



BOARD OF DIRECTORS MEETING
Wednesday, February 1, 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, March 7, 2012 at 8 a.m.
Omnitrans Metro Facility Board Room
2. Employee of the Quarter Presentation
3. Employee of the Year 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.

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-13 Action on Consent Calendar.

- | | |
|--|----|
| 1. Approve Board Minutes – January 4, 2012 | 6 |
| 2. Receive & File Administrative & Finance Committee Minutes – November 14, 2011 | 12 |
| 3. Receive & File Agency Management Report – December 2011 | 19 |



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E. CONSENT CALENDAR CONTINUED

4. Receive & File Notice of Public Hearings to Enhance OmniGo Service in Yucaipa	29
5. Receive & File Omnitrans' Fiscal Year Ended June 30, 2011 Audit Reports	32
6. Receive & File Summary of Risk Assessment Results and FY 2012 Internal Audit Workplan	34
7. Receive & File sbX E Street Corridor Project Right of Way Status Update – December 2011	52
8. Receive & File sbX E Street Corridor Project Quarterly Status Update – December 2011	55
9. Receive & File Response to Access Service Discussion from January 2012 Board Meeting	57
10. Resolution No. 257-12 – Adopting and Authorizing Revisions to the Local Hazard Mitigation Plan, a Part of the San Bernardino County Operational Area's Multi-Jurisdictional Hazard Mitigation Plan	61
11. Claims Filed Against Omnitrans – Information Item Only	63
12. Press Articles and Letters of Interest to the Board	64
13. Action on Consent Calendar	

F. DISCUSSION ITEMS

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

1. CEO/General Manager's Report	100
2. Authorize CEO/General Manager to Execute Funding Agreement with Valley Transportation Services	103
3. Authorize CEO/General Manager to Execute Funding Agreement with Community Senior Services	122
4. Authorize Release – Request for Proposals RFP-MNT12-15, Bus Cleaning Services	139
5. Authorize Award – Contract SAS12-06, Emergency Preparedness & Management Training	141

G. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, Milo Victoria, concerning unrepresented employees, pursuant to Government Code Section 54957.6
2. Conference with Labor Negotiator, Milo Victoria, concerning labor negotiations with the Amalgamated Transit Union, Local 1704, regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6.



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H. REMARKS AND ANNOUNCEMENTS

I. ADJOURNMENT



DATE: February 1, 2012

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

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

FROM: Don Walker, Interim 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 February 1, 2012 Board of Director's Meeting.

Item No.	Contract	Principals & Agents	Subcontractors
F-5	Authorize Award – Contract SAS12-06, Emergency Preparedness and Management Training	<i>Willdan Homeland Solution</i> <i>Anaheim, CA</i> <i>James E. Bailey, CEO/President</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
JANUARY 4, 2012**

A. CALL TO ORDER

Chair Dick Riddell called the regular meeting of the Omnitrans Board of Directors to order at 8:00 a.m., Wednesday, January 4, 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
Mayor Paul Eaton, City of Montclair
Mayor Pro Tem Paul Foster, City of Redlands
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace
Councilmember 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
Supervisor Gary Ovitt, County of San Bernardino
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

Supervisor Brad Mitzelfelt, County of San Bernardino
Councilmember Ed Palmer, City of Rialto
Supervisor Neil Derry, County of San Bernardino

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

Milo Victoria, CEO/General Manager
Scott Graham, Director of Operations
Sam Gibbs, Director of Internal Audit Services
Marge Ewing, Director of Human Resources
Wendy Williams, Director of Marketing
Ernesto DeGuzman, Director of Procurement
Don Walker, Director of Finance
Jack Dooley, Director of Maintenance
Rohan Kuruppu, Director of Planning & Development Services
William Tsuei, Director of Information Technology
Mike Bonacio, Technical Services Manager
Omar Bryant, Maintenance Manager
Jeremiah Bryant, Service Planning & Scheduling Manager
Milind Joshi, sbX Program Manager
Ray Maldonado, Employee Relations Manager
Maurice Mansion, Treasury Manager
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, February 1, 2012, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

Jimmy Grissom, Rialto, spoke to the Board regarding Access service problems and the cost of Access fare.

Julie Williams, Rolling Start, stated she came to support the disabled speakers on the Access service and fares.

Stacy Hall, San Bernardino, spoke to the Board regarding Access service problems, cost of Access fare, and boundary issues.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

Chair Riddell reported a conflict of interest on Agenda Item F-10, Authorize Purchase of Cisco Wireless Equipment & Implementation of Wireless Local Area Network.

E. CONSENT CALENDAR

- 1) Approve Board Minutes – December 7, 2011
- 2) Receive & File Agency Management Report – November 2011
- 3) Authorize Sole Source Purchase Order – Maintenance Services for Financial & Operational Reporting Software
- 4) Adopt Resolution No. 255-12, Authorizing Destruction of Records
- 5) Claims Filed Against Omnitrans – Information Item Only
- 6) Press Articles and Letters of Interest to the Board

On motion by Member Eaton, seconded by Member Musser and carried, the Consent Calendar was approved.

F. DISCUSSION ITEMS

- 1) CEO/General Manager's Report

CEO/General Manager Victoria reviewed the CEO/General Manager's Report for November 2011.

- 2) College Free Pass Program - Presentation

Director of Marketing Williams presented the results of the first quarter of the College Free Pass Program. Student ridership has increased 17 percent, and more students continue to ride our system. The results of the program will be shared with the participating colleges, all JPA members, and AQMD, which provided funding for the program.

This was a receive and file agenda item.

- 3) Adopt Investment Policy Statement for 2012

Adopt Omnitrans' current Investment Policy Statement to carry forward for period covering January 1, 2012 through December 31, 2012. M/S/C (Graham/Eaton)

- 4) Authorize Funding Agreement with Pomona Valley Workshop

Authorize the CEO/General Manager to enter into a funding agreement with Pomona Valley Workshop (PVW) for the purchase of four vehicles, operating expenses, and administrative costs. M/S/C (Eaton/Ovitt)

- 5) Authorize Release of Request for Proposals RFP-MNT12-12, Maintenance and Repair of Liquefied Compressed Natural Gas (LCNG Facilities)

Authorize CEO/General Manager to release Request for Proposals RFP-MNT12-12 for the provision of the Maintenance and Repair of Liquefied Compressed Natural Gas

(LCNG) Facilities for Omnitrans' East Valley and West Valley properties for a period of three base years and two single option years, beginning May 1, 2012 and ending no later than April 30, 2017. M/S/C (Yates/Ovitt)

- 6) Authorize Release of Request for Proposals RFP-OPS12-14, Uniform Supply and Alteration Service

Authorize the CEO/General Manager to release solicitation RFP-OPS12-14 for the provision of Uniform Supply and Alteration Service for Omnitrans' bus Operations staff for a two-year base period, with three single-option years, beginning April 1, 2012 and ending no later than March 31, 2017. M/S/C (Yates/Eaton)

- 7) Authorize Release – RFP-SAS12-09, Closed Circuit Television (CCTV) Viewing Stations

Authorize CEO/General Manager to release solicitation RFP-SAS12-09 for the provision of Closed Circuit Television (CCTV) viewing stations at Omnitrans' East Valley, West Valley and I-Street facilities. M/S/C (Yates/Eaton)

- 8) Authorize Award – Contract SAS12-06, Emergency Preparedness and Management Training

After some discussion, Board consensus was to continue this agenda item to the February Board Meeting. Staff was asked to look at other emergency preparedness and management training resources, including San Bernardino County. Staff will also bring back the financial impact of delaying this contract.

Continue award of Contract SAS12-06, Emergency Preparedness and Management Training to February Board of Directors' Meeting. M/S/C (J. Gonzales/Lilburn)

- 9) Authorize Award – Contract HR12-04, Workers' Compensation Employer Oversight Services

Authorize the CEO/General Manager to award Contract HR12-04 to Occlink of Salinas, California, for the provision of Workers' Compensation Employer Oversight Services for a base period beginning January 16, 2012 and ending June 30, 2013, and the authority to exercise three separate one-year extensions to the contract ending no later than June 30, 2016. The base contract amount is \$126,000; option year one is \$84,000, option year two is \$72,000, and option year three is \$60,000. The total contract price is \$342,000, plus a ten percent contingency of \$34,200, for a total not-to-exceed amount of \$376,200. M/S/C (Morris/J. Gonzales)

10) Authorize Purchase of Cisco Wireless Equipment & Implementation of Wireless Local Area Network

Authorize the CEO/General Manager to issue a purchase order to NIC Partners, Inc. of Rancho Cucamonga, CA, for the purchase of Cisco equipment, as well as, services to implement a wireless Local Area Network (LAN), Voice-Over Internet Protocol (VOIP), and Wireless Network Access Controls at Omnitrans. (A non-binding contingent Purchase Order was issued to vendor to take advantage of \$67,000 savings.) This acquisition utilizes the California Multiple Award Schedules' Cooperative Purchasing Program Contract Number CMAS 3-08-70-2473F. The cost of this acquisition is \$140,905, plus a ten percent contingency of \$14,091, direct labor of \$36,897, sales tax of \$12,400, and a 3.27 percent cost allocation plan of \$6,680, for a total not to exceed amount of \$210,973. M/S/C (J. Gonzales/Eaton)

Chair Riddell abstained on this agenda item.

11) Authorize Purchase of Citrix Network Virtualization Software

Authorize the CEO/General Manager to issue a purchase order to GTC Systems, Inc. of San Diego, CA, for the purchase of Citrix Network Virtualization software and associated hardware implementation services and training under the Federal General Services Administration (GSA) Cooperative Purchasing Program Contract Numbers GS-35F-0358W, SIN 132-51, and GS-35F-0511T, SIN 132-33. (A non-binding contingent Purchase Order was issued to vendor to take advantage of \$27,000 cost savings.) The cost of this acquisition is \$286,725, plus a ten percent contingency of \$28,673, direct labor of \$23,587, sales tax of \$26,020 and a 3.27 percent cost allocation plan of \$11,936, for a total not to exceed amount of \$376,941. M/S/C (Graham/Dailey)

12) Approve Fuel Delivery Service Interruption Mitigation Plan for Contract PRC11-06, Liquefied (LNG) Natural Gas Fuel

Approve Omnitrans' Fuel Delivery Contract Service Failure Mitigation Plan for Contract PRC11-06. The Plan will be activated in the event that one or more of the seven plants from which Clean Energy draws stock is out of service and downgrades its ability to deliver Liquefied Natural Gas (LNG) to Omnitrans' operating divisions in San Bernardino and Montclair; and

Authorize staff to enter into negotiations with Applied LNG Technologies (ALT) for a contingency fuel delivery services agreement to provide coverage in the event that Clean Energy sustains a catastrophic system-wide failure. M/S/C (Yates/Morris)

13) Adopt Resolution #256-12 Authorizing Agreement with Morgan Stanley Smith Barney – Fuel Hedging Brokerage Services

Adopt Resolution Number 256-12 authorizing the CEO/General Manager to enter into an agreement with Morgan Stanley Smith Barney for brokerage services for hedging fuel

and authorizing staff to open a margin account, also at Smith Barney. M/S/C
(Roberts/Dailey)

G. CALL FOR PUBLIC OR ADVERTISED HEARINGS

None.

H. BOARD BUSINESS

Closed Session – Conference with Labor Negotiator, Milo Victoria, concerning unrepresented employees, pursuant to Government Code Section 54957.6

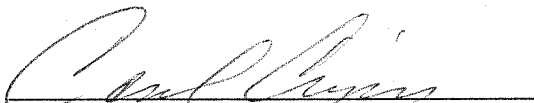
The Board adjourned to Closed Session at 8:43 a.m. The Board reconvened at 9:16 a.m. Chair Riddell said no action was taken during Closed Session.

I. REMARKS AND ANNOUNCEMENTS

None.

J. ADJOURNMENT

The Board adjourned at 9:17 a.m. The next regular meeting is February 1, 2012 at 8:00 a.m. with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.


Carol Angier, Recording Secretary



**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES
November 14, 2011**

The Administrative & Finance Committee meeting was called to order by Chair Alan Wapner at 1:35 p.m. on November 14, 2011.

Committee Members Attending

Councilmember Alan Wapner, City of Ontario, Committee Chair
Mayor Paul Eaton, City of Montclair
Councilmember Frank Gonzales, City of Colton
Mayor Ed Graham, City of Chino Hills
Mayor Pro Tem John Roberts, City of Fontana

Committee Members Absent

Mayor Pro Tem Paul Foster, City of Redlands
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace
Supervisor Gary Ovitt, County of San Bernardino

Omnitrans Staff & Others Attending

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
Ernesto DeGuzman, Director of Procurement
Maurice Mansion, Treasury Manager
Milind Joshi, sbX Program Manager
Bart Hayashi, sbX Planning Manager
Jeremiah Bryant, Service Planning & Scheduling Manager
Danny Woods, Senior Buyer
Beth Kranda, SANBAG
Stuart Geltman, AECOM
Scott Baker, AECOM
Eric Rouse, Sharon Greene & Associates
Carol Angier, Administrative Secretary

C. Possible Conflict of Interest Issues

None.

D. Agenda Items

1. Approve Administrative & Finance Committee Minutes of October 11, 2011

M/S (Gonzales/Wapner) to approve the minutes of the October 11, 2011 Committee meeting. Member Eaton abstained as he was not in attendance last month. Motion was unanimous by rest of the members present.

2. Adopt Committee Meeting Calendar for 2012

M/S (Graham/Gonzales) to adopt the Administrative & Finance Committee Meeting Calendar for 2012. Meetings are scheduled the second Monday of each month (unless otherwise noted) and begin at 1:30 p.m. Motion was unanimous by members present.

3. Review Omnitrans Comprehensive Operational Analysis (COA)

Chair Wapner said the Comprehensive Operational Analysis (COA) was reviewed at the last Plans & Programs Committee Meeting, but he also wanted the COA reviewed at this Committee meeting to provide the information to more Board Members.

Mr. Geltman reviewed what a COA is and what will go into Omnitrans' COA, such as data on existing services, analysis of the existing service, public outreach, recommendations for short term service changes, and long term service enhancements. The transportation funding programs include TDA, LTF, Measure I, and federal programs. These funds will be used to support SANBAG projects such as Consolidated Transportation Services Agency (CTSA), sbX Project, Redlands Rail, Metrolink First Mile, Metro Gold Line Extension, and future BRT corridors. He said AECOM is still in Phase I of the COA, which is an overview and analysis of existing transit service. Phase II starts soon and will develop alternative services. Phase III will provide an action plan and implementation program. He reviewed Technical Memo #1 that provided an overview of Omnitrans' service area and a description of existing transit service.

Mr. Rouse reviewed Technical Memo #2 that evaluated the relationship of project service and capital improvements to anticipated local, regional, State and federal funding. The baseline (existing service levels and capital programs) was evaluated, along with the Phase II alternative service scenarios. Strategies to address future funding challenges were analyzed to increase revenues and reduce service levels and capital costs. Member Graham asked how many years out the scenarios will go. Mr. Rouse said the first five years will be done first and then up to twenty years. Funding challenges will include Local Transportation Funds (LTF), Measure I (Elderly and Handicap Fund), State Transit Assistance (STA), and federal funds. LTF provides fifty percent of Omnitrans' funding. Bus fares provide 23 percent, FTA 5307 provides 15 percent, Measure I provides ten percent, with paratransit fares and outside advertising providing the rest. Due to the impact of additional non-Omnitrans regional transit projects, there is a projected plus or minus 20 percent reduction in LTF funds from FY 2013 to FY 2015. Omnitrans' LTF will increase two percent per year beginning FY 2016. Chair Wapner asked if this was a policy decision SANBAG has already made. Ms. Kranda said SANBAG is not sure where we are going due to the Redlands Rail Project. Chair Wapner asked if this would be a policy decision made by SANBAG in the future, and Ms. Kranda said that would depend on the progress of the Redlands Rail. Chair Wapner asked if expenses would increase in the next few years. Chief Financial Officer Miller said that because of the need to underwrite the sbX Project, there will be a \$5.5 million reduction for Omnitrans; \$2 million is being proposed in the COA, plus \$3.5 million to underwrite sbX costs, which will have to be absorbed by Omnitrans. Staff has been meeting with SANBAG regarding the difference between these numbers and what the Board approved to fund sbX. Ms. Kranda said different scenarios are being reviewed. SANBAG made

a commitment to the sbX Project, including the operating costs. SANBAG, however, is not yet at a point to provide hard numbers. Chair Wapner said the Board committed to fund the sbX Project as well as the existing service program. He asked when the numbers would be available, and Ms. Kranda said in late December.

Mr. Rouse said that historically Omnitrans received 100 percent of the Measure I funds for paratransit operating and maintenance costs. However, the Redlands Rail will receive \$15 million for accessibility improvements at stations from FY 2012 to FY 2015. Chair Wapner asked who would operate the Redlands Rail, and Ms. Kranda said it would be a contracted service. Member Eaton asked what the subsidy costs would be for the Redlands Rail, and Ms. Kranda said that is unknown at this time. Chief Financial Officer Miller said it is estimated to cost \$8 million per year to operate the Redlands Rail.

Mr. Rouse said that historically SANBAG's allocation for STA funds was 75 percent to Omnitrans and 25 percent to the desert areas. However, SANBAG's projects will require \$35 million of the STA funds to support regional rail programs over the next ten years. Therefore, 25 percent of future STA funds will go to Omnitrans, 25 percent to the desert areas, and fifty percent to the rail program. There is uncertainty of future federal funding, and it is unknown if federal funding will stay the same or be reduced. Chair Wapner asked if the LTF funds that go through SANBAG are based on a population formula. Ms. Kranda said no. The rail program comes before the buses. These funds are not allocated per city. Chair Wapner asked how the government calculates funding, and Ms. Kranda said the government uses a population formula to calculate the amount of funds. However, all of these funds go into one pot. Chair Wapner said if all cities are entitled to LTF funds, it is not appropriate for the funds to just go to one city. Ms. Kranda said SANBAG is trying to get as many projects done as possible and to balance priorities.

Mr. Geltman reviewed Technical Memo #3. This memo describes Omnitrans' service policies and standards, evaluates the system and route performance based on existing service standards, and helps to develop recommendations for new or updated service standards. The source of the standards is Omnitrans' 2008-2013 Short Range Transit Plan (S RTP). The fixed route findings were that the East Valley routes were the best performers, while West Valley routes were the worst. Omnitrans exceeds the farebox recovery standards, and all routes met passenger loading standards. The average fare does not meet the standard. The S RTP included a fare increase in 2011, but Omnitrans chose not to implement it. AECOM found Omnitrans' reason for not implementing the fare increase to be acceptable. OmniGo is a new service that is less than one year old and does not have its own set of standards. This service is for less dense areas that have fewer passengers. It is not possible at this time to put an adequate value on this service. OmniLink standards were met related to cost effectiveness. The service span, service quality, and provision did not meet the standard. Access service met or exceeded almost all standards except cost per revenue mile, passenger safety, and cancellations/no-shows. Chief Financial Officer Miller said the standards mentioned here are Omnitrans' standards and not transit industry standards. Mr. Geltman said it is recommended that Omnitrans update standards for various modes that include tiers of services.

Mr. Geltman reviewed Technical Memos #4A and #4B regarding the community outreach done as part of the COA. Mr. Baker reviewed Technical Memo #5 that reviews Omnitrans' staffing, management, organizational structure, wage scales, and

benefits. It also updates the 2010 Omnitrans benchmarking study. Omnitrans' expense is below average relative to service delivered, and the demand response expense is particularly low. The vehicle operator wage rate is higher than average, but the administrative expense is lower than average. The total vehicle operations cost is average. Phase I will be completed, and Phase II will start. This will include recommendations for alternative service delivery (outsourcing). Member Roberts asked if any of the other transit agencies compared to Omnitrans were contracted service. Mr. Geltman said they were a mixture of both. Member Roberts asked how they compared to Omnitrans. Mr. Baker said AECOM has not reviewed that data yet. Some transit systems operate in different conditions and criteria. Member Graham asked when the COA would be presented to the full Board of Directors. Ms. Kranda said the final COA will be completed in February/March. It will go to the Plans & Programs Committee here and then to SANBAG's committee. After that, it will go to both Omnitrans and SANBAG Board of Directors.

4. Receive and Forward to the Board of Directors for Receipt and File – FTA Drug & Alcohol Compliance Program Final Audit Report & Recommend Approval of Proposed Changes to Personnel Policy 701, Substance Abuse

Director of Human Resources Ewing said the FTA conducted an audit of Omnitrans' drug and alcohol testing procedures. The findings are listed in the report, and Omnitrans Personnel Policy 701 was revised to include the FTA-required changes.

M/S (Graham/Roberts) to receive and forward to the Board of Directors for receipt and file the FTA Drug and Alcohol Compliance Program Final Audit Report dated September 30, 2011 and recommend for approval the proposed changes to Personnel Policy 701, Substance Abuse. Motion was unanimous by members present.

5. Forward Fuel Purchases Program – Receive and File Chief Financial Officer's Report for October 2011 and Recommend Approval to the Board of Directors: Contract Award for PRC11-06 Liquefied Natural Gas and Award of Hedging Relationship, Authorization to Open Margin Account and Approve Three Percent Overage of Current Hedge Position through January 2012

Chief Financial Officer Miller said the fuel market continues to be favorable for Omnitrans, and we are operating below budget for fuel. Staff spent significant time working with ALT and Clean Energy on administration of the hedge fund. Omnitrans is not hedged beyond January 2012. Legal counsel approved Omnitrans going through NYMEX for fuel hedging. This will lower the administrative costs from eight cents per gallon to one cent per gallon. Morgan Stanley Smith Barney will be the broker. Also due to ALT's poor performance in the past and financial problems (bankruptcy), Clean Energy was chosen to provide LNG fuel for Omnitrans. They have guaranteed delivery and will save Omnitrans over \$1 million over the next two years. It is also recommended that Omnitrans move the hedge amount back to 150,000 gallons per month, as we had gone past the Board-approved 160,000 gallons/ per month for the past few months. The reason for this is that the present hedge agreement makes it difficult to pull back the amount of gas per month. This will not occur with the new hedge agreement.

Chair Wapner asked if AECOM had looked at Omnitrans' hedge fuel process yet, and Mr. Geltman said they had not, but will review it for the COA. Chair Wapner asked if hedging is a non-traditional way of saving on fuel costs. Chief Financial

Officer Miller said hedging is being used more by transit agencies, such as LA METRO.

M/S (Eaton/Gonzales) to receive and file Omnitrans Chief Financial Officer's report on forward fuel purchases for October, 2011. This program was implemented on May 6, 2009 to increase the predictability of Omnitrans costs and reduce operational uncertainty in the event of dramatic fuel price increases in the open market.

M/S (Eaton/Gonzales) to receive and forward to the Board of Directors (Board) for approval:

- The award of the Omnitrans Liquefied Natural Gas (LNG) supply agreement under solicitation RFP-PRC11-06 for the provision of LNG fuel at both West Valley and East Valley to Clean Energy, Seal Beach, California. The authorization is for approval to purchase LNG fuel at monthly natural gas index, plus fixed fees of \$.514 for the period February 1, 2012 through June 30, 2014 and at monthly natural gas index, plus fixed fees of \$.514, plus CPI (Consumer Price Index) for the period July 1, 2014 through June 30, 2015 at quantities necessary to operate the Omnitrans fleet. Fixed fees shall not exceed the quoted prices for the duration of the contract period.
- The award of our hedging relationship to Morgan Stanley Smith Barney, Washington, DC, as broker for transactions to be executed in Omnitrans name on the NYMEX (New York Mercantile Exchange). The hedge structure will reduce Omnitrans' annual administrative costs associated with the hedging activity. In addition, use of the highly liquid NYMEX will permit the Agency to adjust the scale of the hedging program at any time. Up until now, the Agency would have had much less flexibility in adjusting the hedge position.
- Authorize staff to open a margin account at Morgan Stanley Smith Barney. The account will be used as a clearing account to adjust for daily price movements on the hedged natural gas positions. While the exchange can adjust the margin requirements, staff estimates the initial deposit to establish the hedge position will be less than \$175,000.00.
- The extension of the hedge position for a period of three years five months through June 30, 2015. This will also align our fuel purchase commitments with our fiscal year. The hedge will be reduced to cover 150,000 gallons of LNG per month from 180,000 gallons presently. This will bring the hedged position down to approximately 54% of our monthly requirement.
- Due to service adjustments and fuel economy, the current hedge position covers approximately 63% of Omnitrans' monthly LNG requirements. This is 3% above the Board authorized limit. We request that the Committee recommend approval of the 3% overage during December 2011 and January 2012, when we will be able to adjust the hedge amount.

All motions were unanimous by members present.

6. Deobligate and Reobligate FTA, STAF and LTF Funding Related to the E street Corridor sbX BRT Project

Treasury Manager Mansion said the FTA Project Construction Grant Agreement allows receiving \$74,999,999 of Small Starts Funding and spending \$191,705,999 on the sbX Project. To accomplish this, Omnitrans needs to deobligate funding from the Mid Valley and other projects and reobligate those funds to the sbX Project.

M/S (Graham/Eaton) to receive and forward to the Board of Directors for approval this request authorizing the CEO/General Manager to de-obligate \$31,567,762 of Federal Transit Administration (FTA) funding, \$5,583,131 of State Transit Assistance Funds (STAF), and \$2,766,213 of Local Transit Funds (LTF) originally obligated for various projects that Omnitrans will delay or no longer pursue as shown in the Funding Sources section, and re-obligate these funds to the E Street Corridor sbX BRT Project. Motion was unanimous by members present.

7. Receive & File sbX Project Right of Way Status Update – October 2011

sbX Planning Manager Hayashi said there was one correction to the Committee memorandum regarding Resolution of Necessity. There are 95 approved resolutions for eminent domain rather than 57. There are 147 parcels that we have taken legal possession, which is 96 percent of the 152 total. The amendment of the Master Cooperative Agreement between SANBAG and Omnitrans has been approved by both Board of Directors to provide a license for possession and use during construction and conveying property rights to the appropriate parties.

This was a receive and file agenda item.

8. Authorize the Spend Authority for Utility Deposits and the Execution of the "Agreement for Advance Deposit of Utility Relocation Costs" Between Omnitrans and Certain Private Utility Providers for the sbX E street Corridor Bus Rapid Transit Project

sbX Planning Manager Hayashi said the construction of the E Street Corridor will require relocation of several utility lines. Staff is requesting approval to pay the various utility companies to accomplish this. The City of San Bernardino will exercise their franchise agreement, and Omnitrans will be refunded if the utility companies are required to pay for any of the relocations.

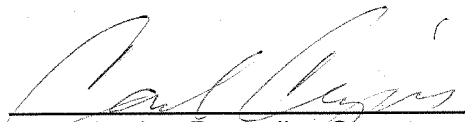
M/S (Gonzales/Eaton) to review and recommend to the Board of Directors authorization for the CEO/General Manager to approve utility deposit amounts not to exceed the Project's utility projected costs of \$1,102,117, plus a five percent contingency of \$55,106 for a total of \$1,157,223, and to sign the proposed "Utility Agreement ("Agreement") specific to each affected utility company with minor modifications agreed to by parties with Omnitrans legal counsel review. Motion was unanimous by members present.

9. Receive & File College Free Pass Program Status Update

Director of Marketing Williams said the College Free Pass Program is going better than expected, with 15 percent of the market share of students using the pass. Student ridership is responsible for 11 percent of Omnitrans' total ridership. Only the City of Rialto is left to approve the program. The monthly report on the College Free Pass Program will be a receive and file agenda item for the December Board. However, a presentation of the College Free Pass Program will be done at the January Board of Directors' Meeting.

This was a receive and file agenda item.

Chair Wapner said the December Committee meeting will be cancelled due to having only a few receive and file agenda items. The Administrative & Finance Committee meeting adjourned at 2:55 p.m. to January 9, 2012 the next scheduled meeting.



Carol Angier, Recording Secretary



December 2011
FISCAL YEAR 2012

Agency Results

Operating Revenue

December total Operating Revenue of \$5,619,249 is \$25,624 over budget. Year-to-Date (YTD) Operating Revenue of \$33,314,566 is \$247,186 under budget. The positive monthly variance is driven by passenger fares and non-transportation revenue being greater than planned. The YTD variance is driven by passenger fares, non-transportation revenue and capital funds for operations being lower than planned.

Operating Expense

December Operating Expense of \$5,390,734 is \$351,350 or 6% under budget. YTD Operating Expense of \$31,454,203 is \$2,998,299 or 9% under budget. The positive monthly and YTD variances are driven by labor, fringe benefits, material and supplies, services, casualty and liability all coming in under budget.

Ridership

During the month of December, Omnitrans carried a total of 1,251,336 passengers. This consisted of 1,214,956 on Fixed Route service and 36,380 on Demand Response routes. YTD Ridership is 8,034,624, which reflects a total system increase of 8.37% when compared to the same period last year.

Revenue Hours/Revenue Miles

During the month of December, Omnitrans provided a total of 66,394 revenue hours reflecting an increase of 1.51% versus the same period last year. Omnitrans logged a total of 895,449 revenue miles during the month, reflecting an increase of 3.49% when compared to same period last year. YTD Omnitrans provided a total of 395,726 revenue hours reflecting an increase of .38% versus the same period last year. Also, YTD Omnitrans logged a total of 5,365,656 revenue miles reflecting an increase of 1.81% when compared to same period last year.

Farebox Recovery Ratio

December farebox revenue for Fixed Route/Omnalink is \$1,192,984 versus \$896,891 for the same period last year. This is an increase of 33.00%. The farebox recovery ratio for the month is 26.93%. YTD farebox revenue for Fixed Route/Omnalink is \$6,701,303 versus \$6,608,242 for the same period last year. This is an increase of 1.41%. YTD farebox recovery ratio is 26.31%.

December farebox revenue for Access is \$122,797 versus \$122,508 for the same period last year. This is an increase of .24%. Farebox recovery ratio for the month is 12.79%. YTD farebox revenue for Access is \$760,600 versus \$728,998 for the same period last year. This is an increase of 4.33%. YTD farebox recovery ratio is 13.09%.

Financials

Total Salaries and Benefits of \$3,443,392 are \$20,782 over budget for the month of December. YTD Salaries and Benefits of \$19,910,654 are \$625,002 or 3% under budget. The negative monthly variance is driven by the timing of medical premium payments. The positive YTD variance is primarily driven by headcount being less than planned.

Total Services are \$155,825 or \$98,358 under budget in December. YTD Total Services are \$963,437 or \$561,660 under budget. The positive monthly and YTD variances are principally driven by professional services being less than planned.

Materials and Supplies are \$630,253 or \$182,576 under budget in December. YTD Materials and Supplies are \$3,852,268 or \$1,024,703 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.

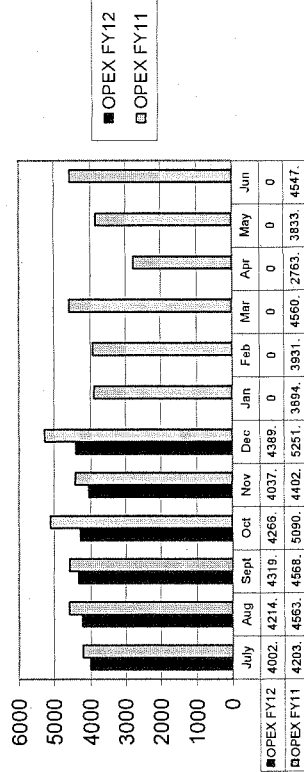
Purchased Transportation is \$723,432 or \$14,692 over budget in December. YTD Purchased Transportation is \$4,405,821 or \$153,380 over budget. The current month and YTD variance is driven by demand being up approximately 10% over the prior year.

Other Expenses are \$437,832 or \$105,891 under budget in December. YTD Other Expenses are \$2,322,023 or \$940,314 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.

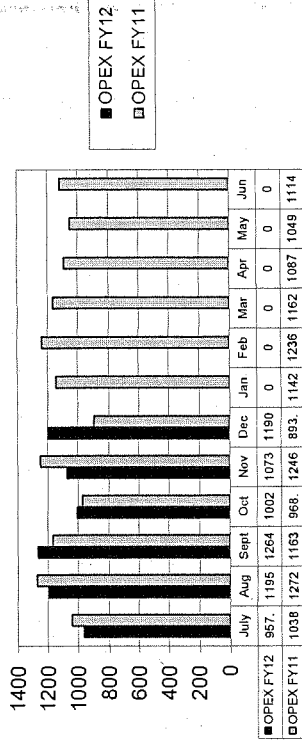
**PERFORMANCE STATISTICS
FISCAL YEAR 2012
December 2011**

	<u>Current Month</u>		<u>YR/YR inc/(dec) CURRENT</u>	<u>Year-To-Date</u>		<u>YR/YR inc/(dec) YTD</u>
	<u>Dec 2012</u>	<u>Dec 2011</u>		<u>Dec 2012</u>	<u>Dec 2011</u>	
Total Passenger Revenue & Subsidy						
Fixed Route	\$1,189,928	\$893,185	33.2%	\$6,681,999	\$6,580,224	1.5%
Demand Response	\$125,763	\$126,213	-0.4%	\$779,904	\$757,019	3.0%
Total Passengers						
Fixed Route	1,214,956	1,094,085	11.0%	7,798,982	7,193,771	8.4%
Demand Response	36,380	34,729	4.8%	235,642	220,450	6.9%
Farebox Recovery Ratio						
Fixed Route/OmniLink	26.31%	19.29%		26.93%	24.73%	
Access	13.09%	14.14%		12.79%	14.07%	
Total Passengers per Revenue Hour						
Fixed Route	23.4	21.0	11.6%	25.5	23.2	10.2%
Demand Response	2.5	2.6	-3.9%	2.6	2.7	-3.7%
Revenue per Passenger						
Fixed Route	0.98	0.82	20.0%	0.86	0.91	-6.3%
Demand Response	3.46	3.63	-4.9%	2.59	3.43	-24.5%
Cost per Passenger						
Fixed Route	3.61	4.80	-24.7%	3.24	3.90	-17.1%
Demand Response	27.51	26.29	4.7%	25.71	25.00	2.8%
Cost per Revenue Hour						
Fixed Route	84.49	100.60	-16.0%	82.62	90.44	-8.6%
Demand Response	69.34	68.94	0.6%	66.65	67.35	-1.0%
	<u>Actual</u>	<u>Target</u>				
On Time Performance						
Fixed Route	86.48%	90%				
Demand Response	95.01%	90%				
Headcount (includes PT Operators)	626	644				

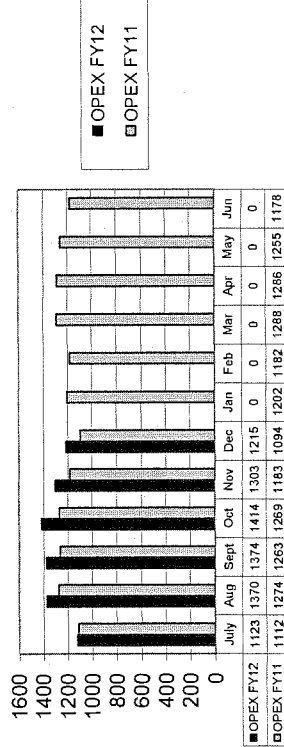
Fixed Route Operating Expense Thousands



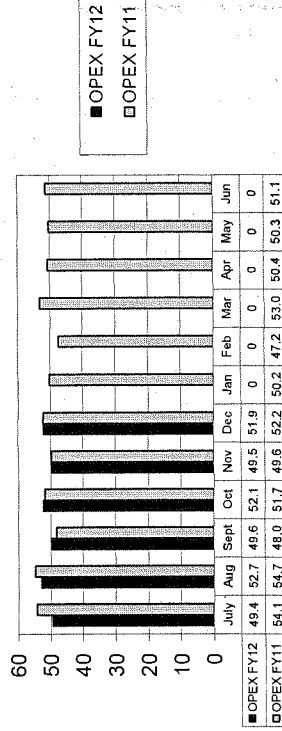
Fixed Route Passenger Revenue Thousands



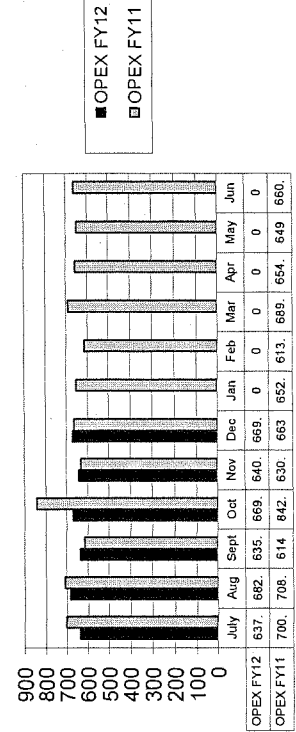
Fixed Route Ridership Thousands



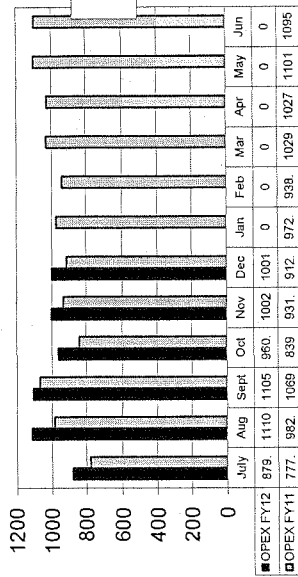
Fixed Route Revenue Hours Thousands



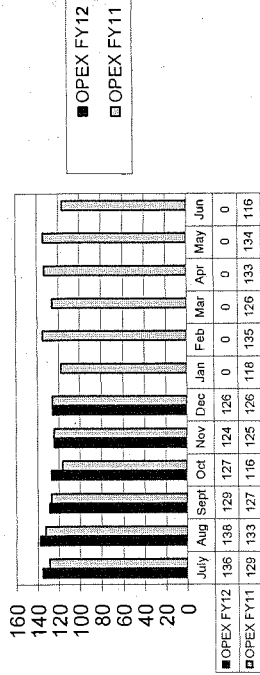
Fixed Route Revenue Miles Thousands



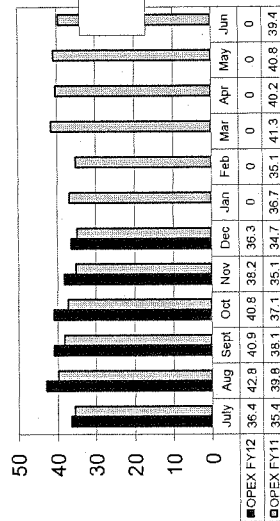
Demand Response Operating Expense Thousands



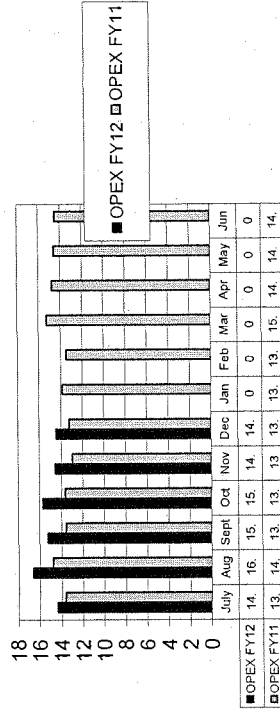
Demand Response Passenger Revenue Thousands



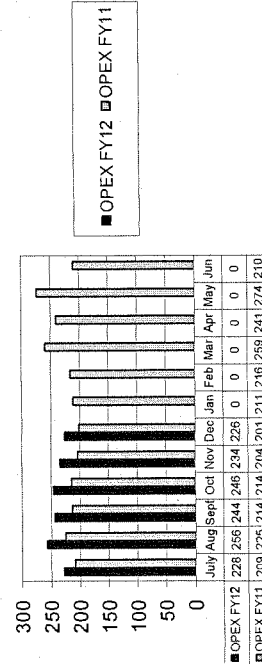
Demand Response Ridership Thousands



Demand Response Revenue Hours Thousands



Demand Response Revenue Miles Thousands



Statement of Operations

Fiscal Year: 2012

CURRENT MONTH: December 2011

YEAR-TO-DATE: December 2011

	<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	1,290,298	1,243,062	47,235	104%	Passenger Fares	7,302,160	7,458,375	(156,214)	98%
Measure I Subsidy - Fares	25,393	23,719	1,674	107%	Measure I Subsidy - Fares	159,743	142,315	17,428	112%
380,448	380,448	380,448	0	100%	Measure I Subsidy - Operating	2,282,685	2,282,685	0	100%
80,598	80,598	75,417	5,181	107%	Auxiliary Transportation Revenue	493,274	452,500	40,774	109%
16,524	16,524	0	16,524	0%	Non-Transportation Revenue	(54,497)	0	(54,497)	0%
2,493,008	2,493,008	2,493,008	0	100%	LTF Operating	14,958,048	14,958,049	(1)	100%
193,020	193,020	193,020	0	100%	STAF Operating	1,158,117	1,158,118	(1)	100%
1,139,961	1,184,952	(44,991)	96%	96%	Capital Funds for Operations	7,015,036	7,109,711	(94,675)	99%
5,619,249	5,593,625	25,624	100%	100%	Total Revenues	33,314,565	33,561,752	(247,187)	99%
<u>Operating Expenses</u>									
Labor	2,048,708	2,088,146	39,438	98%	Labor	12,494,333	12,528,879	34,545	100%
1,394,684	1,394,684	1,334,463	(60,221)	105%	Fringe Benefits	7,416,320	8,006,777	590,457	93%
155,825	254,183	98,358	61%	61%	Services	963,437	1,525,097	561,660	63%
630,253	812,829	182,576	78%	78%	Materials and Supplies	3,852,268	4,876,972	1,024,703	79%
173,021	232,308	59,287	74%	74%	Occupancy	1,083,148	1,393,846	310,698	78%
175,660	206,632	30,972	85%	85%	Casualty and Liability	1,022,742	1,239,793	217,051	82%
104	5,250	5,146	2%	2%	Taxes and Fees	2,919	31,500	28,581	9%
723,432	708,740	(14,692)	102%	102%	Purchased Transportation	4,405,821	4,252,441	(153,380)	104%
91,891	79,417	(12,475)	116%	116%	Printing and Advertising	242,297	476,500	234,203	51%
(2,874)	(16,141)	(13,267)	18%	18%	Miscellaneous Expense	(195,809)	(96,844)	98,965	202%
29	36,257	36,228	0%	0%	Lease and Rental	166,725	217,542	50,817	77%
5,390,734	5,742,084	351,350	94%	94%	Total Operating Expense	31,454,203	34,452,502	2,998,299	91%
228,516	(148,459)	376,974			Net Gain (Net Loss)	1,860,362	(890,750)	2,751,113	
3,443,392	3,422,609	(20,782)	101%	101%	Sal & Ben	19,910,654	20,535,656	625,002	97%
437,832	543,723	105,891	81%	81%	Other	2,322,023	3,262,337	940,314	71%

1/17/2012



DATE: February 1, 2012

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

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

FROM: Mae Sung, Accounting Manager *[Signature]*

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 December, 2011. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

OMNITRANS
Treasurer's Report
Month ending December 2011

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		<u>\$7,477,313.76</u>			0.38%	
			\$ (1,800,000.00)		0.38%	
			\$ (300,000.00)		0.38%	
			\$ (600,000.00)		0.39%	
			\$ (350,000.00)		0.39%	
			\$ (1,000,000.00)		0.38%	
		\$ 8,500,000.00			0.38%	
		<u>\$15,977,313.76</u>	<u>\$ (4,050,000.00)</u>			<u>\$11,927,313.76</u>
Net LAIF Funds			<u>\$11,927,313.76</u>			
Fair Marketing Value	Fair Value Factor			1.001651997		<u>\$ 11,947,017.65</u>
Union Bank Money Market GMRA	Interest	\$ 6,337,846.26	\$569.36		0.12%	
				(\$805,247.80)		
		<u>\$ 6,338,415.62</u>		<u>(\$805,247.80)</u>		
				\$ 5,533,167.82		
				<u>\$ 5,533,167.82</u>		<u>\$ 5,533,167.82</u>
Union Bank CD		\$ 25,000.00		\$ 25,000.00	0.30%	\$ 25,000.00
		<u>\$574,010.38</u>				
	Passenger	\$1,138,992.64				
	Grants' Revenue	\$9,519,247.63				
	Miscellaneous Revenue	\$832,632.76				
	Transfers From (To) LAIF	\$4,050,000.00		(\$8,500,000.00)		
	Transfers From (To) Money Market	\$805,247.80				
	Transfers From (To) CD					
	Accounts Payable			(\$4,269,557.19)		
	Payroll and Payroll Taxes			(\$2,603,379.33)		
	Employee Benefits			(\$398,336.16)		
	Bank Service Charge			(\$1,703.81)		
		<u>\$16,920,131.21</u>		<u>(\$15,772,975.49)</u>		
Net Union Bank Operating Funds				<u>\$1,147,155.72</u>		<u>\$ 1,147,155.72</u>
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						<u>\$ 75,000.00</u>
Total Cash & Investments						<u>\$ 18,730,341.19</u>

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: February 1, 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 DECEMBER, 2011

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

Payroll Period	Amount	Register #
11/30/11-12/13/11	\$463,458.02	25
12/14/11-12/27/11	\$316,743.54	26

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

Payroll Period	Amount	Register #
11/21/11-12/04/11	\$1,136,470.92	25
12/05/11-12/18/11	\$833,053.78	26

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

Register Date	Amount	Register #
12/01/2011	\$2,001,125.69	527-528
12/08/2011	\$388,051.30	529
12/15/2011	\$1,245,115.23	530
12/29/2011	\$635,264.97	531

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: February 1, 2012

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: NOTICE OF PUBLIC HEARINGS TO ENHANCE
OMNIGO SERVICE IN YUCAIPA**

FORM MOTION

Receive and file Notice of Public Hearings to discuss and gather input from the public regarding enhancements of OmniGo service in Yucaipa beginning in May 2012.

SUMMARY

The proposed location, date, and times for the Public Hearings are as follows:

February 23, 2012: YUCAIPA, Yucaipa Transit Center, 34276 Yucaipa Boulevard
8:00 A.M. to 11:00 A.M. and 3:00 P.M. to 6:00 P.M.

The public is welcome at these hearings/informational open house sessions any time within the specified hours to walk around, view, and discuss with staff any concerns and to comment on the proposed enhancements. Any person or agency may mail comments until Monday, February 27, 2012 to the Omnitrans main office located at 1700 West Fifth Street, San Bernardino, California 92411, to the attention of the Planning Department. Detailed information about the proposals may be obtained by writing to the Omnitrans Planning Department or by calling (909) 379-7250. Additional information can be found on the Omnitrans website at www.omnitrans.org.

BACKGROUND

Omnitrans proposals related to Yucaipa OmniGo service has two main components: (1) the introduction of OmniGo Route 310 to serve the North Bench Area of Yucaipa; and, (2) a scheduling adjustment to OmniGo Route 308. All other Omnitrans services in Yucaipa including Routes 8, 9 and OmniLink will remain unchanged.

The proposed introduction of OmniGo Route 310 is designed to expand OmniGo's service coverage in Yucaipa. Starting from the Yucaipa Transit Center at 5th Street and Yucaipa Boulevard, service is proposed to travel north on 5th Street; turn east on Oak Glen Road; turn

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

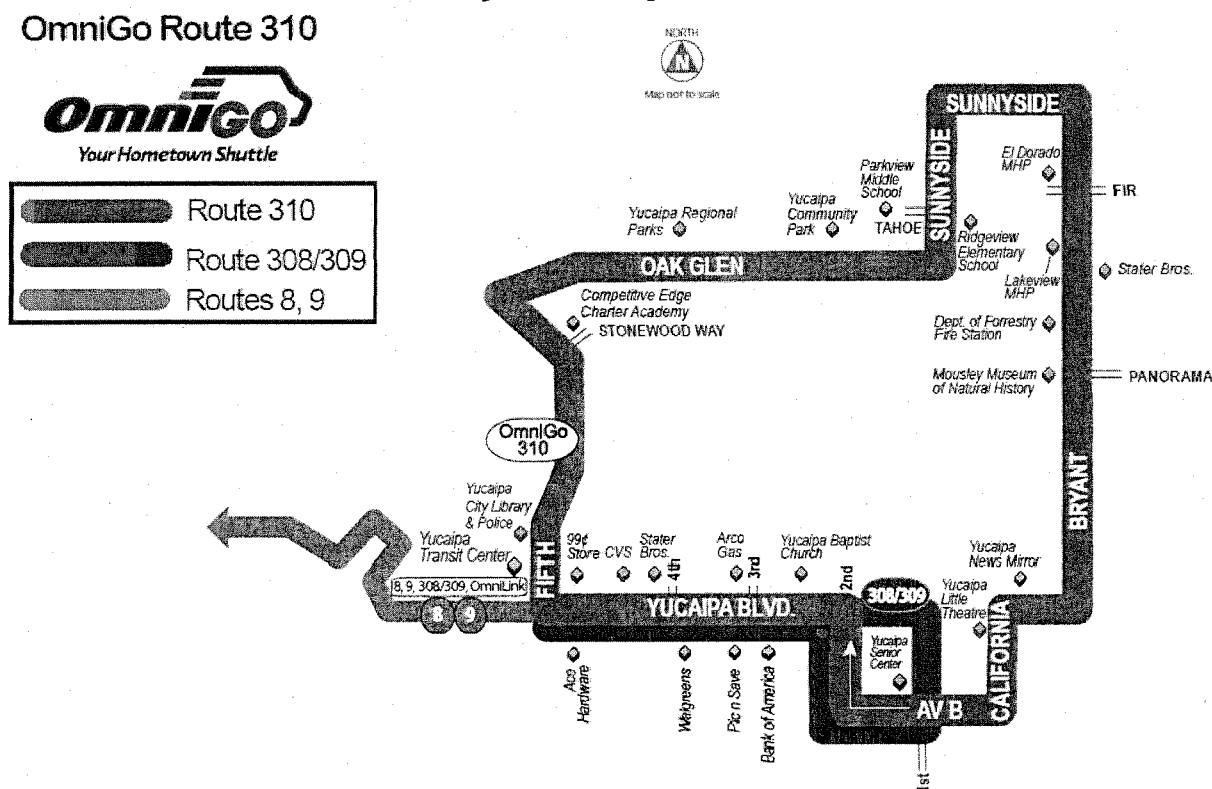
Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

north on Sunnyside Drive and follow Sunnyside as it curves to the east; turn south on Bryant Avenue; turn west on Yucaipa Boulevard; turn south on California Street; turn west on Avenue B; turn north on Second Street; and finally turn west on Yucaipa Boulevard back to the Yucaipa Transit Center.

OmniGo 310's clockwise loop will provide service to the Competitive Edge Charter Academy, Yucaipa Regional Park, Yucaipa Community Park & Center, Park View Middle School, El Dorado Palms Mobile Homes, Lakeview Mobile Estates, Shopping Centers at the intersection of Oak Glen and Bryant, many businesses in Yucaipa's Uptown, the Yucaipa Senior Center, and the Yucaipa Transit Center where Routes 8 and 9 connect to Yucaipa High School. The proposed service frequency is once every 30 minutes between approximately 6:00 A.M. and 9:00 A.M. and once every hour between approximately 9:00 A.M. and 7:00 P.M.

The proposed OmniGo 310 route alignment is seen in Exhibit 1 below.

Exhibit 1: Proposed Yucaipa OmniGo Route 310



While OmniGo has enabled a dramatic 123% increase in ridership in Yucaipa during its first year in operation, the ridership on the OmniGo Routes has not been distributed evenly. Ridership on OmniGo 308's counterclockwise loop is 28% less than OmniGo 309 clockwise counterpart. Additionally, OmniGo 308's highest ridership trips are in the morning between 6:00 A.M. and 9:00 A.M. As a result, Omnitrans proposes to maintain OmniGo 308's 30 minute frequency between 6:00 A.M. and 9:00 A.M., and reduce the frequency to 60 minutes during the rest of the

day. During this time, OmniGo 309 will remain on a 30 minute frequency in the opposite direction.

The two proposed changes offset the majority of cost and the proposed changes will be completed within Omnitrans FY2012 Operating Budget. For the remainder of FY2012, the net increase of three revenue hours per weekday is expected to cost approximately \$6,700 (\$4,200 in purchased transportation and \$2,500 to other costs, primarily fuel). The FY2013 service details for this route will be brought to the Omnitrans Board with the FY2013 Service Element. The annualized net increase in revenue hours is 765 revenue hours, an increase of 0.1% compared to the projected FY2012 revenue hours of 614,000. The estimated FY2013 costs are approximately \$42,000, which will be finalized with the FY2013 budget. Fifty percent of both the FY2012 and FY2013 costs associated with the project are covered by a Job Access Reverse Commute Grant Omnitrans received. Omnitrans staff is negotiating with the contractor that provides this service in order to add it into the service contract.

CONCLUSION

Staff recommends that the Board of Directors receive and file this notice of public hearings at the above mentioned dates, times and locations for the expressed purpose of allowing the public to review and comment on the proposed enhancements to OmniGo Yucaipa. Comments received will be reported back to the Board. In the absence of any substantive comments, the recommendations will be implemented in May 2012.

MV:RK:TK



DATE: February 1, 2012

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

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

FROM: Robert Miller, Chief Financial Officer *RCM 1-19-12*
Donald Walker, Director of Finance *DW*

SUBJECT: OMNITRANS' FISCAL YEAR ENDED JUNE 30, 2011 AUDIT REPORTS

FORM MOTION

Receive and file the following audit reports for fiscal year ended June 30, 2011:

- Annual National Transit Database Reporting (NTD)
- Communication of Audit Results With Those Charged With Governance
- Comprehensive Annual Financial Report (CAFR)
- Management Letter
- Single Audit Report
- Transportation Development Act Compliance Report (TDA)

These reports and audit results for fiscal year ended June 30, 2011 were presented and discussed by Marc Davis with Mayer Hoffman McCann P.C. at the Administrative and Finance Committee meeting on January 9, 2012 and recommended to the full Board of Directors for receipt and file.

SUMMARY AND BACKGROUND

As a recipient of federal, state, and local funding, Omnitrans is required to have an annual audit conducted by independent auditors in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The audit also included fifteen tasks contained in San Bernardino Associated Governments (SANBAG) Transportation Development Act 2005 Compliance Guide.

The audit expresses a professional opinion as to whether the financial statement prepared by management with the Board of Directors' oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Omnitrans received an "unqualified opinion" on its Fiscal Year Ended June 30, 2011 financial statements.

The financial statements for fiscal year ended June 30, 2011 are presented in the CAFR along with comparative financial information for the year ended June 30, 2010. The fiscal year 2011 CAFR was submitted to the Government Finance Officers Association (GFOA) for consideration of awarding a Certificate of Achievement for Excellence in Financial Reporting.

The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by an Agency and its management. Omnitrans was awarded a Certificate of Achievement for FY1998, FY1999, FY2000, FY2006, FY2007, FY2008, FY2009, and FY2010.

MV:rm:dw

Attachments: Annual National Transit Database Reporting (NTD)
Communication of Audit Results With Those Charged With Governance
Comprehensive Annual Financial Report (CAFR)
Management Letter
Single Audit Report
Transportation Development Act Compliance Report (TDA)



DATE: February 1, 2012

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

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

FROM: Samuel Gibbs, Director of Internal Audit Services *[Signature]*

**SUBJECT: SUMMARY OF RISK ASSESSMENT RESULTS AND FY 2012
INTERNAL AUDIT WORKPLAN**

FORM MOTION

Receive and file the results from the risk assessment and the FY 2012 Internal Audit workplan.

This item was reviewed by the Administrative & Finance Committee at their January 9, 2012, meeting and recommended for receipt and file.

SUMMARY AND BACKGROUND

The Department of Internal Audit Services was approved by the Omnitrans Board of Directors on January 9, 2008. Internal Audit Services has been providing services to Omnitrans since April 2008. One of the responsibilities assigned to the Director of Internal Audit Services is to conduct a risk assessment of the Agency annually and develop a workplan which includes audit engagements and activities for mitigation of risk.

ANALYSIS

Internal Audit Services helps Omnitrans accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes. The workplan outlines the audit activities to mitigate the potential risk identified by the assessment matrix and summary of the interviews. Mitigation will consist of a mixture of audit engagements, strengthening of internal controls, and an evaluation of policies and procedures.

MV:SJG

Attachment- List of planned engagements, and risk matrix and methodology



Omnitrans Department of Internal Audit Services

Risk Assessment and FY 2012 Workplan

Auditor Name: Samuel Gibbs
Audit Date: November 30, 2011

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INTERNAL AUDIT ATTRIBUTES

Purpose

Mission

Omnitrans has established the Department of Internal Audit Services (DIAS) to strengthen internal controls and to promote the economy, efficiency and effectiveness of Omnitrans operations. The mission of the DIAS is to provide independent, objective assurances of Omnitrans. The DIAS will help Omnitrans accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes. The DIAS shall carry out independent and objective audits and reviews to accomplish its mission.

Goals and Objectives

OIAS is an internal service organization which assists Omnitrans management in ensuring:

- Omnitrans operates in accordance with Omnitrans procedures and applicable laws and regulations.
- Risks are appropriately identified and managed.
- Programs, plans and objectives are achieved.
- Adequate and effective systems of internal controls are in place.
- Important financial, managerial and operating information is accurate, reliable, and timely.
- Omnitrans contract and contract change order audits are conducted in a timely manner.
- Quality and continuous improvement are fostered in Omnitrans' control process.
- Significant legislative or regulatory issues impacting Omnitrans are recognized and addressed appropriately.
- Omnitrans assets and resources are adequately safeguarded, and Omnitrans operations are managed economically, efficiently and effectively.

DIAS participates and cooperates with management to ensure that Omnitrans successfully achieves its mission.

Organizational, Independence, Structure, and Resources

DIAS is given complete independence by Omnitrans executive management in using its resources, in selecting the area to be audited and the methodology to be used, and in determining the conclusions and recommendations resulting from its work. The Director of DIAS reports directly to the Chief Executive Officer/General Manager.

DIAS shall submit written audit reports to the Board of Director's Administrative and Finance Committee and the CEO/General Manager, informing them of individual department's compliance with policies and procedures.

Risk Assessment
December 2011

All Omnitrans departments, programs, functions, systems, contracts and activities are subject to audits by DIAS. DIAS shall initiate audits activities based on assessed risk, legislative mandates and regulations, and on response to requests from Omnitrans Board of Directors, CEO/General Manager, CFO, and department heads. DIAS auditors and staff shall have complete and unrestrictive access to all books, records, documents, reports, plans, contracts, and other relevant materials, as well as to all Omnitrans personnel and its third party contractors. Omnitrans management and staff shall cooperate fully with DIAS auditors during discharge of their duties, to include prompt reply to DIAS audit reports findings and recommendations, in accordance with Omnitrans procedures for audit resolution and follow-up.

RISK ASSESSMENT

Standards of Audit Practices

DIAS auditors in conducting this risk assessment adhered to the professional standards set forth in the Government Audit Standards promulgated by the Comptroller of the United States, and the Institute of Internal auditors (e.g. *Standards for Professional Practice*).

What is Risk?

Risk can be defined as the combination of the probability of an event and its consequences. In simple terms risk can be seen as a combination of the chance that something may happen and the degree of damage or loss that may result if it does occur.

What is Risk Management?

Risk management is the process of recognizing risk and developing methods to both minimize and manage the risk. This requires the development of a method to identify, prioritize, treat (deal with), control and monitor risk exposures. In risk management, a process is followed where the risks are assessed against the likelihood (chance) of them occurring and the severity or amount of loss or damage (impact) which may result if they do happen.

The annual internal audit risk assessment is intended to demonstrate:

- the breadth and depth of audit activities addressing financial, operational, strategic, hazards, and compliance of the Agency in relationship to the associated risk;
- accountability for our resources; and
- The progress in our efforts to continually improve the Agency's Internal Audit program.

It is my intent to convey a current sense of the Agency's internal control environment and the extent to which controls are being assessed by regular audit activities, addressed proactively through advisory services, or investigated as a result of issues raised.

Frequency Performed

Risk assessments shall be performed annually, or as directed by the Administrative and Finance Committee of the Board of Directors, or the CEO/General Manager. Audit engagements will be conducted in accordance to the potential for weakened internal control or increased risk.

Process and Methodology

The process will involve consideration of all potential risks facing Omnitrans in pursuing its strategies with risks broken down into appropriate headings (e.g. strategic, operational, financial, and hazard etc.) and identified with the operating departments.

Risk Assessment
December 2011

All risks should be clearly defined together with the controls that currently exist to manage them. Considering the adequacy of the present control system will avoid duplication of resources as several of the identified risks may already prove to be effectively controlled.

Risk will be determined by performing the following evaluations:

- Interview of the director and all key personnel in each operating department.
- A recap of all previous internal and external audits over the last 24 months.
- The use of a risk evaluation matrix recommended by the Institute of Internal Audits.
- The use of a self assessment risk review list of questions provided by the FTA specifically designed to address risk in transit.

It is important that the internal systems and procedures in place are adequate to manage the identified risk. Where control weaknesses are identified, these should be noted so that the proposed action is taken to remedy such weaknesses.

Internal Audit Services will undertake the identification of risks. Input will be obtained from the individual operating departments to ensure that all risks have been taken into account and that important risk and control issues have not been overlooked.

Risks will be categorized as strategic, financial, hazard, or operational.

As not all risks represent equal significance to the Agency, each area shall be ranked high, medium or low in terms both of likely frequency and impact. The risk weighting is provided below by category.

Risk Matrix:

The risk matrix is designed to assess risk for the entire organization. The categories are; key risk that are identified as either operational, strategic, financial, or hazard; the impact of the risk which is weighted from 1-3 (1 being the lowest and 3 the highest); the probability of occurrence for the risk which is also weighted 1-3; the status of the activities for mitigating the risk, classified as open, in process, completed, or signed off; the residual risk rating which is rated 1-9, 1 being the lowest and 9 the highest risk; and trends which are defined as static, trending up or trending down. A category shaded in red is not an indication that this area is bad or unaddressed; it implies that attention will have to be applied in that area.

Determination of Audit Universe

Once risks have been identified and quantified, the next step is to control and manage the risks. This will involve the consideration of cost-effective actions, which will be judged against the risk ranking, and the likelihood of occurrence. The proposed action to be taken will then be mapped against the specified risk together with an implementation date reflected by the perceived urgency and the named person designated as responsible for managing the risk. Additional consideration will be given for recommendations from the Administrative and Finance Committee of the Board of Directors, and the CEO/General Manager. The evaluation was made for any Agency operating in our risk environment, and a red, yellow, and green matrix was created that shows the potential and probability for risk activities assuming all things are equal. Red is high risk, yellow is moderate risk, and green is low risk. Please note that a red risk indicator does not necessarily mean bad or negative, but could instead indicate the need for mitigation.

RISK DOMAINS

The risks facing the Agency today can be classified into domains that Enterprise Risk Management (ERM) recognizes:

Operational:

The Operational domain (the term operation in this case is not referring to vehicle operations) is derived from the organization's core business, including its systems, practices, policies, and procedures. Examples include procurement and planning policies. The senior leadership team is focused on developing a dashboard that includes key performance indicators (KPI). The KPI was be used to report the effectiveness of the annual management plan to the Board of Directors.

Financial:

The Financial domain deals with risk related to the organization's ability to acquire, raise, or access capital as well as the costs associated with the transfer of risk. Examples might include federal, state, and local funding. Refinement to the grant process will be under review in FY 2012. Additionally, the agency has to determine the risk appetite versus the potential savings for all forms of insurance. Finance has to determine and maintain the right risk management strategy for a public agency while optimizing the potential savings. Additional potential financial risk could be associated with the changes to the cash allocation from SANBAG based on the results of the Comprehensive Operational Analysis (COA).

Human Resources:

The Human Resources domain relates to the risk related to recruiting, retaining and managing the workforce. Examples include workers' compensation, FMLA, employee turnover, absenteeism, and discrimination. New challenges associated with the sbX capital project will dictate that the Agency learn how to work with another class of employees (consultants, engineers, and contractors). The agency needs to place an emphasis on succession planning, a skill inventory, training, and development to improve the internal applicant base. During this growth and transition period the Agency will have to re-establish the relationships with the labor unions and identify how to best form equitable partnerships. Management confidential employees' salaries have been frozen since July of 2008. This could present human capital risk going forward. Improvement in the economy may cause key employees to evaluate other employment options.

Strategic:

The Strategic domain is risk related to the ability of the organization to grow and expand. Examples include customer relations, plan growth, new projects, and any change in governance structure as a result of planned growth. This includes an evaluation of the alignment of the Agency's strategies to the actual activities of the Agency; additionally, how will the strategies

and activities be measured? The strategic plan for the Agency has been re-evaluated and key performance indicators applied to key measurements.

Legal/Regulatory:

The Legal/Regulatory domain is risk related to transit statutory and regulatory compliance. Examples include the changes in internal policies as a result of the changes in the new circular 4220.1F. The Agency presently receives direction from the county's legal staff and Best Best and Krieger. Additionally, close attention will be paid to changes in federal, state, and local regulations. As the construction phase of the sbX project progresses, the engagement and management of the contracts in accordance to regulations becomes a major priority.

Technological:

The Technology domain is risk associated with equipment, devices, and reporting systems. Examples include new fare box recovery equipment, and the implementation of a new Enterprise Resource Planning (ERP) system. The Department of Internal Audit Services will need to address additional vulnerability associated with a complex information technology department. The audit department will also assess the institutionalization of the new ERP system. The assessment will include an evaluation of the efficiency realizations relative to the implementation objectives. Additionally, there is an opportunity to share the platform developed for Omnitrans with other transit agencies for a fraction of the cost. This will require monitoring of the agreements and grants that are established.

Other Areas of Interest

Fuel prices

Fuel prices continue to fluctuate and the price of fuel presently showing a downward trend. Also of concern is the availability and dependability of Liquid Natural Gas. Omnitrans presently is under contract with the only two available sources to Southern California. The CFO has successfully implemented a two year hedge that has provided budget certainty during FY 2010 by stabilizing the Agency's budgeted fuel position. The hedge program and the pursuit of alternative fuel strategies were monitored during FY 2011. The hedge contract is due to expire at the end of January 2012. The price of CNG has gone down and appears to be on a continuing downward trend.

sbX (IPMO) Project

The project has passed through the environmental clearance, preliminary engineering, and final design stages, and is entering into the construction phase. This is the first major capital project for Omnitrans and the project will require both quality assurance and process audits by the external control team and internally. Audits of the invoices submitted for payment and the delivery matrixes, has to be conducted to meet the FTA definition of progress payments in Circular 4220.1F. As the project heads into the construction phase, it will be necessary to conduct QA audits, financial audits, Work Breakdown Structure (WBS) audits, and random

Risk Assessment December 2011

audits of the deliverables associated to the invoices. A QA Manager was hired, whose primary job is to audit job sites, materials, and the quality of the work conducted. The QA Manager will report directly to the Director of Internal Audit. The anticipation is the QA Manager will spend 80% of his time in the field and report back to the Director of Internal Audit monthly.

Contract Management

As the Agency gears up to enter into the construction stage of sbX, contract management becomes a very important component of delivering a successful project. It is critical to manage all of the contracts according to the original document and in accordance to federal regulations. A change order protocol has been established that gives the final authority to the CEO/GM and project manager. The execution of the change order process will be audited randomly and routinely.

Grant Process

The grant process was an area for concern in FY2010 and through management re-alignment has been greatly improved. This was the subject of random audit engagements in FY 2011, which will continue in FY 2012. Internal Audit will also continue to review the weekly cash management report and provide guidance to the Finance team.

Economic Conditions/Budgeting

Challenging economical conditions are always a genesis for fraudulent or unethical practices. In support of the required SAS 114 examination during our external audit, the DIAS will continue with the fraud detection element to every internal audit engagement.

Comprehensive Operational Analysis (COA)

SANBAG contracted the consultant firm AECOM to conduct a COA of Omnitrans starting in early 2011 and is scheduled to wrap up in March of 2012. There is a possibility that the COA might cause SANBAG to change the amount of funds distributed to Omnitrans in the out years. Internal audits may be engaged in evaluating the implementation of any recommendations adopted by the Board of Directors from the COA.

Succession Planning and Management Development

Succession planning is a strategy to recognize and promote internal growth and development at every level of the organization. The succession planning process requires the documenting of skill levels, identification of developmental needs, and tailored individual development programs. The first of many such programs is the Leadership Action Program. Additionally, the performance manager element will equip directors and senior leaders with the information about each of their direct reports to make sound developmental and staffing decisions.

Capability Maturity Model Integration (CMMI)

The Agency can gain efficiency by having a standard approach to how we manage and monitor projects across the Agency. This will include a standard form for project proposals, key performance indicators, and reporting mechanisms.

Communication

The communication channels deal with the strategies for disseminating information internally and externally. Under consideration is how the Agency communicates policy and procedures consistently across all departments, as well as how important information affecting all employees is communicated. Finally, protocol for how information should be vetted before it is sent out-of-house needs to be monitored.

The Quality Management process

During the bid and construction phases of the sbX project, a comprehensive QA program has been developed to measure and monitor quality. A member of the quality assurance (QA) team was involved with the development of the bid packages. The QA representative will also be engaged on the construction sites evaluating the adherence to the contract, to the design specifications, and conducting material testing.

Employee Compensation

The Agency has been on a salary freeze for the past three years. Senior leadership will need to discuss strategies for employee retention. As the economy starts to recover, key employees are starting to evaluate options. Another year of salary freezes could cause employees to start looking for other employment opportunities.

Recommended Areas for Audit Engagements

Risk can be mitigated by conducting audit engagements in the following areas:

- Construction quality audits and reporting
- Succession Planning, including performance management and employee development
- Information technology (possibly source out)
- Grant Process
- sbX construction timelines, milestones, and invoicing
- Construction change order process
- Future audits of workers' compensation
- Review of salaries and compensation

FY 2012 Audit Workplan

Monthly

Safety and Security Audits- An ongoing monthly review of the safety and security compliance at both West Valley, East Valley facilities, new construction projects, and occasional evaluation of both First Transit facilities. These audits will use the audit forms generated by the Safety and Security Section.

QA Site Visits- A comprehensive quality program was written to administer quality control to the construction phase of the sbX project. The QA Manager will conduct onsite quality audits and report the results monthly. DIAS will monitor the QA activities which will include periodic site visits.

Random Review of Invoices- Both DIAS and the QA Manager will conduct random audits of the invoices submitted for payment to ensure that all regulations are followed and the deliverables match the reported percent of completion.

Contract Administration- DIAS will conduct regular random audits of the administration of active contracts, including sbX. Additionally, there will be reviews of the change order process and the resolutions to submitted change orders.

Bus Ride- Take a monthly bus ride and monitor rider perception, customer service, driver behavior, and Agency image. Whenever feasible, comparison audits will be conducted on the reliability of the Trapeze and TransitMaster data.

Cycle Count/Inventory Control- a weekly assessment and recap of the previous week's cycle count will be performed. The normal full review will be conducted on a quarterly basis.

Quarterly

Site Visit I St. and Feron St. - Internal Audit will conduct follow up reviews and visits to assess proper monitoring of the safety and security and drug and alcohol compliance audits for the contract provider First Transit.

Review Succession Planning- The Agency is tasked with developing a comprehensive succession plan that includes elements of performance management, employee development, and mentoring. The success of these initiatives is reliant on the full participation of each department director and their management staff.

Grant Review and Update- routine review of the grant process is needed to ensure that the Agency is maximizing the funding options available. In addition, the grant process will be evaluated to ensure that all funds are drawn down as soon as the funds are available to the Agency. For example, the Treasury Manager is requesting federal reimbursement as soon as the Agency pays the invoice and there is not more than 72 hours between when invoices are paid and reimbursements are drawn down from ECHO.

Procurement Review- the Agency's procurement process was audited by the FTA in the fall of 2007 and because of deficiencies the FTA performed a follow-up review in the fall of 2008. A partnership between the procurement staff and internal audit resulted in a clean review of procurement during the Triennial Review in May 2010. The Department of Internal Audit Services will continue to randomly evaluate the effectiveness of the procurement processes and provide support to ensure that the controls remain strong.

IT Evaluation- The help desk and other portions of the IT department have been outsourced starting July 7, 2010. The proposed engagements with IT will include the monitoring of IT security such as passwords, security levels, and delegations of duties (no one IT employee should have exclusive access to all levels of the IT infrastructure). Additionally, in FY 2012 emphasis will be placed on implementing a management dashboard, CMMI process improvement, and a project proposal and management system. Some of the responsibilities for IT monitoring might be delegated to consultants or contract help.

Biannual

Petty Cash- Conduct biannual reviews of all petty cash funds. A review of internal control and reimbursement made within compliance of the Agency's policy (approved 4-10-2006 and revised 12-15-2006)

P-Cards- Conduct biannual reviews of P-Card use within compliance of applicable laws, regulations, and Agency policy 3000.

Inventory Control- A full review will be conducted biannually to ensure that all processes for inventory management are being completed at both East Valley and West Valley. These processes include cycle counts Mon-Thurs., timely reconciliation, and proper reporting.

Fuel Audit- Conduct a review of fuel use and management of the Forward Fuel Purchase Policy. Additionally, all transactions for the Forward Fuel Purchase Policy will be subject to random and routine audits as deemed necessary by the CEO/General Manager or the Administrative and Finance Committee of the Board of Directors.

Work Schedules and Flex- Conduct biannual follow up reviews of individual work schedules by department. Reviews will address the following questions, are all employees working within core hours, is the management confidential and represented employees working within the policies for each designation? This process will consist of a full audit annually and quarterly follow ups.

On Going Engagements

Procurement System Review (PSR) Details- Continue to perform random audits using the guidelines provided by the FTA for a PSR. Procurement System Review (PSR) audit will include, follow-up on procurement contracts. Look for spot checks, checklists, proper price and price/cost analysis.

Workers' Compensation- A follow-up audit will be performed to review compliance with law and regulations for workman's compensation and surveys will be conducted to find methods to reduce workman compensation claims.

Information Technology (IT) - Audit to review license and security levels on the network. An additional review will be performed addressing the safeguard of confidential information. An audit will be performed to measure the effectiveness of SAP implementations. Internal Audit will look into contracting and IT auditor and billing it to the SAP contract.

Employee Recreation Club (ERC) - Conduct ongoing random and routine audits on the ERC activities and financial management process.

Additional Engagements

Carry-forward audits

This category will be dependent upon current audits that are incomplete at the end of the fiscal year end.

Other audit engagements to be complete this fiscal year

Conflicts of Interest- A review will be conducted of current laws, regulations and policies and their application at the Agency.

Discipline and Termination- A review will be conducted of the discipline and termination process and compliance with applicable laws, regulations and policies.

Hiring Processes- A random review of the hiring process, and compliance with applicable laws, regulations and policies will be conducted.

Special Projects- Any activity deemed necessary by the CEO/GM, CFO, or the Administrative and Finance Committee.

Risk Assessment- An updated risk assessment will be conducted in late May 2011 no later than early July 2011.

Follow-Up- Conduct reviews of completed audits to assess the progress and implementation of previously issued audit recommendations and management responses as required by the Professional Standards. Follow up on any material issues or deficiencies identified by the Financial Review currently in progress.



DATE: February 1, 2012

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

THROUGH: Milo Victoria, CEO/General Manager

FROM: Bart Hayashi, sbX Planning Manager

SUBJECT: sbX E STREET CORRIDOR BRT PROJECT RIGHT OF WAY STATUS
UPDATE – DECEMBER 2011

FORM MOTION

Receive and file status update of the Right of Way acquisitions for the sbX E Street Corridor BRT Project through December 2011.

This item was reviewed by the Administrative & Finance Committee at its January 9, 2012 meeting and recommended for receipt and file.

SUMMARY

The acquisition of right of way for the sbX E Street Corridor BRT Project (sbX Project) is in its final stages. Legal counsel maintains control over the majority of these cases and settlement agreements are being negotiated through the courts. Staff will report to the committee those cases that cannot be settled, requiring jury verdicts, to monitor their outcome and costs. A majority of the right-of-way has been acquired or settled to date. Therefore moving forward, staff will report the Project right-of-way status on a quarterly basis with the sbX Project Status Update.

BACKGROUND

On August 19, 2009, the Omnitrans Board of Directors approved the overall Project funding strategy for the sbX Project. On June 2, 2010, the Board approved the MOU with SANBAG which granted SANBAG the authority to acquire the properties for the sbX Project on behalf of Omnitrans. On July 7, 2010, the Board approved the expenditure of \$10,147,607.20 for property acquisition costs, which includes acquisition services through SANBAG and property costs. SANBAG retained the services of HDR, Inc. to perform property negotiation, acquisition and relocation services for the sbX Project. SANBAG retained the firm of Nossaman, LLP as legal counsel. On October 5, 2011 the Board approved Amendment No. 1 to the MOU with SANBAG that provides Omnitrans a license agreement for possession and use of the SANBAG

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acquired right-of-way, addresses the disposition or conveyance of the acquired right-of-way, addresses Omnitrans insurance obligations, and provides an additional spend authority of a \$1,956,400 right-of-way contingency.

STATUS DETAILS

Eminent Domain: The SANBAG Board of Directors adopted Resolutions of Necessity for all required parcels for the project. Those parcels not requiring Resolutions accepted settlement agreements with the agency. Staff and legal counsel are in the final stages of negotiating settlement agreements with 100% of parcels under legal possession.

Relocation:

Parcel B10 owned by the Jacobson's is not settled to date. Electricity on the site was restored for security reasons. Staff is awaiting owner's attorney permission to have two movers visit storage site to prepare move estimate. Staff has also received clarification of relocation items from owner's relocation expert and responded to their attorney's September 2011 request for reimbursement of \$140,000. This request does not meet *Actual, Reasonable, and Necessary* standards. A majority of \$140,000 claim items have not been performed and must be processed under the reestablishment expense. Description items were for a specific building which has not been occupied nor costs expended. Staff is waiting for the owner's attorney to respond.

The acquisition for the full take of Parcel C80 owned by the Hsu's has not been settled. The tenants have relocated from the site; however, their relocation claim has not been settled. An appeal letter and additional referrals were mailed out to the tenants who are currently out of town.

EXPENDITURES

{NOTE: NO INVOICES WERE PROCESSED SINCE THE OCTOBER 2011 REPORT}

Description	Budget	Expenditures *	Variance
Property Acquisition, including State Funds Deposit and Closing Costs	\$ 6,032,000	\$ 4,570,765.61	\$ 1,461,234.39
SANBAG	\$ 150,000	\$ 87,404.40	\$ 62,595.60
Acquisition Services	\$ 1,100,000	\$ 965,759.17	\$ 134,240.83
Legal Services	\$ 2,500,000	\$ 1,245,994.40	\$ 1,254,005.60
Contingency	\$ 1,956,400	\$ 0.00	\$ 1,956,400.00
Total	\$ 11,738,400	\$ 6,869,923.58	\$ 4,868,476.42

*Expenditures represent payment made and/or approved invoices.

Expenditures for Right-of-Way in Settlement Negotiations**

Description	Amount	Comments
Property Acquisition Budget	\$ 6,032,000	
Negotiated Settlements	(\$ 2,894,317)	Negotiated settlements of 120 parcels
Pending Settlements	(\$ 3,175,695)	Estimated costs for remaining 32 parcels (estimates based on 1.5 to 2 times the appraisal or pending negotiations)
Estimated Variance	(\$ 38,012)	Any variance will be covered by contingency

**The reflected budget includes estimated costs of individual parcels, relocation allowance, an appraisal cost allowance, an escalation factor and budget contingency. As some properties have not closed escrow, the tentative settlement cost only reflects the negotiated settlement. Closing escrow costs therefore are not included.

In accordance with real-estate procurement and negotiations guidelines, staff has not provided parcel specific information. If there are parcel specific questions, please direct them to the CEO/General Manager's office to prepare a response in consultation with legal counsel.

MV:BH



DATE: February 1, 2012

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

THROUGH: Milo Victoria, CEO/General Manager

FROM: Milind Joshi, sbX Program Manager

SUBJECT: sbX E STREET CORRIDOR BRT PROJECT STATUS UPDATE –
DECEMBER 2011

FORM MOTION

Receive and file status update of the sbX Project through December 2011.

This item was reviewed by the Administrative & Finance Committee at its January 9, 2012 meeting and recommended for receipt and file.

BACKGROUND

A status report on sbX project is prepared on a quarterly basis.

SUMMARY

The attached summary provides the sbX E Street Corridor BRT Project status as of December 15, 2011. It provides details on some of the key elements of the projects such as the E Street Corridor, Vehicle Maintenance Facility, the 60-Foot Articulated Buses, and Public Outreach activities. The status on Right Of Way Acquisition is provided separately.

MV:MJ

Board of Directors

sbX Project Update – January 2012

Executive Summary:

sbX Construction:

Upon receiving PCGA approval, the Construction Contract with Griffith/Comet JV was signed on September 15, 2011 followed by a ceremonial Groundbreaking ceremony on September 29, 2011. Speakers included Congressman Joe Baca, FTA Regional Administrator Leslie Rogers, Omnitrans Board Chairman Dick Riddell, Mayor Pat Morris, Mayor Pro Tem Penny Lilburn, and City of Loma Linda Councilman Ron Dailey.

Concurrently, the paperwork including insurance, bonding, etc. is being reviewed to ensure compliance prior to starting the construction.

The construction Kick-Off Meeting took place on November 21, 2011. Over 70 stakeholders including the City representatives, Utility company representatives, and other key stakeholders attended the meeting.

The contractor has set up the field offices during construction in the vacant Montgomery Ward Automotive Center located at 707 W. Third Street, San Bernardino. sbX Construction Management Consultant Jacobs, along with some of the sbX staff, have been operating from the construction trailer located next to the Griffith/Comet Joint Venture's field office.

Based on the 90-day Look Ahead schedule, the construction activities will start at the north end of the project. However, construction is expected to be non-linear, i.e., could take place on any portion of the E Street corridor. The contractor is now developing the overall and detail construction schedule, which is expected to be ready by January 2012.

Vehicle Maintenance Facility (VMF) design has been completed and is currently being reviewed by a variety of Regulatory Agencies. The construction bids are scheduled to be released in the first quarter of 2012 with a projected construction start date during the third quarter. The estimated period is approximately 12 months.

60-Foot Articulated Buses: The FTA required-testing of the 60-foot, 5-door, CNG-operated, articulated prototype bus has started at the Altoona Testing Facility. The bus deliveries will begin in August/September 2012, with the last bus expected to be delivered around March 2013.

Public Outreach Activities are on-going. sbX E Street Corridor BRT Project Outreach Team has already scheduled outreach meetings with the appropriate City Officials and Community members, including residents, businesses, and other impacted stakeholders, so that they are aware of the construction schedule and the activities in their respective jurisdiction.

Right-of-Way (ROW): The status of the ROW is presented separately.

<u>FINANCE:</u> Estimated Cost:	\$191.70 Million (sbX Project)
<u>Current Cost:</u>	\$28 Million (As of December 15, 2011)



DATE: February 1, 2012

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: RESPONSE TO ACCESS SERVICE DISCUSSION FROM JANUARY 2012 BOARD MEETING

FORM MOTION

Receive and file this memorandum containing information pertinent to the Access complaints brought to the Omnitrans Board of Directors at the regular meeting on January 4, 2012.

BACKGROUND AND ANALYSIS

During the Omnitrans Board of Directors Meeting on January 4, 2012, two San Bernardino Valley College students placed complaints related to Access service. The complaints pertained to: 1) general satisfaction; 2) trip length; 3) on time performance; 4) service hours; 5) service area 6) shelters for Access riders at Valley College; and, 7) Access Fares on their own and with respect to the Go Smart program.

What is Access?

Omnitrans Access Service is an Americans with Disabilities Act (ADA) mandated public Transportation service for people unable to independently use the fixed route bus service. The purpose is to provide equal access to public transportation for persons who are physically or cognitively unable to use regular bus service. Access provides curb-to-curb shared-ride service to complement the Omnitrans fixed-route bus system. The Access service area is defined as up to 3/4 mile on either side of an existing fixed bus route.

The primary Federal Transit Administration (FTA) evaluation for ADA services such as Access is comparability between an agency's fixed route offering and its ADA offering.

1) General Satisfaction

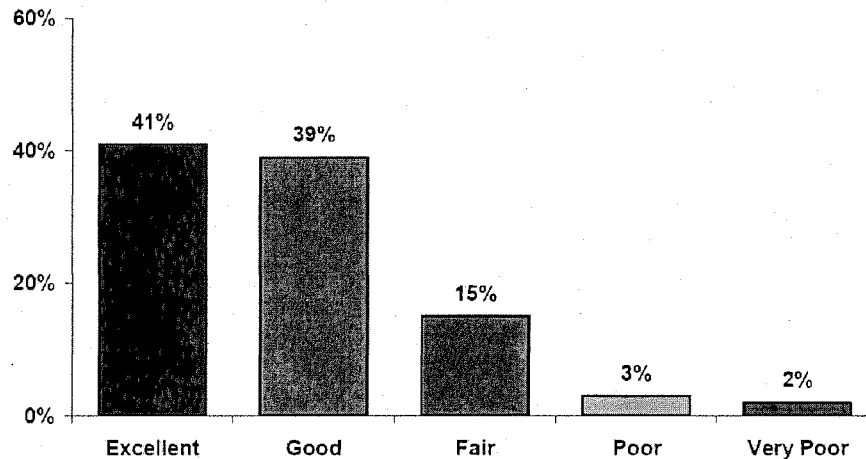
Generally, Access riders have been satisfied with Access service. During Omnitrans most recent survey of Access Riders, "*Attitude and Preference Study of Omnitrans ADA Access Service 2010*," 1,007 Access riders or their caregivers were surveyed. Questions in the survey related to a variety of topics ranging from overall satisfaction to specific details related to trip lengths, fares, drivers, call center and more. The complete findings were presented to the Omnitrans Board of Directors during the regular meeting in May 2010. The survey's key satisfaction finding was

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that 80% of Access riders stated that their overall satisfaction with Access was “Excellent” or “Good” and 95% of Access riders rated their overall satisfaction as “Excellent,” “Good” or “Fair”.

Exhibit 1: Access Riders Overall Satisfaction reported in Omnitrans’ 2010 Access Survey



Omnitrans directs Access riders to direct complaints to the Omnitrans call center. During the last year and a half, which comprises all of FY2011 and the first half of FY2012, Omnitrans has received a total of 63 Access complaints. Over the same period, Omnitrans delivered 656,658 Access trips. This is a complaint rate of just under one complaint per ten thousand trips. An evaluation of Access complaints found no one type of complaint dominates. Occasionally, Access riders may complain to reservation agents at First Transit. These are typically estimated time of arrival requests. Any detailed complaints are directed to a field supervisor to correct in the field. Customers with specific complaints may be directed to the Omnitrans call center.

2) Trip Length

The FTA requires that trip lengths on ADA service be comparable to trips lengths on general public fixed route. During the on-going Comprehensive Operational Analysis (COA) of Omnitrans being conducted by SANBAG, the consultants on the project (AECOM) sampled 50 randomly selected Access trips and compared them to fixed route travel times. Their finding was average travel time on Access was 44 minutes compared to 102 minutes for the same 50 trips utilizing fixed route. They specifically stated that “Access service was more than two times faster over fixed route service.”

3) On Time Performance

Omnitrans strives for continual improvement on on-time performance in both fixed route service and Access service. Our on-time performance goal for both services is 90% and per FTA guidelines the Access service must be comparable to fixed route service. During FY2012 year-to-date, fixed route on-time performance is 85.7% on-time. Comparatively, Access year-to-date on-time performance is 93.7% on-time. Access exceeds both Omnitrans’ goal and the comparability test for on-time-performance.

Specifically, Omnitrans and First Transit did a detailed evaluation of on-time performance for trips scheduled by the two students who attended the January 4, 2012 Board meeting. One

student received trips on-time 92% of the time, while the other student received trips on-time approximately 75% of the time. Since the January Board meeting this rider has seen 90% of her trips on-time. Had the complaints from the individuals come in through the call center, a similar investigation would have been made.

4) Service Hours

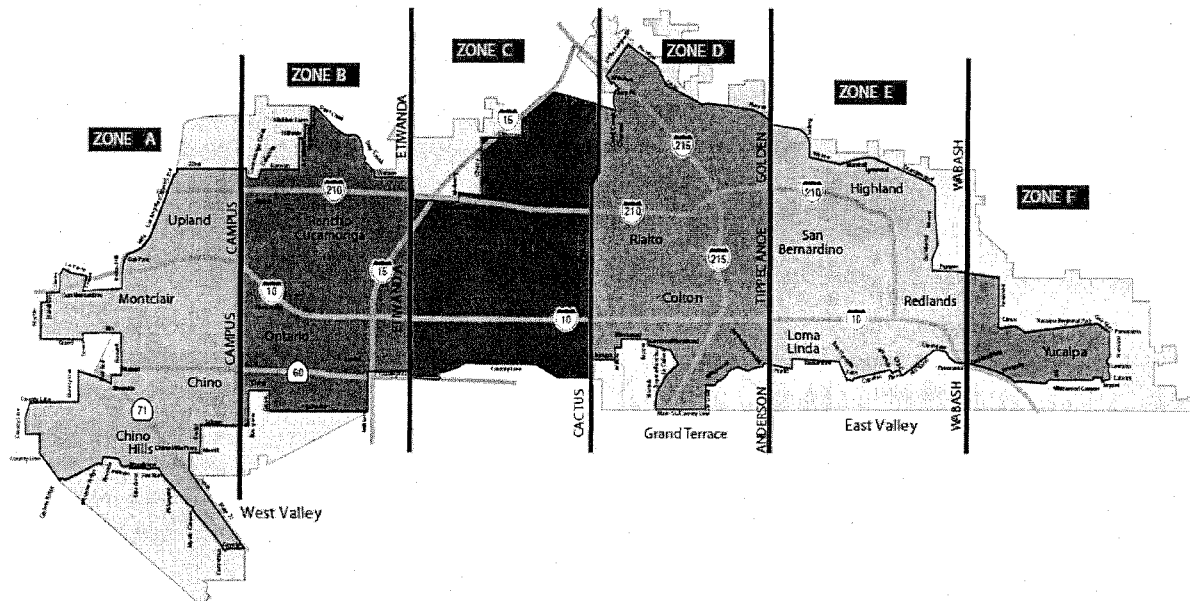
Service hours for Access depend on the fixed route network that matches an Access rider's trip origin and destination. The purpose for these hours is to match the FTA's requirement for comparability of service. As such, service hours vary, and a set origin and destination would be needed to address service hour complaints. At the broadest level, some Access service is available from approximately 3:48 A.M. to 11:13 P.M. on weekdays.

5) Service Area

The Access service area is mandated by the ADA and the FTA to include a minimum of $\frac{3}{4}$ of a mile zone around each fixed route. Omnitrans provides regular ADA coverage to this area. Both the origin and the destination must reside within the boundary.

Additionally Omnitrans provides Access service to a broader area through a program called ADA-beyond the boundary. ADA-beyond-the-boundary service extends Access service to the edge of each Omnitrans member city's boundary in order to provide an alternative to ADA-eligible residents who live in these parts of our community. Since this service is above and beyond the mandated, and because these trips are typically more expensive to operate due to longer travel distances, there is a \$5 surcharge per trip.

Exhibit 2: Access Service Area Map



6) Shelters for Access Riders at San Bernardino Valley College

Omnitrans understands and sympathizes with the San Bernardino Valley College students requests for shelters for Access. Unfortunately, Access is a curb-to-curb service that can board and drop off at any location within the service area. Additionally, these locations are often on

private property; as is the case at Valley College. As such, Omnitrans cannot independently install shelters specifically for Access.

Fortunately, during a joint meeting with Omnitrans Staff, San Bernardino Community College District Administrative Staff and San Bernardino Valley College Students this issue came up. The college district is in the process of conducting an ADA assessment of the San Bernardino Valley College campus. This issue was noted and the district plans to address it in the future. Omnitrans has provided support to the district in discussing shelter types, layouts and provided contacts for the district to reach out to shelter manufacturers.

7) Access Fares

Per ADA guidelines and FTA directions, Access fare can be set no higher than twice the fixed route fare. Per the State of California Transportation Development Act, ADA service must maintain a 10% farebox recovery ratio. Omnitrans standard Access fare is \$2.75 for 1 to 3 zones of travel, and one additional dollar for each additional zone traveled. The zones can be seen in the Access Map provided in Exhibit 2. This \$2.75 compares to \$1.50 for fixed route fare and is \$0.25 lower than the allowable maximum fare for Access. Omnitrans achieved a 13.4% Access farebox recovery ratio during FY2011. As such, Omnitrans does not have an opportunity to lower Access fares without adversely impacting the farebox recovery ratio.

The students also requested that Access service be provided free as part of the Go Smart program. Go Smart has been discussed from its inception as a fare option for fixed route trips only. The reason for this is adding an additional free rider on fixed route service does not add cost to Omnitrans, but allows us to provide additional service. The Go Smart per capita fare was designed to remain revenue neutral by recouping the fare revenue that Omnitrans would have received in the absence of the Go Smart program. Unfortunately, adding a trip on Access does add cost, because it is a curb-curb service. The average cost per trip on Access for the full-year of FY2011 was \$25.49.

Omnitrans has discussed opportunities for the College and Omnitrans to partner to expand the program to Access riders. The primary option has been to offset the proposed annual fee of \$15 per student by allowing the college to receive a comparable or greater value of Access tickets. These tickets would then be distributed free to eligible students. In order to evaluate other options, Omnitrans needs to understand the number of Access-eligible student on campus. Omnitrans has asked both the student group and the college, but we have not received a number.

Omnitrans staff understands these students' needs and continues to work with the College to find a reasonable solution. Additionally, Omnitrans has directed AECOM to evaluate this fare policy as part of the COA. If an improvement opportunity is found, a detailed recommendation will be included in the fare policy. The fare policy will then be brought to the Board as part of both the COA and the Short-Range Transit Plan.

CONCLUSION

Staff recommends that the Omnitrans Board of Directors receive and file this memorandum related to Access complaints brought to the Board at the January 2012 regular meeting.

MV:RK:JB

RESOLUTION NO. 257-12

A RESOLUTION OF THE OMNITRANS BOARD OF DIRECTORS, SAN BERNARDINO COUNTY, CALIFORNIA, ADOPTING AND AUTHORIZING REVISIONS TO THE LOCAL HAZARD MITIGATION PLAN WHICH IS PART OF THE SAN BERNARDINO COUNTY OPERATIONAL AREA'S MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (MJHMP)

WHEREAS, the Disaster Mitigation Act of 2000 (DMA 2000) and the Federal Emergency Management Agency (FEMA) require local jurisdictions to develop Hazard Mitigation Plans to identify measures which may be undertaken before natural disasters occur in order to reduce the potential for property damage and injury from such events;

WHEREAS, FEMA requires local jurisdictions to update their Hazard Mitigation Plan every five (5) years in order to remain eligible to receive funding for both pre-disaster and post-disaster mitigation grant program funding;

WHEREAS, the Federal Emergency Management Agency has endorsed both Local and Multi-Jurisdictional Hazard Mitigation Plans as a partnership encouraging multi-hazard approaches to disaster resistant communities;

WHEREAS, Omnitrans has established both local and multi-jurisdictional partnership with the County of San Bernardino to include their specific risks, hazards, current and future mitigation measures and goals and objections;

BE IT THEREFORE RESOLVED that Omnitrans adopt Resolution No. 257-12, adopting the Local Hazard Mitigation Plan and its inclusion in the County of San Bernardino Multi-Jurisdictional Hazard Mitigation Update Plan Project.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Omnitrans Board of Directors, at their regular meeting held on the 1st day of February 2012, by the following vote to wit

AYES:

NOES:

ABSENT:

A separate link to the Hazard Mitigation Plan is included with the link to the Board Agenda that is emailed to you. If a hard copy is preferred, one will be provided. A copy of the plan will also be available at the meeting.

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

Dick Riddell, Chair
Omnitrans Board of Directors

Approved as to form:

Carol Greene
Legal Counsel for Omnitrans



DATE: February 1, 2012

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 JANUARY 2012 – INFORMATION ITEM ONLY**

CLAIMANT	DATE OF LOSS	CLAIM NUMBER
Abarca, Robert	12/05/11	2011121153
Frost, Richard	08/04/11	2011121151
Lakes, Gwendolyn	12/15/11	2012121429
Reid, Garry	12/15/11	2012121429
Suarez, Maria	12/08/11	2011121148

<u>Summary of Accidents</u>	<u>No. of Claimants</u>
Injury Inside Coach	4
Injury – Not on Omnitrans property	1

For the Claims Above:

40% of claims were filed 1 to 5 days after the incident.
40% of claims were filed 6 to 10 days after the incident.
20% of claims were filed 11 or more days after the incident.

/ca

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The Coyote Chronicle

Thursday, October 06, 2011

On the Road with Omnitrans



Published on October 06, 2011 with No Comments



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By Eric Sanchez [Asst. News Editor]

As you might already know, all students of CSUSB (along with other colleges in the area) can ride the Omnitrans free all year long with their student I.D. cards. When I heard about this promotion I thought about how much money I would be saving on gas, and that \$102 parking permit. I thought about all the free time I'd have on the bus, finishing some reading or schoolwork and all that fun stuff. All of this for free all year long? You can't beat that, right? Omnitrans already offered pretty great rates for students (\$35 for a 31-day pass) but in reality I never really considered riding the bus until it was free.

While glorious thrifty, coupon-clipping thoughts kept running through my head, there was still a terribly realistic part of me that kept asking: *But will I really do it?* I've ridden public transit before but only in a big city, Chicago, this past summer and in Denver two years ago (Denver counts right?), but the suburban Omnitrans have always just been something I've seen around town, like moving landmarks.

I guess I never thought of Omnitrans as a real option for me because I just assumed it would take too long because the Inland Empire is so spread out. All reservations aside, I felt that this was too good of an opportunity to not try at least once, so when I finally was resolved in trying it out I did what any sane person would do the night before doing something completely new and consulted Google.

I learned that it would take me two hours and 56 minutes to catch the 66 line at 10:07 a.m. and ride it to a transfer station in Fontana and then transfer to the 14 line and then take *that* to San Bernardino where I was to switch to the 2 line which would take me to campus.

The next morning I skipped breakfast because I was a little nervous and excited about actually taking the plunge and riding the bus to school, even though I tried to stay calm, because I mean, people do this every day.

I left my house at 9:43 a.m. and set off downhill towards my stop on the corner of Foothill Boulevard and Grove Avenue in Upland. Halfway down the hill while passing the skunk nest I've feared for years, I checked the time (for the fourth time) afraid of getting left behind.

When the bus arrived I was really enthusiastic and expected to see a caring, wise, slightly plump bus driver mirroring my attitude; however, there was a serious man whose demeanor defied his jovial Hawaiian shirt instead.

"He's at work, it's ok, no biggie," I told myself. I just sat down and just enjoyed the ride, I was surprised to discover that riding the Omnitrans was pretty similar to riding the CTA in Chicago, even down to the female robotic voice proclaiming a stop had been requested whenever someone pressed the yellow strip running on the inside of the bus.

We stayed on Route 66 AKA Foothill all the way past the 15 freeway, but then we took a right and went down to where the transit station was, though I wasn't really sure of it at the time. However, once the bus stopped and everyone got off I reluctantly took the hint and followed them to what I took for the station.

The station reminded me of a mix between an airport and a park, about four buses were waiting around what looked to be a Little League snack bar, but the only snacks available were from an old man selling them out of his cooler. I wandered around for a little bit and mingled with about 50 other people waiting for their own buses. When I say "mingled" I don't mean I actually talked to anyone, at very best I might have given someone an awkward head nod after maintaining eye contact with them for over two seconds. I was still just mainly concerned with not missing my bus. When I found the bus with the "14" on its marquee I stepped on-board, even though I wasn't 100% sure if this was the exact bus I needed. I was flustered and did not really know what to ask, so I hesitantly told the driver I needed to go to Cal State.

"Oh ok, well I can take you downtown, then you can catch the 2 from there," he said.

Bless you sir, bless you, I thought, and took a seat, confident and assured of my newfound friend's ability to deliver me to the 2 line safely and timely. It was on the 14 line that my not eating breakfast was catching up to me. After passing my third Baker's I was hurting, both physically and emotionally.

Remember to eat a respectable meal before going on a long bus trip because eating is not allowed while you're riding. Passing up Baker's after Baker's when you're dying of hunger all the while having a coupon for a free burrito-and not being able to stop, will make you want to cry.

Again, the time came when everyone got off, and I followed. This time I asked the driver which of the five buses parked along a street in downtown San Bernardino I needed to catch.

I went around the corner and across the street like he said and caught the 2 line just before it set off. The closer the bus got to school, the more and more students got on with their own backpacks. Relieved to be in the home stretch, I finally relaxed and looked at all the people in their cars that we were passing up. Let me tell you pulling into school after enduring a miniature road trip just to get there is way more rewarding than driving in with your car and scavenging for a parking spot.

Believe it or not I got to school about 45 minutes ahead of Google's prediction, that may have been because we passed up several stops where no one was waiting, but that's not to take away from the Omnitrans system that worked like clockwork.

All in all, this experience taught me that riding the Omnitrans to school, for me, should only be reserved to when I have the time to spare, or when it is absolutely needed. That being said it completely erased my stigma towards suburban public transportation. Now I'm excited and grateful for me being able to make local trips completely free on the Omnitrans. If you live within a reasonable distance to campus, and within Omnitrans' routes, I truly recommend taking it to school at least once. If you make it even just a loose habit you will save tons of money on gas even if you've already purchased a parking permit. Remember to plan ahead and check out the times the buses stop running, if you have to stay on campus for a late class and live a way's away, you don't want to be stranded in the middle of the night with no ride.

S.B. COUNTY: Supes reduce Omnitrans membership

BY IMRAN GHORI

STAFF WRITER

ighori@pe.com

Published: 18 October 2011 05:30 PM

The San Bernardino County **A** Text Size  

Board of Supervisors will
have one less member on the Omnitrans governing board.

As part of an update to the joint powers agreement between the county and the 15 cities that make up the transit agency, only the four county supervisors whose districts are part of Omnitrans service area will be voting members of its board, supervisors agreed Tuesday. That leaves 1st District Supervisor Brad Mitzelfelt, who represents the High Desert, as the only non-member.

Historically, all five supervisors have been members of Omnitrans board but supervisors had discussed reducing their membership to as little as two members. But at Supervisor Neil Derry's suggestion they agreed to keep four members on its board.



INLAND: RTA, Omnitrans get \$10.8 million in federal grants

BY DUG BEGLEY

STAFF WRITER

dbegley@pe.com

Published: 18 October 2011 02:27 PM

Federal grants will put new **A** Text Size  
buses on Inland routes and
help build new transit centers and improve maintenance facilities,
officials said Tuesday.

Twenty-one new Dial-A-Ride vehicles are coming to Riverside Transit Agency, along with some needed repairs around the bus system's maintenance and storage spaces, officials said.

Bus agency officials announced Tuesday that the Department of Transportation approved a \$735,000 grant to replace the Dial-A-Ride buses, which ferry disabled and elderly passengers to destinations

Another \$1.3 million grant will be used to improve facilities in Riverside and Hemet where buses are maintained, cleaned and stored when not in use. Part of the maintenance site upgrades includes replacing underground fuel tanks with aboveground versions that are more environmentally friendly, officials said in a news release.

"RTA has a vision for how it wants to deliver public transportation for Riverside County, and we need grants like this to make the vision a reality," said RTA Chairman Bob Buster, in the release. "These projects are critical for the advancement of public bus service in our region."

Omnitrans, which serves south-central San Bernardino County, received \$8.85 million in federal grants, spokeswoman Wendy Williams said. Most of the money, \$5 million, is being used to replace buses in the system's fleet. An additional \$3 million is dedicated to the construction of a new transit center in downtown San Bernardino, which is planned to be the hub of bus, rapid transit and rail transit in San Bernardino County.

Williams said Omnitrans also received \$850,000 to study expanding rapid transit service to 4th Street and Holt Boulevard in Ontario.

Metro

Tuesday, November 01, 2011



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INDUSTRY NEWS

November 1, 2011

Calif.-based Omnitrans launches project website

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As construction moves forward on the \$1.5 billion California-based Omnitrans re-development project, the agency has launched a new website that will help inform the public about the 15.7-mile construction project between the cities of San Francisco and Los Angeles.

With a new look that incorporates social media, the re-developed website takes on a new user-friendly platform that allows residents and businesses to quickly and easily access information relating to their issues.

In the coming months, the site content will expand its capabilities about the pricing and location of construction activities available in November 2011. To get the information, a website section on the homepage will allow the public to sign up for the project's monthly newsletter and information for upcoming public outreach activities. The site updates a monthly newsletter about the project and gives the public an opportunity to meet regularly with the construction management team to address questions.

To help keep the public informed about real-time construction updates, Omnitrans also featured a new site Twitter handle. The site Twitter feed is available directly on the new website and will provide up-to-date construction activity, system re-opening, and construction safety and process planning and project events project information.

In addition, Omnitrans has created a Facebook page for the site project that will feature photos of construction and its progress, provide news and business content on updates, feature the project's progress at construction and open it might look like when it comes to their neighborhood. The site includes about roadway and parking, and construction photos, plans, and images and more.

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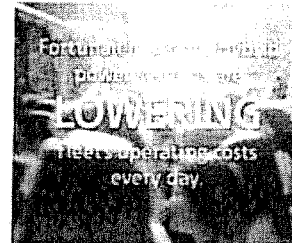
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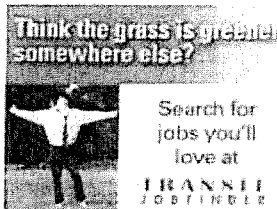


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Highland Community News

Thursday, November 17, 2011



BUSINESS

Highlander among Omnitrans honorees

[Print Page](#)

By Traci Kratzer, Reporter
Highland Community News

Published Thursday, November 17, 2011 4:10 PM PST

Increased ridership, new buses and upgraded facility improvements are just a few of the items that department heads at Omnitrans touched upon during an open house on Tuesday.

Celebrating 35 years of business, the transportation agency is gearing up for the future with plans for a bus rapid transit route, called the sbX (San Bernardino Express), that will connect major regional employment centers.

The 15.7 mile corridor will include new stations, dedicated right-of-way along part of the route, signal prioritization and ticket vending machines. These improvements will cut travel time from 60 minutes to 40 compared with the current route service. Construction of sbX began in September, 2009, and is expected to open in 2014.

Omnitrans is also upgrading the vehicle maintenance facility at the San Bernardino Fifth Street location in order to accommodate fourteen 60-foot bus rapid transit vehicles on order for sbX bus rapid transit service. Construction is scheduled to begin in June 2012 and be completed by June 2013.

A major project that is scheduled to be completed in October, 2013, is the San Bernardino Transit Center, which will "bring together many modes of transportation in a mixed-use environment."

Omnitrans is partnering with SANBAG and the San Bernardino Economic Development Corporation on the \$13.7 million project. The project will include 22 bus bays in a "bus street" configuration around a public "market square;" weather-protected waiting areas with shelters, lighting, public restrooms and electronic bus arrival information; solar-powered roof canopy; retail buildings; passenger drop-off areas; bicycle lockers and parking; and much more. The project will create about 149 jobs.

In addition to presenting all of the new improvements and plans scheduled for Omnitrans, two 35 year employees, Gabe Serna of Redlands and Scot Huffman of Highland were also honored at the presentation.

Serna planned to work for Omnitrans for "only six months" but has remained there for 35 years. He was a coach operator for five years, followed by 18 years as a dispatcher before being promoted to his current position as an analyst.

Huffman was hired in 1976 and spent 17 years as a coach operator, then briefly transferred to dispatching before becoming field supervisor in 1995. He currently serves as dispatch supervisor, overseeing the group that provides assistance and direction to operators in the field.

"I was on a five year plan," Huffman said. "But I have been here so long that being able to find somewhere else with this level of commitment would be difficult. This is a good job. It's solid."



Highland Community News Photo by Traci Kratzer - Omnitrans honored two of its 35 year employees and its Rodeo winner during an open house event on Tuesday to celebrate the agency's 35 years of service. Left, 35 year employee Scot Huffman, of Highland, Rodeo winner Rick Alvarez, 35 year employee Gabe Serna and Milo Victoria, CEO/General Manager of Omnitrans.

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sbsun.com

Community Connections expanding its transportation services to 10 Inland Valley cities

Suzanne Sprout, Staff Writer

Posted: 11/18/2011 08:04:03 AM PST

Community Connections is celebrating its one-year anniversary of bringing people together while promoting self-reliance.

The innovative program is administered by Community Senior Services in Claremont. It's a simple idea - matching volunteer drivers with people who have transportation needs.

To date, 71 eligible riders have traveled 13,772 miles throughout Los Angeles County. The riders, ranging in age from 5 to 96 years old, need help getting to the grocery store, doctor's appointments and outings.

"Our program is simple - friends and neighbors helping friends and neighbors to get to medical appointments, shopping, banking, volunteer assignments and to community events," said Sandee Hayden, program director.

Volunteers are paid for their mileage through the grant. That makes it easier to find help and avoids thoughts of being taken advantage of. It's a win/win situation and the program is expanding next month.

Community Senior Services has received a three-year San Bernardino County New Freedoms grant through a partnership with Omnitrans and Valley Transportation. Now the successful effort will include helping residents of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga and Upland. This allows program volunteers and recipients opportunities to cross county lines and

still be helped.

"Connections Volunteer Driver program is specific to individuals whose health conditions, limitations and disabilities make existing

public transportation challenging, their needs to travel are outside service areas or they need assistance when traveling," Hayden said.

The program's motto really is descriptive of this example of cooperation in motion. It reads "It's more than a ride from Point A to Point B . . . It's dignity, independence and mobility."

In actuality, Community Senior Services is returning to its roots with this project. More than 36 years ago the nonprofit began when volunteers started what was then called Get About, a transportation program in four local cities. The new effort now will operate in 10.

"Our program is modeled after the idea that friends and neighbors can help people they already know. We ask people as they apply to look to their natural support network for assistance and now with this they have the ability to reimburse for mileage. Even if you ask friends and family members it can reach a point where it's hard to keep asking and with gas prices the way they are all this traveling can cost



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money. Now people can and will say yes more often," she said.

"We're all aging, and this program helps give people permission to freely ask for help. This way people can lead enriching lives and not ones in social isolation."

Although the reimbursements are appreciated, helping others in need is satisfying. Also, during the car rides conversations start, friendships begin. That's priceless, she said.

Recently, Hayden fielded a call from a vibrant 96-year-old Claremont woman who needed a ride to a weekly dance she attends at the Anthony Muñoz Community Center in Ontario. It was late in the day and difficult to find someone, so Hayden drove her.

"I was a pinch-hitter that day and it turned out to be so much fun. The lady is 96 years old and has limited vision, but she can still dance. While I waited for her, I got asked to dance by several gentlemen. I now know how to fox trot," Hayden said with a laugh.

With expansion comes a need for more volunteers, especially with the upcoming holidays. The city of Upland is having its annual senior holiday breakfast on Dec. 22 at the Gibson Senior Center downtown. The program has been asked to help transport people.

"This year we will be providing drivers to homebound seniors so they can meet Santa and have some holiday cheer," Hayden said.

Applications are available in the Community Senior Services office. For information about volunteering or being helped by the program, call 909-621-9900.

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Fontana Herald News

Thursday, November 17, 2011

Fontana Herald News published Nov. 17, 2011

Omnitrans has come a long way in 35 years

Omnitrans officials gathered to celebrate the company's 35th anniversary on Tuesday.

By ALEJANDRO CANO

Published Thursday, November 17, 2011 12:44 PM PST

When Scot Huffman and Gabe Serna began working as bus drivers for Omnitrans in 1976, the 29 county vehicles were tough to drive during summer time and freezing during winter. The buses had no power steering and the seat lacked the air cushion it has today.

Back then, passenger fare was 25 cents for the general public and 10 cents for senior citizens and students.

Today, the 158 transit coaches are well equipped with communication and safety systems and are powered by compressed natural gas (CNG).

The 640-staff company now serves more than 50,000 people on an average weekday with its 26 local routes encompassing 15 cities (including Fontana) and unincorporated areas in the San Bernardino Valley. Fares today are \$1.50 one-way for general public.

"The difference is huge. Back then we had no radios, and when it got hot, it really got hot to the point that our shoe bottoms melted. Today drivers have it easy," said Serna, current operation analyst. "It has been a pleasure working with Omnitrans, a company that really cares about the community. I'm glad to have been part of the company and witness countless achievements."

Three and a half decades after Omnitrans was formed under a joint powers authority (JPA), the company enjoys a solid reputation for its quality of service.

Lots of changes have occurred since the company began operating under the direction of Paul G. Marsh, the first general manager, but the company has kept its promise to the community. Short and long-term plans are in the works to ensure riders continue receiving optimal service.

To celebrate its 35th anniversary, Omnitrans held a media open house on Tuesday, during which directors spoke about the past, the present and promising future of the company.

Milo Victoria, CEO and general manager, thanked the community for its support and promised to deliver the best transportation service in the region in the coming years.

"We have had our struggles but we have survived. We enjoy a great reputation and we look to the future with the community in mind," said Victoria.

According to authorities, the average rider is a full-time employed person (27 percent), low-income (61 percent), Hispanic (49 percent), female (52 percent) and under 35 years of age (43 percent).

Soon all of the customers will enjoy a 14-bus rapid transit line called sbx E Street Corridor as well as the San Bernardino Intermodal Transit Center which will be located at the southeast corner of E and Rialto streets in downtown San Bernardino.

The sbx Corridor will offer speeds comparable to cars, will reduce traffic congestion along the E corridor and will stimulate economic development, linking people with work, school, shopping, medical and entertainment destinations, said David Rutherford, public relations manager. The project is scheduled to be opened by January of 2014 at a price tag of \$191.7 million and will create about 205 jobs, Rutherford added.

Meanwhile, the San Bernardino Transit Center is anticipated to be opened by October of 2013 at a tag price of \$13.7 million and will create about 149 jobs, said Rohan Kuruppu, director of planning. Kuruppu added that the center will include 22 bus bays, safe and comfortable weather-protected waiting areas, solar-powered roof canopies, retail building and bicycle lockers.

The sbx project is funded by Omnitrans, SANBAG, and the Federal Transit Administration (FTA), while the transit center is funded by the City of San Bernardino and the Economic Development Corporation of the City of San Bernardino in addition to Omnitrans and SANBAG.

To accommodate the 14 new 60-foot buses that will serve the sbx line, Omnitrans will upgrade the Vehicle Maintenance Facility at a cost of \$8.6 million, said Jack Dooley, director of maintenance. The project will include modification of bus maintenance shop to create three lift-equipped, 75-foot long bays to accommodate 40- and 60-foot buses, a new bus wash line, new fueling islands, removal of underground storage previously used for diesel and unleaded gasoline, and re-lamping the bus yard, added Dooley.

While the company looks into the future, it will keep working to benefit local students with the free Go Smart College Pass Program, which improves access to education, lowers transportation and parking costs, reduces traffic congestion and parking demand, enhances sustainability goals, and introduces younger riders to transit, said Wendy Williams, director of marketing.

In the first 12 weeks of this one-year pilot program, Omnitrans recorded 405,562 trips and served 8,178 students, which represents 15 percent of all enrolled students at the four participating colleges -- Cal State San Bernardino, Chaffey College, Crenshaw Hills College and San Bernardino Valley College, said Williams.

Highland Community News

Thursday, November 17, 2011

Highland Community News published Nov. 17, 2011

ARCHIVES > NEWS

Free Omnitrans ride day

Published: Thursday, November 17, 2011 2:49 PM PST

Omnitrans is celebrating 35 years of bus service to the San Bernardino Valley. Since 1976, Omnitrans has tallied over 325 million passenger trips and driven over 250 million miles.

"From the start, the people of Omnitrans have worked to create a quality transportation system for the San Bernardino valley," said Milo Victoria, CEO/General Manager of Omnitrans. "From the humble beginnings of yesteryear, to the high tech plans for the future, we remain focused on the customer."

In appreciation, Omnitrans will have a free ride day on Friday, Nov. 25, the day after Thanksgiving.

Daily Bulletin

Saturday, December 03, 2011

Ontario furniture store joins residents in helping to Stuff-a-Bus

Liset Marquez, Staff Writer

Posted: 12/02/2011 08:26:57 PM PST

Updated: 12/02/2011 09:40:49 PM PST



Elvita Alvarado, 10, center, of Rancho Cucamonga, walks a boxed toy over to Omnitrans supervisor Debra Launche, right, Friday during the Stuff-a-Bus event in Ontario. (Micah Escamilla/Correspondent)

ONTARIO - Susan Connolly won't be able to be with her grandchildren for Christmas this year because they live out of state.

But Connolly, who lives in Rancho Cucamonga, still wanted to make a Christmas brighter for other children.

On Friday she dropped off several gifts at the 19th annual "Spark of Love" toy drive.

"This way I can help other children," she said. "This is the best thing I can do and it really gets you in the Christmas feeling."

The event is a collaboration of ABC-Channel 7, Omnitrans and the Ontario Fire Department.

Throughout the day, local businesses and residents stuffed buses with unwrapped toys. They were loading the eighth bus - a record for the Ontario collection - as of

6:30 p.m.

Toys collected at Friday's drive will be distributed to boys and girls in area communities, said Ontario fire Capt. Mike Pelletier.

Spark of Love is a five-county effort during which toys and games are collected for underserved children and teens in the Southland.

For years, Inland Empire residents have visited Ontario Mills for Spark of Love's Stuff-a-Bus toy drive. This year's event was held in the parking lot of Mathis Brothers Furniture store, which donated \$25,000 worth of toys.

That donation alone filled a bus and a half, said Rit

"We're headquartered in Oklahoma where we support a lot of charities. We've been in Ontario for a number of years and we felt we were long overdue to do something," he said. "It feels good to help."

Crowd favorite KABC-TV weatherman Garth Kemp, who was dressed as an elf, stopped and posed for photos with members of the public.

Among those snapping a photo were Vicki Lopez and her husband, Danny. The couple said they had never donated to the Stuff-A-Bus toy drive until Friday.

In the past, the Chino Hills couple has even adopted a family for holiday season.

"There's always someone less fortunate than us," Vicki said.

This year the couple, with the help of Toys "R" Us staff, bought toolboxes, Barbie items and a bowling set for the Stuff-A-Bus event.

"So many people need help. So many kids they don't get anything for Christmas. It's nice to be able to help," Danny said. "Most of these kids are very appreciative."

Collected toys will be distributed to local families and charitable organizations.

Helping collect toys for the event was Chris George, who was dressed as Raider Claus. George's black-and-white Santa suit had the Raiders logo on the belt buckle and on the back.

The Beaumont resident said he will be at a total of four Spark of Love toy drives. Ontario marked his first collection.

"I just want to show the positive side of Raider fans," he said.

George said he expected to donate about 300 gifts from Friday's collection to the Ontario firefighters.

He will also be collecting toys in Redlands on Sunday, from 10 a.m. to 1 p.m. at Pharaoh's Adventure Park.

The Stuff-a-Bus collection site in Ontario is expected to help more than 3,000 families in the Ontario-Montclair School District.

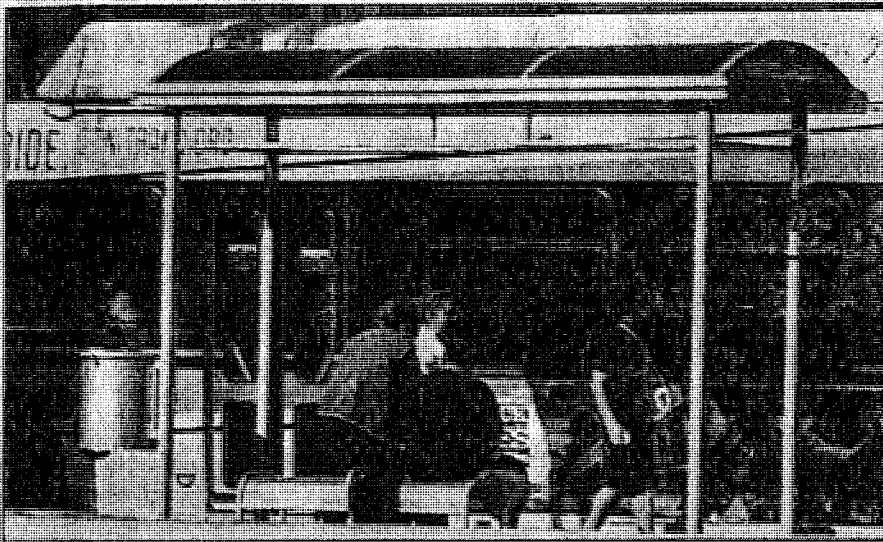
Besides the school district, the Fire Department also donates to American Red Cross, Ronald McDonald House, Salvation Army, House of Ruth, Steven's Hope for Children and area hospitals.

Pelletier said gifts are welcomed for children as old as 18. People who were not able donate a toy still have a chance to do so, as the Fire Department will collect throughout the month at all Ontario fire stations.

"Every toy helps," Pelletier said.

To make a donation, visit an Ontario fire station or its other sponsor, the Farmer Boys restaurant at 1190 E. Francis St.

Reach Liset via email, call her at 909-483-8556, or find her on Twitter @OBOntarioNow.



PAUL KLEINDEL/PHOTOGRAPHY

A bus picks up passengers at one of the new bus stop shelters at Fourth and G streets in San Bernardino. Omnitrans is installing them at the city's interim transfer center downtown.

Big hopes ride on new bus shelters

The goal in downtown San Bernardino is not only to shield passengers but also to spur development

BY LONA NINES
STAFF WRITER
lnines@pe.com

Omnitrans has begun installing eight new shelters along San Bernardino's interim downtown bus transfer center as the Inland area prepares for more rainy fall-like weather.

The shelters, costing almost \$40,000, are among a few improvements made to the Fourth Street bus stops between F and G streets, said Jeff Smith, senior urban planner for the San Bernardino Economic Development Agency. An estimated \$220,000 went toward street, curb and gutter improvements, he said.

This summer, Omnitrans added benches, trash cans

and portable restrooms along the street. The enhancements were part of the move to consolidate bus stops and make way for downtown construction projects, including Omnitrans' sbX bus rapid transit line, said Omnitrans spokeswoman Wendy Williams. The \$191.7 million sbX project is to transport students and workers between Cal State San Bernardino and the medical complex in Loma Linda.

"This interim Fourth Street transfer center improves connectivity for our customers, but, just as importantly, it creates space for new projects to take shape in the city," said Omnitrans CEO and General Manager Milo Victoria in a written statement.

A constant stream of people got on and off buses on a recent warm and sunny afternoon. Riders sat on grass or stood along the street or

under awnings of nearby businesses as they waited for transfers.

Williams said 13 bus routes and thousands of riders will meet at the interim transfer center as a permanent center at Rialto and E streets is completed. Construction is expected to be finished between late 2013 and early 2014, she said.

The downtown San Bernardino transit center, where the buses will stop eventually, will be the centerpiece of the city's transit, officials hope. Metro-link and Omnitrans buses also will stop at the transit center, where more than 10,000 bus and train boardings are expected each day.

Officials are hopeful the project, expected to create 230 jobs during two years of construction, also becomes a catalyst for development.

Yucaipa News-Mirror
Thursday, December 15, 2011

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Council agrees on its committee memberships

By NOELLE KIELY
Staff Reporter

Published Thursday, December 15, 2011 11:08 PM PST

Director of General Services Jennifer Shankland announced at the Dec. 12 city council meeting, "This item is to review council memberships on various committees and organizations. There are three committees that are up for recommendation to either eliminate or provide staff with direction."

Mayor Dick Riddell said, "I would like to remain on Omnitrans and SanBag. I do have the time to spend and I spend a minimum of 20 hour a week on these."

Riddell added, "Another committee I'd like to stay on is the Flood Control Advisory Committee. We've been successful in getting more than our fair share of funds for zone three and I've made some good contacts there."

Remaining council agreed to allow Riddell to continue to serve on these committees.

Mayor Pro Tem Diane Smith gave up her seat on the Economic Development Advisory Committee to Councilwoman Denise Hoyt who expressed interest in obtaining a seat.

Very little changes were made to the remaining committees with the exception of the removal of the County Wide Gangs and Task-Force and the rejection of staff's suggestion to eliminate the Aquatic Facility Ad-hoc Committee. Riddell said, "I think it's in our best interest to stay on this committee. There are issues coming up where we will want our input." Hoyt agreed and remains the council representative for the committee.

Staff requested council direction for the Calimesa Ad-hoc Committee. Riddell said the two cities were in disagreement on how to organize the committee.

"Calimesa wanted a mayor committee, but I think it should be two councilmembers, one of course, could be a mayor. It's not a time consuming. I think we only met once last year."

Councilmen Tom Masner and Greg Bogh agreed to serve on the Calimesa Ad-hoc Committee, which ended the membership appointments.

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PRESS ENTERPRISE

December 27, 2011 (online article)

SAN BERNARDINO: Omnitrans bus burning near park

BY STEVEN BARRIE

STAFF WRITER

sbarrie@pe.com

Published: 27 December 2011 08:31 PM

A

Text Size



A public-transportation bus is burning in San Bernardino and fire crews have arrived on scene.

The Omnitrans bus has been reported to be well-involved in flames at Highland Avenue and Harrison Street near Perris Hill Park, dispatchers said. They had no other information about the fire.

Additional firefighter resources were requested from the scene, dispatchers said.

sbsun.com

San Bernardino: A look back at 2011

Staff Reports

Posted: 12/29/2011 11:26:57 PM PST

San Bernardino International Airport

The biggest story of the year was an FBI raid at San Bernardino International Airport.

Following a civil Grand Jury report that questioned operational and financial oversight of the airport, federal investigators raided the former Norton Air Force Base on Sept. 21.

The FBI filled a 26-foot U-Haul truck with official records, as the agency is attempting to show a relationship between controversial airport developer Scot Spencer, Mayor Pat Morris, former interim Executive Director Donald L. Rogers, airport Aviation Director Bill Ingraham, Mike Burrows, the Inland Valley Development Agency's assistant director, former airport director Thomas "T. Milford" Harrison, and South Carolina-based aircraft materials company Tiger Enterprises and Trading.

Poverty among highest in nation

An estimated 34.6 percent of the city's residents live below the poverty level, ranking it first in the state among those with a population of 200,000 or more and second nationally behind Detroit, according to findings by the U.S. Census Bureau.

City leaders attribute the numbers to the loss of Norton Air Force Base in the early 1990s, the ongoing economic downturn, an uneducated workforce and an abundant supply of cheap housing that attracts families on the brink of poverty.

New downtown courthouse

In November, construction began on the new San Bernardino

County courthouse in downtown.

An estimated \$339million project, the 11-story building will have 36 courtrooms.

Taking shape at Third Street and Arrowhead Avenue, officials tout the courthouse as a jobs-generator that will contribute to revival of the downtown area.

SBX breaks ground

In September, officials broke ground on the \$192 million SBX bus rapid transit line.

The bus line will connect the Cal State San Bernardino and Loma Linda University areas through a 15.7-mile route, including 16 stations near key civic and business centers.

The bus line is expected to be the first of several transit projects that will converge in the downtown area.

New police chief

Police Chief Robert Handy was sworn in before a crowd of colleagues and relatives during a City

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Sun
Friday, December 30, 2011

sbsun.com

Sinkhole in Colton

Staff report

Posted: 12/30/2011 01:10:13 PM PST

A sinkhole has closed traffic on the Mt. Vernon Avenue Bridge in Colton, snarling traffic for commuters going north and south in the city.

The hole on the street opened up early Friday because of recent rains and also from last year's rains, said Victor Ortiz, civil engineer with the city of Colton.

City crews planned to fill the hole today, place a temporary steel plate over it and to re-open the bridge later today, Ortiz said.

Colton police said about 10 vehicles were damaged by the hole -- including an OmniTrans bus -- as they drove over the hole, which got progressively worse with each car going over it.

Ortiz said the sinkhole and bridge were inspected earlier today and that inspectors determined that the hole -- which is roughly 6 to 10 feet deep and about 15 by 10 feet wide will not affect the structural integrity of the bridge.



Crews from the city of Colton work at repairing a sinkhole that opened up Friday December 30, 2011 on a South Mt Vernon bridge. (Rick Sforza, Staff photographer)

Other Sunday, January 01, 2012

OmniTrans' New Approach to Routes a Success! *OmniGo Route Expanded - Weekend Service Available*

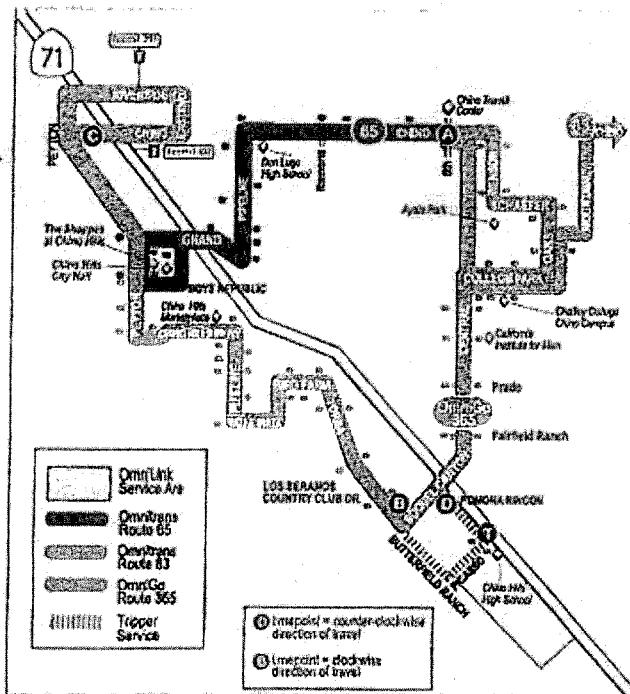
OmniTrans took a new, innovative approach to providing transportation services for Chino Hills residents by launching "OmniGo" service in September 2010. Ridership continues to increase with October 2011 levels reaching 4,516 trips, a rate 25% higher than the same month in 2010 when fares were at a discounted promotional rate to attract riders to the new service. OmniGo is "the hometown shuttle" and the route was designed, with significant input, to serve Ayala and Chino Hills High Schools, Chaffey College, the Chino Hills Government Center, and key shopping destinations. Chino Hills OmniGo Route 365 operates Monday through Friday from 5:15 a.m. to 10:00 p.m. Weekend service is also provided on Saturdays from 6:15 a.m. to 7:00 p.m.; and Sundays from 6:15 a.m. to 6:00 p.m.



Survey Leads to Expanded OmniGo Circulator Route

Chino Hills partnered with OmniTrans to conduct a transportation survey in 2011. In response to input received, the OmniGo route was extended in the Fall of 2011 to serve destinations north of Grand Avenue. The OmniGo route now continues north on Peyton Drive, east on Riverside Drive, south on East End, and west on Chino Avenue before returning south on Peyton Drive. This expansion adds direct connections to entertainment, shopping, medical, retail, apartments, and the Chino Avenue Park-n-Ride lot. Survey respondents also requested increased frequency, from 60 minutes to 30 minutes, on the OmniGo local circulator route. OmniTrans will continue to evaluate ridership and passenger loads and may consider increasing the frequency when increases are sustained over time.

OmniTrans also offers OmniLink service which provides curb-to-curb trips and transit connections in Chino Hills by responding to phone requests for service. Riders must make a reservation by calling (800) 330-6424. Ridership on the combined OmniGo and OmniLink routes reached three consecutive monthly highs that were 300 - 400 percent higher than the previous year (March, April, May).



More students riding free

The one-year bus program is popular on college campuses, but continued funding is in doubt.

BY ANN MOULTY
LOS ANGELES

The number of college students who took advantage of free bus rides in San Bernardino County surpassed expectations, leaving transit officials cautiously optimistic that free bus service to area campuses can continue.

"It has made a big difference to some of the students," said Wendy Williams, spokeswoman for the transit agency serving south-central San Bernardino County.

The program, a one-year pilot that started in August, offers free bus rides to students at six campuses. In the first semester, more than 9,400 students took nearly 60,000 bus trips. Williams said about 17 percent of students took bus rides, ranging from 11 percent at San Bernardino



College students leave an Orange bus and head toward San Bernardino Valley College. "I know a lot of people use it," said Camille Powell of San Bernardino, a Cal State student. "It's the only way they have to get to school."

San Bernardino Valley College to 11 percent at Cal State San Bernardino. Chaffey College's three campuses and Crafton Hills College also participate.

Each week, about 10 percent of enrolled students take at least one trip, Williams said.

"I think the most surprising thing to me is that we never plateaued in the first semester in terms of attracting people," Williams said. "Even in the last week of the program, there were new unique IDs being swiped."

One of the early adopters was Camille Powell, 20, of San Bernardino, who attends Cal State. Powell said she started using the bus to avoid parking fees on days when she could not carpool with friends.

"I know a lot of people use it," Powell said. "It's the only way they have to get to school."

Area municipalities are paying the \$579,000 cost of the pilot program, which will continue through the upcoming semester.

Most of the cities are using funds aimed at improving air quality. Inland county and city officials and college administrators have said that free bus service reduces the number of vehicles on cam-

pus, decreasing pollution and lessening the burden to provide parking.

Beyond this semester, Williams said Omnitrans is working with the student government associations of the various colleges to coordinate a student vote to approve a fee that would fund the program in the future.

Assemblyman Paul Cook, R-Yucca Valley, championed a bill in 2009 allowing community colleges to assess a transit fee, with student approval. Each of the campuses in San Bernardino County is expected to vote on the proposal to create a student fee.

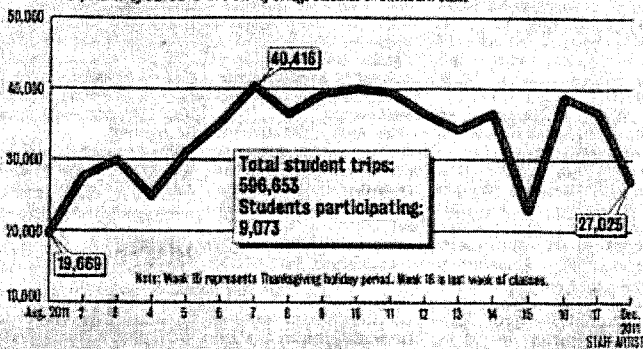
In Riverside County, many college campuses have approved a similar fee. Eighty-five percent of Mt. San Jacinto College students voted in April for a \$6 fee to keep bus rides free.

Since 2010, students have approved free rides at UC Riverside, Riverside City College and Moreno Valley College. California Baptist University and La Sierra University also participate in the program. According to October ridership figures, use of the free bus rides increased at every campus.

The money defrays Omni-

SCHOOL BUS BOOM: About 17 percent of students enrolled in San Bernardino colleges used their student ID to get a free bus ride during the first three months of Omnitrans' Go Smart program.

Number of trips taken by San Bernardino County college students on Omnitrans buses



trans' costs to provide the service.

For students who rely on public transportation or are trying to cut costs, Williams said the free ride is important.

"What may seem like a small thing to some of us is a big thing to some students," she said. "A student bus pass would be \$35 per month, and parking fees vary at the different colleges."

Powell agreed.

"Everyone's looking to save money," she laughed.

"Clip coupons, shop at thrift stores, whatever."

sbsun.com

Colton man held in jail jumpsuit theft

By Melissa Pinion-Whitt, The (San Bernardino County) Sun

Posted: 01/06/2012 10:07:04 AM PST

A man wearing an orange jail jumpsuit who boarded an Omnitrans bus this morning in Rancho Cucamonga wasn't an escapee, but sheriff's deputies say he did commit a crime.

Jerry Valentine Aldama, 26, of Colton, stashed an inmate jumpsuit in his belongings when he was released from West Valley Detention Center in Rancho Cucamonga. He put on the jumpsuit after he was released.

When Aldama got on the bus, the driver contacted the Sheriff's Department.

"The driver continued on his route, but kept providing updates," San Bernardino County sheriff's officials said in a news release.

Deputies intercepted the bus at the corner of Sierra Avenue and Orange Way in Fontana. They arrested Aldama on suspicion of possessing stolen property and took him back to West Valley Detention Center.

Reach Melissa via email or call her at 909-386-3878.

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January 7, 2012

Bus rider in jail suit arrested

Man allegedly stole outfit before his release

By Melissa Pinion-Whitt Staff Writer

RANCHO CUCAMONGA — A man wearing jail inmate clothing who boarded an Omnitrans bus on Friday morning wasn't an escapee, but sheriff's deputies say he did commit a crime.

Jerry Valentine Aldama, 26, of Colton, stashed a bright orange inmate outfit in his belongings when he was released from West Valley Detention Center in Rancho Cucamonga at 4:31 a.m. He changed into the jail outfit after he was released.

When Aldama got on the bus shortly before 6 a.m., the driver contacted the Sheriff's Department.

"He was in a full jail jumpsuit, and (the driver) thought it was suspicious," sheriff's Detective Stacey Schneiderwent said.

It's an incident that has baffled sheriff's officials.

"I'm sure the bus driver was thinking, 'This guy just escaped from jail.' I mean, who would wear inmate clothing on the street intentionally?" said Cindy Bachman, San Bernardino County sheriff's spokeswoman.

The driver continued on his route, but kept providing updates to dispatchers.

Deputies intercepted the bus at Sierra Avenue and Orange Way in Fontana.

Aldama was arrested on suspicion of possessing stolen property and taken back to West Valley Detention Center. He was originally booked at the jail Thursday night on a warrant.

Bachman said the man left the jail wearing street clothes, so it wasn't a matter of not having anything else to wear.

"There's nothing fashionable about it," she said. "It's elastic waist pants that don't fit well and a pull over short-sleeve shirt that matches the elastic waist pants."



MICHAEL LEE/STAFF PHOTOGRAPHER

Passengers arrive at the Santa Fe Depot in San Bernardino on Dec. 23. The train on the left will be leaving for Los Angeles, the train on the right will be heading to Orange County.

MAKING PROGRESS

Inland transportation officials plan to spend more than \$20 million in the next year designing expansions of Metrolink service and millions more building associated stations and bus connections to rail service.

\$7.1 million

PERRIS VALLEY LINE

Additional amount approved last month for design and engineering of the \$253 million project between Riverside and Perris.

\$11 million

DOWNTOWN SAN BERNARDINO RAIL

For continued design and planning of passenger rail service extension from the Santa Fe Depot on Third Street to downtown and E Street and Rialto Avenue.

\$64.7 million

SAN BERNARDINO BUS

Construction cost of the bus rapid transit project planned along E Street and Hospitality Lane. Work begins later this month and is expected to be largely completed this year.

SOURCES: SAN BERNARDINO ASSOCIATED GOVERNMENT, RIVERSIDE COUNTY TRANSPORTATION COMMISSION, SANITARIUM

SLIP 10/101

Buses, trains getting cash infusion

Millions will be spent on design, engineering and construction for three major inland transportation projects

BY BOB BEELEY
STAFF WRITER
bbg@pe.com

Long-discussed transit projects in San Bernardino and Riverside counties will be more than just talk this year — transportation agencies are committed to spend millions either designing or building expansions to local bus and rail systems.

The work will tap funds approved years ago, before the economic recession, as well as recently

secured federal dollars.

San Bernardino County transportation officials are scheduled today to approve nearly \$11 million for design and construction of a major transit hub in downtown San Bernardino and engineering of a planned extension of Metrolink service to the spot at E Street and Rialto Avenue.

The sum includes a \$3.9 million contract addition for HDR Engineering to design an expanded Metrolink maintenance yard in

Colton, which will service and store the additional trains once the downtown line starts service in mid-2014, as well as a \$6.9 million contract with Parsons Brinckerhoff to oversee construction of the yard.

Another project, the sbX bus rapid transit line along E Street and Hospitality Lane in San Bernardino, also links to the E and Rialto station. Construction will start later this month in three spots along the 13.7-mile route, officials said.

In Riverside County, transportation commissioners last month approved a \$7.1 million addition to a design contract for the Perris Val-

ley Line, which would extend Metrolink service from Riverside to Perris and include four new stations. Construction on the \$253 million project is expected to start later this year, after some delays and months of additional study to resolve environmental concerns. Officials are still waiting for federal approval of the project and the resolution of a lawsuit filed by residents concerned about noise the construction and additional trains might cause.

Inland officials have considered the three transit projects for years.

SEE PROJECTS '10

PROJECTS

CONSTRUCTION

last 2002 could be the important working point, said Bart Reed, executive director of The Transit Coalition, a Southern California group that advocates for increased bus and rail interconnect in the region.

"I'm just excited that things are all reaching maturity or getting there," Reed said.

Designs for both rail projects are expected to be complete and federal approvals granted later this year. Construction could begin in last quarter of 2002.

The San Bernardino and Riverside county projects extend commuter rail service to large centers where residents live or work. The Perris Valley Line is expected to

DESIGN, ENGINEERING COSTS

Over the past two years, a contract with HDR Engineering for design work to extend passenger trains to downtown San Bernardino has quadrupled. San Bernardino officials say it always was their intention to pay for the design and engineering work in phases.

FEBRUARY 2001 Contract approved for \$2.3 million
JUNE 2001 More design needed, contract increased to \$2.4 million
JANUARY 2001 Contract increased to \$2.4 million
JUNE 2001 Total work brings total to \$2.5 million
SEPTEMBER 2001 Contract total increased to \$24.5 million
TODAY If approved, contract increases to \$28.4 million

carry 4,350 people on the opening day, according to estimates.

Rick Bernardino officials have said extending Metrolink to E and Ninth will bring passenger trains practically to the center of the county's economic core, a few blocks from county of-

ficials and numerous to building and numerous to and businesses.

"It's a whole new way of making downtown San Bernardino more accessible and have train service like Los Angeles," Reed said.

All of the transit planning and construction relies on a combination of federal, state and local funds. The state pro-

UPCOMING MEETINGS

Transit officials are holding their meetings in San Bernardino this month to discuss construction plans for the city bus rapid transit project.

- 11 a.m.-noon Jan. 8, San Bernardino Economic Development Agency Office of Economic Development, 200 N. E. Second Floor
- 5-6 p.m. Jan. 8, Westmont Community Center, 3550 Little Canyon Drive
- 5-6 p.m. Jan. 11, Nissan San Bernardino, 555 E. Hospitality Lane

STATE INFRASTRUCTURE

ject, which connects the State San Bernardino to the Long Beach University Medical Center area, and the Per-

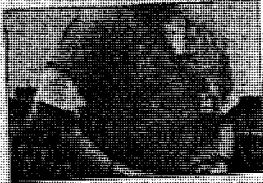
ris Valley Line each received \$75 million in federal transit funds.

Train and bus riders said they are eager to see the improvements, although they have other wishes, too.

Jay H. Boardman, 34, said he would like to see more buses serving downtown Riverside, where he works.

Though supportive of the major expansions, Boardman said that sometimes building big projects can detract from other priorities. He noted that signs and lights at Riverside Transit Agency bus stops are the biggest improvement to his bus service. The improvements were paid for through a \$17.4 million grant that was part of the federal stimulus program.

"That project was better for me than a new route," Boardman said.



BY PHOTODISK
A Fred Cohen man is said to have worn jail clothing, similar to that.

Freed inmate is re-arrested over jail outfit

BY JAMES L. RANSOME
SAN MATEO
Continued from A1

A jail inmate enjoyed only 78 minutes of freedom after he was released Friday morning before he was arrested for stealing his jail clothing.

San Bernardino County Sheriff's Department officials were baffled as to why Jerry Valentino Aldama, 34, of Colton, would not on his personal clothes, smuggle his orange jail shirt and pants outside and then change back into jail clothing before boarding a nearby bus.

"That freedom I don't know," said sheriff's Sgt. Frank Montano. "It was his jail clothing, but it belongs to the jail."

BY JAMES L. RANSOME

JUMPSUIT

Continued from A1

Aldama had been arrested at 10 p.m. Thursday on suspicion of shoplifting and taken to appear in court. He was issued a citation and released from Rancho Cucamonga jail about 1 a.m. Friday. San Bernardino County Sheriff's spokeswoman Cindy Bachman said.

Bachman said jail clothing consists of a cotton blend orange pull-over shirt and a pair of orange pants with an elastic waistline. Lettering on the back of the shirt and on the pants in the upper thigh area says "SBSO Corrections."

"Nothing fancy. I never imagined that they would be terribly comfortable," she said.

Men and inmates are not routinely searched when they are released from jail because they are given only items they brought with them when they were booked. Any weapons or contraband would have been

seized.

Aldama boarded the Omnicare bus at a stop adjacent to a driveway used by police to enter and leave the jail complex. At that point nobody spotted him wearing the orange shirt and pants.

Ed Cooney, an Omnicare dispatcher, said he received a radio call from the bus driver after Aldama boarded and paid his \$1.50 fare.

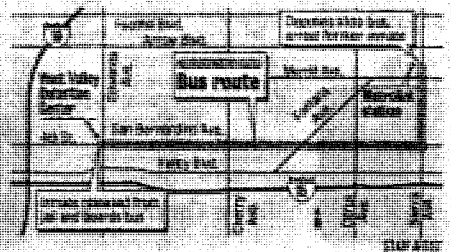
"He said the fellow was wearing the jail clothing and seemed kind of nervous," Cooney said. "But he got on and paid, so there was

nothing the driver could do. He asked me to call the sheriff and I did."

Deputies caught up with the bus near a Microsoft commuter rail station in Pomona about three miles away, where Aldama was taken into custody at 5:40 a.m.

Aldama was freed back into the West Valley Detention Center on suspicion of possessing stolen property. The bail was set at \$10,000.

When Aldama is next released, Bachman said, "I'm sure that his property will be checked thoroughly before he leaves."



THE SAN BERNARDINO SUN

January 7, 2012

SAN BERNARDINO

Meeting on SBX bus project

The Omnitrans SBX bus rapid-transit project will be the topic at a meeting for business owners near E Street between 10th and Fifth streets from 10 a.m. to noon Wednesday in the Office of Business Development, 201 N. E St., second floor.

Project managers will offer information and answer questions about construction work that will begin this month and continue for about six months.

Sun
Saturday, January 07, 2012
a 1

SAN BERNARDINO

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Project managers will offer information and answer questions about construction work that will begin this month and continue for about six months.

Inland New Today
Wednesday, January 11, 2012

Initial work on sbX just ahead

SAN BERNARDINO - Initial construction of the sbX Bus Rapid Transit Project begins this month.

Omnitrans' Dave Rutherford says the 16-mile line between the campus of Cal State-San Bernardino and Loma Linda will cut vehicle congestion and offer a cost-effective and efficient alternative "and more convenient service and it provides faster trips up and down the corridor. We're aiming for start-up service in 2014."

Street widening and a park-n-ride facility on Kendall Drive are first up. (INT)

Story Date: January 10, 2012

Other
Wednesday, January 11, 2012

press release

Jan 11, 2012 6:00 am PST

Iteris Receives \$706,000 Order for Video Detection Equipment as Part of Omnitrans sbX Bus Rapid Transit Project

— Comet Electric to Deploy Iteris' Vantage Video Detection Systems along 15.7 Mile Corridor in San Bernardino and Loma Linda, California —



SANTA ANA, Calif., Jan. 11, 2012 (BUSINESS WIRE) — Iteris, Inc. (NYSE:ITRI), a leader in traffic management solutions, received an order for \$706,000 from Comet Electric, Inc. to provide video detection systems and related communication equipment for the Omnitrans sbX Bus Rapid Transit (BRT) project. The Vantage(R) video detection systems will cover a 15.7 mile corridor across San Bernardino and Loma Linda, California.

The multi-agency sbX project is the beginning of an intermodal public transit system in California's San Bernardino Valley that aims to reduce vehicle congestion and provide the public with a cost effective, efficient, and environmentally friendly alternative to using personal vehicles.

Iteris' Vantage video detection systems will be deployed as part of the upgrade to sections along the project route. Shipments are expected to occur in the current quarter. "Our selection by the Omnitrans sbX team to provide detection solutions for this innovative and important BRT project is an important win for Iteris and underscores the competitive advantages we provide," said Abbas Mohaddes, president and CEO of Iteris. "As agencies increasingly understand the benefits of video-based detection and the expansion potential of video detection functionality, they realize our video detection technology represents a 'future proof' investment with attractive returns."

About Omnitrans

Omnitrans is a public transportation agency established in 1976 in San Bernardino County, California. As the largest transit operator within San Bernardino County, it serves the San Bernardino Valley, including 15 cities and portions of the unincorporated areas of San Bernardino County. Omnitrans currently carries about 14 million passengers per year and operates 27 fixed routes as well as a general public dial-a-ride service, "OmniLink," and a paratransit service for the disabled. Major destinations within the Omnitrans service area include transportation centers, medical centers, educational facilities, shopping malls, business parks, and community centers.

About Iteris, Inc.

Iteris, Inc. is a leader in traffic management focused on the development and application of advanced technologies that reduce traffic congestion, minimize the environmental impact of traffic congestion, and improve the safety of surface transportation systems infrastructure. Combining outdoor image processing, traffic engineering, and information technology, Iteris offers a broad range of Intelligent Transportation Systems solutions to customers worldwide. Iteris is headquartered in Santa Ana, California with offices throughout North America and in the Middle East. Investors are encouraged to contact us at 888-329-4483 or at www.iteris.com.

Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995

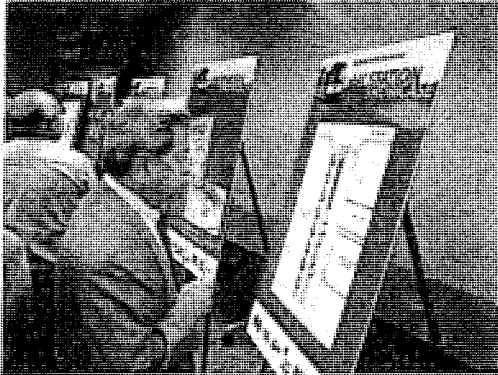
This release may contain forward-looking statements, which speak only as of the date hereof and are based upon our current expectations and the information available to us at the time. Words such as "believes," "anticipates," "expects," "intends," "plans," "seeks," "estimates," "may," "will," "can," and variations of these words or similar expressions are intended to identify forward-looking statements. These statements include, but are not limited to, statements about the performance, acceptance, and expected benefits of our

sbsun.com

Business owners, officials discuss San Bernardino-area rapid- transportation project

Josh Dulaney, The (San Bernardino County) Sun

Posted: 01/11/2012 01:21:41 PM PST



Greg Villanueva, property owner, looks at some of the SBX bill boards on Tuesday Wednesday January 11, 2012 during the Omnitrans SBX bus Rapid Transit B. owners Open house meeting at San Bernardino EDA Office of Business Development in San Bernardino (LaFonzo Rachel Staff Photographer)

SAN BERNARDINO — Business owners on Wednesday morning met with transportation officials in the first of a series of discussions on how construction of the SBX bus rapid transit system will impact local commerce.

"We're happy to see some reinvestment in San Bernardino," said Matt Florez, who owns a McDonald's franchise at Second and G streets. "Our concern is that they try to work with local businesses."

The \$192 million project — funded by federal,

state and local tax dollars — will connect the Cal State San Bernardino and Loma Linda University areas along the E Street Corridor.

Representatives from Omnitrans, the bus agency serving the San Bernardino Valley, were on hand in the downtown Office of Business and Development to outline some of the upcoming roadwork for the project, which is expected to start this month and finish in two years.

The 15.7 mile project, which features 16 stops and four park-and-ride options, will initially include work along E Street, between 10th and Fifth streets.

The lane closest to the curb on E Street will have portions closed during construction. Traffic control signs will be placed in the area, but officials say detours will not be needed.

Work on the west side of E Street could last up to six months, and then construction crews will move south on E Street, between Fifth Street and Rialto Avenue, on the west side of the street.

Once they finish that segment, they will move to the east side of E Street between 10th Street and Rialto Avenue.

Officials say in order to minimize impact on

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businesses, construction will take place in 2,000-foot sections and will not be allowed to take place next to each other.

The bus rapid transit line is part of a transportation timeline over the next two years that could see the completion of the 215 Freeway widening project and the downtown transit center, as well as the start of the passenger rail project that will link downtown to Los Angeles via Metrolink.

"This project is actually a key component of the overall long-range transportation plan for the region," said Robert Chevez, community liaison for the project.

Reach Josh via email, call him at 909-386-3885, or find him on Twitter @SBcityNow.

January 12, 2012

SBX officials reach out

Business owners hear plan for buses

By Josh Dulaney Staff Writer

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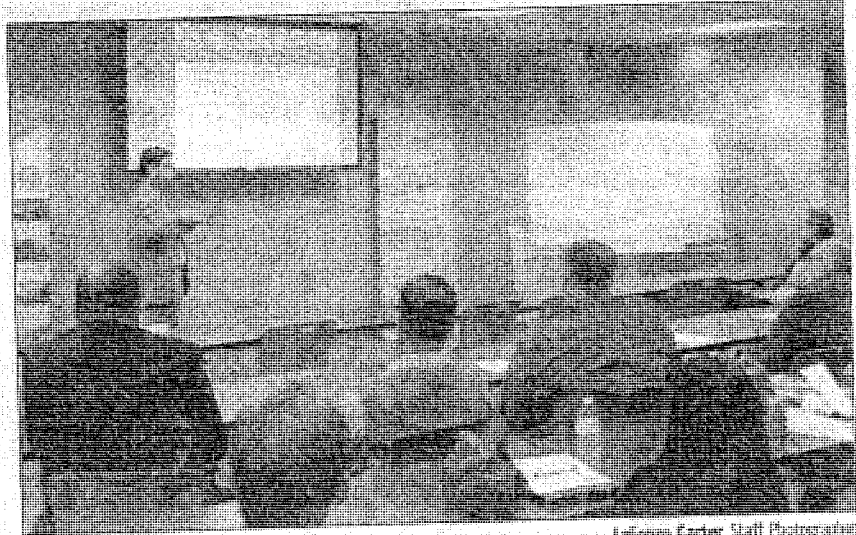
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The lane closest to the curb on E Street will have portions closed during



Lafonso Carter Staff Photographer

Robert Chevez, a community liaison for the SBX bus line, speaks at an open house Wednesday at the Office of Business Development in San Bernardino. SBX will connect Cal State San Bernardino and Loma Linda University.

construction. Traffic-control signs will be placed in the area, but officials say detours will not be needed.

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SBSUN.COM

See the route of the SBX line.

between 10th Street and Rialto Avenue.

Officials say in order to minimize impact on businesses, construction will take place in 2,000-foot sections and will not be allowed to take place next to

SBX A6

SBX

From A1
each other.

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josh.dulaney@inlandnewspapers.com
909-386-3885

THE SAN BERNARDINO SUN

January 22, 2012

SB COUNTY

Potential route changes to be unveiled

Potential changes to Omnitrans bus routes will be unveiled for customer comment at the transit center on Tuesday.

Consultants will take feedback as part of an analysis spearheaded by San Bernardino Associated Governments, the county's transportation planning agency. The meeting takes place on Tuesday at the transit center located at the intersection of North G Street and West Fourth Street, from 3 p.m. to 6 p.m. Potential changes include major alignment changes on 15 bus routes, minor alignment changes to five bus routes as well as options for several new bus routes.

THE SAN BERNARDINO SUN

January 23, 2012

SAN BERNARDINO **Omnitrans feedback meeting on Tuesday**

Potential changes to Omnitrans bus routes will be unveiled Tuesday for customer comment at the transit center.

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josh.dulaney@inlandnewspapers.com



DATE: February 1, 2012

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

FROM: Milo Victoria, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

Ridership for December 2011 was 1,251,336, compared to 1,128,814 in December 2010. This is a 11 percent increase from December of last year.

Year-to-date system-wide ridership through December 2011 was 8,034,624 which is an increase of 8.37 percent from last year-to-date. Fixed route ridership increased by 605,211 passengers year-to-date. Ridership on Access increased by 19,243 passengers, and OmniLink decreased by 4,051 passengers. Year-to-date OmniGo ridership was 21,658.

Year-to-date pass outlet sales through December 2011 decreased by 15,956 units, with 44,923 units sold compared to 60,879 units sold last year. This represents a decrease of 26.2 percent year-to-date. Revenue from pass outlet and ticket sales increased 16 percent from last year (\$2,848,839.10 vs. \$2,455,519.80 last year, an increase of \$393,319.30).

Year-to-date fixed route revenue through December 2011 was \$6,701,303 compared to \$6,608,242 last year, which is an increase of 1.41 percent.

On-time performance for December 2011 was 86.48 percent.

During the month of December, there were five vandalism incidents on Omnitrans buses – one in Colton, one in Fontana, one in Loma Linda, one in Rialto, and one in San Bernardino.

Omnitrans participated in two outreach events in December – Stuff-A-Bus Spark of Love Toy Drive on December 2 and the Bloomington Christmas Parade on December 3.

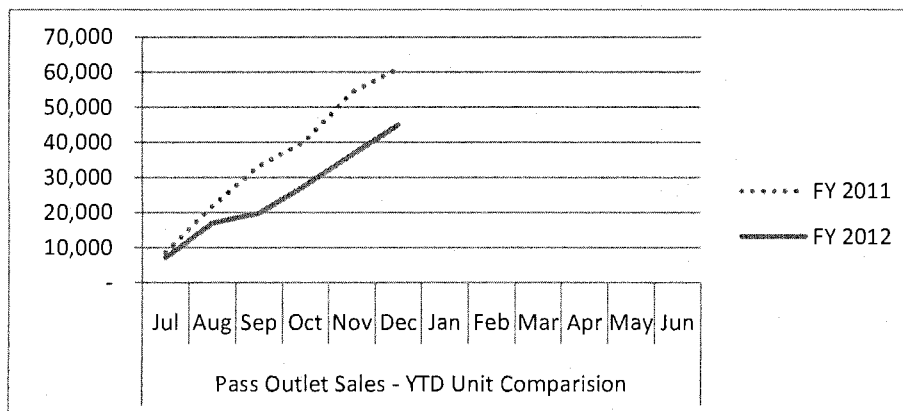
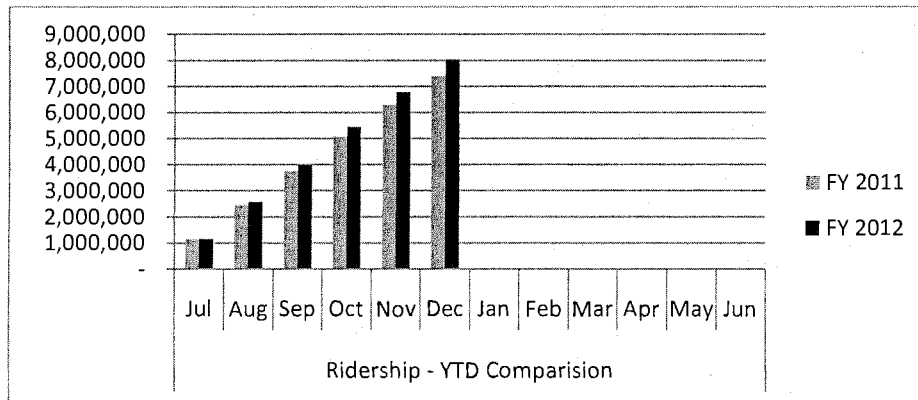
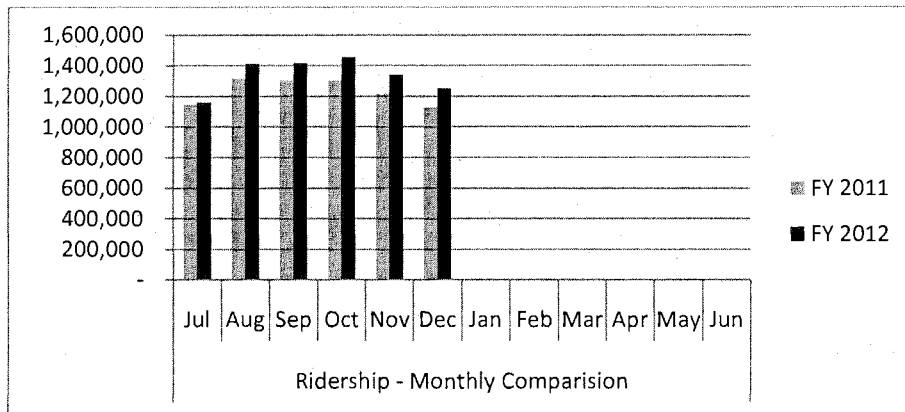
At the January Board Meeting, the Board approved the Delivery Service Interruption Mitigation Plan for Liquefied Natural Gas with Clean Energy and also authorized staff to enter into negotiations with Applied LNG Technologies (ALT) for a contingency fuel delivery services agreement in the event that Clean Energy experienced a system-wide failure. Staff had committed bringing forth the contingency agreement in February; however, are still in negotiating with ALT and will present the item for approval upon conclusion of negotiations.

MV/ca

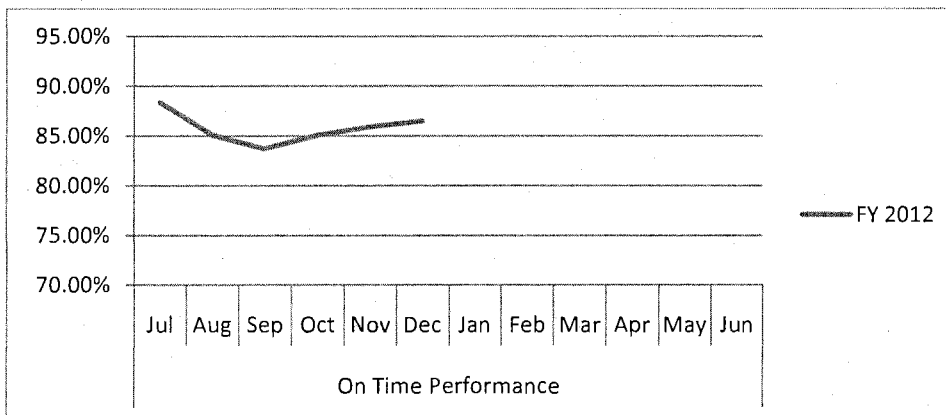
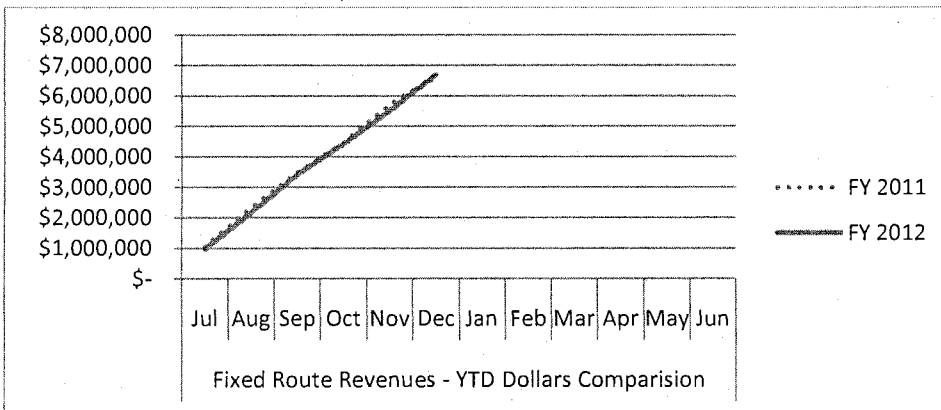
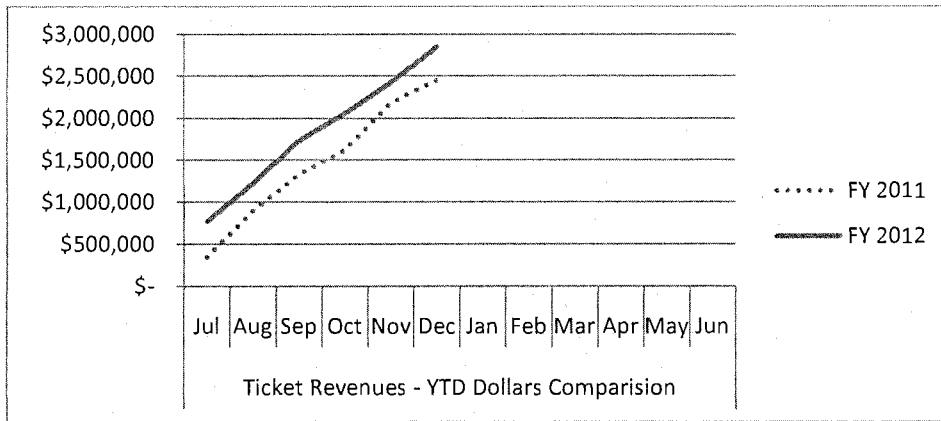
Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

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General Manager Report – February 2012



General Manager Report – February 2012





DATE: February 1, 2012

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 VALLEY TRANSPORTATION SERVICES AND OMNITRANS

FORM MOTION

Authorize the CEO/General Manager to execute a funding agreement with Valley Transportation Service (VTrans) for a three year travel training project for the sum of \$1,026,600 (Attached).

Omnitrans Legal Counsel has reviewed and approved this contract.

BACKGROUND

VTrans travel training program will consist of hiring one (1) mobility coordinator and four (4) mobility trainers. The mobility trainers will meet with clients to assess their skills and map out trips; they will teach students how to use fare media, and they will teach skills on traveling on the bus, including how to advocate for themselves. The mobility coordinator will supervise the trainers to ensure they are meeting the needs of their clients. VTrans also hopes to include within the Project one-on-one and classroom training to teach participants how to independently use fixed route transit.

On October 5, 2011, San Bernardino Associated Governments (SANBAG) Board of Directors awarded Federal Transportation Administration (FTA) Section 5316 – Job Access Reverse Commute and Section 5317 – New Freedom funding to VTrans. Since SANBAG is not a designated FTA grantee Omnitrans will assist SANBAG with the transfer of funding to VTrans as well as monitor their project on behalf of FTA.

This project is in grants CA-57-X062-00 and CA-37-X090-00. The budget identifies \$616,947 in Federal Transit Administration §5316 Job Access Reverse Commute, \$370,168 in Federal Transit Administration §5317 New Freedom and \$39,485 for Omnitrans administrative cost with a total local match of \$246,779 from Measure I.

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FINANCIAL IMPACT

There will be no impact on Omnitrans operating budget. Omnitrans will be charging four (4) percent of the total federal apportionment (\$39,485) to account for all administrative costs associated with managing this project.

MV:RK:NS

VALLEY TRANSPORTATION SERVICES
and
OMNITRANS
FUNDING AGREEMENT
FOR OPERATING EXPENSES FOR MOBILITY TRAINING PROGRAM

This Funding Agreement for operating expenses ("**Agreement**") by and between Valley Transportation Services ("**VTrans**") and Omnitrans, a joint powers authority ("**Omnitrans**"), is entered into this ___ day of _____, 2012 (VTrans and Omnitrans are collectively referred to herein as the "**Parties**").

Recitals

A. This Agreement describes the respective responsibilities of VTrans and Omnitrans for funding operating expenses related to the VTrans Mobility Training Program ("**Project**") in connection with Omnitrans' Fiscal Year 2006 - 2008 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement, attached hereto as Exhibit "A" (the "**JARC Grant Agreement**"), and Omnitrans' Fiscal Year 2009 - 2010 Section 5317 New Freedom (NF) Grant Agreement attached, hereto as Exhibit "B" (the "**NF Grant Agreement**"), (referred to collectively herein as "**Grant Agreements**").

B. Omnitrans previously submitted a grant application for Section 5316 JARC funds for Fiscal Year 2006 to 2008 and Section 5317 NF funds for Fiscal Year 2009 to 2010 to the Federal Transit Administration ("**FTA**") to obtain funding for the Project. On September 28 2011 the FTA awarded Omnitrans \$641,625 in Section 5316 JARC funds and \$384,974 in Section 5317 NF funds. The Parties now desire that the JARC and NF funds awarded to Omnitrans be used for the benefit of VTrans, as a Sub-grantee. VTrans desires to use proceeds from JARC and NF grant funds to finance operating expenses that VTrans incurs in carrying out the Project.

C. To implement the Project, VTrans desires to hire one (1) mobility coordinator and four (4) mobility trainers. Mobility trainers will meet with clients to assess their skills and map out trips; they will teach students how to use fare media, and skills on traveling on the bus, including how to advocate for themselves. VTrans also hopes to include within the Project one-on-one and classroom training to teach participants how to independently use fixed route transit.

D. As a Sub-grantee receiving JARC and NF funds, VTrans 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. Omnitrans will reimburse VTrans for the Project, up to \$616,947 in Section 5316 JARC funds and \$370,168 in Section 5317 NF funds, exclusive of any amounts withheld for Administrative Expenses, as defined in Section 2 below, in conformity with the following procedure:

1. For each disbursement requested, VTrans 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 VTrans' Chief Executive Officer that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and

that VTrans 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 VTrans as to what, if any, additional supporting documentation and background information it requires.

4. Within the thirty days of invoice submittal to Omnitrans, as set forth herein, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if VTrans 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; and (ii) notify VTrans 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 VTrans certification, Omnitrans may solicit, at VTrans' 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 VTrans for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to VTrans that such disbursement would constitute a violation of the terms of the Grant Agreements or 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 VTrans.

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 Agreements and with 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 Section 5316 Grant # CA-37-X090-00 and Section 5317 Grant # CA-57-X062-00 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 \$39,485) as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.

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

a. VTrans 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 and Section 5317 grant funds (the "**Match Obligation**"). The approximate amount of the Match Obligation for the Project is \$246,779.

b. To VTrans' knowledge, the submittal of the contemplated FTA Section 5316 and Section 5317 grant application by Omnitrans on behalf of VTrans will not violate the terms of the Grant Agreements or any provision of the Applicable Law.

c. VTrans shall conduct itself so that all aspects of the Project and any aspect of VTrans' 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, including laws or regulations related to planning studies.

d. VTrans will use the disbursements for the purposes indicated in its Disbursement Request.

e. VTrans 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. VTrans 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 the Project, as defined in the grant applications.

4. **Obligations of VTrans.** Pursuant to, and to the extent provided in, this Agreement, VTrans 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 Agreements.

b. Satisfy its Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. VTrans 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 Agreements or of Applicable Law and that VTrans 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. 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 VTrans with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA.

g. VTrans shall insure that all aspects of the Project and any aspect of VTrans' participation in this Agreement and the actions contemplated of it 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 designee, shall exercise the rights of Omnitrans under this Agreement including, without limit, accepting the certifications of VTrans required under the terms of this Agreement. The Chief Executive Officer of VTrans, or her/his designee, shall exercise the rights of VTrans under this Agreement; however, any certifications of VTrans required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of VTrans as is specified by action of the VTrans' governing body.

6. **Insurance and bonding requirements.** VTrans 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 requires 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 Project. All insurance policies shall name Omnitrans and its directors, officers, employees and volunteers as additional named insureds.

Further, VTrans will require that any contractors provide bid and performance bonds as may be required by Applicable Law.

7. **VTrans Contract Damages.** Omnitrans shall be responsible to compensate VTrans for any damage or loss which VTrans suffers by virtue of Omnitrans' breach of any term of this Agreement, including without limit 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.** VTrans shall be responsible to compensate Omnitrans for any damage or loss which Omnitrans suffers by virtue of VTrans' breach of any term of this Agreement, including without limit any and all damages, loss, claims, (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 of the Agreement's execution date.

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 VTrans 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 agreements 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.

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 VTrans.** VTrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by VTrans' 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 attorneys' fees, expert witness fees and other related litigation 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: Nancy Strickert

To VTrans: VTrans
 299 West Foothill Boulevard
 Upland, CA 91786
Attention: Beth Kranda

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

VALLEY TRANSPORTATION SERVICES

By: _____

Milo Victoria, CEO/General Manager

By: _____

Beth Kranda, Chief Executive Director

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

Legal Counsel

EXHIBIT A – FTA Grant Agreement §5316 Job Access Reverse Commute (JARC)

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-37-X090-00

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): \$3,093,839

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$2,475,071

Amount of This FTA Award (in U.S. Dollars): \$2,475,071

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 5316 JARC 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

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-14, October 1, 2007)

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

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:

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

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 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



DATE: February 1, 2012

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 COMMUNITY SENIOR SERVICES AND OMNITRANS

FORM MOTION

Authorize the CEO/General Manager to execute a funding agreement with Community Senior Services (CSS) for a three year travel reimbursement program for the sum of \$293,280 (Attached).

Omnitrans Legal Counsel has reviewed and approved this contract.

BACKGROUND

CSS program will use these federal funds to establish a volunteer driver program to service the disabled residents of west San Bernardino Valley. This program will specifically target disabled individuals whose transportation needs are not met by existing transit and para-transit services. The program will allow riders to recruit and select their own drivers and will provide eligible riders with a mileage stipend used to defray the drivers out of pocket cost.

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

This project is in grant CA-57-X017-00. The budget identifies \$282,000 in Federal Transit Administration §5317 New Freedom and \$11,280 for Omnitrans administrative cost with a total local match of \$282,000 from Measure I.

FINANCIAL IMPACT

There will be no financial impact on Omnitrans operating budget. Omnitrans will be charging four (4) percent of the total federal apportionment (\$11,280) to account for all administrative costs associated with managing this project.

MV:RK:NS

**FUNDING AGREEMENT
FOR OPERATING EXPENSES
BY AND BETWEEN
POMONA VALLEY COMMUNITY SERVICES
dba COMMUNITY SENIOR SERVICES
AND
OMNITRANS**

This Funding Agreement for operating expenses ("**Agreement**") by and between Pomona Valley Community Services dba Community Senior Services ("**CSS**") and Omnitrans, a joint powers authority ("**Omnitrans**"), is entered into this __ day of _____, 2012 (CSS and Omnitrans are collectively referred to herein as the "**Parties**").

Recitals

A. This Agreement describes the respective responsibilities of CSS and Omnitrans for funding operating expenses related to the CSS Volunteer Driver Program ("**Project**") in connection with Omnitrans Fiscal Year 2006 - 2008 Section 5317 New Freedom (NF) Grant Agreement attached hereto as Exhibit "A" (the "**NF Grant Agreement**").

B. Omnitrans previously submitted a grant application for Section 5317 NF funds for Fiscal Year 2006 to 2008 to the Federal Transit Administration ("**FTA**") to obtain funding for the Project. On September 15, 2008, the FTA awarded Omnitrans \$293,280 in Section 5317 NF funds. The Parties now desire that the NF funds awarded to Omnitrans be used for the benefit of CSS, as a Sub-grantee. CSS desires to use proceeds from NF grant funds to finance operating expenses that CSS incurs in carrying out the Project.

C. To implement the Project, CSS desires to establish a volunteer driver program to service disabled residents of the west San Bernardino Valley. The Project will specifically target disabled individuals whose transportation needs are not met by existing

transit and para-transit services. The Project will allow riders to recruit and select their own drivers and will provide eligible riders with a mileage stipend used to defray the drivers' out of pocket cost.

D. As a Sub-grantee receiving NF funds, CSS desires to undertake the Project and comply with all provisions of the NF Grant Agreement 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:

c. Omnitrans will reimburse CSS for the Project, up to \$282,000 in Section 5317 NF funds, in conformity with the following procedure:

1. For each disbursement requested, CSS 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 CSS' Executive Director that such disbursement will not constitute any violation of the terms of the NF Grant Agreement, or of Applicable Law, and that CSS 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 CSS 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 CSS 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 NF Grant Agreement or of Applicable Law; and (ii) notify CSS 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 NF Grant Agreement 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 NF Grant Agreement or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any CSS certification, Omnitrans may solicit, at CSS 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 NF Grant Agreement or of Applicable Law.

6. Omnitrans shall have no liability to CSS for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to CSS that such disbursement would constitute a violation of the terms of the NF Grant Agreement or 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 CSS.

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 NF Grant Agreement and with 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 Section 5317 Grant # CA-57-X017-01 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 \$11,280) as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.

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

a. CSS 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 5317 grant funds (the "**Match Obligation**"). The approximate amount of the Match Obligation for the Project is \$282,000.

b. To CSS' knowledge, the submittal of the contemplated FTA Section 5317 grant application by Omnitrans on behalf of CSS will not violate the terms of the NF Grant Agreement or any provision of the Applicable Law.

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

d. CSS will use the disbursements for the purposes indicated in its Disbursement Request.

e. CSS 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. CSS 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 the Project, as defined in the grant applications.

4. Obligations of CSS. Pursuant to, and to the extent provided in, this Agreement, CSS 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 NF 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. CSS 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 Agreements or of Applicable Law and that CSS 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. 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 CSS with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA.

g. CSS shall insure that all aspects of the Project and any aspect of CSS' participation in this Agreement and the actions contemplated of it by this Agreement will be in compliance with the terms of the NF Grant Agreement 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 CSS required under the terms of this Agreement. The Chief Executive Officer of CSS, or her/his designee, shall exercise the rights of CSS under this Agreement; however, any certifications of CSS required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of CSS as is specified by action of the CSS' governing body.

6. **Insurance and bonding requirements.** CSS 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 requires of its contractors performing similar services on a project similar to the improvements for the longer period of: (i) the duration of this Agreement, or (ii) for the duration of such contractor's involvement in the Project. All insurance policies shall name Omnitrans and its directors, officers, employees and volunteers as additional named insureds. Further, CSS shall require that any contractors provide bid and performance bonds as may be required by Applicable Law.

7. **CSS Contract Damages.** Omnitrans shall be responsible to compensate CSS for any damage or loss which CSS suffers by virtue of Omnitrans' breach of any term of this Agreement, including without limit 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.** CSS shall be responsible to compensate Omnitrans for any damage or loss which Omnitrans suffers by virtue of CSS' breach of any term of this Agreement, including without limit any and all damages, loss, claims, (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 of the Agreement's execution date.

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 CSS 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 agreements 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.

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 CSS.** CSS represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by CSS' 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 attorneys' fees, expert witness fees and other related litigation 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: Nancy Strickert

To CSS:

Pomona Valley Community Services
dba Community Senior Services
141 Spring Street
Claremont, CA 91711
Attention: Floy Biggs, CEO

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.

[SIGNATURES ON FOLLOWING PAGE]

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

OMNITRANS

POMONA VALLEY COMMUNITY

SERVICES

dba COMMUNITY SENIOR SERVICES

By: _____

Milo Victoria, CEO/General Manager

By: _____

Floy Biggs, CEO

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

Legal Counsel

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: February 1, 2012

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

THROUGH: Milo Victoria, CEO/General Manager

FROM: Jack Dooley, Director of Maintenance

Donald Walker, Director of Finance

SUBJECT: AUTHORIZE RELEASE - RFP-MNT12-15, BUS CLEANING SERVICES

FORM MOTION

Authorize the CEO/General Manager to release solicitation RFP-MNT12-15 for the provision of Bus Cleaning Services for Omnitrans bus fleet for two base years, with three single-option years, beginning July 1, 2012 and ending no later than June 30, 2017.

SUMMARY AND BACKGROUND

Omnitrans currently operates an active fixed-route fleet of 156 full-size coaches and will be introducing fourteen (14) articulated buses in February 2013 in its 480-square mile service area which provides mass transit in San Bernardino County. The current contract, RFP-MNT07-4 with Facility Masters of Brea, CA, for two base years and three option years, is now in Option Year 3 and due to expire June 3, 2012.

Staff has determined that obtaining services from an outside vendor for bus cleaning services is a cost effective approach. Bus cleaning services include: seat cleaning, floor scrubbing, cleaning of the driver area, wheel polishing, spot removal, window cleaning and reinstalling all interior acrylic window protectors, and the like.

FUNDING SOURCE

The required services will be budgeted in the Maintenance Department's operating budget for each respective year.

Department Number 1200

Expenditure Code 503110



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

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

PROPOSAL EVALUATION CRITERIA

- Pricing
- Project Approach
- Experience/Qualifications
- Quality of References

PROPOSED TIME LINE

February 1, 2012	Request for Proposals (RFP) package available
February 16, 2012	Request for Information (RFI), Questions Deadline
March 9, 2012 - 2:00 P.M.	Proposal Deadline
May 2, 2012	Contract Award Target Date
May 7, 2012	Notice to Proceed
July 1, 2012	Anticipated Date the Contract shall begin

CONCLUSION

For the foregoing reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to release solicitation RFP-MNT12-15 for the provision of Bus Cleaning Service for Omnitrans bus fleet for a two base years, with three single-option years, beginning July 1, 2012 and ending no later than June 30, 2017.

MV:AC



DATE: February 1, 2012

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

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

FROM: Jack Dooley, Interim Director of Safety & Regulatory Compliance *[Signature]*
Donald Walker, Director of Finance *[Signature]*

**SUBJECT: AUTHORIZE AWARD OF CONTRACT SAS12-06, EMERGENCY
PREPAREDNESS AND MANAGEMENT TRAINING**

FORM MOTION

Authorize the CEO/General Manager to award Contract SAS12-06 to Willdan Homeland Solutions of Anaheim, CA, for the provision of Emergency Preparedness and Management Training Services for one year beginning February 20, 2012 and ending February 19, 2013. The contract amount is not to exceed \$149,500, plus a ten percent contingency of \$14,950, for a total not-to-exceed amount of \$164,450.

BACKGROUND AND ANALYSIS

On October 5, 2011, the Board of Directors authorized staff to release RFP-SAS12-06, Emergency Preparedness and Management Training, to obtain the services of a qualified firm to provide security and emergency response training for agency personnel and Omnitrans' service area emergency responders (fire, law enforcement, etc.) to be prepared for any new threats and to create/revise Omnitrans' security procedures.

Transit vehicle infrastructure training provided by the consultant to JPA member's emergency responder's personnel will consist of field exercises, table tops and drills. They will also develop new written procedures and revise existing procedures for Omnitrans' staff.

Staff released the Request for Proposals, and public notices of the RFP were published in two local newspapers and posted on Omnitrans' website. Nine firms were solicited from an initial bidders' list created by staff from a variety of sources.

Six proposals were received prior to the scheduled bid deadline of 2:00 p.m., November 8, 2011. Four were found to be responsive and responsible.

Omnitrans' Evaluation Committee, comprised of the Security & Loss Prevention Supervisor, and three of our service area emergency responders evaluated the proposals based upon the criteria set forth in the RFP.

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.

The results, based on a best possible score of 100 points, are exhibited below:

Criteria	Maximum Points	Willdan	EPC	Talon	TSG
Quoted Price		\$149,500	\$83,430	\$279,960	\$288,000
Project Approach	30	29.5	28.3	25.3	26.3
Qualifications/References	20	19.8	17.3	19.5	17.0
Proposed Staff	20	19.0	17.8	17.0	16.0
Price	20	17.3	20.0	11.5	8.3
Schedule	10	10.0	10.0	8.5	9.5
Totals	100	95.6	93.4	81.8	77.1

The RFP process, approved by the Board at release, allows for an award to the best overall qualified proposer. This allows an award to be based on the best value to the Agency rather than simply based on awarding to the lowest proposer. Willdan Homeland Solutions scored the highest overall, demonstrating a wide range of experience, excellent project approach, qualified staff and good references. These qualifying factors indicate that Omnitrans will receive a quality training program at a reasonable price. Willdan Homeland Solutions came in with the second lowest price and is \$75,500 under the estimated cost of this project.

At the January 4, 2012 Board Meeting, the Board of Directors requested that staff contact San Bernardino County to determine whether they would be able to provide the training within the grant timeline/requirements, and they responded that due to their manpower constraints, timeline restrictions and Omnitrans' policy update needs, they do not have the ability to provide the requested training.

FUNDING SOURCE

The cost associated with this procurement is provided by a grant Omnitrans received from the Department of Homeland Security:

FUNDING	GRANT	FISCAL YEAR	PROJECT NAME
FEMA	2010RAT0K016	2010	Emergency Preparedness




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 contract to Willdan Homeland Solutions of Anaheim, CA, for the provision of Emergency Preparedness and Management Training Services for one year beginning February 20, 2012 and ending February 19, 2013. The contract amount is not to exceed \$149,500, plus a ten percent contingency of \$14,950, for a total not-to-exceed amount of \$164,450.

MV:CV

 Omnitrans STANDARD CONTRACT 1700 West Fifth Street San Bernardino CA 92411	<input checked="" type="checkbox"/>	New					Contract Number SAS12-06
	<input type="checkbox"/>	Change					
	<input type="checkbox"/>	Cancel					
	Omnitrans Department Safety & Security Department			Dept. No. 1630		Project Emergency Preparedness & Management Training	
	Omnitrans Procurement Representative Christine Van Matre			Telephone 909-379-7122		Total Contract Amount not to exceed \$149,500	
Contract Type:							
		Contract Start Date February 20, 2012	Contract End Date February 19, 2013	Original Amount \$	Amended Amount		

THIS CONTRACT is entered into in the State of California by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

Name

Willdan Homeland Solutions

hereinafter called Consultant

Address

2401 E. Katella Ave., Suite 220

**CONTRACT DOCUMENTS AVAILABLE
UPON REQUEST**

Anaheim, CA 92806

Telephone

Federal ID No.

714-940-6370

26-0099886

IT IS HEREBY AGREED AS FOLLOWS:

1. **Contract Documents.** The complete Contract Record includes all of the following Contract Documents, either included herewith or incorporated herein by reference, and they are included in their entirety as a part of this Contract, A first, then B, then C:
 - A. This signed Agreement dated _____ 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - B. Omnitrans' Solicitation Number RFP-SAS12-06 dated October 5, 2011 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - C. Consultant's Proposal dated November 8, 2011 and any and all of its Amendments, Appendices, Exhibits and Attachments, including email clarification dated December 7, 2011 that Willdan will provide local meeting facilities for training classes for JPA members.
2. **Scope of Work.** The Consultant agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference.
3. **Compensation.** Omnitrans agrees to pay, and the Consultant agrees to accept in full, payment for the work outlined in the Contract Documents, the sum of:

Description	Quantity	Unit Cost	Total
Training classes (field exercises, table tops, drills) and transit vehicle infrastructure training (as described in Section 4.0, 3.B.1)	4	\$10,567	42,268
Training classes for on-site disaster and NIMS/SEMS (ICS 100, 200, 300, 400, 700,	4	\$8,794	35,176

800) (as described in Section 4.0, 3.B.2)			
Training classes will be held for Agency employees to review the new and revised procedures and policies (as described in Section 4.0, 3.B.3)	2	\$9,914	19,828
New written procedures/policies (as described in Section 4.0, 3.A.1)	9	\$2,388	\$21,492
Revision of Omnitrans' existing procedures (as described in Section 4.0, 3.A.4)	17	\$1,808	\$30,736
Grand Total			\$149,500

4. **Contract Duration.** The duration of this contract is one year with a start date of February 20, 2012 and an end date of February 19, 2013.

5. **Statement of Economic Interests**

- A. In some cases, consultants to government agencies are required to file statements of economic interests under agency conflict-of-interest codes. Generally speaking, consultants who perform the duties of a government employee over a significant period of time, or who make or participate — without significant intervening review — in the making of government decisions, may be required to file (FPPC Regulation 18701).
- B. Disclosure is made on the "Statement of Economic Interests" (Form 700). The form must be filed within 30 days of contract award, by April 1 of each year during which Consultant is under contract with Omnitrans, and within 30 days after expiration of agreement. If it is determined, based on Fair Political Practices Commission (FPPC) guidelines, that Consultant is required to file Form 700, Consultant will be so notified by Omnitrans' Filing Officer. Consultant must note that the FPPC may impose administrative penalties for violation of Form 700 reporting requirements of up to \$5,000 per violation.
- C. Filed forms are public documents and will be available to anyone upon request.
- D. The consultant must refrain from making or participating in a government decision that has a reasonably foreseeable material financial effect on his or her personal financial interests, regardless of whether the individual is required to file a statement of economic interests.

6. **Omnitrans Contacts.**

Contract Technical Activities: Mark Crosby, Security & Loss Prevention Supervisor at 909-379-7117; email at mark.crosby@omnitrans.org.

Contract Administration: Christine Van Matre, Contracts Specialist at 909-379-7122; email at christine.vanmatre@omnitrans.org.

7. **Required Documents.** As required by the RFP, the final award of this contract is contingent on the receipt of the following remaining documents:

Certificates of Insurance for:

- **General Liability:** \$1,000,000; per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property damage liability; *Omnitrans* named as *Additional Insured*. Provide copy of endorsement

- **Comprehensive Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *Omnitrans named as Additional Insured*. Provide copy of endorsement
- **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- **Workers' Compensation:** statutory limits

8. **Instructions.** Sign both originals of this document, and return with the required documents 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 Agreement is executed upon signature by Omnitrans' CEO/General Manager. One signed original will be returned to Contractor.

The Notice to Proceed letter and a purchase order will be issued after all of the above-referenced contingencies have been met and this Agreement has been signed by both Parties. **NO WORK SHALL COMMENCE UNTIL THE NOTICE TO PROCEED HAS BEEN ISSUED.**

IN WITNESS WHEREOF, Omnitrans and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

OMNITRANS

WILLDAN HOMELAND SOLUTIONS

Milo Victoria, CEO/General Manager

By

(Authorized signature – sign in blue ink)

Dated

Name

(Print or type name of person signing contract)

Title

(Print or Type)

Dated
