducts or assists in conducting procurement negotiations; records and retains minutes of negotiations and prepares memoranda of negotiations.

Coordinates and prepares responses to bid protests.

Develops change orders according to Agency and higher authority rules and policies.

Monitors Contractor performance to ensure compliance with agreed upon delivery schedules and terms; holds contract closeout audits at completion of each contract activity.

Under delegated authority from the Director of Procurement, serves as the principal custodian of all contract documents on behalf of the Agency.

Ensures contract performance compliance by reviewing available funding, and enforcing work statements, performance periods, and deliverables.

Maintains original contract records and files, vendor files, and the procurement planning calendar.

Ensures all Contract related reports are submitted on time.

Prepares the annual Overall Disadvantaged Business Enterprise (DBE) goals under a three-year goal review interval for participation of DBEs based upon all budgeted contracts anticipated to utilize U.S. DOT federal financial assistance; submits the quarterly DBE reports for the Agency.

May represent the Director of Procurement at meetings or public gatherings.

SUPERVISORY RESPONSILITIES

Supervises entry, journey, and senior level contract professionals according to organizational policies and applicable laws; interviews, hires, trains and develops entry level contracts staff; trains and develops junior contract professionals to assume more complex contract activities; plans, assigns, and directs work of assigned staff; evaluates performance of assigned staff; rewards and disciplines assigned staff; addresses complaints and resolves problems and issues raised by assigned staff.

Job Title: Contracts Manager

Dept: Procurement

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KNOWLEDGE OF

Theories, principles, and practices of budgeting, recordkeeping, procurement, and contract administration in a public agency or federal environment.

Applicable local, state, and federal laws, rules, and regulations governing procurement in a public agency.

Bid and contract analysis and preparation techniques

Program and budget development and implementation, including goal setting techniques

Market trends, trade, and pricing conditions

Modern management theory

Knowledge of cost/price analysis

AND ABILITY TO

Oversee the procurement and contract administration activities of unit

Prepare comprehensive reports and correspondence

Interview and evaluate contract proposal respondents

Mediate and negotiate

Develop and implement goals, objectives, policies, procedures, work standards, and internal controls. Determine strategies to achieve goals

Exercise judgment and creativity in making decisions

Analyze situations, identify problems, recommend solutions, and evaluate outcome

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Title: Contracts Manager

Dept: Procurement

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EDUCATION and/or EXPERIENCE

A combination of a Bachelor's degree in Economics, Business Administration, Public Administration or a closely related other related field from an accredited four-year college or university, plus specialized contracts or purchasing training and five three to eight five years of senior-level experience performing contract administration work (pre- and post-award)-related working experience in contracts and procurement with three of those years at a supervisory level.

WRITING SKILLS

Ability to draft solicitations and contractual instruments that will range in complexity from low to very high; ability to properly apply required Federal and State mandated contract language based on the specific nature of each contract; ability to properly apply syntax in developing contract language so as to clearly communicate the intent and purpose of the contract.

LANGUAGE SKILLS

Ability to read, analyze and interpret common scientific and technical journals, financial reports, and legal documents; ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community; ability to write speeches and articles for publication that conform to prescribed style and format; ability to effectively present information to top Agency management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Strong mathematical analysis skills; ability to work with such concepts as probability and statistical inference. Ability to properly apply fractions, percentages, ratios, and proportions to practical situations; ability to apply principles of business case analysis, as well as strategic costing analysis.

COMPUTER SKILLS

Must be familiar with current business operating systems, software, and programs; familiarity with SAP.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to discern the implication or impact of words or statements on the overall intent of written documents when preparing solicitations or contract documents.

Job Title: Contracts Manager

Dept: Procurement

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OTHER SKILLS AND ABILITIES

Ability to negotiate contracts; interpret and apply contract principles to proposals or current contracts. Knowledge of federal and state public transportation procurement laws and regulations.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit. The employee regularly is required to talk or hear. The employee is occasionally required to walk and reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds.

Specific vision abilities required by this job include close vision.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

OMNITRANS Job Description

Job Title: Purchasing Specialist ~~Contract Review Analyst~~
Department: Procurement
Reports to: Senior Buyer ~~Contract Manager~~
FSLA Status: Exempt, Level VII
Approved By: Board of Directors
Approved Date: June 1, 1999
Revised Date: ~~January 2007~~ June 6, 2012

SUMMARY

Under direction from the Senior Buyer ~~Contract Manager~~, develops, implements, assists in providing support for the procuring of parts, supplies and services negotiating, and administers Agency contracts for goods and services by performing the following duties.

DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Purchases materials, supplies, and services for Omnitrans according to specifications and requirements utilizing small purchase procedures under \$100,000.

Interviews and selects vendors, obtains and compares price quotations, makes releases against purchase agreements, and awards contracts for non-bid and informally bid items.

Ensures purchase orders protect agency's interests and uphold policies and procedures.

Develops understanding of internal customer's budgeting needs and procedures; provides pricing estimates for line items.

Reviews requisitions for funding availability and account code accuracy.

Negotiates and issues basic contracts and purchase orders; prepares basic contract amendments, revisions, and close-outs.

Determines or recommends award of bids.

Reviews and assesses scopes of work and specifications; prepares Requests for Quotations (RFQs) and Invitations for Bids (IFBs); evaluates bids and quotations; participates in evaluation committee meetings and may conduct vendor interviews.

Analyzes purchasing history of inventory parts, goods, and services and reviews the reorder reports and forecasting tools with the Material Supervisor.

Develops or assists in developing standard contractual terms and conditions to protect the best interests of the Agency and comply with funding sources requirements.

Job Title: Contract Review Analyst

Department: Procurement

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Writes correspondence to ensure compliance with contractual obligations, and answers contract related questions.

Supports, assists, and meets with Directors and/or staff in effective implementation of contracts within applicable regulations and requirements.

Conducts or assists in conducting pre-bid or pre-proposal conferences and bid openings.

Reviews bids and proposals with evaluation committee and retains records of evaluation processes according to purchasing policy.

Assists in conducting procurement negotiations.

Monitors vendor performance for past due deliveries.

Reviews change order requests to ensure compliance with Agency policies.

Audits and monitors contracts and contract progress to ensure compliance with procurement requirements, policies and procedures, and contract terms.

Ensures compliance by reviewing available funding, work statements, performance periods and deliverables.

Maintains original contract records and files, vendor files, and the procurement planning calendar.

Ensures that all required reports are submitted on a timely basis.

Assists in performing or performs as directed the Disadvantaged Business Enterprise (DBE) requirements on behalf of the Agency.

Assists in coordinating the FTA Triennial Review Process.

Interpret and apply administrative and departmental policies and procedures.

Interpret, explain, and apply procurement policies, procedures, and practices.

Evaluate the quality and price of products to judge suitability of goods and/or alternatives offered.

Collaborates with Parts Clerks, Accounts Payable, and Administrative support staff to resolve invoice discrepancies.

Job Title: Contract Review Analyst

Department: Procurement

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~~Prepares, writes or assists in releases of price quotes and minor contracts and makes recommendations for the purchase of parts, equipment supplies and services.~~

~~Supports, assists, and meets with the Senior Buyer on the functions of contract administration for minor contracts to ensure complete compliance.~~

~~Creates and processes purchase orders to procure materials and services in accordance with the Agency's Procurement Policy and Procedures.~~

~~Assist in preparation and compiling of detailed purchasing specifications.~~

~~Formulate suggestions for Standard Operating Procedures and assist in the implementation.~~

~~Assist in the efforts of cooperative purchasing with other agencies or cities to create a savings on a multitude of parts and supplies for an overall reduction of expenses to our operating budget.~~

~~Analyze and perform ongoing inventory control functions based on standard and ad hoc reports. Generate and maintain performance indicating reports.~~

~~Administer and monitor agency P-Card Program.~~

~~Provide training to internal staff on Purchasing functions.~~

~~Maintain/audit inventory accuracy through cycle count evaluation and research of parts' history. Ensure that all required reports are submitted on a timely basis.~~

Other duties and projects as assigned.

SUPERVISORY RESPONSIBILITIES

Provides limited work direction to others but does not have direct performance appraisal responsibility for them.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Associates degree (A.A.) in a closely related field; and three years related experience in contracts or purchasing administration or any equivalent combination of education and experience.

Job Title: Contract Review Analyst
Department: Procurement
Page 4

LANGUAGE SKILLS

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures or governmental regulations. Ability to write reports, business correspondence and procedures. Ability to effectively present information and respond to questions from groups of managers, clients, customers and the general public.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as basic algebra, fractions, percentages, ratios and proportions to practical situations.

COMPUTER SKILLS

Must be familiar with current business operating systems, software and programs.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS AND ABILITIES

Ability to write technical specifications, contract terms and conditions, conduct public procurements, evaluate procurement responses, recommend contract awards and administer contracts. Ability to negotiate contracts; interpret and apply contract principles to proposals or current contracts. Knowledge of federal and state public transportation regulations and laws applicable to contracts and procurement. Experience with preparation of competitive procurements for parts, materials and supplies; warehouse procedures including analysis of receipt, storage, issuance, and inventory control methods. Works well with others.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms. The employee is frequently required to talk or

Job Title: Contract Review Analyst
Department: Procurement
Page 5

hear. The employee is occasionally required to stand and walk. The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, depth perception **color vision** and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts. The noise level in the work environment is usually moderate.

OMNITRANS Job Description

Job Title: Contract Specialist Administrator
Department: Procurement
Reports to: Contracts Manager
FSLA Status: Exempt, Level VI Level V
Approved Date: June 1, 1999
Revised: October 6, 2005 June 6, 2012

SUMMARY

Under direction from the Contracts Manager, develops, implements, assists in negotiating, and administers Agency contracts for goods and services by performing the following duties: performs journey-level work in support of complex professional services, equipment, or heavy construction contract administration activities.

DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Ensures contracts protect agency's interests and uphold policies and procedures; Interprets and clarifies contract provisions and advises project managers regarding compliance issues.

Plans procurement processes and assists user departments with setting schedules; Develops understanding of internal customers' budgeting needs and procedures; provides pricing estimates and procurement strategies for projects. Reviews requisitions for funding availability and account code accuracy.

Assists project managers in developing scopes of work; Develops and issues Request for Proposals and Invitation for Bids for complex procurements; Determines appropriate procurement methods.

Leads proposal and bid evaluation teams and evaluates proposals and bids including cost/price analysis;

Leads negotiations, creates, prepares, and award recommendations for management.

Confers with project manager to ensure contract compliance and conformance to applicable laws. Reviews and approves invoices for projects.

Prepares complex contract amendments, revisions, terminations, and close-outs. Negotiates settlement of contract disputes. Administers on-going contracts to ensure consistency with terms and conditions of contract.

Compiles statistics for reports and studies related to procurement activity; Determines market effect on pricing and prepares price reasonableness reports.

Job Title: Contract Administrator
Department: Procurement
Page 2

~~Assists new vendors/contractors with the procurement process. Attends various meetings, including pre-bid and post-bid debriefings.~~

~~Writes or assists in developing Invitations for Bids, Requests for Proposals, contracts, leases, agreements, and Board memoranda pertaining to procurement.~~

~~Develops or assists in developing standard contractual terms and conditions to protect the best interests of the Agency and comply with funding sources requirements.~~

~~Writes correspondence to ensure compliance with contractual obligations, and answers contract related questions.~~

~~Supports, assists, and meets with Directors and/or staff in effective implementation of contracts within applicable regulations and requirements.~~

~~Conducts or assists in conducting pre-bid or pre-proposal conferences and bid openings.~~

~~Reviews bids and proposals with evaluation committee and retains records of evaluation processes according to purchasing policy.~~

~~Assists in conducting procurement negotiations.~~

~~Reviews change order requests to ensure compliance with Agency policies.~~

~~Audits and monitors contracts and contract progress to ensure compliance with procurement requirements, policies and procedures, and contract terms.~~

~~Ensures compliance by reviewing available funding, work statements, performance periods and deliverables.~~

SUPERVISORY RESPONSIBILITIES

Provides limited work direction to others but does not have direct performance appraisal responsibility to them.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

KNOWLEDGE OF:

Principles and practices used in the development of contracts, contract administration, contract law, and accounting.

Principles and practices of fiscal, statistical, and administrative research and report preparation.

Job Title: Contract Administrator
Department: Procurement
Page 3

Pertinent federal, state, and local codes, laws, and regulations including contract law and Uniform Commercial Code.

ABILITY TO:

Interpret and apply applicable federal, state, and local laws, codes, and regulations.

Interpret and apply administrative and departmental policies and procedures.

Negotiate contracts and contract changes.

Prepare and compose contracts, change orders, addendums, amendments, bid documents, and specifications.

Effectively represent the agency to outside individuals and agencies to accomplish the goals and objectives of the unit.

Design and implement administrative communication and reporting systems.

Plan and organize work to meet changing priorities and deadlines.

Answer contract specific questions from executive management and/or Board of Directors.

EDUCATION and/or EXPERIENCE

Associate's degree (A.A.) in a closely related field and three years related experience in contracts or purchasing administration ~~Bachelor's degree (B.A.) in Business or Public Administration with approximately three to six years of procurement or contracting experience, specifically in the development and administration of public contracts,~~ or any equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, ~~and fundamentals of plane and solid geometry and trigonometry.~~ Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

COMPUTER SKILLS

Must be familiar with current business operating systems, software and programs.

Job Title: Contract Administrator

Department: Procurement

Page 4

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS AND ABILITIES

~~Ability to write technical specifications, contract terms and conditions, conduct public procurements, evaluate procurement responses, recommend contract awards and administer contracts. Ability to negotiate contracts; interpret and apply contract principles to proposals or current contracts. Knowledge of federal and state public transportation regulations and laws applicable to contracts and procurement.~~

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand, walk, and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions, moving mechanical parts, fumes or airborne particles, toxic or caustic chemicals, and outside weather conditions. The noise level in the work environment is usually moderate.



DATE: June 6, 2012 **Item #E14**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Jennifer M. Sims, Director of Procurement *[Signature]*

SUBJECT: AUTHORIZE AMENDMENT 1, UPGRADE OF KRONOS SYSTEM

FORM MOTION

Authorize the CEO/General Manager to execute Amendment No. 1 to purchase order PO#4500008915 issued to Kronos, Incorporated, Inc., Irvine, California, to amend the scope to upgrade the Workforce Time Keeper (WTK) database from Oracle to Structured Query Language (SQL) and increase the contingency by \$6,800 for a new total of \$57,856.50.

BACKGROUND AND ANALYSIS

On March 2, 2011, the Board of Directors issued a sole source purchase order to Kronos Incorporated, for the next edition of the Kronos upgrade and a Family Medical Leave Act (FMLA) module. The cost of the upgrade was \$46,415 and a contingency of \$4,641.50 (10%) for a total of \$51,056.50.

Total cost and contingency of the upgrade was requested based on estimated hours to be confirmed upon completion of the detailed assessment. The result was an increase of hours totaling \$4,635.40 consuming nearly the entire contingency amount.

In order to proceed with the solution build, the WTK database needs to be upgraded from Oracle to SQL in an amount not to exceed \$6,800. Therefore, it is necessary to increase the contingency by an additional 14.7% for a new total not to exceed amount of 57,856.50.

Omnitrans has adopted MS SQL database as the Agency's primary database engine. In an effort to streamline the database management task, as well as to save the maintenance cost in the long term, staff recommends converting the existing Oracle database used by Kronos application to MS SQL database. The maintenance cost saving for the conversion is estimated to be \$4,800 per year based on the existing annual maintenance fees charged by Oracle, Inc.

FUNDING

The cost associated with this procurement is budgeted in the Information Technology Department's Capital Budget as follows:

FUNDING	GRANT NUMBER	FISCAL YEAR	PROJECT NAME
Federal	CA-90-Y681	2009	Kronos Upgrade
State	09-09-OMN-B	2009	Kronos Upgrade

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

CONCLUSION

For the above reasons, staff requests that the Board of Directors authorize the CEO/General Manager to execute Amendment No. 1 to purchase order PO#4500008915 issued to Kronos, Incorporated, Inc., Irvine, California, to amend the scope to upgrade the Workforce Time Keeper (WTK) database from Oracle to Structured Query Language (SQL) and increase the contingency by \$6,800 for a new total of \$57,856.50.

MV:JS

**AMENDMENT NO. 1 TO
PO# 4500008915**

**BETWEEN
OMNITRANS
AND
*KRONOS***

UPGRADE OF KRONOS SYSTEM

This Contract Amendment, effective June 6, 2012, is entered into by and between Omnitrans (hereinafter called "Agency") and Kronos, Incorporated (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Agency and Contractor have entered into Purchase Order No. 4500008915 on March 2, 2011.
- II. The Agency hereby amends the Purchase Order under Amendment No. 1, to modify the Scope of Services; and
- III. Increase contract by \$6,800 to accommodate the database upgrade.

NOW THEREFORE, AGENCY and CONTRACTOR hereby amend their Contract as follows:

1. Modify Scope of Work and billing to include:

Upgrade Workforce Time Keeper database from Oracle to SQL.
9990004-ONL: Application Consultant, 40 hours @ \$170.00/hour.
2. Increase contract amount by \$6,800 for a new total not to exceed amount of \$57,856.50.
- IV. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 effective as of the day and year first therein above written.

OMNITRANS

KRONOS

Milo Victoria
Chief Executive Officer

Daryl Kawasaki
Project Manager



DATE: June 6, 2012 **Item #E15**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Marjorie Ewing, Director of Human Resources *m.e.*

SUBJECT: AWARD - EMPLOYMENT PRACTICES LIABILITY INSURANCE

FORM MOTION

Authorize CEO/General Manager to award a one-year contract beginning July 10, 2012, and continuing through July 10, 2013, to Raintree Insurance Agency, San Bernardino, California, as broker for Philadelphia Insurance Companies, for the provision of employment practices liability insurance. The policy limits are \$1,000,000 per occurrence and the premium amount is \$42,864.87, which includes the Terrorism Risk Insurance Act of 2002 endorsement and full prior acts.

BACKGROUND

On May 9, 2012, the Agency requested Raintree Insurance Agency to seek quotes to renew Omnitrans' employment practices insurance coverage. The Agency enlists the help of a broker as most insurance companies do not deal directly with the public and Raintree does not charge a fee for this service.

Last year's carrier for employment practices insurance was Philadelphia Insurance Company with limits of liability as follows:

Limits of Liability:

- \$1,000,000 each "Wrongful Employment Act"
- \$1,000,000 Aggregate Limit of Liability
- \$ 50,000 Retention

The retention for the renewal policy was kept at the existing \$50,000 retention. The only companies who would entertain retentions under \$100,000 was our existing carrier Philadelphia Insurance Company and Lloyds. The size of the employment force is also a factor in the formula to figure the premium.

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

Two quotations were received:

1. Philadelphia Insurance Companies' quote was \$42,864.87, with a \$50,000 retention limit. This represents an increase of almost \$3,718.87 over last year's premium. The insurance industry's explanation is that due to the economic downturn, a record number of EPLI claims have been filed in the last three years. This policy includes the Bell Endorsement with \$25,000 identity theft expense, \$25,000 Terrorism Travel Reimbursement, \$25,000 Workplace Violence Counseling, and \$50,000 Kidnap Expense as a non-charge endorsement.
2. The underwriter of Lloyd's quoted \$43,554.87 (\$690.00 more than Philadelphia), but excludes coverage for Benefit claims (Family Medical Leave, CA Paid Family Temporary Disability Insurance claims), claims related to CA Unfair Business Practices Act and Director and Officer claims. This policy is bare bones with no extra endorsements of coverage.

The following companies either declined to bid or their retention limits or premiums were higher:

- Evanston, Crum & Forster, Scottsdale and Admiral declined due to being a government entity or pricing.
- National Union indicated a premium of \$50,512.
- Houston Insurance: Declined – Public Entity
- RLI: Declined – Public Entity
- Chubb: \$150,000 retention only
- ACE: Declined
- Carolina Casualty: Declined
- AIG: \$100,000 retention

Based on the quotes received, staff recommends that a contract be awarded to Raintree Insurance Agency as broker for the Philadelphia Insurance Companies. In addition to the quote requested, the following benefits are offered by Philadelphia: the Bell Endorsement & Crisis endorsement, clients can register for their website to access their comprehensive online resources at no cost. There is a large network of loss control and risk management professionals with expertise in all aspects of Risk Management. A loss assistance hotline is offered by WEMED, a partnership with the law office of Wilson, Elser, Moskowitz, Edelman and Dicker LLP.

FUNDING SOURCE

The cost associated with this contract is budgeted in the FY13 Human Resources Operating Budget as follows:

Department Number 1600
Expenditure Code 506110

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

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

CONCLUSION

For the above reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to award a one-year contract beginning July 10, 2012, and continuing through July 10, 2013, to Raintree Insurance Agency, San Bernardino, California, as broker for Philadelphia Insurance Companies, for the provision of employment practices liability insurance. The policy limits are \$1,000,000 per occurrence and the premium amount is \$42,864.87, which includes the Terrorism Risk Insurance Act of 2002 endorsement and full prior acts.

MV:ME



DATE: June 6, 2012 Item #E16

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Marjorie Ewing, Director of Human Resources m.e.

SUBJECT: AWARD - EXCESS WORKERS' COMPENSATION INSURANCE

FORM MOTION

Authorize the CEO/General Manager to award contract to the California State Association of Counties Excess Insurance Authority, Joint Powers Authority Excess Workers' Compensation Program (CSAC-EIA) and keep the retention limits, for the period of July 1, 2012, through June 30, 2013, for the provision of Excess Workers' Compensation insurance coverage of \$1,000,000 to \$250,000,000 per accident, in the premium amount of \$70,000.00 for the policy period, plus a ten percent contingency of \$7,000.00, for a total not-to-exceed amount of \$77,000.

SUMMARY AND BACKGROUND

Historically, to provide protection to the Agency from large or catastrophic claims, the Agency has obtained insurance from excess insurance companies to cover the possibility of these large dollar claims. The Agency retained the first \$1,000,000 of each claim and purchased excess Workers' Compensation insurance to cover losses that exceed the self-insured retention. The amount of self-insured retention is determined by the excess insurance provider when the policy premium is quoted.

The Agency, as part of the evaluation process, submitted an application to California State Association of Counties Excess Insurance Authority, Joint Powers Authority Excess Workers' Compensation Program (CSAC-EIA). The Omnitrans Board of Directors adopted the Resolution 214-06 to join CSAC on September 6, 2006.

ANALYSIS

Last year CSAC-EIA's premium/cost was \$67,995.00 (2.9% increase for FY13) for a limit of \$250,000,000 per occurrence, inclusive of our \$1,000,000 self-insured retention.

- CSAC-EIA is an assessable pool and as such is eligible for both refunds and assessments. Assessments are based upon outstanding liabilities compared to assets. CSAC-EIA's workers' compensation program has had only two assessments in its 27 years and conversely has returned millions to its members.

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Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

- Assessments are only applicable to Members participating in those years which incur a deficit.
- Other local members of CSAC-EIA include Riverside County, San Bernardino County, and the cities of Corona, Fontana, Hemet, and Moreno Valley. Many other local members participate indirectly as a part of other pools (i.e., Norco via PERMA & LAWCX, City of Ontario via ACCEL, & City of San Bernardino via BICEP, etc.).

In most lines of coverage, insureds with good loss history were able, on average, to obtain rate decreases and/or improvement in terms and conditions. On March 21, 2011, we received notice of a payroll premium audit result credit of \$2,040.00, which we elected to apply to our 2011/12 premium.

This procurement meets the requirement of the Omnitrans current Procurement Policy and Procedures Manuals.

FUNDING SOURCE

This procurement is funded with local Operating funds in FY2013 Human Resources budget as follows:

Department: 1600
Expenditure Code: 506310

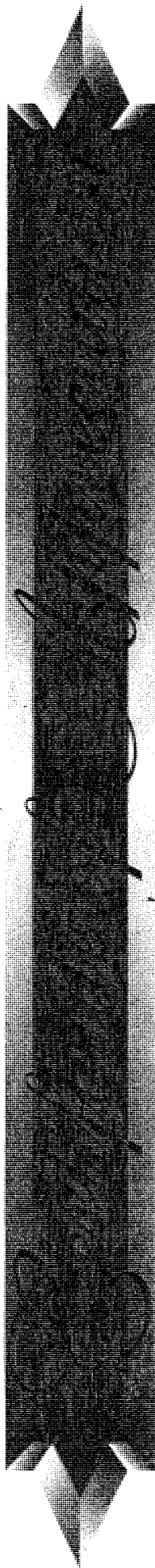
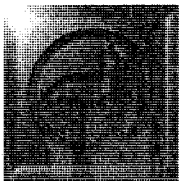
AFW Verification of Funding Source and Availability of Funds.
(Verified and initialed by Finance)

CONCLUSION

Authorize the CEO/General Manager to award contract to the California State Association of Counties Excess Insurance Authority, Joint Powers Authority Excess Workers' Compensation Program (CSAC-EIA) and keep the retention limits, for the period of July 1, 2012, through June 30, 2013, for the provision of Excess Workers' Compensation insurance coverage of \$1,000,000 to \$250,000,000 per accident, in the premium amount of \$70,000.00 for the policy period, plus a ten percent contingency of \$7,000.00, for a total not-to-exceed amount of \$77,000.

MV:ME

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT



Congratulations

OmniTrans

*for achieving your Rule 2202 – On Road Motor Vehicle Mitigation Options
Emission Reduction Target*

for the current compliance year.

Thank you for your efforts in helping to clean air in the South Coast Air Basin.

Item #E17

May 15, 2012

Site ID: 39979

Barry R. Wallerstein

Barry R. Wallerstein, D.Env.
Executive Officer

THE PRESS-ENTERPRISE

REGION: Caltrans official named to head planning agency

Another state transportation official is chosen to lead a regional county planning and transportation agency

BY DUG BEGLEY

STAFF WRITER

dbegley@pe.com

Published: 07 March 2012 04:43

PM

Raymond Wolfe, the Caltrans district director for Riverside and San Bernardino counties, will be the new head of San Bernardino Associated Governments.

The agency's board approved Wolfe's appointment Wednesday morning, but he does not take the helm of the county's planning and transportation commission until April 9.

Wolfe replaces Deborah Barmack, who retired in August. Ty Schuiling, the agency's planning and programming director, served on an interim basis.

The search for Barmack's replacement began last year and included an unspecified number of internal and external candidates.

Wolfe said he is eager to get started, acknowledging San Bernardino County faces hurdles in handling its growth and development.

He said SANBAG, which is not a county

agency but made up of county and municipal officials, needs to work more closely and effectively with the county and cooperate more closely with Riverside County.

Highland Mayor Larry McCallon, chairman of SANBAG, said Wolfe's 20 years of experience with Caltrans and knowledge of the area as district director give him a "broad knowledge" to lead local transportation efforts.

Transportation officials in San Bernardino County have a number of major projects on the horizon, including a \$400 million redesign of the Interstate 15 connection with Interstate 215 near Devore.

Wolfe said major projects like the Devore interchange require SANBAG to increase its profile in Washington, urging lawmakers to make Inland-area projects national priorities to improve goods movement.

"We need to be more engaged," he said.

With Wolfe's hiring, four of the five major transportation agencies in Southern California are headed by former Caltrans officials. Riverside Transportation Commission Executive Director Anne Mayer is a former district director, and Orange County Transportation Authority head Will Kempton is a former state director. San Diego Association of Governments Executive Director Gary Gallegos also came from Caltrans.

Mayer said the ties to Caltrans demonstrate the importance of local officials having strong ties to state policies and programs. "Caltrans has had a difficult time retaining staff due to continuous budget crises," she said.

Wolfe made \$116,245 as Caltrans district director, according to the state controller's database of state employee salaries. His contract with SANBAG sets his salary at \$210,000.

Campus News

Go Smart or go home: Students decide if bus rides should be free

KELSEY OGLE

The Go Smart program allows current students to use their student identification cards rather than cash or a bus pass to ride Omnitrans transportation services to travel to and from campus.

A panel discussion regarding the future of the program was held in the Student Activities Lounge on Feb. 29.

According to Dr. Sherrie Guerrero, vice president of instruction, Go Smart was funded by the cities that chose to participate in the program, the AQMD and Chaffey, which contributed \$50,000 to help kick start the program.

The Go Smart program is a pilot, or trial, program this year, and it will not continue to operate at no cost to students.

But students will have an opportunity to vote to continue the program during upcoming student elections.

If students vote to continue participation in the program, Chaffey will be in the program for the next five years and all

students — even students who do not ride the bus — would be charged a mandatory flat-rate fee of \$7.50 per semester to cover the costs.

This year, Go Smart was only meant to be used to transport students to and from school, but if the new plan is approved for the next five years, the \$7.50 charge would allow students to use their ID card to ride any route anytime.

Currently, there are 19,000 students enrolled at Chaffey, but only 3,000 students ride the bus to and from school.

This was a cause of alarm for many students, even some who support the program.

The students who do not ride the bus do not want to pay an extra \$7.50 in fees to help fund someone else's bus rides, and some who support the continuation of the program are concerned about the unfairness of non-bus riders having to pay the fees.

Despite this, many students seem to be in favor of continuing the program.

"We certainly are going to cut emissions by switching people from driving to the bus," Guerrero said. "Anytime someone uses transit instead of driving, you're actually reducing 20 pounds of emission in just one day. We've done some research for the AQMD . . . and determined that Chaffey students, just Chaffey students, in the first semester, reduced 24 tons of emissions in the environment, so there are significant environmental benefits, and that really benefits all of us."

In addition to costs, other concerns voiced by students at the panel discussion included severe bus overcrowding, the need for more buses in areas such as Fontana and Rialto, identity theft and fraudulent card use.

The referendum will be part of the student election process when student officers are selected for next year. Polls will open on Thursday, March 29, at the Fontana campus; Monday, April 2, at the Chino campus; and Tuesday, April 3, through Thursday, April 6 at the Rancho Cucamonga campus.

*Students Save Money
by using Ominitrans*

- *Students can save compared to driving (\$2,400/year estimated using AAA data).*
- *Students can avoid parking fees (\$40/semester).*
- *Students using the bus can save over \$300 per year compared to purchasing a regular student bus pass.*
- *Students have a free backup plan in case of car trouble.*
- *Students gain more parking availability. As bus use increases and fewer students drive to campus, parking spaces are freed up for those who choose to drive.*
- *Approximately 1,000 parking spaces are freed up each weekday by students who ride the bus to campus.*
- *As bus use increases, there is reduced need to add parking spaces to accommodate growth.*
- *Capital costs that would have gone to parking facilities can be invested in other structures such as classrooms and student service facilities.*
- *Fewer auto trips to campus reduce congestion and overflow parking on city streets.*
- *Ominitrans Can Enhance Service to Campus. With increased student trips, Ominitrans can justify expanding service levels to campus.*

Press Enterprise
Friday, March 30, 2012
Local Extra C1

Press-Enterprise Friday, March 30, 2012 Local Edition C1

Omnitrans' college student fares arrive at 1 million trips

PHOTO
Daniella Eila, of Moorpark, stepped off the Route 20 bus at Chaffey College in Rancho Cucamonga on Monday to the station of kudos and balloons as she was randomly selected as the one-millionth rider in the "Go Smart" real-

time free pass pilot program.

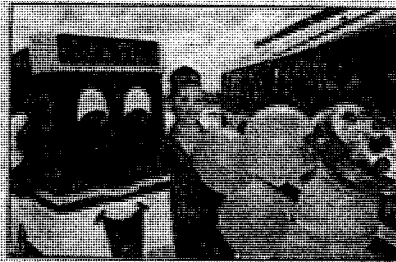
"I love Go Smart because I like saving money on gas," said Eila, who is studying to become a registered nurse. "I do my reading on the bus, too."

The Go Smart one-year pilot program, funded by se-

veral cities, San Bernardino County, partner colleges and Omnitrans, began at community colleges in August 2011.

To date, more than 82 percent of enrolled students have climbed aboard buses,

swapping their ID card for a



Chaffey College student Daniella Eila was recognized as the millionth "Go Smart" program rider.

BUS PASS

PHOTO
The ride. On a typical week-day, more than 7,500 passenger trips are attributed to the program.

Later this week, Chaffey College students will begin voting on whether to continue the program supported by a \$2.50 per semester student fee.

Referendum dates are March 29 at the Fontana cam-

pus, April 2 at the Chino campus and April 3-5 at the Sancho. Cucamonga campus. Voting will take place at Chaffey Hills College in Yucaipa on April 19-20 and at Valley College in San Bernardino on April 27 and 28.

"The tremendous success of the Go Smart program is a major contributor to our total ridership being up 8.7 percent year to date," said Omnitrans Director of Marketing Wendy Williams. "We

are seeing students make a choice to save money and by using transit they also help save the environment. In the first semester, students estimated more than 68 tons of carbon emissions compared to driving."

The free pilot program ends June 30. Normally, college students would have to pay \$2.50 per trip or \$4.00 for a one-day bus pass; student 7-day passes cost \$8 and student 30-day passes cost \$31.

Other
Thursday, April 19, 2012

APTA Transit News

Washington, DC
Thursday, April 19, 2012

Earth Day Is Every Day at Public Transportation Systems Nationwide

Public Transportation use in the United States saves 4.2 billion gallons of gasoline annually

The public transportation industry is committed to using environmentally friendly technologies. From using solar bus shelters, operating environmentally-friendly bus and rail vehicles, recycling bus wash water, and incorporating rain gardens at Bus Rapid Transit (BRT) stations, the U.S. public transportation industry is committed to using green technologies to further reduce carbon emissions, improve air quality, and help our country reach energy independence.

"Earth Day is every day for the tens millions of Americans who use public transportation. The public transportation industry has made significant strides in making its operations even more environmentally friendly," said American Public Transportation Association (APTA) President and CEO Michael Melaniphy. "Public transportation use not only helps reduce our carbon footprint, but it also helps people save money. With high gas prices as a way of life and the demand for public transit growing, access to public transportation is more important than ever."

Currently, public transportation in the U.S. saves 37 million metric tons of carbon emissions and 4.2 billion gallons of gasoline. A carbon savings calculator is available on www.publictransportation.org. The Federal Transit Administration just launched an Earth Day website at www.fta.dot.gov/earthday that provides additional information on the importance of public transportation to the environment.

Founded in 2009, APTA's Sustainability Commitment program, is a voluntary program for members to join and pledge their commitment to sustainability. This program places a priority on preserving the environment, being socially responsible, and maintaining economic viability, with an overall contribution to quality of life. APTA members who sign on commit to implementing core internal processes and actions that set the basis for continuous improvement on these key sustainability element. Signatories can obtain increasingly higher levels of recognition – Bronze, Silver, Gold, or Platinum – by attaining reduction targets for a series of set indicators.

Listed below are just a few green activities at public transportation systems that improve the environment:

- **Atlanta, GA – Metropolitan Atlanta Rapid Transit Authority** has the largest solar canopy installation at a bus garage in Georgia. It is also the second largest solar canopy structure of its kind at a U.S. public transportation system. The solar panels generate enough electricity to offset a significant portion of this bus facility's annual electricity consumption and has the same environmental benefit as planting more than 285 acres of trees a year.
- **Baltimore, MD – Maryland Transit Administration** installed more than 3,700 "thin film"

- **Kansas City, MO - Kansas City Area Transportation Authority** has five BRT hybrid electric buses and an all electric service truck that cleans transit stations
- **Kent, OH - Portage Area Regional Transportation Authority** currently uses bio-based fuel, engine oil, gear oil, hydraulic fluid, and penetrating oil. PARTA will use approximately 1,400 gallons of bio-based motor oil this year in their 68 vehicle fleet.
- **Milwaukee, WI - Milwaukee County Transit System** purchased 125 new clean-diesel buses in 2010 and 2011. An additional 55 clean diesel buses are being delivered in 2012 and a total of 136 low-emission vehicles will be added to the fleet by 2013. The 261 low-emission buses will then make up more than half of the 420 bus fleet.
- **Minneapolis, MN - Metro Transit** will operate 132 hybrid buses – about 15 percent of its fleet – by the end of 2012. In addition to operating quietly, the hybrid buses use 34 percent less fuel than standard buses on comparable routes and produce a fraction of the air quality emissions of buses they replace.
- **Orange, CA - Orange County Transportation Authority's** vehicles fleet is comprised of primarily lower-emission buses, including 228 LNG and 299 CNG buses. OCTA's relief vehicle fleet – cars used by coach operators to change shifts in the field – is comprised of 87 Priuses. Additionally, OCTA is replacing non-revenue vehicles, such as forklifts, utility trucks and vans with ultra-lower emission vehicles
- **Philadelphia, PA - SEPTA** has 472 cleaner burning diesel-electric hybrid buses. These vehicles now make up approximately one-third of SEPTA's total bus fleet. The amount of hybrids in service will continue to increase as older buses are retired and replaced with new hybrids.
- **Phoenix, AZ - Valley Metro RPTA** is retrofitting as many as 70 buses with an innovative electric engine cooling fan system that is cost effective and lowers pollutant emissions. A nine percent reduction in fuel consumption is anticipated.
- **San Bernardino, CA - Omnitrans'** bus fleet of 160 buses is 100 percent CNG powered and Omnitrans recently selected gasoline/electric hybrid Ford Fusions for its relief car fleet.
- **Santa Barbara, CA - Santa Barbara MTD** operates North America's largest fleet of 100 percent battery electric buses. Additionally, MTD was the first in California to operate its fleet of diesel and diesel-electric buses with a bio-diesel blend of fuel.
- **Santa Monica, CA - Santa Monica's Big Blue Bus'** entire fleet (including service vehicles) is 95 percent alternatively-fueled.
- **State College, PA - Centre Area Transportation Authority's** entire fleet runs on clean CNG and it is in the process of taking receipt of 28 new CNG buses. It was the first transit agency on the East Coast to have completed a program that resulted in a fleet fueled entirely by alternative

artist) served as face painter.

- **Phoenix, AZ – Valley Metro RPTA** will provide a family fun ride to the Chase Field to watch an Arizona Diamondbacks game. Prior to the game, a bike safety expo and bike rodeo will be held at the Chase Field Plaza.

- **San Bernardino, CA – Omnitrans** will have an online contest which asks people to share their "Ecomotive" for a chance to win an iPad, iPod, iTunes gift card or bus pass.

- **Tampa, FL – Hillsborough Area Regional Transit** is offering "Ride HART Free with a Friend." Current customers have an opportunity to invite a friend who is new to transit, to board together to ride free.

Finally, numerous transit agencies are either sponsors of local Earth Day events or participating in an Earth Day event by offering information about transit and its benefits to the environment. Some additional agencies participating in Earth Day events include:

- **Atlanta, GA – Metropolitan Atlanta Rapid Transit Authority** will be participating with local colleges and universities in their campus Earth Day events and promoting a Commute Calculator at www.itsmarta.com.

- **Baltimore, MD - Maryland Transit Administration** will be at the National Aquarium in Baltimore's Eco Fair on April 21 and 22 handing out 4 x 9 cards detailing the advantages of riding public transportation and MTA's various energy-saving efforts.

- **Chicago, IL – Regional Transportation Authority's** Executive Director, Joseph Costello, and Board Chairman, John Gates, Jr., are participating in an Earth Day Transportation Summit.

- **Cincinnati, OH – Southwest Ohio Regional Transit Authority** will be celebrating Earth Month in the community by participating in events at the Christ Hospital, Xavier University and the Cincinnati Earth Day Celebration.

- **Columbus, OH - Central Ohio Transit Authority** is the transportation sponsor of this year's Earth Day in central Ohio and will have its bike rack at the event. Also, COTA is participating in Earth Day events at local businesses.

- **Corpus Christi, TX – Corpus Christi Regional Transportation Authority** will participate in the annual Earth Day Bay Day event held at Heritage Park which will host an art contest for local students to have their artwork featured on RTA bus benches.

The RTA will also be raffling off four bicycles during Earth Day Bay Day and have a bus display on-site.

- **Dayton, OH - Greater Dayton RTA** will kick off their Dump the Pump VidWheel Customer Video with a one-hour event at Wright Stop Plaza Transit Center (downtown) featuring a sign-up for e-alerts about the video contest on April 26. The first 100 to sign up will receive a small

Tackling the Issues

Dick Riddell
Mayor, city of Yucaipa



Omnitrans award

Last Wednesday, May 2, Chief Executive Officer Milo Victoria and I, as chairman of the Board of Directors of Omnitrans, were honored on behalf of Omnitrans at the California Awards for Performance Excellence at Disneyland's Paradise Pier Hotel in Anaheim.

At this 18th annual awards luncheon the California Council for Excellence awarded Omnitrans with the "Challenge Award in recognition of the level of excellence they have achieved. This award establishes the organization as a role model for other organizations, regardless of industry or sector, to emulate in achievement of results. This award represents leadership, accountability, and performance during a time when so many organizations are struggling."

At this celebration which brought award-winning organizations throughout the state of California, as Chairman of the Board of Directors I not only received this award of excellence on behalf of Omnitrans, but also presented an award to Milo Victoria and his organiza-

tion in recognition of their performance.

As I've mentioned before in this newspaper, because of the enthusiastic acceptance of the OmniGo route serving central and southern Yucaipa, a new OmniGo route will serve northern Yucaipa beginning next Monday, May 7.

The new OmniGo route will leave the transit center at half-hour intervals, travel north on Fifth Street past Competitive Edge Charter Academy to Oak Glen Road, thence east on Oak Glen Road past the Regional Park, the Community Park and Community Center to Sunnyside Drive, thence north on Sunnyside past Bryant Glen Little League Park, Ridgeview and Park View schools, northwest to Bryant Street across from Northview Mobile Home Park and next to Executive Mobile Home Park, thence south on Bryant Street past El Dorado and Lakeview Mobile Home Parks, Stater Bros Market, Rite Aid Pharmacy, and the Mousley Museum of Yucaipa History to Yucaipa Boulevard, thence west on

Yucaipa Boulevard to California Street, thence south on California Street to Avenue B, thence west on Avenue B to First Street and the Senior Center, thence north on First Street to Yucaipa Boulevard thence west on Yucaipa Boulevard to the Transit Center and City Hall.

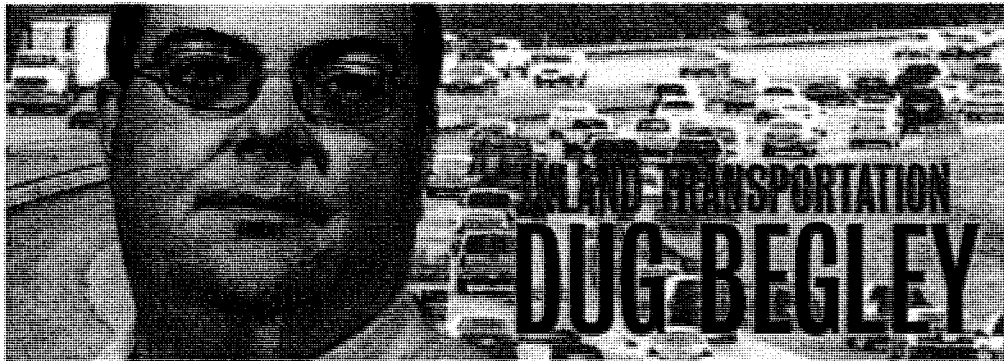
Transfers will be available to the high school, Crafton Hills College, Redlands, Loma Linda, San Bernardino, and points west.

An Omnitrans booth will be set up this weekend at the Music and Art Festival celebrating the uptown revitalization ribbon cutting.

Representatives from Omnitrans will be available to provide information regarding bus stop locations, schedules, and to answer any questions regarding this new OmniGo route.

If this new bus route is well received and traveled by the public we will be able to provide additional bus routes to other parts of our city. Omnibus service will still be available for those folks who cannot use OmniGo.

The Press-Enterprise



Bus agencies respond, note varied riders choose transit

Posted on | May 5, 2012 |

So as promised, though no one really asked, here are the responses to my blog entry earlier about the perception of the bus as not for middle and upper-class riders. The general consensus is bus use is up and that all sorts of people are contributing.

Here's what I received from Riverside Transit Agency spokesman Brad Weaver:

I would say that we are not a perfect system but we remain the travel mode of choice for a growing number of people. Last year we reached a record 6.4 million boardings. We would not have reached such a milestone if our service was not doing its job of providing safe, affordable and reliable service. For those people who are skeptical of riding public transportation, I would challenge them to ride the bus once. Just one time and experience the benefits for themselves. We are very eager to get new customers and change people's way of thinking. In fact, it's already happened. Take a look at the U-Pass and Go Pass programs. They have been wildly successful by converting an enormous amount of college students into public transit riders. Many of those riders tell us they never rode the bus before.

And here's what Wendy Williams, spokeswoman for Omnitrans, had to say:

How do we dispel the myths of transit, you ask? With facts of course but mostly by getting people to take a ride. This is why we offer free ride opportunities like "Dump the Pump Day" coming up on June 21. Then people find out for themselves that buses are clean and the other people on board are just regular people on the way to work, school, shopping, dr. appts., etc. A 2011 non-rider survey tells us the main deterrents to using Omnitrans are related to lack of convenience, mostly tied to travel time, vs. other factors such as cost or safety concerns. We specifically asked in a 2011 survey if people felt riding the bus was below their social status. 88% said this was "not a reason" for not riding, 8% said it was a minor reason, 3% a major reason, 1% don't know.

[More about Travel Time](#)

To determine non riders' tolerance for longer commute times when traveling by bus, respondents were asked if they would be willing to ride the bus if their total commute time was either the same or longer than their current commute time.

A majority of respondents (71 percent) report that they would be willing to ride the bus if it took the same time as their current commute.

When the commute time is increased to between five and 10 minutes longer than the non-riders current commute, half say they would still be willing to ride the bus.

When the commute time increases to 10 minutes or more beyond non-riders' current commute, almost three quarters (73 percent) indicate they would not be willing to ride the bus.

Only 11 percent say they would ride if takes more than 15 minutes longer.

This is precisely why we are developing Bus Rapid Transit, our sbX lines, to become more time competitive with the automobile.

Press Enterprise
Sunday, May 06, 2012

The Press- Enterprise

People in the News: May 6, 2012



CONTRIBUTED IMAGE
Jennifer Sims

Published: 05 May 2012 04:01 PM

Real estate firm hires Inland retail team

Retail specialists **Tom Swieca**, **Tony Archer** and **Sandie Smith** have joined Voit Real Estate Services' Inland Empire brokerage as senior vice presidents.

Dianna Bernard also has joined Voit as a marketing assistant with the retail team.

Swieca and Archer have been partners in the commercial real estate industry for over 15 years and have successfully represented both landlords and tenants in major retail centers throughout the Inland Empire.

Swieca has more than 32 years of commercial real estate experience, from beginning his career at CB Richard Ellis in 1979 to serving as a senior vice president in the retail group at Grubb & Ellis. He holds a bachelor's degree from UCLA.

Archer brings two decades of commercial real estate expertise to Voit. He most recently worked in the retail group at Grubb & Ellis. Archer began his career in 1992 with CBRE. He holds a bachelor's degree from California State Polytechnic University and serves as a member of the International Council of Shopping Centers.

Smith was a senior vice president at Grubb & Ellis for the past two years and was previously with CBRE for over 20 years. She is a founding board member of the Commercial Real Estate Women Network of the Inland Empire and a member of the International Council of Shopping Centers.

Omnitrans adds to leadership team

Omnitrans recently welcomed **Jennifer Sims** as director of procurement.

Sims has more than 20 years of experience in supply chain, material management, contracting and procurement, plus Federal Transit Administration knowledge.

Prior to joining Omnitrans, Sims held key procurement positions at the County of Riverside and city of Colton.

She most recently served as purchasing agent/manager of diversity at Metrolink. There she implemented BidsOnline, a comprehensive online bidding and contract management system.

Sims earned a bachelor's degree in administrative studies from UCR.

THE SAN BERNARDINO SUN

May 8, 2012

Art Institute, Omnitrans announce student ridership program

The Art Institute of California — Inland Empire and Omnitrans have agreed to a two-month pilot program in which students will be able to use their college ID card to ride Omnitrans buses.

Students at Chaffey, Crafton Hills and San Bernardino Valley Colleges and Cal State San Bernardino have collectively ridden on more than 1 million trips since their schools agreed to a one-year ridership program with Omnitrans last August.

The Art Institute of California — Inland Empire is at 674 E. Brier Drive in San Bernardino, and students can ride Omnitrans Route 2 to get to campus. The program allows students to ride other Omnitrans bus lines as well.

May 21, 2012

Around The Industry

Omnitrans Receives Statewide 'California Challenge' Award

Omnitrans in San Bernardino, CA, was one of several recent recipients of the Challenge Award presented by the California Council for Excellence and the California Awards for Performance Excellence (CAPE). The California Challenge is a self-assessment recognition program designed and administered exclusively by CAPE as a way to help organizations understand their strengths and opportunities for improvement as defined by the criteria of the Malcolm Baldrige Performance Excellence Program (BPEP).

"The award establishes the organization as a role model for other organizations, regardless of industry or sector, to emulate in achievement of results," CCE stated.

"I always knew Omnitrans was a good organization. Now, having been here two and a half years, I see it is a great

organization," said Omnitrans Chief Executive Officer/General Manager Milo Victoria. "Receiving the California Challenge Award is further evidence of this and a testament to the great team of employees at Omnitrans. I am proud to be a part of it."

Organizations enter the award program by submitting a profile and information in seven major categories derived from the BPEP criteria: leadership; strategic planning; customer focus; measurement, analysis, and knowledge management; workforce focus; operations focus; and results. The Challenge Award represents the first level of CAPE's Baldrige-based performance excellence program.

The California Council for Excellence is a nonprofit educational foundation dedicated to helping California-based organizations achieve outstanding results through BPEP principles and criteria.

RAIL LINE TO REDLANDS YEARS AWAY

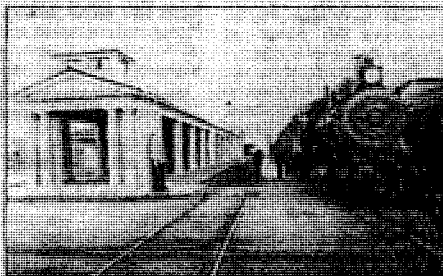
The link to San Bernardino could be running by 2018; eventually it will extend north to Highland

BY JIM BECKS
JIM.BECKS@PE.COM

A rail line connecting Redlands to the rest of Southern California can't get here soon enough for Redlands resident Patrick Arelli.

The executive director of Associated Students Incorporated at Cal State San Bernardino attended a meeting about the rail service project at the East Café last week and was disappointed to learn that the line between Redlands and San Bernardino won't be running until 2018.

"I'm very excited to see us re-thinking here," he said. "I'd much rather be on a train



COURTESY SANEAC

Redlands historic Santa Fe Depot could once again see rail service under a plan being developed by SANEAC.

watching the scenery. I'd leave my car at home with a smile on my face."

San Bernardino Associated Governments held the meeting to invite comments on a draft environmental impact report and environmental assessment being pre-

pared for the project.

Plans call for trains to run every half hour to an hour on a route from San Bernardino's Santa Fe Depot to Redlands. The line will pass through the planned San Bernardino Transit Center.

BY JIM BECKS



FILE PHOTO

In six years, passenger trains could be running on this track through downtown Redlands. SANEAC is preparing an environmental impact report on the project.

RAIL LINE

CONTINUED FROM A4

then follow a railroad right-of-way owned by SANBAG through south San Bernardino and Loma Linda to Redlands.

Initially there will be five stops: The transit center, Tippecanoe Avenue, New York Street, downtown Redlands and the University of Redlands.

The cost is estimated at \$130 million to \$150 million and would be paid with regional, state and federal funds. The annual operating cost is estimated at \$8 million.

Work to be done includes track improvements, 22 grade crossings and five or six bridges in addition to purchasing rail cars for the line, said Michael Borne of HDR, the consulting firm working with SANBAG on the project.

He estimated that construction on the project would begin in 2015 and trains would be running three years later, with service every half hour at peak periods.

A second phase would add stops at Mill Street, Waterman Avenue, Alabama Street and California Street at an estimated cost of \$80 million to \$100 million.

Eventually, plans call for the line to run north from Redlands to Highland, then

keep back to San Bernardino.

Rail service could bring lifestyle changes to Redlands, where planners are working on proposals for transit villages within a half mile of each stop. The idea is to create places where residents could live in multi-family housing surrounded by shopping and entertainment options and within walking distance of mass transit.

The village plans take into account the unique characteristics of each stop, said Oscar Orci, the city's director of community development.

For New York Street, it would be proximity to Esri, a major Redlands employer that has customers around the world. At University Street, it would be the University of Redlands and its education and entertainment options.

"Each stop has a unique identity," Orci said. "These plans identify those characteristics and establish development standards and goals that are appropriate for the area."

Near the downtown stop, Redlands is planning a transit center that would offer parking for vehicles and bicycles and connect people with various transportation modes through town, from bicycle and walking trails to streets, buses and trains.

Another scoping meeting is planned for 5 to 7 p.m. Wednesday at the San Bernardino Hilton, 285 E. Hospitality Lane.

Comments will be accepted until May 12. Email RPRP_Public_Comments@sanbag.ca.gov or send a letter to Mitchell A. Alderman, director of transit and rail programs, SANBAG, 1170 W. Third St., San Bernardino CA 92410-4715. Visit sanbag.ca.gov for more information.

THE PRESS-ENTERPRISE

11/10/2011

April 27, 2012

Morris outlines strategy

SB mayor sees 'best of times' amid challenges

By Ryan Hagen Staff Writer

SAN BERNARDINO — Speaking in the sparkling Sturges Center for the Fine Arts — one of many city assets threatened by the abolition of the city Redevelopment Agency — Mayor Pat Morris focused on both challenges and opportunities Thursday evening in his annual state of the city address.

Rather, the states of the cities.

Like 18th century Paris in "A Tale of Two Cities," Morris said, San Bernardino is in the best of times and the worst of times.

"(This is) a city that is currently in the midst of an unprecedented set of infrastructure investments totaling more than \$1.5 billion that are creating opportunities that —

if cultivated, nurtured and built upon — are poised to make the coming decades some of the 'best of times' for our city," Morris said.

But he also said the city was on the brink of financial disaster, noting a projected \$16 million deficit for the coming fiscal year — 12 percent of the budget — and a projected \$60 million deficit by 2016.

To overcome those financial difficulties and bring out the best of the city, Morris pushed for reforms in two main areas: pensions and what he termed inefficient government services.

"The first step to financial health for San Bernardino is the same step that is being taken across the state and in

SPEECH A4

State San Bernardino to downtown businesses and Loma Linda University as well as expansions of regional railroads and the 215 Freeway.

Morris also pointed to solar panel installations and business retrofitting as signs of an improving environment and quality of life.

And schools are poised to make great changes, he said, noting new school board members and the coming selection of a new superintendent.

"The models for how to develop an educational system that produces successful students and our next generation of business, community and civic leaders have been developed," he said. "It is now up to us, the current generation of leaders, to find the honesty, courage and toughness to make the changes."

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909-386-3916

ing private nonprofits to help make our delivery of park, recreation or library services more cost-efficient and effective, franchising some aspects of refuse disposal as has been done by many cities, or regionalizing fire and medical services like many cities are doing in Orange County, my clarion call is that no idea should be left off the table as 'politically unpalatable,'" he said. "We don't have the time; we don't have the money. We are out of both."

But Morris said four cornerstones keep the city strong.

Crime is the lowest it's been since the early 1980s, earning the city one of six national awards in November for its neighborhood policing efforts, he said.

Second, transportation infrastructure is opening the city up to new opportunities, he said, trumpeting the SBX line that would connect Cal

SPEECH

From A1

Sacramento: reform and recalibration of public pensions and benefits," he said, advocating a plan modeled on Gov. Jerry Brown's pension proposal.

That plan would require new and current employees to pay 50 percent of their pension costs; return the retirement age to 1932 levels — 65 for nonpublic-safety workers compared with 55 today; and shift more risk from taxpayers to employees, as is the case with most private-sector workers.

Morris also wants pensions to be based only on salary, not bonuses or other forms of compensation.

He also said the city must find the most efficient way to deliver its services, even if it means outsourcing some.

"Whether it's regionalizing animal control services, ask-



DATE: June 6, 2012

Item #F1

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager *MV*

SUBJECT: CEO/GENERAL MANAGER'S REPORT

Ridership for April 2012 was 1,364,699, compared to 1,325,746 in April 2011. This is a 2.9 percent increase from April of last year.

Year-to-date system-wide ridership through April 2012 was 13,484,010 which is an increase of 7.66 percent from last year-to-date. Fixed route ridership increased by 938,438 passengers year-to-date. Ridership on Access increased by 25,106 passengers, and OmniLink decreased by 4,486 passengers. OmniGo ridership was 110,389, which is a 37.9 percent increase over April 2011.

Year-to-date pass outlet sales through April 2012 decreased by 18,226 units, with 87,342 units sold compared to 105,568 units sold last year. This represents a decrease of 17.3 percent year-to-date. Revenue from pass outlet and ticket sales increased 10.9 percent from last year (\$4,692,754.55 vs. \$4,233,002.30 last year, an increase of \$459,752.25).

Year-to-date fixed route revenue through April 2012 was \$11,354,037 compared to \$11,250,208 last year, which is an increase of 0.92 percent.

On-time performance for April 2012 was 86.68 percent.

During the month of April, there were eight vandalism incidents on Omnitrans buses – one in Redlands and seven in San Bernardino.

Omnitrans participated in 14 outreach events in April – GoSmart Outreach at Chaffey College Chino campus (April 2); GoSmart Outreach at Chaffey College Rancho Campus (April 3 through 5); Cajon High School Parent Meeting (April 5); Cal State San Bernardino EcoFEST (April 6); Rancho Cucamonga Quakes Game Information Table & Mascot Appearance (April 6); City of Rancho Cucamonga Health RC Earth Day Celebration (April 14); GoSmart Outreach at Crafton Hills College (April 18 & 19); San Bernardino Community Hospital Earth Day Fair (April 20); Frontier Project Earth Day Celebration (April 21); Inland Empire 66ers Game Information Table & Mascot Appearance (April 28); and National Motor Bus Society Visit & Tour (April 30).

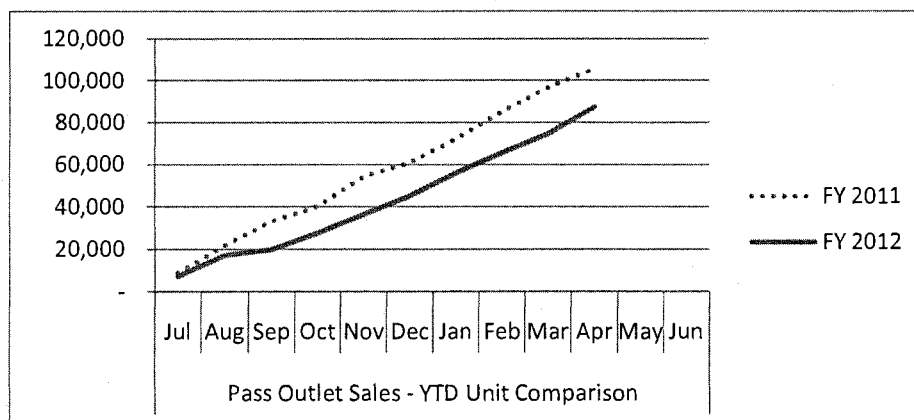
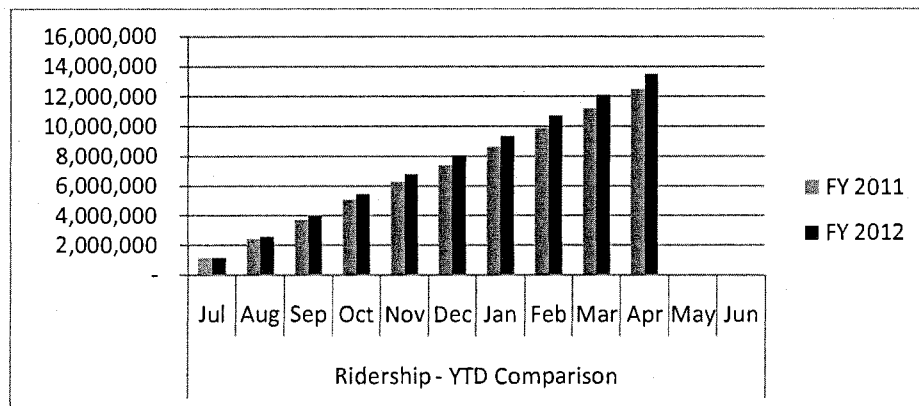
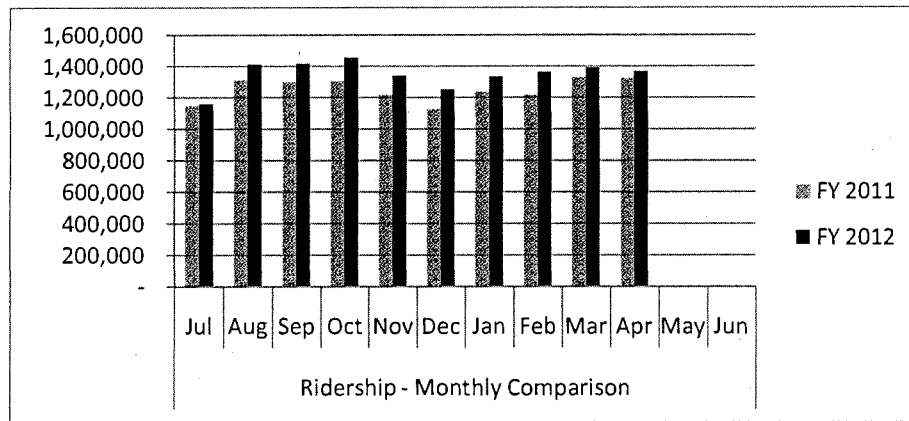
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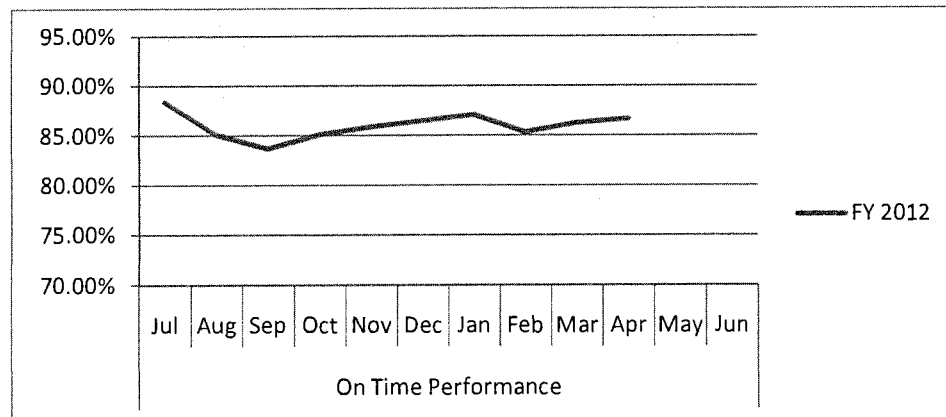
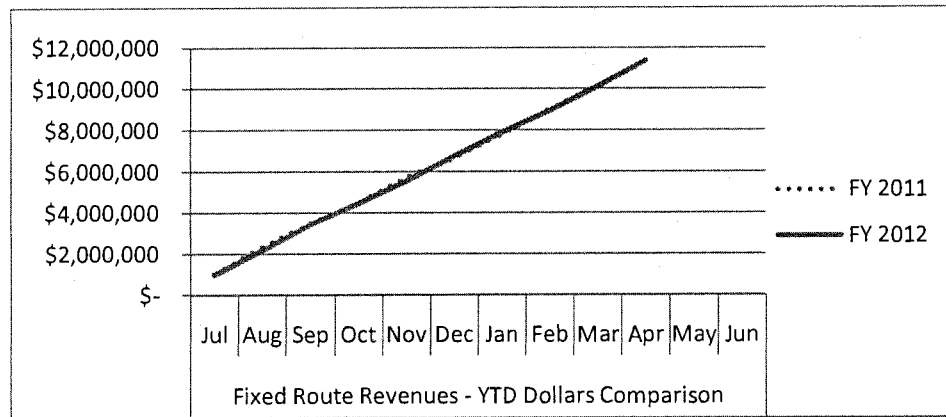
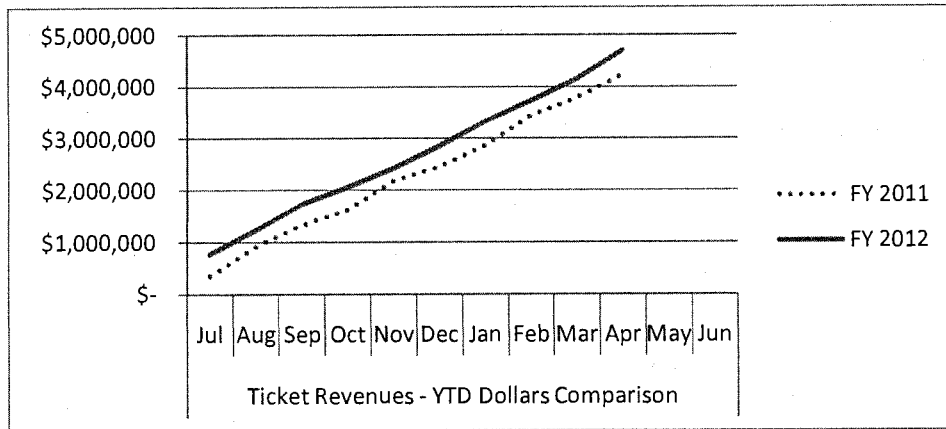
Maintenance staff prepped and sold five Omnitrans buses to Victor Valley Transit Authority. The five buses were a mix of decommissioned and contingency buses. The fareboxes, decals, and camera systems were removed. Omnitrans received \$5,000 for each bus. VVTA needed these buses for a new service in their area. See VVTA's website for more information on this new service.

MV/ca

CEO/General Manager Report – June 2012



CEO/General Manager Report – June 2012





See separate document for update.

DATE: June 6, 2012 **Item #F2**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Rohan Kuruppu, Director of Planning and Development Services

SUBJECT: 2012 TITLE VI COMPLIANCE REPORT

FORM MOTION

Receive and file the *Omnitrans Title VI Triennial Update, June 2012* demonstrating Omnitrans' commitment to serve low income and minority communities within the Agency's service area consistent with federal guidelines.

SUMMARY

Approval of the motion benefits Omnitrans, as follows:

- Omnitrans continues to comply with Title VI requirements to qualify for federal funds;
- The report shows that Omnitrans has followed federal regulations prohibiting discrimination against any population within the service area;
- The report demonstrates that Omnitrans equitably serves the low-income/minority population of the San Bernardino Valley—78% of the population within a pedestrian walking distance from Omnitrans fixed routes is low-income/minority which compares to a proportion of 70% low-income/minority for the county overall;
- The report shows that Omnitrans has demonstrated to the federal government commitment to serve minority and low income communities fairly;
- The report provides Omnitrans with a document it can keep on file until the next update in 2015. Any updates in the interim will be to show significant change in Omnitrans services.

BACKGROUND

The Civil Rights Act of 1964 requires any transit agency receiving Federal funding to demonstrate that it does not discriminate against minorities. Title VI regulations, as they are called, require a series of statements, documentation and projections to show compliance with their requirements. *Omnitrans Title VI Triennial Update, June 2012* contains the required information and is consistent with Federal Transit Administration Circular 4702.1a, *Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients* dated May 13, 2007.

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Reporting requirements include:

- An assurance that Omnitrans has followed and will continue to adhere to Title VI guidelines;
- An analysis of the impact current construction projects might have on minority communities;
- A discussion of service standards and policies and their effect on minority communities;
- A summary of the policies and procedures Omnitrans will follow to ensure continued compliance with Title VI;
- A listing of service changes made over the past three years and those proposed over the next three, with an evaluation of these changes and their likely impact on minorities.

Omnitrans Title VI Compliance Report contains the following key elements:

1. The report's purpose and a list of relevant regulations. The Civil Rights Act of 1964 mandated that minority communities receive the same access to transit services funded with federal dollars as non-minority communities. Serving its ridership means Omnitrans complies with Title VI regulations because its ridership is predominantly minority.
2. General information required by Title VI. Omnitrans must submit an assurance signed by the CEO/General Manager stating that the Agency has complied with Title VI over the past three years and will continue to do so over the next three. Omnitrans must also provide a summary of any lawsuits brought against the Agency alleging racial discrimination (there are currently none), summarize the pending financial assistance applications Omnitrans has pending with the FTA, submit assurance that the Agency has followed and will continue to follow Title VI requirements, and describe current construction projects and assess their likely impact on minority communities.
3. A discussion of Omnitrans' service standards and policies, including vehicle load, vehicle assignment, vehicle headway, transit amenities, and transit access, and their impact upon minority communities.
4. A short list of procedures Omnitrans will follow to ensure continued compliance with Title VI, including analyzing each service change using census data to determine whether or not it would have an unfair impact on minorities.
5. An analysis of service changes over the past three fiscal years and proposed changes over the next three fiscal years, with an assessment of their likely impact on minority communities.

Once *Omnitrans Title VI Compliance Report* is received by the Board of Directors, the CEO/General Manager will sign the certifications, and staff will submit the document to the Federal Transit Administration for approval.

CONCLUSION


Receive and file the 2012 *Title VI Compliance Report* which demonstrates Omnitrans' commitment to serve low income and minority communities in compliance with Federal guidelines.


MV:RK:JB:SB



DATE: June 6, 2012 **Item #F3**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager 

FROM: Wendy Williams, Director of Marketing 

SUBJECT: COLLEGE "GO SMART" PROGRAM AGREEMENTS

FORM MOTION

Authorize the CEO/General Manager to execute a revenue agreement with Crafton Hills College, Chaffey College and Valley College to allow enrolled students with valid college ID cards unlimited rides on fixed route services and a 20 percent discount on the purchase of Access one-way fare tickets (attached).

Omnitrans legal counsel has reviewed and approved these contracts.

BACKGROUND AND SUMMARY

With funding support from Omnitrans JPA members and participating local colleges, Omnitrans implemented a one-year pilot program offering "fare free" trips to students at California State University San Bernardino, Chaffey College, Crafton Hills College, and San Bernardino Valley College for the 2011-12 academic year. College students swiped their identification cards in Omnitrans fare boxes to validate their eligibility and to track student usage.

Student referendums were held at Chaffey College, San Bernardino Valley College and Crafton Hills College to approve student fees to continue the program beyond the pilot and at each college the Omnitrans transportation fee was approved by majority vote. Subsequently, the San Bernardino Community College District Board of Trustees, which oversees Crafton Hills and Valley Colleges, approved the revenue agreements on May 17, 2012. The Chaffey College Governing Board approved the revenue agreement on May 23, 2012.

FISCAL IMPACT

The agreements establish a five-year program with each partner college to collect student fees from each student in fall and spring semesters. Each college shall pay Omnitrans \$7.50 for every student who registers for at least six units and \$7.00 for every student who registers for less than

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Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

six units. No fees would be collected for summer sessions; students enrolled in the prior spring semester could continue to use Omnitrans with their valid college ID.

Based on current enrollment at Chaffey College, San Bernardino Valley College and Crafton Hills College, Omnitrans will generate approximately \$525,000 in Fiscal Year 2012-13. Omnitrans' financial analysis indicates that is comparable to what would be expected in the absence of such a program when only about four percent of college students used Omnitrans. Revenue growth from the Go Smart program will be generated by anticipated increased enrollments at partner colleges over the next five years.

CONCLUSION

Staff recommends that the Omnitrans Board of Directors authorize the CEO/General Manager to execute a revenue agreement with Crafton Hills College, Chaffey College and Valley College to allow enrolled students with valid college ID cards unlimited rides on fixed route services and a 20 percent discount on the purchase of Access one-way fare tickets.

MV: WW

**COLLEGE GO SMART REVENUE AGREEMENT
BETWEEN OMNITRANS AND CHAFFEY COLLEGE**

THIS AGREEMENT is made and entered into this 23rd day of May 2012, by and between Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, a joint powers AGENCY of the state of California (hereinafter referred to as "AGENCY") and Chaffey College (hereinafter referred to as "COLLEGE").

WITNESSETH:

In consideration of the services to be rendered by AGENCY and the compensation to be paid therefore by COLLEGE, as herein set forth, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK AND PAYMENT

- A. COLLEGE agrees to provide its students with student identification cards that contain magnetic encoding that is readable by the AGENCY'S bus fareboxes. The AGENCY must approve the proposed card(s) ensuring compatibility with its bus fareboxes.
- B. AGENCY shall allow any eligible COLLEGE student to ride all of AGENCY'S fixed route bus services at no charge during the period of this agreement. AGENCY shall allow any eligible COLLEGE student who is also pre-qualified to use AGENCY'S Access para-transit service to purchase Access one-way tickets at a twenty percent discount.
- a. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the following criteria:
- i. Possesses their own current, valid COLLEGE identification card bearing the approved magnetic stripe.
- ii. Is currently registered for more than zero (0) units during the current fall, or spring academic term of COLLEGE.
- iii. Is a student who has paid the transportation fee for the applicable term.
- b. The free ride period for students who were eligible during the previous term, but who do not meet the eligibility criteria for the following term, shall end two (2) weeks prior to the start of the next academic term.
- c. Students enrolled in the Spring term shall also be eligible for the subsequent summer term.
- d. Eligible students attempting to ride without their current, valid COLLEGE identification

- card will have to pay the applicable fare depending on the service and rider type as defined by Omnitrans fare policy.
- e. Any student who withdraws or is dismissed due to disciplinary action from the COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for the program regardless of fee payment.
 - f. COLLEGE identification cards and their accompanying AGENCY bus ridership privileges are not transferable to another person.
 - g. Only a student's most recently issued student identification card shall be valid. All others are null and void.
- C. COLLEGE may, at its own volition, display on its premises related advertising matter as may be supplied by AGENCY.
- D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by AGENCY and shall to the best of its ability furnish to the public complete and accurate information in accordance therewith.
- E. COLLEGE shall render Registered Student reports to AGENCY in spreadsheet format containing the student numbers of all registered students for the term, the number of the last student identification card issued to each student and the number of units each student is currently carrying to provide the basis for AGENCY to establish program eligibility and prevent fraud. These reports shall be placed onto COLLEGE'S FTP site, for AGENCY to download, no less than once a week on the same day of each week.
- F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and prevent fraudulent use of the COLLEGE student ID cards on AGENCY vehicles.
- G. COLLEGE shall pay AGENCY \$7.50 (Seven Dollars and Fifty cents) for every student who registers for at least six (6) units and \$7.00 (Seven Dollars) for every student who registers for less than six (6) units, for or during, each of the following academic terms; fall, and spring. This fee is payable to AGENCY unless the student withdraws, is dismissed due to disciplinary action, or decreases their number of units prior to the COLLEGE'S refund deadline.
- H. AGENCY shall issue COLLEGE an invoice at the beginning of each term to be paid by COLLEGE within sixty (60) days of receipt by COLLEGE. AGENCY'S invoice will be based on the COLLEGE'S documented enrollment, by number of academic units, for the term.
- I. AGENCY shall, on a monthly basis, provide COLLEGE with reports documenting the actual bus usage of holders of COLLEGE cards.

1
2 **ARTICLE 2. INDEPENDENT CONTRACTOR**

- 3 A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within
4 the meaning of any Workers' Compensation law, or any law which would entitle benefits
5 arising out of any state or federal unemployment or old age fund or similar law, or any right or
6 privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY,
7 by contract or otherwise, except as herein provided as to the sale of public transportation.
8 B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within
9 the meaning of any Workers' Compensation law, or any law which would entitle benefits
10 arising out of any state or federal unemployment or old age fund or similar law, or any right or
11 privilege extended by COLLEGE to its employees. AGENCY has no power to bind
12 COLLEGE, by contract or otherwise, except as herein provided as to the sale of public
13 transportation.

14
15 **ARTICLE 3. INDEMNITY**

- 16 A. COLLEGE shall be responsible for such COLLEGE cards held by it and shall indemnify and
17 hold the AGENCY harmless from any loss whatsoever to such COLLEGE cards and monies,
18 whether occasioned by theft or otherwise.
19 B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees
20 harmless from and against any and all liability, loss, expense (including reasonable attorney's
21 fees), or claims for injury or damages arising out of the performance of this agreement but only
22 in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for
23 injury or damages are caused by or result from the negligent or intentional acts or omissions of
24 COLLEGE, its officers, agents, or employees.
25 C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees
26 harmless from and against any and all liability, loss, expense (including reasonable attorney's
27 fees), or claims for injury or damages arising out of the performance of this agreement but only
28 in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for
29 injury or damages are caused by or result from the negligent or intentional acts or omissions of
30 AGENCY, its officers, agents, or employees.

31
32 **ARTICLE 4. INSPECTION OF RECORDS**

1 A. COLLEGE shall permit an authorized representative of AGENCY, during standard business
2 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
3 Agreement. COLLEGE shall make such items readily accessible, within five (5) business days,
4 to AGENCY during COLLEGE'S performance hereunder and for a period of four (4) years
5 from the date of final payment to AGENCY hereunder.

6 B. AGENCY shall permit an authorized representative of COLLEGE, during standard business
7 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
8 Agreement. AGENCY shall make such items readily accessible, within five (5) business days,
9 to COLLEGE during AGENCY'S performance hereunder and for a period of four (4) years
10 from the date of final payment from COLLEGE hereunder.

11 12 **ARTICLE 5. ASSIGNMENT**

13 This Agreement shall not be assigned or transferred by COLLEGE without AGENCY'S prior
14 written consent. The cards provided by COLLEGE to its students may not be assigned, transferred or
15 used by any person other than the individual who received the card. In the event of dissolution of the
16 COLLEGE PASS program, this agreement shall terminate.

17 18 **ARTICLE 6. MODIFICATION**

19 No modification of this Agreement shall be effective unless made in writing and signed by both
20 parties.

21 22 **ARTICLE 7. TERM**

23 This Agreement shall be effective beginning *August 1, 2012* and shall continue in full force and
24 effect until *July 31, 2017*, or until canceled by either party upon written notice to the other party at
25 least thirty (30) days prior to the effective date thereof. This agreement may be extended and or
26 renewed by mutual agreement, but must be confirmed in writing by the parties listed in Article 10
27 Notification, or their designee.

28 29 **ARTICLE 8. TERMINATION**

30 A. COLLEGE shall pay AGENCY its payment for all student transportation fees collected by
31 COLLEGE up to the date of termination. Thereafter AGENCY shall have no further claims
32 against COLLEGE under Agreement.

- 1 B. AGENCY may terminate this Agreement at any time for its convenience or for COLLEGE'S
2 default if COLLEGE breaches any material provision of this Agreement and fails to cure such
3 breach within ten (10) calendar days of receipt of written notice from AGENCY. If AGENCY
4 so terminates for default, then COLLEGE shall pay AGENCY its payment for all student
5 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
6 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
7 termination.
- 8 C. COLLEGE may terminate this Agreement at any time for its convenience or for AGENCY'S
9 default if AGENCY breaches any material provision of this Agreement and fails to cure such
10 breach within ten (10) calendar days of receipt of written notice from COLLEGE. If COLLEGE
11 so terminates for convenience, then COLLEGE shall pay AGENCY its payment for all student
12 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
13 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
14 termination.
- 15 D. COLLEGE may terminate this Agreement within thirty (30) days written notice to AGENCY if
16 the student body and the Board of Trustees vote to repeal the Transportation Fee.
- 17 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes
18 in service may defeat the purpose of this agreement. In such event, COLLEGE may terminate
19 this agreement for convenience. If COLLEGE so terminates, then COLLEGE shall pay
20 AGENCY its payment for all student transportation fees collected by COLLEGE up to the date
21 of termination.

22 23 **ARTICLE 9. SCHEDULING**

24 No provision of this Agreement shall be construed to require AGENCY to continue to operate
25 any bus service to or from the facility of COLLEGE or elsewhere during the term of this Agreement,
26 and it is expressly agreed that the AGENCY shall incur no liability to COLLEGE by reason of any
27 rerouting, rescheduling, discontinuance, or other changes in bus or other transit services operated by
28 the AGENCY. In the event that AGENCY does find the need to reroute, reschedule, discontinue or
29 otherwise make changes in bus or other transit services operated by AGENCY that would affect the
30 students of COLLEGE, when possible AGENCY will provide at least thirty (30) days notice to
31 COLLEGE of such change.

1 **ARTICLE 10. NOTIFICATION**

2 All notices hereunder and communications regarding the interpretation of the terms of this
3 Agreement, or changes thereto, shall be effected by delivery of said notices in person, via electronic
4 mail, or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt
5 requested, postage prepaid and addressed as follows:
6

7 **To College:**

8 Chaffey College
9 Instruction and Student Services
10 5885 N. Haven Avenue
11 Rancho Cucamonga, CA 91737
12 ATTENTION: Dr. Sherrie L. Guerrero
13 Vice President, Instruction and Student Services
14 Phone: 909-652-6133 Fax: 909-652-6138
15 email: sherrie.guerrero@chaffey.edu

16 with a copy to:

17
18 Chaffey College
19 Purchasing Services
20 ATTENTION: Purchasing Services Manager
21 5885 N. Haven Avenue,
22 Rancho Cucamonga, CA 91737
23 Fax: 909-652-6704
24

7 **To AGENCY:**

8 Omnitrans
9 Marketing Dept.
10 1700 West Fifth Street
11 San Bernardino, CA 92411
12 ATTENTION: Wendy Williams
13 Director of Marketing
14 Phone: 909-379-7151 Fax: 909-888-0524
15 Email: wendy.williams@omnitrans.org

25 **ARTICLE 11. COMPLETE AGREEMENT**

26 A. This Agreement and documents incorporated herein constitute the complete and exclusive
27 statement of the terms of the Agreement between AGENCY and COLLEGE and it supersedes
28 all prior representations, understandings, and communications regarding the services provided
29 hereunder. The invalidity in whole or in part of any provision of this Agreement shall not affect
30 the validity of other provisions. AGENCY'S failure to insist in any one or more instances upon
31 the performance of any term or terms of this Agreement shall not be construed as a waiver or
32 relinquishment of AGENCY'S right to such performance or to future performance of such a

term or terms, and COLLEGE'S obligation in respect thereto shall continue in full force and effect. Both parties agree time shall be of the essence under this agreement.

B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of COLLEGE'S right to such performance or to future performance of such a term or terms, and AGENCY'S obligation in respect thereto shall continue in full force and effect.

C. Changes hereto shall not be binding upon AGENCY except when specifically confirmed in writing by an authorized member of AGENCY'S Marketing Department. The issuance of information, advice, approvals, or instructions by AGENCY'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect AGENCY'S and COLLEGE'S rights and obligations hereunder.

D. Similarly, changes hereto shall not be binding upon COLLEGE except when specifically confirmed in writing, approved by COLLEGE'S Board of Trustees, as appropriate, and signed by COLLEGE'S Vice President, Business Operations, or designee. The issuance of information, advice, approvals, or instructions by COLLEGE'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect COLLEGE'S and AGENCY'S rights and obligations hereunder.

ARTICLE 12. GOVERNING LAW AND VENUE

The laws of the State of California, without regard to any conflicts of law provisions, shall govern any action or claim arising out of this agreement. The parties agree that the venue for any action or claim arising out of or related to this agreement shall be San Bernardino County. If any action or claim concerning this agreement is brought by a third party, the parties agree to use their best efforts to obtain a change of venue to San Bernardino County.

ARTICLE 13. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

OMNITRANS

By _____

Milo Victoria

CEO, General Manager

APPROVED AS TO FORM:

By _____

Carol Greene

County Counsel

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OMNITRANS

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT FOR THE SAN BERNARDINO VALLEY COLLEGE CAMPUS

THIS AGREEMENT is made and entered into this 17th day of May 2012, by and between the Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, a joint powers AGENCY of the state of California (hereinafter referred to as "AGENCY") and San Bernardino Community College District for the San Bernardino Valley College Campus (hereinafter referred to as "COLLEGE").

In consideration of the services to be rendered by AGENCY and the compensation to be paid therefore by COLLEGE, as herein set forth, the parties agree as follows:

- A. COLLEGE agrees to provide its students with cards that contain magnetic encoding that is readable by the AGENCY'S bus fareboxes. The AGENCY must approve the proposed card(s) ensuring compatibility with its bus fareboxes.
- B. AGENCY shall allow any eligible COLLEGE student to ride all of AGENCY'S fixed route bus services at no charge during the period of this agreement. AGENCY shall allow any eligible COLLEGE student who is also pre-qualified to use AGENCY'S Access para-transit service to purchase Access one-way tickets at a twenty (20) percent discount.
 - a. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the following criteria:
 - i. Possesses their own current, valid COLLEGE identification card bearing the approved magnetic stripe.
 - ii. Is currently registered for more than zero (0) units during the current fall, or spring academic term of COLLEGE.
 - iii. Is a student who has paid the transportation fee for the applicable term.
 - b. The free ride period for students who were eligible during the previous term, but who do

- not meet the eligibility criteria for the following term, shall end two (2) weeks prior to the start of the next academic term.
- c. Students enrolled in the Spring term shall also be eligible for the subsequent summer term.
 - d. Eligible students attempting to ride without their current, valid COLLEGE identification card will have to pay the applicable fare depending on the service and rider type as defined by Omnitrans fare policy.
 - e. Any student who withdraws from the COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for the program regardless of fee payment.
 - f. COLLEGE identification cards and their accompanying AGENCY bus ridership privileges are not transferable to another person.
 - g. Only a student's most recently issued student identification card shall be valid. All others are null and void.
- C. COLLEGE may, at its own volition, display on its premises related advertising matter as may be supplied by AGENCY.
- D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by AGENCY and shall to the best of its ability furnish to the public complete and accurate information in accordance therewith.
- E. COLLEGE shall render Registered Student reports to AGENCY in spreadsheet format containing the student numbers of all registered students for the term, the number of the last student identification card issued to each student and the number of units each student is currently carrying to provide the basis for AGENCY to establish program eligibility and prevent fraud. These reports shall be placed onto COLLEGE'S FTP site, for AGENCY to download, no less than once a week on the same day of each week.
- F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and prevent fraudulent use of the COLLEGE student ID cards on AGENCY vehicles.
- G. COLLEGE shall pay AGENCY \$7.50 (Seven Dollars and Fifty cents) for every student who registers for at least six (6) units and \$7.00 (Seven Dollars) for every student who registers for less than six (6) units, for or during, each of the following academic terms; fall, and spring. This fee is payable to AGENCY unless the student withdraws or decreases their number of units prior to the COLLEGE'S refund deadline.
- H. AGENCY shall issue COLLEGE an invoice at the beginning of each term to be paid by COLLEGE within sixty (60) days of receipt. AGENCY'S invoice will be based on the

COLLEGE'S documented enrollment, by number of academic units, for the term.

- I. AGENCY shall, on a monthly basis, provide COLLEGE with reports documenting the actual bus usage of holders of COLLEGE cards. This report will be included with the monthly invoice.

ARTICLE 2. INDEPENDENT CONTRACTOR

- A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY, by contract or otherwise, except as herein provided as to the sale of public transportation.
- B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by COLLEGE to its employees. AGENCY has no power to bind COLLEGE, by contract or otherwise, except as herein provided as to the sale of public transportation.

ARTICLE 3. INDEMNITY

- A. COLLEGE shall be responsible for such COLLEGE cards held by it and shall indemnify and hold the AGENCY harmless from any loss whatsoever to such COLLEGE cards and monies, whether occasioned by theft or otherwise.
- B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COLLEGE, its officers, agents, or employees.
- C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for

1 injury or damages are caused by or result from the negligent or intentional acts or omissions of
2 AGENCY, its officers, agents, or employees.

3
4 **ARTICLE 4. INSPECTION OF RECORDS**

5 A. COLLEGE shall permit an authorized representative of AGENCY, during standard business
6 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
7 Agreement. COLLEGE shall make such items readily accessible, within five (5) business days,
8 to AGENCY during COLLEGE'S performance hereunder and for a period of four (4) years
9 from the date of final payment to AGENCY hereunder.

10 B. AGENCY shall permit an authorized representative of COLLEGE, during standard business
11 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
12 Agreement. AGENCY shall make such items readily accessible, within five (5) business days,
13 to COLLEGE during AGENCY'S performance hereunder and for a period of four (4) years
14 from the date of final payment from COLLEGE hereunder.

15
16 **ARTICLE 5. ASSIGNMENT**

17 This Agreement shall not be assigned or transferred by COLLEGE without AGENCY'S prior
18 written consent. The cards provided by COLLEGE to its students may not be assigned, transferred or
19 used by any person other than the individual who received the card. In the event of dissolution of the
20 COLLEGE PASS program, this agreement shall terminate.

21
22 **ARTICLE 6. MODIFICATION**

23 No modification of this Agreement shall be effective unless made in writing and signed by both
24 parties.

25
26 **ARTICLE 7. TERM**

27 This Agreement shall be effective beginning *August 1, 2012* and shall continue in full force and
28 effect until *July 31, 2017*, or until canceled by either party upon written notice to the other party at
29 least thirty (30) days prior to the effective date thereof. This agreement may be extended and or
30 renewed by mutual agreement, but must be confirmed in writing by the parties listed in Article 10
31 Notification, or their designee.

1 **ARTICLE 8. TERMINATION**

- 2 A. COLLEGE shall pay AGENCY its payment for all student transportation fees collected by
3 COLLEGE up to the date of termination. Thereafter AGENCY shall have no further claims
4 against COLLEGE under Agreement.
- 5 B. AGENCY may terminate this Agreement at any time for its convenience or for COLLEGE'S
6 default if COLLEGE breaches any material provision of this Agreement and fails to cure such
7 breach within ten (10) calendar days of receipt of written notice from AGENCY. If AGENCY
8 so terminates for default, then COLLEGE shall pay AGENCY its payment for all student
9 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
10 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
11 termination.
- 12 C. COLLEGE may terminate this Agreement at any time for AGENCY'S default if AGENCY
13 breaches any material provision of this Agreement and fails to cure such breach within ten (10)
14 calendar days of receipt of written notice from COLLEGE. If COLLEGE so terminates
15 for default, then COLLEGE shall pay AGENCY its payment for all student transportation fees
16 collected by COLLEGE up to the date of termination. That payment shall be provided in full to
17 AGENCY within thirty (30) calendar days of receipt of the notice of termination.
- 18 D. COLLEGE may terminate this Agreement within thirty (30) days written notice to AGENCY if
19 the student body and the Board of Trustees vote to repeal the Transportation Fee.
- 20 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes
21 in service may defeat the purpose of this agreement. In such event, COLLEGE may terminate
22 this agreement for convenience. If COLLEGE so terminates, then COLLEGE shall pay
23 AGENCY its payment for all student transportation fees collected by COLLEGE up to the date
24 of termination.

25
26 **ARTICLE 9. SCHEDULING**

27 No provision of this Agreement shall be construed to require AGENCY to continue to operate
28 any bus service to or from the facility of COLLEGE or elsewhere during the term of this Agreement,
29 and it is expressly agreed that the AGENCY shall incur no liability to COLLEGE by reason of any
30 rerouting, rescheduling, discontinuance, or other changes in bus or other transit services operated by
31 the AGENCY. In the event that AGENCY does find the need to reroute, reschedule, discontinue or
32 otherwise make changes in bus or other transit services operated by AGENCY that would affect the

1 students of COLLEGE, when possible AGENCY will provide at least thirty (30) days notice to
2 COLLEGE of such change.

3
4 **ARTICLE 10. NOTIFICATION**

5 All notices hereunder and communications regarding the interpretation of the terms of this
6 Agreement, or changes thereto, shall be effected by delivery of said notices in person, via electronic
7 mail, or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt
8 requested, postage prepaid and addressed as follows:

9
10 **To College:**

11 San Bernardino Community College District
12 Business Services
13 114 S. Del Rosa Drive
14 San Bernardino, CA 92408

15 **ATTENTION:** Steven J. Sutorus

16 Business Manager

17 Phone: 909-382-4031 Fax: 909-382-0174

18 email: ssutorus@sbccd.edu
19

20 **To AGENCY:**

OmniTrans
Procurement Dept.
1700 West Fifth Street
San Bernardino, CA 92411

21 **ARTICLE 11. COMPLETE AGREEMENT**

22 A. This Agreement and documents incorporated herein constitute the complete and exclusive
23 statement of the terms of the Agreement between AGENCY and COLLEGE and it supersedes
24 all prior representations, understandings, and communications regarding the services provided
25 hereunder. The invalidity in whole or in part of any provision of this Agreement shall not affect
26 the validity of other provisions. AGENCY'S failure to insist in any one or more instances upon
27 the performance of any term or terms of this Agreement shall not be construed as a waiver or
28 relinquishment of AGENCY'S right to such performance or to future performance of such a
29 term or terms, and COLLEGE'S obligation in respect thereto shall continue in full force and
effect. Both parties agree time shall be of the essence under this agreement.

30 B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of
31 any term or terms of this Agreement shall not be construed as a waiver or relinquishment of
32 COLLEGE'S right to such performance or to future performance of such a term or terms, and

1 AGENCY'S obligation in respect thereto shall continue in full force and effect.

2 C. Changes hereto shall not be binding upon AGENCY except when specifically confirmed in
3 writing by an authorized member of AGENCY'S Purchasing Department. The issuance of
4 information, advice, approvals, or instructions by AGENCY'S technical personnel or other
5 representatives shall be deemed expressions of personal opinions only and shall not affect
6 AGENCY'S and COLLEGE'S rights and obligations hereunder.

7 D. Similarly, changes hereto shall not be binding upon COLLEGE except when specifically
8 confirmed in writing, approved by COLLEGE'S Board of Trustees, and signed by
9 COLLEGE'S Vice President, Business Services, or designee. The issuance of information,
10 advice, approvals, or instructions by COLLEGE'S technical personnel or other representatives
11 shall be deemed expressions of personal opinions only and shall not affect COLLEGE'S and
12 AGENCY'S rights and obligations hereunder.

13
14 **ARTICLE 12. GOVERNING LAW AND VENUE**

15 The laws of the State of California, without regard to any conflicts of law provisions, shall
16 govern any action or claim arising out of this agreement. The parties agree that the venue for any
17 action or claim arising out of or related to this agreement shall be San Bernardino County. If any
18 action or claim concerning this agreement is brought by a third party, the parties agree to use their
19 best efforts to obtain a change of venue to San Bernardino County.

20
21 **ARTICLE 13. FORCE MAJEURE**

22 Either party shall be excused from performing its obligations under this Agreement during the time
23 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control
24 including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
25 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
26 material act of omission by the other party; when satisfactory evidence of such cause is presented to the
27 other party, and provided further that such nonperformance is unforeseeable, beyond the control and is
28 not due to the fault or negligence of the party not performing.

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on
2 the day and year first above written.

3
4 **COLLEGE**

OMNITRANS

5
6
7 By _____

By _____

8 Steven J. Sutorus
9 Business Manager
10 Fiscal Services

Milo Victoria
CEO, General Manager

11
12 **APPROVED AS TO FORM:**

13
14
15 By _____

16 Carol Greene
17 County Counsel
18

1 **COLLEGE GO SMART REVENUE AGREEMENT**

2 **BETWEEN**

3 **OMNITRANS**

4 **AND**

5 **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT FOR THE CRAFTON HILLS**
6 **COLLEGE CAMPUS**

7
8 **THIS AGREEMENT** is made and entered into this 17th day of May 2012, by and between the
9 Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, a joint powers AGENCY of the state
10 of California (hereinafter referred to as "AGENCY") and San Bernardino Community College
11 District for the Crafton Hills College Campus (hereinafter referred to as "COLLEGE").
12

13 **WITNESSETH:**

14 In consideration of the services to be rendered by AGENCY and the compensation to be paid
15 therefore by COLLEGE, as herein set forth, the parties agree as follows:
16

17 **ARTICLE 1. STATEMENT OF WORK AND PAYMENT**

- 18 A. COLLEGE agrees to provide its students with cards that contain magnetic encoding that is
19 readable by the AGENCY'S bus fareboxes. The AGENCY must approve the proposed card(s)
20 ensuring compatibility with its bus fareboxes.
- 21 B. AGENCY shall allow any eligible COLLEGE student to ride all of AGENCY'S fixed route bus
22 services at no charge during the period of this agreement. AGENCY shall allow any eligible
23 COLLEGE student who is also pre-qualified to use AGENCY'S Access para-transit service to
24 purchase Access one-way tickets at a twenty (20) percent discount.
- 25 a. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the
26 following criteria:
- 27 i. Possesses their own current, valid COLLEGE identification card bearing the
28 approved magnetic stripe.
- 29 ii. Is currently registered for more than zero (0) units during the current fall,
30 or spring academic term of COLLEGE.
- 31 iii. Is a student who has paid the transportation fee for the applicable term.
- 32 b. The free ride period for students who were eligible during the previous term, but who do

- not meet the eligibility criteria for the following term, shall end two (2) weeks prior to the start of the next academic term.
- c. Students enrolled in the Spring term shall also be eligible for the subsequent summer term.
 - d. Eligible students attempting to ride without their current, valid COLLEGE identification card will have to pay the applicable fare depending on the service and rider type as defined by Omnitrans fare policy.
 - e. Any student who withdraws from the COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for the program regardless of fee payment.
 - f. COLLEGE identification cards and their accompanying AGENCY bus ridership privileges are not transferable to another person.
 - g. Only a student's most recently issued student identification card shall be valid. All others are null and void.
- C. COLLEGE may, at its own volition, display on its premises related advertising matter as may be supplied by AGENCY.
- D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by AGENCY and shall to the best of its ability furnish to the public complete and accurate information in accordance therewith.
- E. COLLEGE shall render Registered Student reports to AGENCY in spreadsheet format containing the student numbers of all registered students for the term, the number of the last student identification card issued to each student and the number of units each student is currently carrying to provide the basis for AGENCY to establish program eligibility and prevent fraud. These reports shall be placed onto COLLEGE'S FTP site, for AGENCY to download, no less than once a week on the same day of each week.
- F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and prevent fraudulent use of the COLLEGE student ID cards on AGENCY vehicles.
- G. COLLEGE shall pay AGENCY \$7.50 (Seven Dollars and Fifty cents) for every student who registers for at least six (6) units and \$7.00 (Seven Dollars) for every student who registers for less than six (6) units, for or during, each of the following academic terms; fall, and spring. This fee is payable to AGENCY unless the student withdraws or decreases their number of units prior to the COLLEGE'S refund deadline.
- H. AGENCY shall issue COLLEGE an invoice at the beginning of each term to be paid by COLLEGE within sixty (60) days of receipt. AGENCY'S invoice will be based on the

COLLEGE'S documented enrollment, by number of academic units, for the term.

- I. AGENCY shall, on a monthly basis, provide COLLEGE with reports documenting the actual bus usage of holders of COLLEGE cards. This report will be included with the monthly invoice.

ARTICLE 2. INDEPENDENT CONTRACTOR

- A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY, by contract or otherwise, except as herein provided as to the sale of public transportation.
- B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by COLLEGE to its employees. AGENCY has no power to bind COLLEGE, by contract or otherwise, except as herein provided as to the sale of public transportation.

ARTICLE 3. INDEMNITY

- A. COLLEGE shall be responsible for such COLLEGE cards held by it and shall indemnify and hold the AGENCY harmless from any loss whatsoever to such COLLEGE cards and monies, whether occasioned by theft or otherwise.
- B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COLLEGE, its officers, agents, or employees.
- C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for

1 injury or damages are caused by or result from the negligent or intentional acts or omissions of
2 AGENCY, its officers, agents, or employees.
3

4 **ARTICLE 4. INSPECTION OF RECORDS**

- 5 A. COLLEGE shall permit an authorized representative of AGENCY, during standard business
6 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
7 Agreement. COLLEGE shall make such items readily accessible, within five (5) business days,
8 to AGENCY during COLLEGE'S performance hereunder and for a period of four (4) years
9 from the date of final payment to AGENCY hereunder.
- 10 B. AGENCY shall permit an authorized representative of COLLEGE, during standard business
11 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
12 Agreement. AGENCY shall make such items readily accessible, within five (5) business days,
13 to COLLEGE during AGENCY'S performance hereunder and for a period of four (4) years
14 from the date of final payment from COLLEGE hereunder.

15 16 **ARTICLE 5. ASSIGNMENT**

17 This Agreement shall not be assigned or transferred by COLLEGE without AGENCY'S prior
18 written consent. The cards provided by COLLEGE to its students may not be assigned, transferred or
19 used by any person other than the individual who received the card. In the event of dissolution of the
20 COLLEGE PASS program, this agreement shall terminate.

21 22 **ARTICLE 6. MODIFICATION**

23 No modification of this Agreement shall be effective unless made in writing and signed by both
24 parties.
25

26 **ARTICLE 7. TERM**

27 This Agreement shall be effective beginning *August 1, 2012* and shall continue in full force and
28 effect until *July 31, 2017*, or until canceled by either party upon written notice to the other party at
29 least thirty (30) days prior to the effective date thereof. This agreement may be extended and or
30 renewed by mutual agreement, but must be confirmed in writing by the parties listed in Article 10
31 Notification, or their designee.
32

1 **ARTICLE 8. TERMINATION**

- 2 A. COLLEGE shall pay AGENCY its payment for all student transportation fees collected by
3 COLLEGE up to the date of termination. Thereafter AGENCY shall have no further claims
4 against COLLEGE under Agreement.
- 5 B. AGENCY may terminate this Agreement at any time for its convenience or for COLLEGE'S
6 default if COLLEGE breaches any material provision of this Agreement and fails to cure such
7 breach within ten (10) calendar days of receipt of written notice from AGENCY. If AGENCY
8 so terminates for default, then COLLEGE shall pay AGENCY its payment for all student
9 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
10 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
11 termination.
- 12 C. COLLEGE may terminate this Agreement at any time for AGENCY'S default if AGENCY
13 breaches any material provision of this Agreement and fails to cure such breach within ten (10)
14 calendar days of receipt of written notice from COLLEGE. If COLLEGE so terminates
15 for default, then COLLEGE shall pay AGENCY its payment for all student transportation fees
16 collected by COLLEGE up to the date of termination. That payment shall be provided in full to
17 AGENCY within thirty (30) calendar days of receipt of the notice of termination.
- 18 D. COLLEGE may terminate this Agreement within thirty (30) days written notice to AGENCY if
19 the student body and the Board of Trustees vote to repeal the Transportation Fee.
- 20 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes
21 in service may defeat the purpose of this agreement. In such event, COLLEGE may terminate
22 this agreement for convenience. If COLLEGE so terminates, then COLLEGE shall pay
23 AGENCY its payment for all student transportation fees collected by COLLEGE up to the date
24 of termination.

25
26 **ARTICLE 9. SCHEDULING**

27 No provision of this Agreement shall be construed to require AGENCY to continue to operate
28 any bus service to or from the facility of COLLEGE or elsewhere during the term of this Agreement,
29 and it is expressly agreed that the AGENCY shall incur no liability to COLLEGE by reason of any
30 rerouting, rescheduling, discontinuance, or other changes in bus or other transit services operated by
31 the AGENCY. In the event that AGENCY does find the need to reroute, reschedule, discontinue or
32 otherwise make changes in bus or other transit services operated by AGENCY that would affect the

1 students of COLLEGE, when possible AGENCY will provide at least thirty (30) days notice to
2 COLLEGE of such change.

3
4 **ARTICLE 10. NOTIFICATION**

5 All notices hereunder and communications regarding the interpretation of the terms of this
6 Agreement, or changes thereto, shall be effected by delivery of said notices in person, via electronic
7 mail, or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt
8 requested, postage prepaid and addressed as follows:

9
10 **To College:**

11 San Bernardino Community College District
12 Business Services
13 114 S. Del Rosa Drive
14 San Bernardino, CA 92408

15 **ATTENTION:** Steven J. Sutorus
16 Business Manager

17 Phone: 909-382-4031 Fax: 909-382-0174

18 email: ssutorus@sbccd.edu
19

To AGENCY:

Omnitrans
Procurement Dept.
1700 West Fifth Street
San Bernardino, CA 92411

20 **ARTICLE 11. COMPLETE AGREEMENT**

21 A. This Agreement and documents incorporated herein constitute the complete and exclusive
22 statement of the terms of the Agreement between AGENCY and COLLEGE and it supersedes
23 all prior representations, understandings, and communications regarding the services provided
24 hereunder. The invalidity in whole or in part of any provision of this Agreement shall not affect
25 the validity of other provisions. AGENCY'S failure to insist in any one or more instances upon
26 the performance of any term or terms of this Agreement shall not be construed as a waiver or
27 relinquishment of AGENCY'S right to such performance or to future performance of such a
28 term or terms, and COLLEGE'S obligation in respect thereto shall continue in full force and
29 effect. Both parties agree time shall be of the essence under this agreement.

30 B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of
31 any term or terms of this Agreement shall not be construed as a waiver or relinquishment of
32 COLLEGE'S right to such performance or to future performance of such a term or terms, and

1 AGENCY'S obligation in respect thereto shall continue in full force and effect.

2 C. Changes hereto shall not be binding upon AGENCY except when specifically confirmed in
3 writing by an authorized member of AGENCY'S Purchasing Department. The issuance of
4 information, advice, approvals, or instructions by AGENCY'S technical personnel or other
5 representatives shall be deemed expressions of personal opinions only and shall not affect
6 AGENCY'S and COLLEGE'S rights and obligations hereunder.

7 D. Similarly, changes hereto shall not be binding upon COLLEGE except when specifically
8 confirmed in writing, approved by COLLEGE'S Board of Trustees, and signed by
9 COLLEGE'S Vice President, Business Services, or designee. The issuance of information,
10 advice, approvals, or instructions by COLLEGE'S technical personnel or other representatives
11 shall be deemed expressions of personal opinions only and shall not affect COLLEGE'S and
12 AGENCY'S rights and obligations hereunder.

13 14 **ARTICLE 12. GOVERNING LAW AND VENUE**

15 The laws of the State of California, without regard to any conflicts of law provisions, shall
16 govern any action or claim arising out of this agreement. The parties agree that the venue for any
17 action or claim arising out of or related to this agreement shall be San Bernardino County. If any
18 action or claim concerning this agreement is brought by a third party, the parties agree to use their
19 best efforts to obtain a change of venue to San Bernardino County.

20 21 **ARTICLE 13. FORCE MAJEURE**

22 Either party shall be excused from performing its obligations under this Agreement during the time
23 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control
24 including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
25 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
26 material act of omission by the other party; when satisfactory evidence of such cause is presented to the
27 other party, and provided further that such nonperformance is unforeseeable, beyond the control and is
28 not due to the fault or negligence of the party not performing.

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on
2 the day and year first above written.

3
4 **COLLEGE**

OMNITRANS

5
6
7 By _____

By _____

8 Steven J. Sutorus
9 Business Manager
10 Fiscal Services

Milo Victoria
CEO, General Manager

11
12 **APPROVED AS TO FORM:**

13
14
15 By _____

16 Carol Greene
17 County Counsel
18



DATE: June 6, 2012 **Item #F4**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Jennifer M. Sims, Director of Procurement *JS*

**SUBJECT: AUTHORIZE AMENDMENT 2, RFP-FIN07-2;
AUTHORIZE RELEASE, RFP-FIN13-19,
BANKING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to execute Amendment No. 2 to extend Contract RFP-FIN07-2, to Union Bank of Los Angeles, California, for the provision of Banking Services for three months through September 30, 2012; and

Authorize the CEO/General Manager to release Request for Proposals RFP-FIN13-19, for the provision of Banking Services. The resultant agreement will be for three (3) base years, with two (2) single-option years, beginning October 1, 2012 and ending no later than June 30, 2017.

BACKGROUND AND ANALYSIS

The contract resulting from this solicitation will replace the current contract that would otherwise expire June 30, 2012. The extension requested through September 30, 2012, at a cost of approximately \$2,000 per month, will cover the additional time necessary to solicit, award, and transition to a new contract to provide banking services.

Omnitrans utilizes the services of a qualified firm to provide banking services including online services, lines of credit, tax deposit services, deposits, stop payments, and many other general banking services. Should the incumbent not be recommended for award, the extension will provide sufficient time to transition to the successful firm and ensure no lapse in service.

In accordance with Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization is required to release Request for Proposals for procurements for goods/services exceeding \$100,000.

FUNDING

The required services are budgeted in the Finance Department's Operating Budget for Fiscal Year 2013 and funding for the future years will be included in Fiscal Year 2014 through 2017 Operating Budget.

Department 1800
Expenditure Codes 509250

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

CONCLUSION

For the above reasons, staff requests that the Board of Directors authorize the CEO/General Manager to execute Amendment No. 2 to extend Contract RFP-FIN07-2, to Union Bank of Los Angeles, California, for the provision of Banking Services for three months through September 30, 2012; and

Authorize the CEO/General Manager to release Request for Proposals RFP-FIN13-19, for the provision of Banking Services. The resultant agreement will be for three (3) base years, with two (2) single-option years, beginning October 1, 2012 and ending no later than June 30, 2017.

MV:JC

AMENDMENT NO. 2 TO CONTRACT NO. RFP-FIN07-2

BETWEEN

OMNITRANS

AND

UNION BANK OF CALIFORNIA

For Banking Services

This Contract Amendment, effective June 6, 2012 is entered into by and between Omnitrans (hereinafter called "Agency") and Union Bank (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Agency and Contractor have entered into Contract No. RFP-FIN07-2 on July 1, 2007.
- II. The Agency hereby amends the Contract under Amendment No. 2 to extend the period of performance from June 30, 2012 to September 30, 2012.

NOW THEREFORE, AGENCY and CONTRACTOR hereby amend their Contract as follows:

1. Period of performance is extended by three (3) months to September 30, 2012.

All other terms and conditions remain unchanged.

III. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 effective as of the day and year first therein above written.

OMNITRANS

UNION BANK OF CALIFORNIA

Milo Victoria
Chief Executive Officer

Eileen Perez
Vice President



DATE: June 6, 2012 **Item #F5**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Jennifer M. Sims, Director of Procurement *JS*

SUBJECT: AUTHORIZE CHANGE ORDER 4, OPS10-23, PARATRANSIT SERVICES

FORM MOTION

Authorize the CEO/General Manager to execute Change Order No. 4 to Contract OPS10-23, Paratransit Services, with First Transit, Inc., of Cincinnati, OH, to increase the agreement by \$610,158, for a new total not-to-exceed amount of \$17,315,925, for the two-year base period of September 1, 2010, through August 31, 2012. The increase is necessary to support the increase in Access demand through August 31, 2012 and to fund the OmniGo service provided during the months of July and August 2012.

BACKGROUND AND ANALYSIS

The purchased transportation contract spans a term different than Omnitrans' fiscal year, beginning September 1, 2010, and ending August 31, 2012. Change Order No. 2, approved by the Board on April 4, 2012, amended the scope to add the OmniGo service to the contract with funded amounts through August 31, 2012. However, the increase was only sufficient to provide service through June 30, 2012. Change Order No. 3, executed by the CEO, modified the insurance requirements. Contract Change Order No. 4 corrects the error in change order No. 2 by increasing the contract value to support the OmniGo service for the months of July and August, 2012, using approved budget amounts for FY13. OmniGo will operate for 4,471 service hours during this period at a cost of \$168,000.

Access continues to experience increased demand and currently there is no indication that the increasing demand will slow. In FY11, the number of applications received for the Access program grew by over 24% compared to FY10, and is projected to increase an additional 21% in FY12. Approximately 60% of these applications are new applicants, 25% are renewal applicants, and 15% are visitors from other agencies.

Overall, Access demand year-to-date for FY12 has increased by 7.11%. An increase of \$442,158 to the contract value is necessary to cover costs of the increased demand through August 31, 2012.

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Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

Based on the projected increase in demand, it is likely that during FY13 a return to the Board of Directors to approve an increase in the budget authority may be necessary.

The changes are:

DESCRIPTION	CONTRACT YEAR	AMOUNT
Current Contract Amount	Base Years 1 & 2	\$16,705,767
OmniGo for July and August of FY13	Base Year 2	\$ 168,000
Increased Access Service for FY12 and for July and August of FY13	Base Years 1 & 2	\$ 442,158
Total Value of Additional Services		\$ 610,158
New Contract Total	Base Years 1 & 2	\$17,315,925

FUNDING

The required services are budgeted in the Operations Department's Operating budgets for Fiscal Years 2012 and 2013.

Department Number 2110
Department Number 2500
Expenditure Code 508220




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

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

CONCLUSION

For the above reasons, staff requests that the Board of Directors authorize the CEO/General Manager to execute Change Order No. 4 to Contract OPS10-23, Paratransit Services, with First Transit, Inc., of Cincinnati, OH, to increase the agreement by \$610,158, for a new total not-to-exceed amount of \$17,315,925, for the two-year base period of September 1, 2010, through August 31, 2012. The increase is necessary to support the increase in Access demand through August 31, 2012 and to fund the OmniGo service provided during the months of July and August 2012.

MV/SG/CV

 Omnitrans STANDARD CONTRACT 1700 West Fifth Street San Bernardino CA 92411	<input type="checkbox"/> New	CHANGE ORDER 4				Contract Number OPS10-23
	<input checked="" type="checkbox"/> Change					
	<input type="checkbox"/> Cancel					
	Omnitrans Department OPERATIONS		Dept. No. 2110, 2500		Project PARATRANSIT SERVICES	
	Omnitrans Procurement Representative Christine Van Matre		Telephone 909-379-7122		Total Contract Amount Not To Exceed \$17,315,925	
	Contract Type: Service					
		Contract Start Date: September 1, 2010	Contract End Date: August 31, 2012	Previous Amount Not to Exceed \$16,705,767	Amended Amount \$610,158	

THIS CHANGE ORDER NUMBER 4 is hereby issued on _____, 2012 and is agreed upon by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

Name

First Transit, Inc.

Address

7581 Willow Drive, Suite 103

Tempe, Arizona 85283

Telephone

480-456-5600 x13

Federal ID No.

23-1716119

hereinafter

called

Contractor

1. Scope of Changes. This Change Order No. 4 to Contract OPS10-23 is based on:

- Add OmniGo service for July and August of FY13 to end of base year contract.
- Increase Access Service due to 7.11% increase in demand for FY12 and July and August of FY13 to end of base year contract.

2. Breakdown of the net impact of this Change Order No. 4 is as follows:

DESCRIPTION	YEAR	AMOUNT
4,741 additional service hours for OmniGo for July and August FY13	Base Year 2	\$168,000
Demand increase by 7.11% for Access Service FY12 and July and August FY13	Base Year 2	\$442,158

Value of Additional Services

\$610,158

- Total increase due to this Change Order is \$610,158.
- The net impact of this Change Order is an increase in the Contract amount by \$610,158 from the previous not-to-exceed contract amount of \$16,705,767 to a new not-to-exceed contract amount of \$17,315,925.

2. **Terms.** Except where they may have been amended by subsequent Amendments and or Change Orders, all original Terms and Conditions of this Contract OPS10-23 shall remain in effect.
3. **Instructions.** Print two copies, sign both originals of this document, and return both signed originals to Omnitrans' Contracts Specialist within ten (10) business days, addressed as follows:

Omnitrans
Attn: Christine Van Matre – Procurement Department
1700 W. Fifth Street
San Bernardino, CA 92411

This Change Order is executed upon signature by Omnitrans' CEO/General Manager. One signed original will be returned to Contractor.

IN WITNESS WHEREOF, Omnitrans and the Contractor have each caused this Change Order to be subscribed by its respective duly authorized officers on its respective behalf.

OMNITRANS

FIRST TRANSIT, INC.

Milo Victoria, CEO/General Manager

By _____
(Authorized signature – **sign in blue ink**)

Dated _____

Name _____ Nick Promponas
(Print or type name of person signing contract)

Title _____ Sr. Vice President
(Print or Type)

Dated _____



DATE: June 6, 2012 **Item #F6**

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Jennifer M. Sims, Director of Procurement *JS*

SUBJECT: AUTHORIZE RELEASE, IFB-SAS12-17, I-STREET EMERGENCY GENERATOR AND BLOCK WALL

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-SAS12-17 for the provision of an emergency diesel generator and construction of a block-wall enclosure at the I-Street location.

BACKGROUND AND ANALYSIS

Omnitrans' staff identified key elements of existing vital security systems that are below current standards. These include upgrades to the public address and the card reader access systems for the East Valley, West Valley and I-Street facilities and an emergency power system at Omnitrans' I-Street facility. IFBs for the public address and the card reader access projects will be submitted to the Board for authorization to release at a future date.

Currently, there is no emergency power system at the I-Street facility. This places the Agency at risk of service interruption in the event of a power outage. The project includes the purchase and installation of a diesel generator and the construction of a surrounding block wall.

Staff has determined that Omnitrans' needs at the I-Street facility are best served with a diesel generator. The diesel generator specifications meet both the EPA and SCAQMD emission standards. During the design phase the use of a natural gas fueled generator was considered, but it does not generate as much power as the diesel, has a shorter life expectancy, and most importantly, earthquakes can disrupt the flow of natural gas lines, rendering the emergency generator inoperative during this type of crisis.

In accordance with Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement is required to release Invitation for Bids for procurements for goods/services exceeding \$100,000. The Independent Cost Estimate for this project is \$125,000.

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Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

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FUNDING SOURCE

Funding for this procurement is as follows:

FUNDING	GRANT #	FISCAL YEAR	PROJECT NAME
PROP 1B	6061-0002	2008	Facilities Security Enhancements

ASW

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

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

PROPOSED TIME LINE

June 6, 2012:	Invitation for Bids (IFB) available
June 19, 2012 – 9:00 a.m. PDT:	Prebid Meeting and Job Walk
June 27, 2012 – 5:00 p.m. PDT:	Requests for Information (RFI), Clarification, and Approved Equal Deadline
July 10, 2012 – 11:00 a.m. PDT:	Bid Deadline (Bid Opening to immediately follow)
September 5, 2012:	Target Contract Award Date
September 17, 2012:	Notice to Proceed
September 24, 2012:	Anticipated Contract Start Date

CONCLUSION

For the foregoing reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to release Invitation for Bids IFB-SAS12-17 for the provision of an emergency diesel generator and construction of a block-wall enclosure at the I-Street location.

MV:CV

INDEPENDENT COST ESTIMATE
I-STREET GENERATOR AND BLOCK WALL

From: John Simmons [mailto:jsimmons@ttgcorp.com]
Sent: Thursday, May 17, 2012 4:48 PM
To: Mark Montgomery
Cc: Mark J. Crosby; Christine Van Matre; Nestor Ignacio
Subject: RE: I Street Generator

Omnitrans I-Street Generator Opinion of Cost

100kW diesel generator, 800A transfer switch, & remote annunciator	\$ 50,000
232 sq. ft. block wall enclosure with doors and concrete pad	\$ 24,000
Modifications to existing main switchboard	\$ 16,000
New 100A 208/120V 3-phase 4-wire Panelboard 'G'	\$ 4,000
4 sets of 4#500mcm conductors each in 40ft of 4" rigid steel conduit	\$ 25,000
Miscellaneous conduit, conductors, and devices	\$ 6,000
 TOTAL CONSTRUCTION COST	 \$125,000

(Does not include A/E fees, agency fees, and Omnitrans internal costs)