



**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, NOVEMBER 1, 2017 – 8:00 A.M.**  
**OMNITRANS METRO FACILITY**  
**1700 WEST 5<sup>TH</sup> STREET**  
**SAN BERNARDINO, CA 92411**

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

**A. CALL TO ORDER**

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

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, December 6, 2017 – 8:00 a.m.  
Omnitrans Metro Facility Board Room

**C. COMMUNICATIONS FROM THE PUBLIC**

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

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

1. Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

**E. CONSENT CALENDAR**

The following items are expected to be routine and non-controversial. The Board will act upon them at one time without discussion, unless the Board directs that an item be held for further discussion under Agenda Item F, Discussion Items. Any person wishing to address consent items should address the Board under Agenda Item #E20, Action on Consent Calendar.

- |   |    |
|---|----|
| 1. Approve Board Minutes – October 4, 2017  | 7  |
| 2. Receive and File Executive Committee Minutes – September 1, 2017   | 11 |
| 3. Receive and File Administrative & Finance Committee Minutes – August 10, 2017  | 15 |
| 4. Receive and File Agency Management Report – Fiscal Year 2018 – First Quarter – <i>Maurice Mansion</i>  | 19 |
| 5. Receive and File Affirmative Action Status Report – As of October 16, 2017 – <i>Meredith Tshilonda</i>   | 27 |
| 6. Receive and File Omnitrans' Fiscal Year Ended June 30, 2017 Financial Audit Statement on Auditing Standards (SAS) 114 Letter – <i>Don Walker</i> | 28 |



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**E. CONSENT CALENDAR CONTINUED**

7. Receive and File OmniConnects Short-Range Transit Plan, FY2019-2025 Status Update – <i>Jeremiah Bryant</i>	32
8. Approve the Re-Evaluations of Two Positions and the Revisions to Personnel Policy 402, Salary Ranges; Management Confidential Classifications for Non-Represented Employees – <i>Marge Ewing</i>	44
9. Approve Personnel Policy Manual Proposed Changes – <i>Marge Ewing</i>	116
10. Approve FY18 Operating Budget Adjustment – <i>Marge Ewing</i>	130
11. Authorize CEO/General Manager to Announce a Call for Projects – 2018 Measure I Specialized Transportation Program – <i>Douglas Stanley</i>	133
12. Authorize the CEO/General Manager to Sign the Cooperative Service Agreement between Omnitrans and Foothill Transit – <i>Jeremiah Bryant</i>	135
13. Authorize the CEO/General Manager to sign the Metrolink Bus Bridge Memorandum of Understanding (MOU) between Omnitrans and Southern California Regional Rail Authority (SCRRA, Metrolink) – <i>Jeremiah Bryant</i>	137
14. Authorize the CEO/General Manager to Sign a Memorandum of Understanding (MOU) with the City of Ontario for Transformative Climate Communities (TCC) Grant – <i>Jeremiah Bryant</i>	138
15. Authorize the CEO/General Manager to Execute Contract 17-1001638 between Omnitrans and San Bernardino County Transportation Authority (SBCTA) for the West Valley Connector Project – <i>Anna Jaiswal</i>	149
16. Authorize Release – Invitation for Bids – IFB-MNT18-15, Cummins Engine Parts - <i>Eugenia Pinheiro</i>	176
17. Authorize Release – Invitation for Bids – IFB-MNT18-51, Allison Transmission Parts - <i>Eugenia Pinheiro</i>	178
18. Authorize Assignments – Contracts MNT13-16A, Cummins Engine Parts; MNT17-01E and MNT17-01J, Rebuilt Parts and Services; MNT17-24C, John Deere Bus Parts II; MNT18-06E, Bus Filters; MNT18-13, Electronic Control Modules; and MNT17-57C, Uniform and Textile Services - <i>Eugenia Pinheiro</i>	180
19. Authorize Award – Contract MNT18-31, Fluid Analysis Services – <i>Eugenia Pinheiro</i>	190
20. 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 – <i>P. Scott Graham</i>	192
2. Adopt Proposed Omnitrans Bylaws – <i>Haviva Shane</i>	193
3. Authorize Rescind/Award – Contract MNT18-17, Engine Spark Plug Kits - <i>Eugenia Pinheiro</i>	204
4. Authorize Award – Contract MKP18-02, Advertising Sales and Services – Transit Vehicles, Shelters and Stations – <i>Eugenia Pinheiro</i>	206



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SAN BERNARDINO, CA 92411**

**F. DISCUSSION ITEMS CONTINUED**

5. Authorize Award – Contract MKP18-08, Premium Bus Shelters – *Eugenia Pinheiro*

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**G. PUBLIC HEARING**

There is no Public Hearing Scheduled

**H. BOARD BUSINESS**

**Closed Session**

There is no Closed Session Scheduled

**I. REMARKS AND ANNOUNCEMENTS**

**J. ADJOURNMENT**

ITEM #         D1        

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**FROM:** Eugenia F. Pinheiro, Interim Director of Procurement

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

**FORM MOTION**

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled November 1, 2017.

Item	Contract	Principals & Agents	Subcontractors
E18	<b>Authorize Assignments:</b> Contract MNT13-16A Cummins Engine Parts Contracts MNT17-01E Rebuilt Parts and Services Contract MNT18-06E Bus Filters Contract MNT18-13 Electronic Control Modules	<i>Cummins, Inc. Columbus, IN Chris Young General Sales Manager – Bus Business</i>	<i>N/A</i>
	Contract MNT17-24C John Deere Bus Parts II Contract MNT17-01J Rebuilt Parts and Services	<i>Diesel Exhaust &amp; Emissions, LLC Santa Fe Springs, CA Jeramy Ostrander President/CEO</i>	<i>N/A</i>
	Contract MNT17-57C Uniform and Textile Services	<i>Cintas Corporation Ontario, CA Victor Ahumada Branch Manager</i>	<i>N/A</i>
E19	Authorize Award – Contract MNT18-31 Fluid Analysis Services	<i>Tribologik Corporation Hammond, IN Marvin Ostin CEO</i>	<i>N/A</i>

F3	Authorize Award – Contract MNT18-17 (C-D) Engine Spark Plug Kits	<i>Cummins Pacific, LLC Irvine, CA Doug Sperry Sales Manager</i>  <i>Brenco Operating – Texas, LLC. Colorado Springs, CO Kenneth B. Penney Vice President/General Partner</i>	<i>N/A</i>  <i>N/A</i>
F4	Authorize Award – Contract MKP18-02 Advertising Sales and Services – Transit Vehicles Shelters and Stations	<i>Lamar Transit, LLC Frisco, TX Casey Sexton Vice President &amp; U.S. Territory Manager</i>	<i>East Bay Wraps and Sign Company Walnut Creek, CA</i>
F5	Authorize Award – Contract MKP18-08 Premium Bus Shelters	<i>Tolar Manufacturing Company, Inc. Corona, CA Patrick Merrick Executive Vice-President</i>	<i>N/A</i>

PSG:EFP



## CONFLICT OF INTEREST FORM

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

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

### BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

### CAMPAIGN CONTRIBUTIONS

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

### FINANCIAL INTEREST

1. I have a financial interest of \_\_\_\_\_  
State income, real property interest or business position  
\_\_\_\_\_  
Identify company or property location
2. I have a financial interest of \_\_\_\_\_  
State income, real property interest or business position  
\_\_\_\_\_

### SIGNATURE

\_\_\_\_\_  
Board Member Signature

\_\_\_\_\_  
Date

ITEM # \_\_\_\_\_ E1 \_\_\_\_\_

**BOARD OF DIRECTORS' MEETING  
MINUTES OF OCTOBER 4, 2017**

**A. CALL TO ORDER**

Chairman Ron Dailey called the regular meeting of the Omnitrans Board of Directors to order at 8:01 a.m., Wednesday, October 4, 2017, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

**BOARD MEMBERS PRESENT**

Council Member Ron Dailey, City of Loma Linda – Chairman  
Council Member David Avila, City of Yucaipa  
Council Member Art Bennett, City of Chino Hills  
Mayor Carey Davis, City of San Bernardino  
Mayor Richard DeLaRosa, City of Colton  
Mayor Paul Foster, City of Redlands - Alternate  
Supervisor Josie Gonzales, County of San Bernardino  
Supervisor Curt Hagman, County of San Bernardino  
Mayor Penny Lilburn, City of Highland  
Mayor Pro Tem Jesus Sandoval, City of Fontana - Alternate  
Council Member Sylvia Robles, City of Grand Terrace  
Supervisor Janice Rutherford, County of San Bernardino  
Council Member Sam Spagnolo, City of Rancho Cucamonga  
Mayor Debbie Stone, City of Upland  
Mayor Eunice Ulloa, City of Chino  
Mayor Pro Tem Alan Wapner, City of Ontario

**BOARD MEMBERS NOT PRESENT**

Mayor Paul Eaton, City of Montclair  
Supervisor James Ramos, County of San Bernardino  
Mayor Deborah Robertson, City of Rialto

**OMNITRANS' ADMINISTRATIVE STAFF PRESENT**

P. Scott Graham, CEO/General Manager  
Trischelle Baysden, Director of Rail  
Diane Caldera, Director of Operations

Jack Dooley, Director of Maintenance  
Marge Ewing, Director of Human Resources, Safety & Regulatory Compliance  
Samuel Gibbs, Director of Internal Audit  
Jacob Harms, Director of Information Technology  
Eugenia Pinheiro, Interim Director of Procurement  
Doug Stanley, Director of Special Transit Services  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing-Planning  
Jeremiah Bryant, Service Planning Manager  
Omar Bryant, Maintenance Manager  
Melissa Castillo, Customer Service Manager  
Barbara Erwin, Safety & Regulatory Compliance Manager  
Maurice Mansion, Treasury Manager  
Ray Maldonado, Employee Relations Manager  
Terry Morocco, Safety & Regulatory Compliance Specialist  
Krystal Turner, Contracts Administrator  
Christine Van Matre, Contracts Administrator  
Julienne Overland-Villegas, Senior Executive Assistant to CEO/General Manager

**LEGAL COUNSEL**

Steven DeBaun, Legal Counsel

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, November 1, 2017, 8:00 a.m.  
Omnitrans Metro Facility Board Room

City of Redlands, Mayor Paul Foster announced that Vice Chair Pat Gilbreath passed away yesterday from complications of her recent surgery. Pat Gilbreath was the longest serving Council Member for the City of Redlands. She was a dedicated public servant and a dear friend to many. She will be sorely missed. Information regarding her memorial services will be forthcoming.

Chairman Dailey asked that a moment of silence be observed in memory of Pat Gilbreath and the many others who lost their lives in the recent tragic events.

**C. COMMUNICATIONS FROM THE PUBLIC**

Kathleen Belinski commented that in June 2016 she submitted an application to renew her Access card. She stated that in September 2016, she had not received a response so she came to the administrative offices to inquire about the status of her card renewal. Ms. Belinski was advised that someone would get back to her. She still has not been contacted and would like to know why her request was not expedited appropriately. CEO/General Manager, P. Scott Graham asked Director of Special Transit Services, Doug Stanley to step out of the meeting and assist Ms. Belinski.



Members Bennett and Gonzales and arrived at 8:08 a.m.  
Member Ulloa arrived at 8:10 a.m.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no Conflict of Interest Issues.

**E. CONSENT CALENDAR**

1. Approve Board Minutes – September 6, 2017
2. Receive and File Executive Committee Minutes – July 7, 2017
3. Authorize Release – Invitation for Bids-IFB-MNT18-16, Bus Seat Inserts
4. Authorize Release – Invitation for Bids – IFB-MNT18-47, Passenger Vehicles
5. Authorize Release – Invitation for Bids – IFB-MNT18-34, Vehicle Tires (Non-Revenue)and Related Services
6. Authorize Release – Invitation for Bids – IFB-MKP18-33, Bus Stop Trash Receptacles
7. Authorize Award – Contract FIN18-01, Banking Services
8. Authorize Award – Contract MKP18-37, Shelter Advertising Panel Glass
9. Approve Second Amendment to Agreement/Escrow Instruction

M/S (Wapner/Hagman) that approved Consent Calendar. Motion was unanimously approved by Members present.

**F. DISCUSSION ITEMS**

1. CEO/General Manager's Report

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

2. Authorize Sole Source Amendment 1 – Contract ITS17-81, Genfare Support Services Agreement

M/S (DeLaRosa/Lilburn) that authorized CEO/General Manager to execute Amendment 1 to Contract ITS17-80 for Agreement for Genfare Support Services with Genfare, a division of SPX Corporation, of Elk Grove Village, IL, to increase the contract amount by \$626,870 for parts and repairs for a new not-to-exceed amount of \$806,978. Motion was unanimous by Members present.

3. Authorize Award – Contract MNT18-07, Replacement Bus Windows

M/S (Spagnolo/Gonzales) that authorized the CEO/General Manager to award Contract MNT18-07 to The Aftermarket Parts Company, LLC of Delaware, OH, for the provision of Replacement Bus Windows for three (3) base years beginning October 2017 and ending October 2020, and the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI) extending the contracts to no later than October 2022 in an amount not to exceed \$960,000, plus a ten percent contingency of \$96,000, for a total

not-to-exceed amount of \$1,056,000, should all options be exercised. Motion was unanimous by Members present.

#### **G. PUBLIC HEARING**

There was no Public Hearing scheduled.

#### **H. BOARD BUSINESS**

There was no Closed Session scheduled.

#### **I. REMARKS AND ANNOUNCEMENTS**

Chairman Dailey informed the Board that Member Spagnolo would fill in as the Vice Chair elect and advised the Board that he would keep them apprised as discussions take place on the next steps.

Chairman Dailey encouraged staff to participate in the upcoming Arrow High Rail tours being arranged by the CEO/General Manager, P. Scott Graham. Mr. Graham asked that any Board Members interested in participating in the tours contact him. He mentioned that at the next Plans & Programs Committee Meeting, staff is presenting a status update on the Redlands Rail Passenger Project (RPRP).

Chairman Dailey informed the Board that a Rail Ad Hoc Committee would be formed, which would be chaired by Member Wapner. He stated that at their next meeting, the Executive Committee would be discussing details about the Ad Hoc Committee. He asked that anyone interested in being part of that Committee contact him.

Member Lilburn announced that on Tuesday, October 17, 2017 Beaver Medical will be providing free flu shots to the community from 9:00 a.m. to 12:00 p.m. at the Highland Senior Center. She encouraged everyone to share the word and get their flu shot.

#### **J. ADJOURNMENT**

The Board adjourned at 8:23 a.m. The next regular meeting is scheduled Wednesday, November 1, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

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Araceli Barajas, Executive Staff Assistant



**EXECUTIVE COMMITTEE MEETING  
MINUTES  
SEPTEMBER 1, 2017**

## E. DISCUSSION ITEMS

1. Approve Executive Committee Minutes – July 7, 2017

M/S (Spagnolo/Roberts) that approved the Executive Committee Minutes of July 7, 2017. Motion was unanimous by Members present.

2. Review and Recommend to the Board of Directors, Proposed Omnitrans Bylaws

CEO/General Manager, P. Scott Graham presented this item. Mr. Graham stated the development of the Omnitrans Bylaws was a collaborative effort between Omnitrans Executive Office and Legal Counsel, Haviva Shane. He provided some background by stating that after researching the Agency archives, it was concluded that Omnitrans did not have formal bylaws established and the only recorded document similar to bylaws was a Charter for the Operations & Safety Committee. The Charter was created under the leadership of Alan Wapner, who was the Board Chair at the time and adopted by the full Board in December 2013.

Chairman Dailey thanked Ms. Shane and Omnitrans Staff for putting the document together and stressed the importance of what bylaws represent to an organization and its' Board and Committee Members.

The Members reviewed the bylaws and engaged in a lengthy discussion on the addition of a standing Rail Committee into the bylaws or forming a Rail Ad Hoc in lieu of a standing committee. The Committee was reminded that at the July 7, 2017 Executive Committee Meeting, the consensus was to support the formation of a Rail Committee and recommended that the issue be forwarded to the Board Chair to establish the Committee, which would require formal Board action, and to appoint the Members. As part of the discussion, some Members expressed concerns pertaining to the administrative burden a new Rail Committee might create in terms of timing issues, and being able to quickly address matters related to startup of rail operations. The Executive Committee expressed a desire to reconsider the former motion to support the formation of a new Rail Committee as a standing committee. As an alternative, the Chair could form an ad hoc committee, for a limited duration to assist during the rail startup period.

The consensus of the Committee was to incorporate the following changes to the proposed bylaws:

- 6.3 The Board Chair shall appoint Committee Chairs and Committee members, up to a maximum of **seven members** per Committee.
- 6.4.1 Administrative and Finance Committee (A&F) – Oversees matters pertaining to finance, audit, budget, policies, contracts, human resources, procurement, and general administration, **including review of key performance indicators (KPI).**
- 6.8 **The Board Chair and Vice-Chair shall act as non-voting ex officio members of each Committee. If the Committee Chair requests that the Board Chair and/or**

Vice-Chair serve as an alternate Committee member for a member of the Committee who is absent, the Board Chair and/or Vice-Chair, as applicable, may vote in the capacity of an alternate Committee member. The Board Chair or Vice-Chair, as applicable, may also participate as a voting member of a Committee to give the casting vote in the case of a tie.

- 7.2 Members shall be paid \$125 per Board, Committee and Ad Hoc Committee Meeting attended, as per the Board adopted policy. The foregoing meeting stipend shall only be provided for Committee meetings attended by Committee members and ex officio Committee members.

### **13.0 TELECONFERENCING**

- 13.1 Teleconferencing shall not be permitted for Board meetings.
- 13.2 Teleconferencing shall be permitted for Committee meetings in accordance with the following.
- 13.2.1 A teleconference is a meeting in which Committee members are in different locations, connected by electronic means, through either audio, video or both. Teleconference locations must be accessible to the public, and must be identified in the notice and agenda of the meeting, posted in accordance with Brown Act requirements. Agendas shall be posted at all teleconference locations.
- 13.2.2 All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Committee, including the right of the public to address the Committee directly at each teleconference location.
- 13.2.3 During the teleconference, at least a quorum of the members of the Committee shall participate from locations within Omnitrans' boundaries.
- 13.2.4 All votes taken during a teleconference meeting shall be by roll call.

Chairman Dailey requested that periodic updates be provided by the Committee Chairs on an as-needed basis as a way to keep the Board apprised of the various Committee activities.

The Committee recommended that the bylaws be brought back with the revisions listed above to the next Executive Committee Meeting, and then be presented to the full Board for review and adoption.

## **F. BOARD BUSINESS**

There was no Closed Session.

## **G. REMARKS AND ANNOUNCEMENTS**

There were no announcements.

## **H. ADJOURNMENT**

The Committee adjourned at 10:43 a.m. The next Executive Committee Meeting is scheduled Friday, October 6, 2017, at 9:00 a.m., with location posted on the Omnitrans website and at the Omnitrans San Bernardino Metro Facility.

Prepared by:

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Araceli Barajas, Executive Staff Assistant

ITEM # \_\_\_\_\_ E3

**ADMINISTRATIVE & FINANCE COMMITTEE  
MINUTES, AUGUST 10, 2017**

**A. CALL TO ORDER**

Acting Committee Chair Carey Davis called the regular meeting of the Administrative and Finance Committee to order at 8:01 a.m., Thursday, August 10, 2017.

1. Pledge of Allegiance
2. Roll Call

**Committee Members Present**

Council Member David Avila, City of Yucaipa  
Council Member Art Bennett, City of Chino Hills - Alternate  
Council Member Ron Dailey, Loma Linda  
Mayor Carey Davis, City of San Bernardino  
Mayor Paul Eaton, City of Montclair  
Supervisor Curt Hagman, County of San Bernardino  
Council Member John Roberts, City of Fontana  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace  
Mayor Pro Tem Alan Wapner, City of Ontario – Via Teleconference

**Committee Members Absent**

Council Member Patricia Gilbreath, City of Redlands  
Council Member Sam Spagnolo, City of Rancho Cucamonga

**OTHERS ATTENDING**

Haviva Shane, General Counsel

**OmniTrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager  
Trischelle Baysden, Director of Rail  
Samuel Gibbs, Director of Internal Audit Services  
Marge Ewing, Director of Human Resources/Safety & Security  
Jacob Harms, Director of Information Technology  
Eugenia Pinheiro, Interim Director of Procurement  
Doug Stanley, Interim Director Special Transit Services  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing/Planning  
Omar Bryant, Maintenance Manager  
Maurice Mansion, Treasury Manager  
Kathy McClure, Senior Contract Administrator  
John Steffon, Transportation Manager

Krystal Turner, Contracts Administrator  
Julienne Overland-Villegas, Senior Executive Assistant to the CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

The next Committee Meeting is scheduled Thursday, September 14, 2017, at 8:00 a.m.

**C. COMMUNICATIONS FROM THE PUBLIC**

There were no communications from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no conflict of interest issues identified.

**E. DISCUSSION ITEMS**

1. Approve Administrative & Finance Committee Minutes – May 11, 2017

M/S (Avila/Robles) that approved the Committee Minutes of May 11, 2017. Member Bennett abstained. Motion was approved by remaining Members present.

2. Receive and File Director of Finance Report – Price of Compressed Natural Gas

Don Walker, Director of Finance, reported that July is the first month of FY18, and noted that the budget was prepared based on the assumption that pipeline fueling would be in effect. Mr. Walker explained that various issues delayed the project schedule and stated that fueling at West Valley is currently in the “testing phase” and is expected to begin this weekend, and fueling at East Valley is scheduled to begin mid-September.

Mr. Walker explained that the cost of fuel for FY18 was estimated at \$1.9 million, with an average cost of \$158,000 per month. Since the fueling did not begin as projected, the cost for the month of July was \$307,000, which is \$153,000 over budget. He stated that the variance will continue until the pipeline fueling begins. Once the fueling begins, a third-party administrator will sell the Low Carbon Fuel Standard (LCFS) credits, which is expected to generate approximately \$72,000 per month and over \$800,000 annually.

This item was received and filed.

3. Recommend the Board of Directors Review New Policy and Procedures: Electronic Communications

Haviva Shane, General Counsel, presented this item. She provided some background by stating that at the last Executive Committee Meeting held on July 7, 2017, she presented a draft Electronic Communications Policy crafted for Omnitrans, which was developed as the result of the recent California Supreme Court decision in the *City of San Jose v.*



*Superior Court* case. Ms. Shane stated that Committee engaged in a lengthy discussion and requested that the policy be changed to a “procedure” rather than a policy as it relates to public officials. She stated that the changes are included in today’s agenda for the Committee’s review and possible recommendation to the Board of Directors for discussion.

M/S (Eaton/Dailey) that recommended the Electronic Communications Policy and Procedures be forwarded to the Board of Directors for discussion. Motion was unanimous by Members present.

4. Recommend the Board of Directors Authorize the CEO/General Manager to Request a Letter of No Prejudice from the Federal Transit Administration for the Redlands Passenger Rail Project

Supervisor Hagman arrived at 8:23 a.m.

M/S (Dailey/Hagman) that recommended the Board of Directors authorize the CEO/General Manager to request a Letter of No Prejudice (LONP) from the Federal Transit Administration (FTA) regarding the purchase of passenger rail vehicles for the Redlands Passenger Rail Project (RPRP). Motion was unanimous by Members present.

5. Receive and Forward to the Board of Directors Annual Internal Audit Workplan and Schedule FY2018

M/S (Hagman/Dailey) that received and forwarded the Annual Internal Audit Workplan and FY18 Schedule to the Board of Directors for receipt and file.

6. Recommend to the Board of Directors Ratification of Change Order 3 to Contract IFB-IPMO16-98, sbX E Street Corridor Public Address (PA) System

Member Wapner joined the meeting at 8:27 a.m. via teleconference.

M/S (Hagman/Roberts) to Ratify Change Order 3 to Contract IPMO16-98 with Ford Audio-Video Systems, LLC, of Tulsa, OK, for the provision of the purchase and installation of 22 Innovative Electronic Designs (IED) GlobalCom IP100 Controllers, extend the period of performance through September 30, 2017, and increase the contract by \$85,850, plus a ten percent contingency of \$8,585, for a new not-to-exceed amount of \$703,076.92. Motion was unanimous by Members present.

7. Recommend to the Board of Directors Funding Agreement between Community Senior Services and Omnitrans

M/S (Hagman/Robles) that authorized the CEO/General Manager to execute the funding agreement between Omnitrans and Community Senior Services for \$139,898 of FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal

funds awarded through San Bernardino County Transportation Authority's (SBCTA) 2017 Call for Projects. Motion was unanimous by Members present.

8. Recommend to the Board of Directors Funding Agreement between OPARC and Omnitrans

M/S (Wapner/Hagman) that authorized the CEO/General Manager to execute the funding agreement between Omnitrans and OPARC for \$307,875 of FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal funds awarded through San Bernardino County Transportation Authority's (SBCTA) 2017 Call for Projects. Motion was unanimous by Members present.

9. Recommend to the Board of Directors Funding Agreement between YMCA and Omnitrans

M/S (Hagman/Robles) that authorized the CEO/General Manager to execute the funding agreement between Omnitrans and YMCA for \$73,000 of FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal funds awarded through San Bernardino County Transportation Authority's (SBCTA) 2017 Call for Projects. Motion was unanimous by Members present.

#### **F. ADJOURNMENT**

The Administrative and Finance Committee Meeting adjourned at 8:43 a.m.

The next Administrative and Finance Committee Meeting is scheduled Thursday, September 14, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

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Araceli Barajas, Executive Staff Assistant

**AGENCY MANAGEMENT REPORT****FIRST QUARTER 2018**  
**FISCAL YEAR 2018****Agency Results****Operating Revenue**

First Quarter Operating Revenue of \$20,106,551 is \$856,007 under budget. The negative First Quarter variance is primarily driven by the timing of the receipt of Measure I funds.

**Operating Expense**

First Quarter Operating Expense of \$19,381,574 is \$1,580,984 under budget. The current quarter's variance is driven by several areas being under budget and the start of the new fiscal year.

**Ridership**

During the First Quarter, Omnitrans carried a total 2,831,065 passengers. This consisted of 2,732,386 on Fixed Route service and 98,679 on Demand Response routes. This reflects a total system decrease of 5.28% when compared to the same period last year.

**Revenue Hours/Revenue Miles**

During the First Quarter, Omnitrans provided a total of 206,471 revenue hours reflecting a decrease of .71% versus the same period last year. Omnitrans logged a total of 2,833,4956 revenue miles during the quarter, reflecting a decrease of .44% when compared to same period last year.

**Farebox Recovery Ratio**

First Quarter farebox revenue for Fixed Route/OmniGo is \$3,133,979 versus \$3,252,192, for the same period last year. This is a decrease of 3.63%. The farebox recovery ratio for the quarter is 20.84% using the old calculation and 28.84% using the new calculation.

First Quarter farebox revenue for Access is \$446,934 versus \$447,946 for the same period last year. This is a decrease of .23%. Farebox recovery ratio for the quarter is 28.98% using the old calculation and 34.27% using the new calculation.

**Financials**

Total Salaries and Benefits of \$11,777,437 are \$981,328 under budget for the First Quarter due to headcount being lower than planned.

Total Services are \$660,081 or \$593,745 under budget in the First Quarter. The current quarter's positive variance is principally driven by professional services being less than planned.

Materials and Supplies are \$1,927,061 or \$301,824 over budget in the First Quarter. The current quarter's variance is principally driven by the delay in pipeline gas.

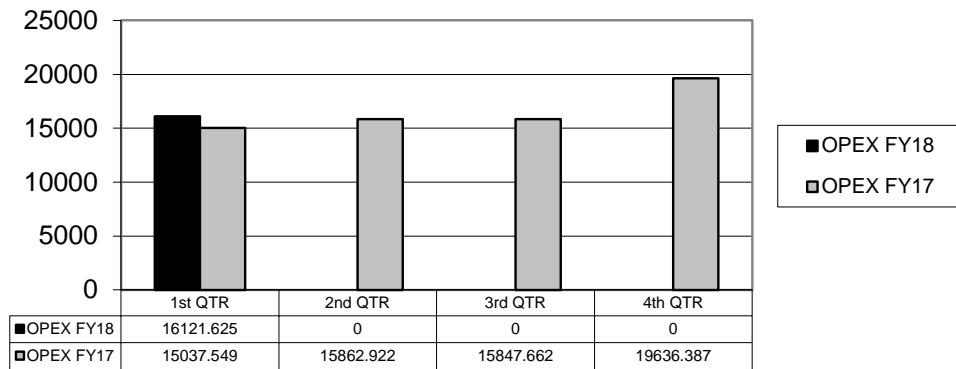
Purchased Transportation is \$2,234,976 or \$68,503 under budget in the First Quarter. The current quarter's variance is driven by ACCESS ridership being less than planned.

Other Expenses are \$2,782,020 or \$135,037 under budget in the First Quarter. The current quarter variance is primarily driven by printing and advertising being less than planned.

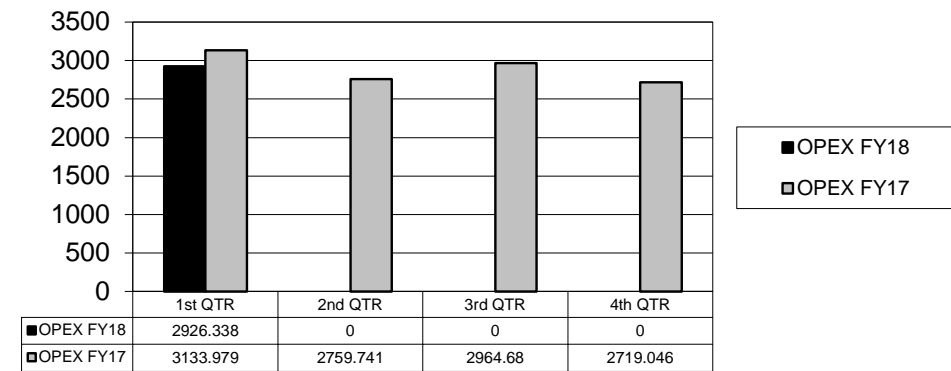
**PERFORMANCE STATISTICS  
FISCAL YEAR 2018  
First Quarter 2018**

	<u>Current Quarter</u>		YR/YR <u>inc/(dec)</u>	<u>Year-To-Date</u>		YR/YR <u>inc/(dec)</u>
	<u>First Quarter 2018</u>	<u>First Quarter 2017</u>	<u>CURRENT</u>	<u>First Quarter 2018</u>	<u>First Quarter 2017</u>	<u>YTD</u>
<b>Total Passenger Revenue &amp; Subsidy</b>						
Fixed Route	\$2,926,338	\$3,133,979	-6.6%	\$2,926,338	\$3,133,979	-6.6%
Demand Response	\$899,758	\$899,328	0.0%	\$899,758	\$899,328	0.0%
<b>Total Passengers</b>						
Fixed Route	2,732,385	2,879,554	-5.1%	2,732,385	2,879,554	-5.1%
Demand Response	98,679	109,241	-9.7%	98,679	109,241	-9.7%
<b>Farebox Recovery Ratio</b>						
Fixed Route/OmniLink	20.84%	22.18%		20.84%	22.18%	
Access	28.98%	14.95%		28.98%	14.95%	
<b>Total Passengers per Revenue Hour</b>						
Fixed Route	16.4	17.4	-6.0%	16.4	17.4	-6.0%
Demand Response	2.5	2.6	-2.5%	2.5	2.6	-2.5%
<b>Revenue per Passenger</b>						
Fixed Route	\$ 1.07	\$ 1.09	-1.6%	\$ 1.07	\$ 1.09	-1.6%
Demand Response	\$ 9.12	\$ 8.23	10.8%	\$ 9.12	\$ 8.23	10.8%
<b>Cost per Passenger</b>						
Fixed Route	\$ 5.90	\$ 5.22	13.0%	\$ 5.90	\$ 5.22	13.0%
Demand Response	\$ 32.24	\$ 28.43	13.4%	\$ 32.24	\$ 28.43	13.4%
<b>Cost per Revenue Hour</b>						
Fixed Route	\$ 96.50	\$ 90.91	6.2%	\$ 96.50	\$ 90.91	6.2%
Demand Response	\$ 80.72	\$ 73.02	10.5%	\$ 80.72	\$ 73.02	10.5%
	<u>Actual</u>	<u>Target</u>				
<b>On Time Performance</b>						
Fixed Route	86.71%	90%				
Demand Response	86.22%	90%				
<b>Headcount</b>	668	674				
(includes PT Operators, excludes Rail,STS)						

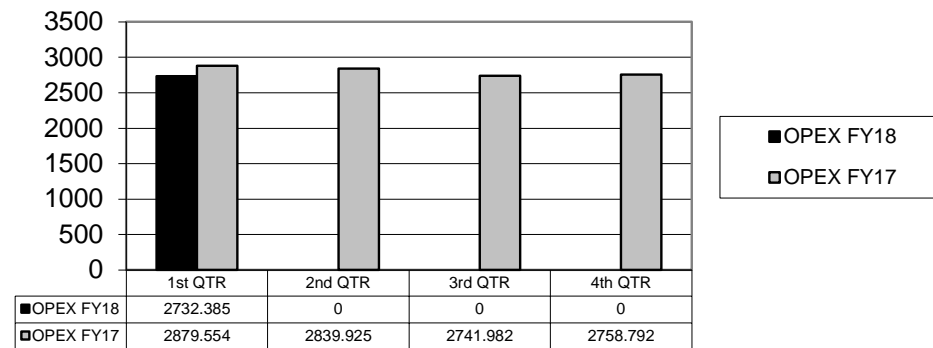
**Fixed Route Operating Expense**  
*Thousands*



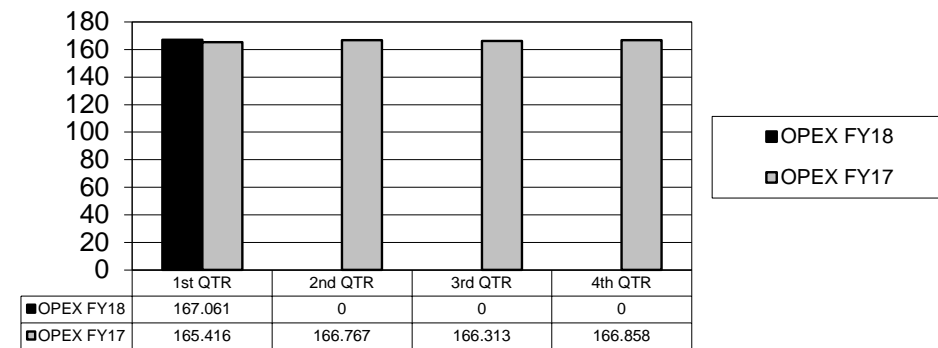
**Fixed Route Passenger Revenue**  
*Thousands*



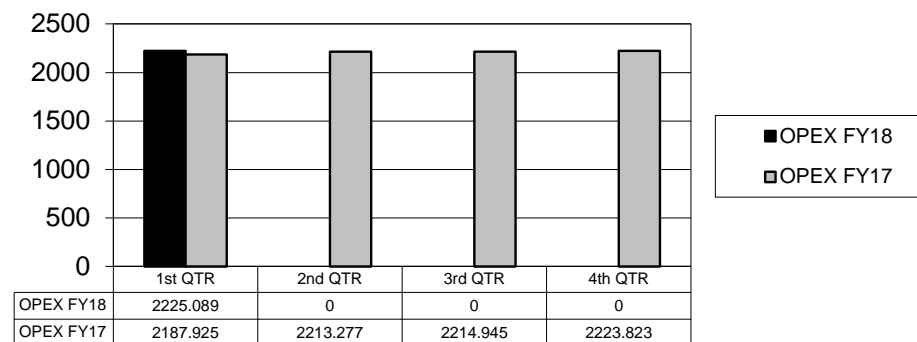
**Fixed Route Ridership**  
*Thousands*

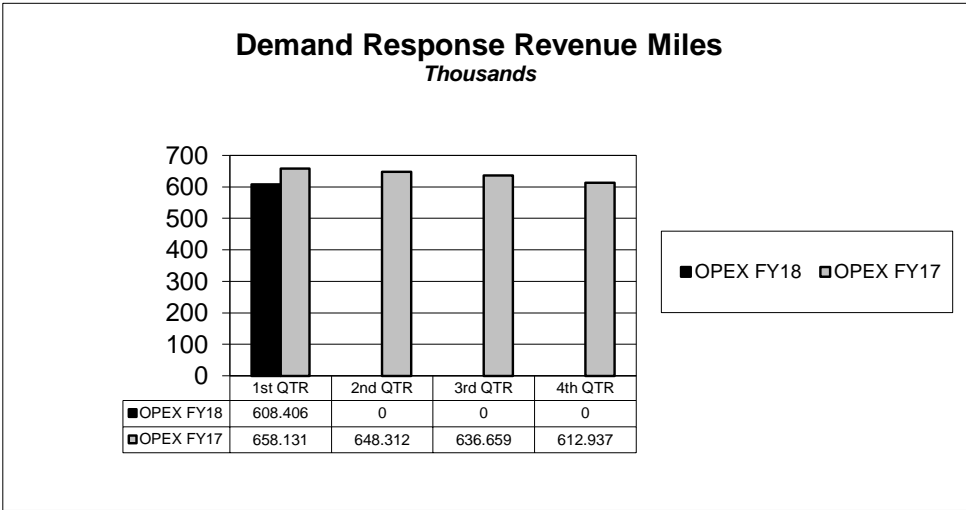
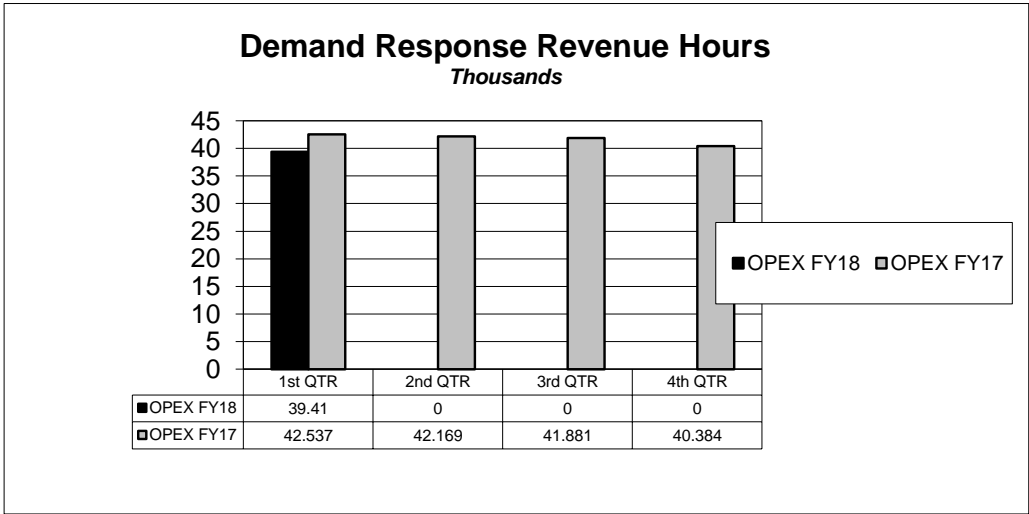
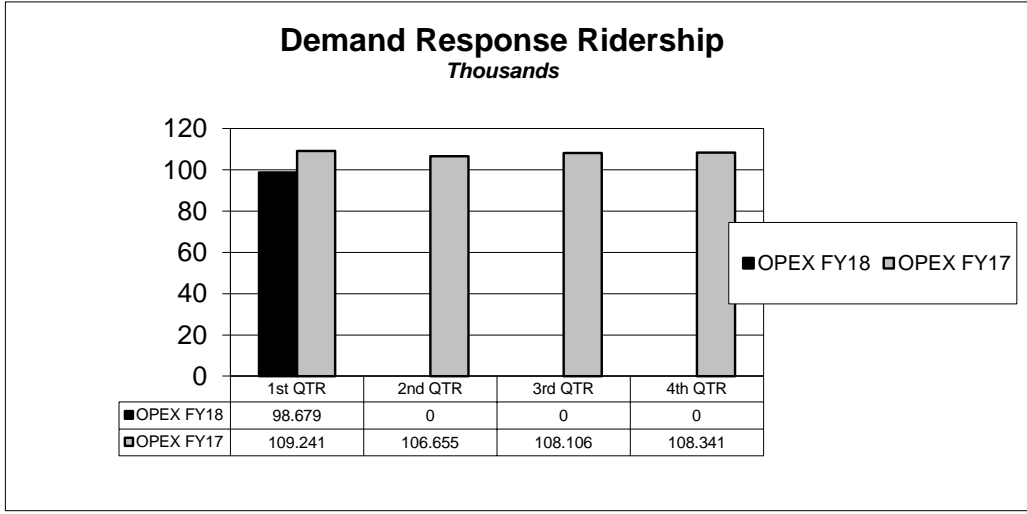
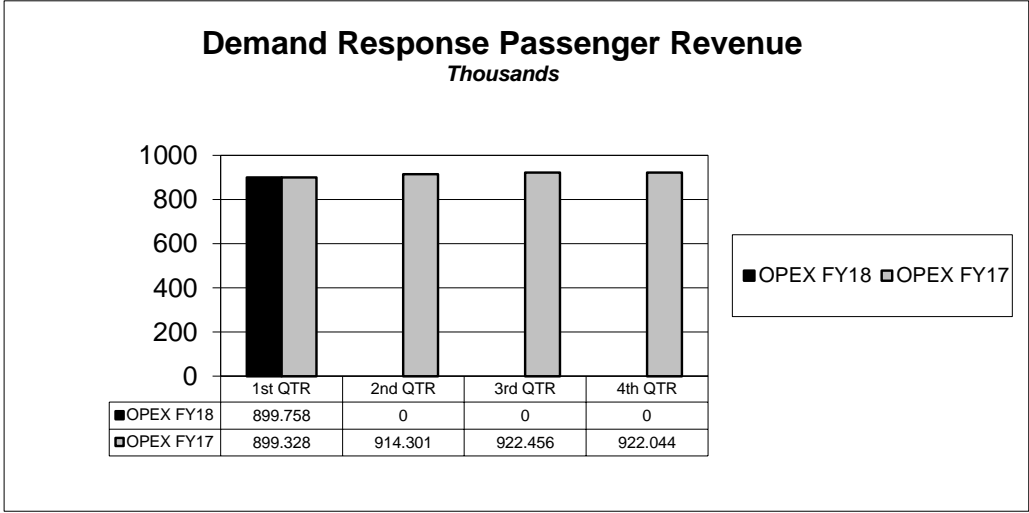
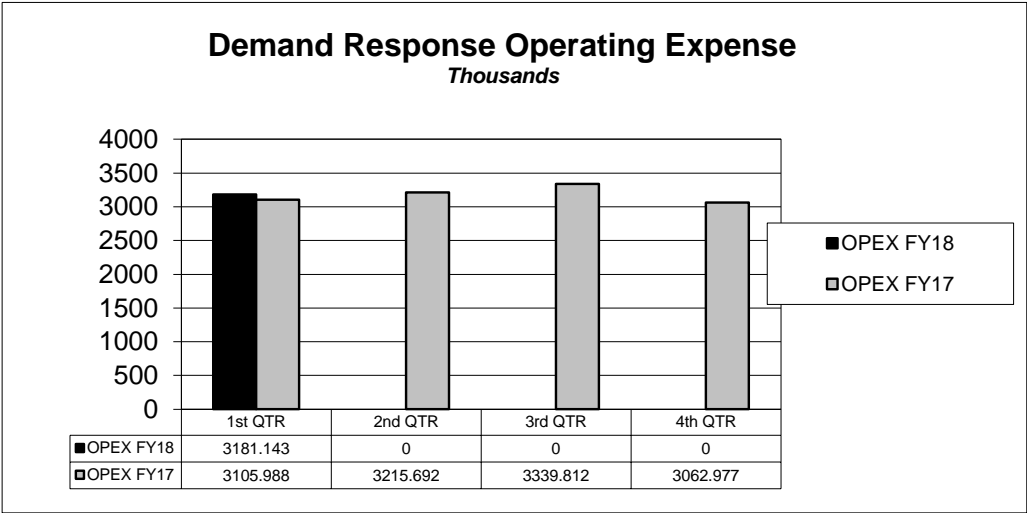


**Fixed Route Revenue Hours**  
*Thousands*



**Fixed Route Revenue Miles**  
*Thousands*





## Statement of Operations Fiscal Year: 2018

CURRENT QUARTER: First Quarter (July, August, September)

YEAR-TO-DATE: September 2017

<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	<u>Operating Revenues</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>
3,268,208	2,998,335	269,873	109%	Passenger Fares	3,268,208	2,998,335	269,873	109%
557,888	455,515	102,372	122%	Measure I Subsidy - Fares	557,888	455,515	102,372	122%
1,524,999	1,524,999	0	100%	Measure I - Operating	1,524,999	1,524,999	0	100%
0	492,556	(492,556)	0%	Measure I CTSA - Operating	0	492,556	(492,556)	0%
0	200,000	(200,000)	0%	LCFS - Credits	0	200,000	(200,000)	0%
0	75,000	(75,000)	0%	LCTOP Operating	0	75,000	(75,000)	0%
88,946	163,750	(74,804)	54%	Auxillary Transportation Revenue	88,946	163,750	(74,804)	54%
(84,186)	12,528	(96,714)	0%	Non-Transportation Revenue	(84,186)	12,528	(96,714)	-672%
10,632,009	10,632,012	(3)	100%	LTF Operating	10,632,009	10,632,012	(3)	100%
348,162	348,164	(2)	100%	STAF Operating	348,162	348,164	(2)	100%
0	199,617	(199,617)	0%	JARC - Operating Assistance	0	199,617	(199,617)	0%
3,770,525	3,860,083	(89,558)	98%	Capital Funds for Operations	3,770,525	3,860,083	(89,558)	98%
<b>20,106,551</b>	<b>20,962,558</b>	<b>(856,007)</b>	<b>96%</b>	<b>Total Revenues</b>	<b>20,106,551</b>	<b>20,962,558</b>	<b>(856,007)</b>	<b>96%</b>
				<u>Operating Expenses</u>				
8,302,257	8,056,144	(246,113)	103%	Labor	8,302,257	8,056,144	(246,113)	103%
3,475,180	4,702,621	1,227,441	74%	Fringe Benefits	3,475,180	4,702,621	1,227,441	74%
660,081	1,253,825	593,745	53%	Services	660,081	1,253,825	593,745	53%
1,927,061	1,625,237	(301,824)	119%	Materials and Supplies	1,927,061	1,625,237	(301,824)	119%
931,248	993,981	62,734	94%	Occupany	931,248	993,981	62,734	94%
1,735,054	1,639,374	(95,680)	106%	Casualty and Liability	1,735,054	1,639,374	(95,680)	106%
0	12,446	12,446	0%	Taxes and Fees	0	12,446	12,446	0%
2,234,976	2,303,479	68,503	97%	Purchased Transportation	2,234,976	2,303,479	68,503	97%
46,484	259,380	212,896	18%	Printing and Advertising	46,484	259,380	212,896	18%
(9,572)	11,877	21,449	-81%	Miscellaneous Expense	(9,572)	11,877	21,449	-81%
0	104,196	104,196	0%	Lease and Rental	0	104,196	104,196	0%
78,806	0	(78,806)	0%	Capital Purchase Expense	78,806	0	(78,806)	
<b>19,381,574</b>	<b>20,962,559</b>	<b>1,580,984</b>	<b>92%</b>	<b>Total Operating Expense</b>	<b>19,381,574</b>	<b>20,962,559</b>	<b>1,580,984</b>	<b>92%</b>
<b>724,976</b>	<b>(1)</b>	<b>724,977</b>		<b>Net Gain (Net Loss)</b>	<b>724,976</b>	<b>(1)</b>	<b>724,977</b>	
11,777,437	12,758,765	981,328	92%	Sal & Ben	11,777,437	12,758,765	981,328	92%
2,782,020	2,917,057	135,037	95%	Other	2,782,020	2,917,057	135,037	95%

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the OmniTrans Board of Directors

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

**FROM:** Mae Sung, Accounting Manager

**SUBJECT: INVESTMENT STATUS**

**FORM MOTION**

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

**BACKGROUND**

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

**SUMMARY**

All of the Agency's investments are invested with the Local Agency Investment Fund (LAIF) and Union Bank. Please refer to the attachment for the investment activity of the Agency for the period of July – September 2017. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

PSG:MS



OMNITRANS  
Treasurer's Report  
Quarter ending September 2017

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		\$ 5,240,718.82			1.01%	
	Interest for QTR		\$ 21,224.65		0.92%	
				\$ (3,700,000.00)	1.07%	
			\$ 20,300,000.00	\$ (3,600,000.00)	1.09%	
			\$ 11,000,000.00	\$ (2,500,000.00)	1.13%	
			\$ 36,561,943.47	\$ (9,800,000.00)		
Net LAIF Funds				\$ 26,761,943.47		\$ 26,761,943.47
Fair Marketing Value	Fair Value Factor				0.998940671	\$ 26,733,593.77
Union Bank Money Market GMRA		\$ 539,165.73			0.01%	
	Interest		\$ 16.08			
			\$ 172,679.00	\$ (23,514.46)		
			\$ 711,860.81	\$ (23,514.46)		
				\$ 688,346.35		\$ 688,346.35
Union Bank Money Market Caltrans Capital Project Funds		\$ 15,417,729.79			0.10%	
	Interest		\$ 13,802.00			
			\$ 6,250,000.00	\$ (5,631,309.97)		
			\$ 21,681,531.79	\$ (5,631,309.97)		
				\$ 16,050,221.82		\$ 16,050,221.82
Union Bank CDs		\$ 5,236,998.95		\$ (1,250,000.00)		
				\$ (6,267.41)		
			\$ 5,236,998.95	\$ (1,256,267.41)		\$ 3,980,731.54
		\$ 1,176,507.00				
	Passenger		\$ 3,001,420.17			
	Grants' Revenue		\$ 46,331,072.00			
	Miscellaneous Revenue		\$ 331,998.67			
	Transfers From (To) LAIF		\$ 9,800,000.00	\$ (31,300,000.00)		
	Transfers From (To) Money Market		\$ 5,757,677.43	\$ (5,172,679.00)		
	Accounts Payable			\$ (18,172,579.59)		
	Payroll and Payroll Taxes			\$ (8,821,578.22)		
	Employee Benefits			\$ (2,424,291.82)		
	Bank Service Charge			\$ (14,728.19)		
			\$ 66,398,675.27	\$ (65,905,856.82)		
Net Union Bank Operating Funds				\$ 492,818.45		\$ 492,818.45
\$ 9,200.00						
Petty Cash						\$ 9,200.00

Cash and Investments Under the Direction of Fiscal Agents

Union Bank	\$ 75,000.00		
Workmens' Comp. Adjuster			
Pacific Claims Management			\$ 75,000.00

Total Cash & Investments	\$ 48,029,911.93
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I hereby certify that the investment portfolio of OMNITRANS complies with its investment policy and the California Government Code Sections pertaining to the investment of local agency funds and Union Bank of California. Pending any future actions by the Omnitrans Board or any unforeseen catastrophe, OMNITRANS has an adequate cash flow to meet its expenditure requirements for the next six months.

Prepared by: \_\_\_\_\_  
Mae Sung, Accounting Manager

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

@ Source of Market Value: California State Pooled Money Investment Board Report.

(1) Union: "Summary of Market Value" posted on monthly fiscal agent statements.

(2) LAIF: "Pooled Money Investment Account Market Valuation" .

# Master Control Account is the controlling account for all the zero balance accounts with

Union including: Accounts Payable Account (General Account) and Payroll Account.

Interest earned by the Master Control account is used as a partial offset to the monthly bank service charges.

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**SUBJECT: PAYROLLS AND WARRANTS FOR JULY - SEPTEMBER 2017**

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

Payroll Period	Amount	Register #
07/01/17-07/31/17	\$ 826,968.97	14-15
08/01/17-08/31/17	\$ 1,189,807.27	16-18
09/01/17-09/30/17	\$ 793,509.89	19-20

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

Payroll Period	Amount	Register #
07/01/17-07/31/17	\$2,137,003.16	14-15
08/01/17-08/31/17	\$3,298,034.15	16-18
09/01/17-09/30/17	\$2,170,194.00	19-20

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

Register Date	Amount	Register #
07/01/17-07/31/17	\$ 7,188,441.55	897-901
08/01/17-08/31/17	\$ 8,051,628.52	902-908
09/01/17-09/30/17	\$ 2,932,756.38	909-913

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

PSG:MS

Submitted for the  
Board Meeting of:  
**November 1, 2017**

**OMNITRANS**  
**AFFIRMATIVE ACTION STATUS REPORT**  
**WITH PERSONNEL APPOINTMENTS BY DEPARTMENT**  
**As of October 16, 2017**

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION								FEMALE ETHNIC COMPOSITION								Existing Vacancies	INTERVIEWED										APPOINTED									
		C	B	H	AS	AI	2+	IWD	VET	C	B	H	AS	AI	2+	IWD	VET		*	C	B	H	AS	AI	NH/PI	2+	IWD	VET	C	B	H	AS	AI	NH/PI	2+	IWD	VET	
OPERATIONS	479	48	104	109	8	0	7	9	37	29	102	55	0	3	14	4	3	0	5	18	13	1	1	0	5	2	1	3	3	6	0	1	0	1	1	0		
MAINTENANCE	108	26	11	50	5	2	1	4	14	3	0	1	0	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
EXECUTIVE OFFICE/ RAIL	7	1	1	0	0	0	0	0	1	3	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
INFORMATION TECH. SERVICES	8	2	0	1	4	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
MARKETING/ PLANNING	31	4	0	8	1	0	1	0	1	4	0	12	0	0	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
HUMAN RESOURCES/ SAFETY/SECURITY	15	3	0	1	0	0	0	1	2	5	0	4	0	1	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
PROCUREMENT	20	4	1	7	0	0	0	1	2	1	2	2	0	0	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
FINANCE	12	0	2	0	2	0	0	0	1	2	0	3	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SPECIAL TRANSPORTATION SERVICES	15	3	0	4	0	0	1	0	1	1	0	4	0	0	0	0	0	2	2	0	1	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0		
AGENCY TOTALS	695	91	119	180	20	2	11	15	60	48	104	82	2	4	17	10	3	15	7	18	14	1	1	0	5	2	1	4	3	7	0	1	0	1	1	0		

\*Reflects numbers from the **FY18** budget

\*Includes positions budgeted but not filled

C = Caucasian      IWD = Individuals With Disabilities  
B = Black          VET = Protected Veterans  
H = Hispanic  
AS = Asian  
AI= American Indian  
2+ = Two or More Races  
NH/PI = Native Hawaiian or Other Pacific Islander

COMPLETED BY:

Meredith Tshilonda

(HR Analyst)

PERCENTAGES

C	B	H	AS	AI	2+	IWD	VET
139	223	262	22	6	28	25	63
20%	33%	39%	3%	0.9%	4%	4%	9%
680							

ITEM # E6

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Board of Directors

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

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

**SUBJECT: OMNITRANS' FISCAL YEAR ENDED JUNE 30, 2017 FINANCIAL AUDIT  
STATEMENT ON AUDITING STANDARDS (SAS) 114 LETTER**

### **FORM MOTION**

Receive and file Vavrinek, Trine, Day & Co., LLP (VTD) SAS 114 letter for fiscal year ended June 30, 2017.

*This item was reviewed and recommended forwarding to the Board of Directors at the Administrative and Finance Committee meeting on October 12, 2017.*

### **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 and the standards applicable to financial audits contained in Government Auditing Standards. The audit also included fifteen tasks contained in San Bernardino County Transportation Authority (SBCTA) Transportation Development Act 2005 Compliance Guide.

The SAS 114 letter is an AICPA (American Institute of CPAs) required communication letter for all financial statement audits. The purpose of the letter is to communicate to those charged with governance, such as the Board of Directors, Audit Committee, President, or Management, the scope of audit procedures performed, significant findings, and other information, such as disagreements with management, audit adjustments and significant estimates, that aren't communicated in the audited financial statements.

In short, it is the responsibility of VTD is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, and is in conformity with Generally Accepted Accounting Standards.

The audit includes obtaining an understanding of Omnitrans and its environment, including internal control, and risk of material misstatements. Material misstatements may result from:

1. Errors

2. Fraudulent financial reporting
3. Misappropriation of assets
4. Violation of laws or governmental regulations

If any member of the Omnitrans Board of Directors is aware of matters that have a material bearing on the financial statements taken as a whole (such as those listed above in items 1 – 4), please contact Roger Alfaro at (909) 466-4410 or email at [ralfaro@vtcdcpa.com](mailto:ralfaro@vtcdcpa.com).

PSG:DW

Attachments: VTD's SAS 114 Letter



September 7, 2017

To the Board of Directors  
Omnitrans  
San Bernardino, California

We are engaged to audit the financial statements of Omnitrans for the year ended June 30, 2017. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance

As stated in our engagement letter dated April 14, 2017, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider Omnitrans' internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether Omnitrans' financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about Omnitrans' compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on Omnitrans' compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on Omnitrans' compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to 1) Management's Discussion and Analysis, 2) Schedule of Changes in the Net Pension Liability and Related Ratios, and 3) Schedule of Contributions, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the Schedule of Expenditures of Federal Awards and Schedule of Proposition 1B Unspent Funds and Cash Disbursements, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory section or the statistical section, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

If any member of the Board is aware of matters that have a material bearing on the financial statements taken as whole (such as those described in items 1-4), please contact me at (909) 466-4410 or by email at ralfaro@vtdcpa.com by September 27, 2017.

We began our audit in May 2017 and expect to issue our report in December 2017. Roger Alfaro is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of Omnitrans and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Roger E. Alfaro, Partner  
Of Vavrinek, Trine, Day & Co., LLP

RA:gbl

ITEM # E7

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Board of Directors

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

**FROM:** Wendy Williams, Director of Marketing & Planning

**SUBJECT: OMNICONNECTS SHORT-RANGE TRANSIT PLAN FY2019-2025  
STATUS UPDATE**

### **FORM MOTION**

Receive and file OmniConnects Short-Range Transit Plan (SRTP) FY2019-2025 status update.

*The Plans and Programs Committee recommended this item for receive and file at its October 24, 2017 meeting.*

### **BACKGROUND**

Short-Range Transit Plans (SRTPs) are 5-7 year business plans for a transit agency. Omnitrans current SRTP is the OmniConnects SRTP covering FY2015-2020. It was adopted by the Board of Directors in May 2014. A current SRTP is required by the Federal Transit Administration in order to receive federal funding.

The Board of Directors kicked off the SRTP update process in April 2017. SRTP's typically take a year to complete. SRTP work to date included gathering and analyzing detailed demographic and community trends, meeting with JPA members and stakeholders, gathering public input, developing proposed updates to agency goals and standards, and a detailed evaluation of route performance by stop, trip, time, day of week, and location. These analyses are crucial to make service recommendations moving forward.

A summary of the findings thus far are below and will be covered in the attached presentation.

### ***Demographic Trends***

Service Planning routinely acquires the latest demographic data of Omnitrans' service area in order to determine the changing needs of our community. These data are included in the SRTP process and are of critical import to planning decision making. These data include: resident population density; job or employment density; bivariate mapping of both job and resident density; median household income; proportion of population below poverty level; proportion of

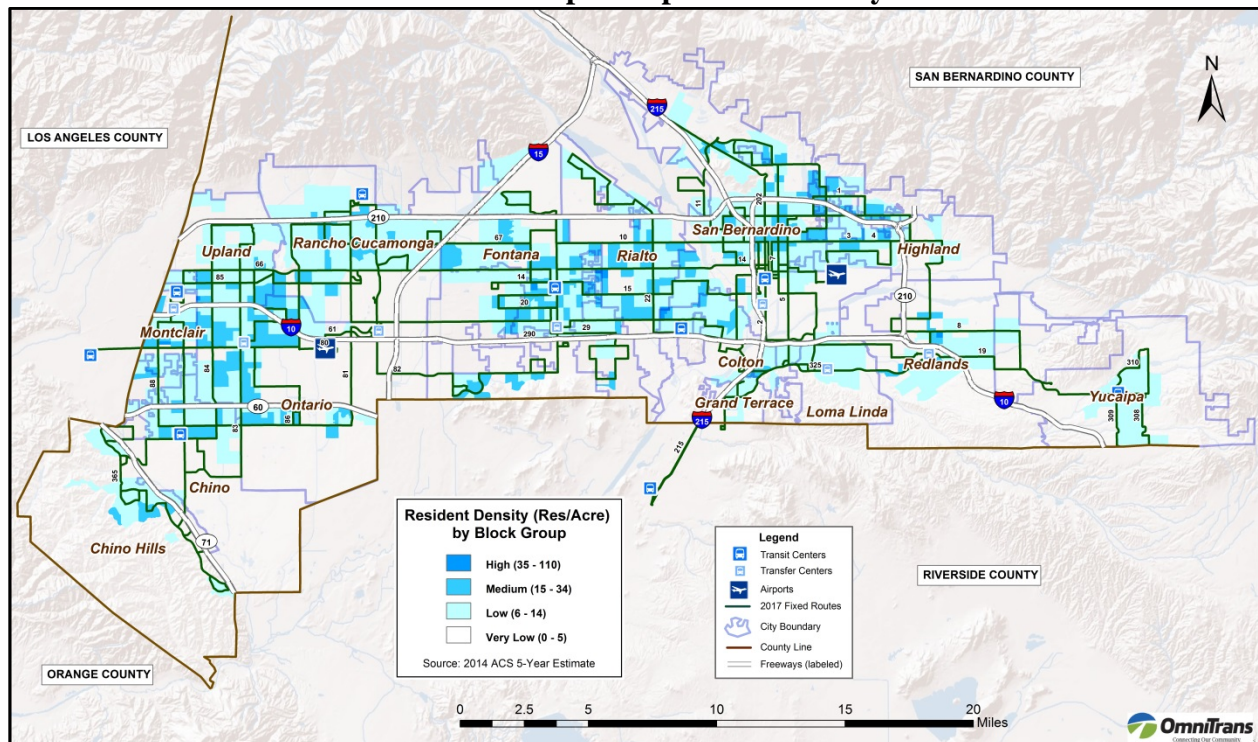


youth in population; and proportion of population without access to a vehicle. These different factors are later weighted and combined to yield a Transit Orientation Index, or T.O.I.

Some of the demographic trends noted in the latest data:

- Greater residential density is found more centrally within Omnitrans' service area, although distribution is not uniform. Two large concentrations of high resident density area found, and each is bound by regions of lower residence and higher industrial / employment density.
- The trend towards increasing population and job numbers continues to be westward in the service area, with the combination of Ontario, western Fontana, and southern Rancho Cucamonga to be the job center of the region by 2040.
- Low median household income, poverty, and high proportion of youth, along with lack of vehicle access, remain most pronounced in the central cities of Omnitrans' service area, while higher affluence trends more toward the peripheral cities.

### Exhibit 1: Map of Population Density



Residential density is not uniform in distribution throughout the service area; there are two high resident density regions running from Fontana to Highland in the East, and from Montclair and Ontario up to Rancho Cucamonga in the West, respectively.

The major employment density rich regions are in the cities of San Bernardino, Loma Linda, Redlands, and particularly Ontario. The most pronounced of these is an area of strong job density running from the southern-most portion of Rancho Cucamonga and throughout Ontario and into western Fontana.



**Exhibit 2: Map of Employment Density**

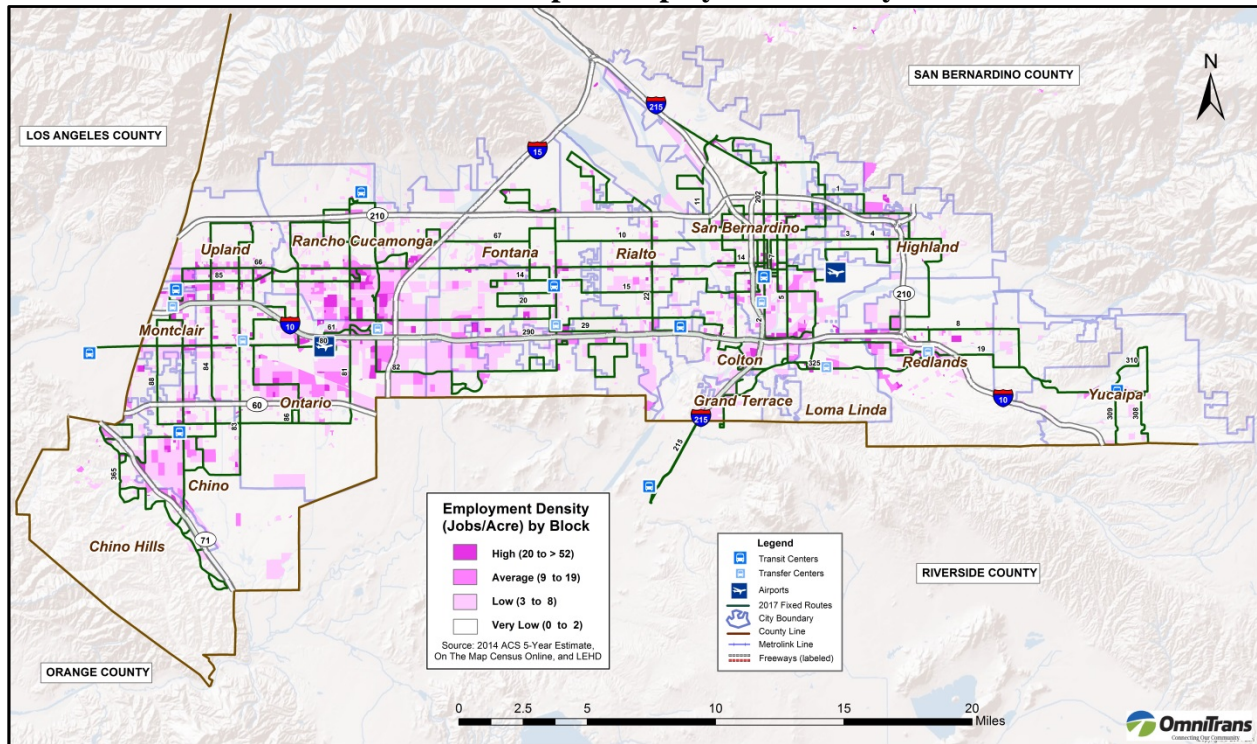
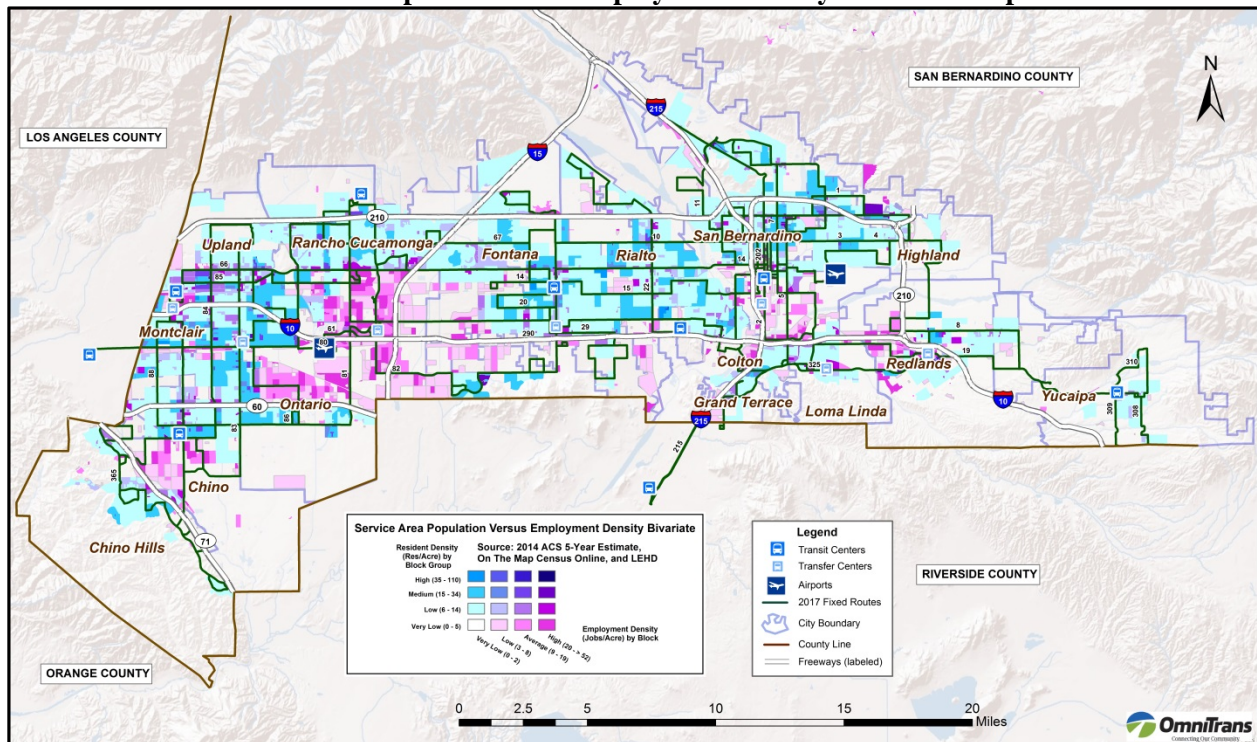


Exhibit 3 shows the combined population and employment bivariate distribution map.

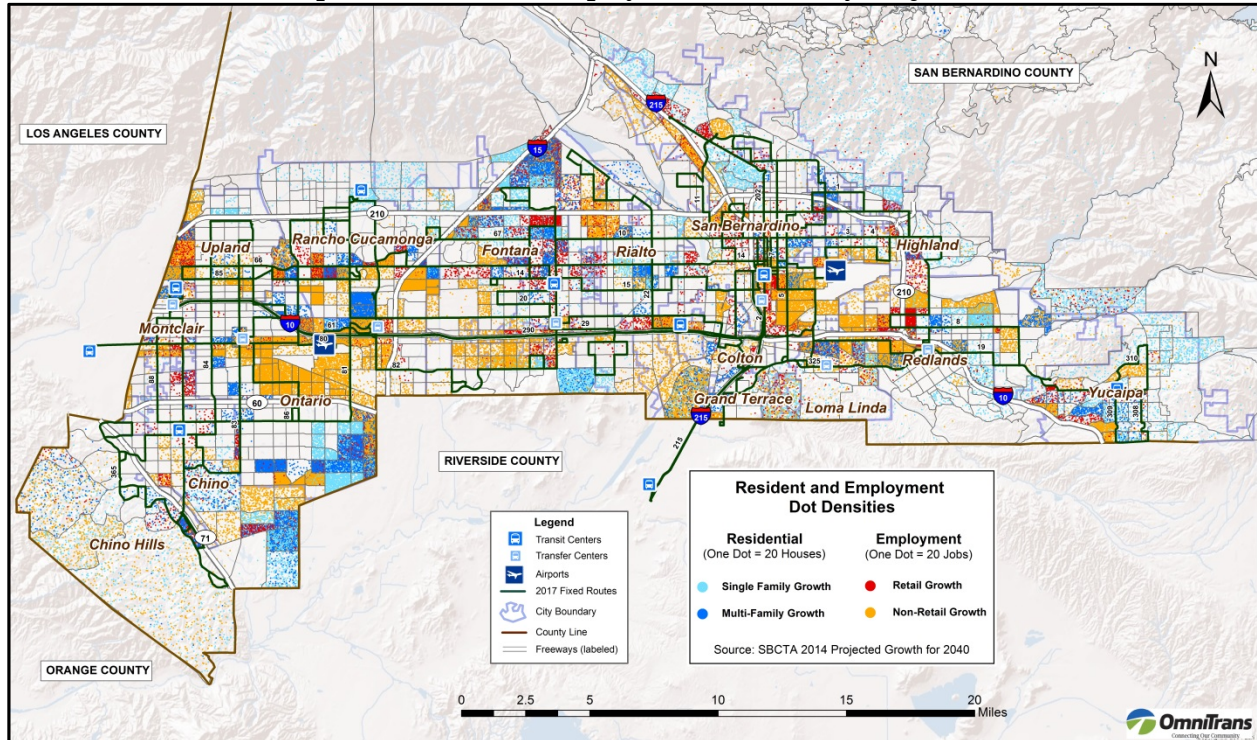
**Exhibit 3: Population and Employment Density Bivariate Map**





Using data from Southern California Association of Governments (SCAG) Regional Transportation Plan and Sustainable Communities' Strategy (RTP/SCS), changes in population and employment density can be seen in the dot density map in Exhibit 4. It shows that employment growth in the west will outpace that in the east, while resident growth will be more peripheral.

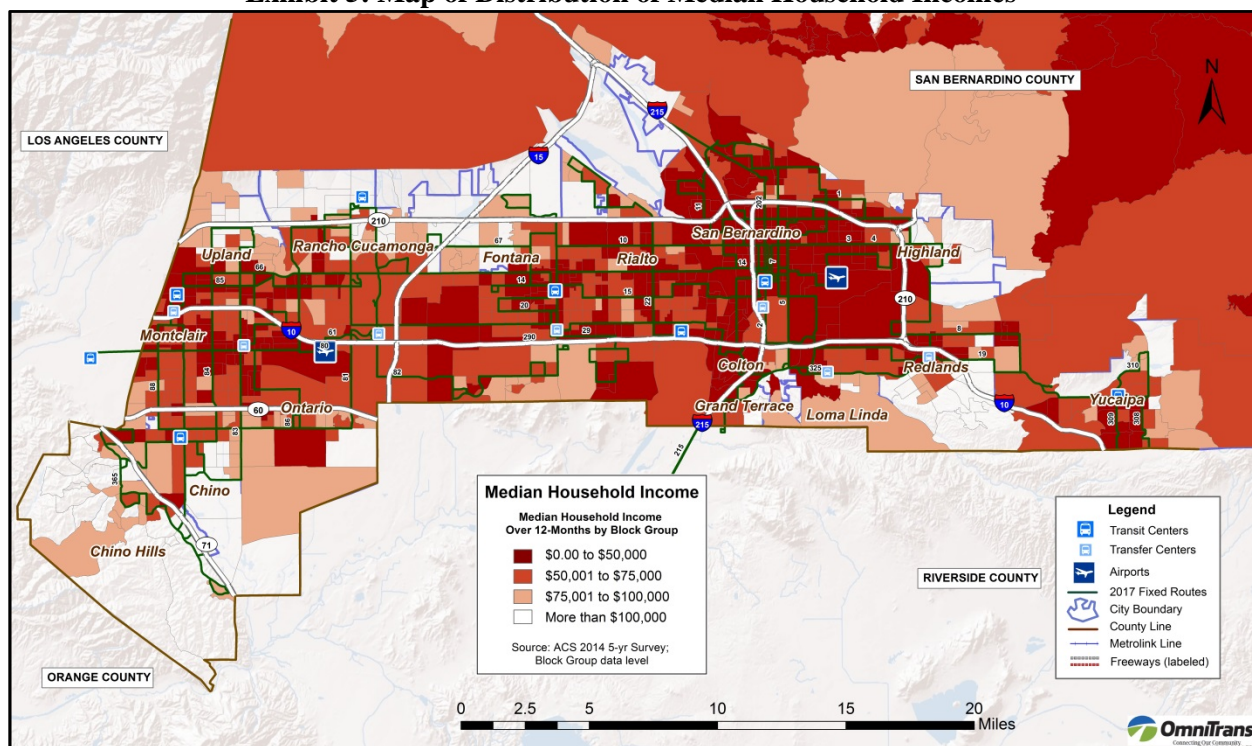
**Exhibit 4: Map of Resident and Employment Dot Density Projections for 2040**



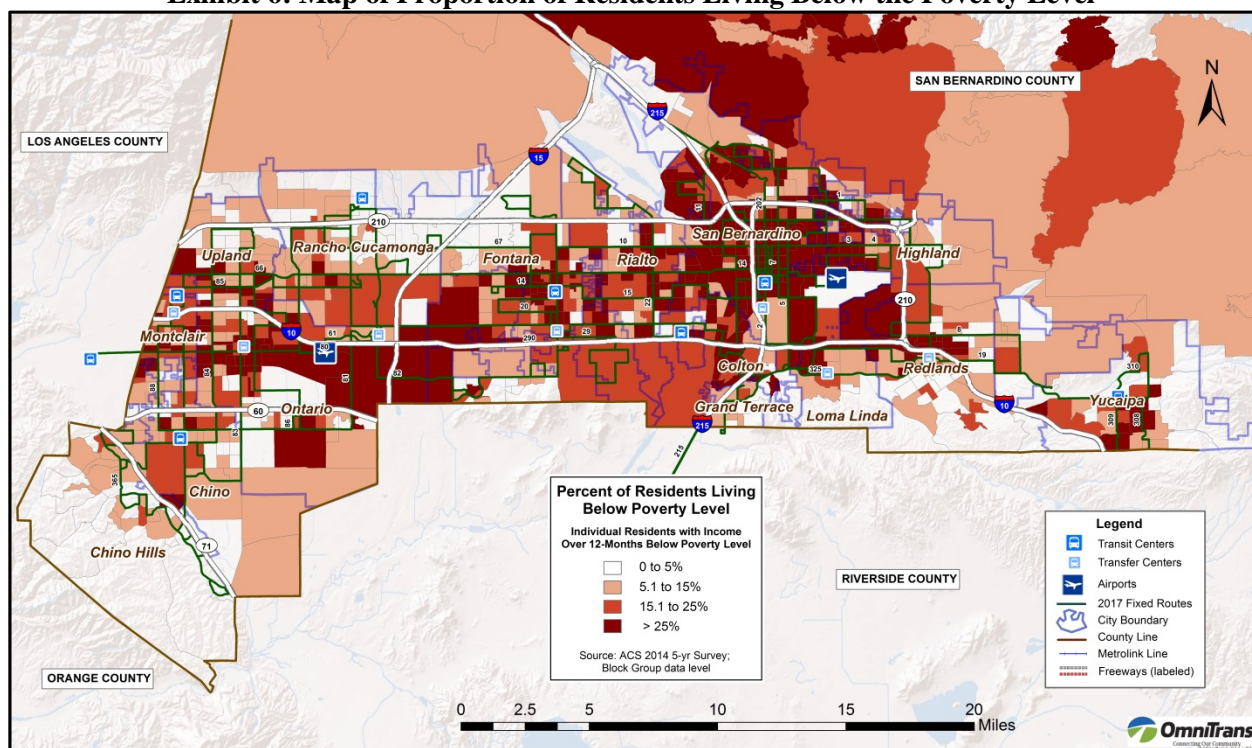
While population and employment density are a significant factor, in making transit investment decisions, other demographic factors also weigh heavily. Staff has mapped, evaluated and analyzed median income, population living below the poverty line, households with no access to a vehicle, senior population and youth population as these factors influence the likelihood of transit use.

- The lowest median household incomes are found centrally throughout Omnitrans' service area, with the highest incomes found more at the periphery in areas.
- The percent of residents living below the poverty level is highest in the core, central regions of Omnitrans' service area, where service levels tend to be highest. Poverty is less dominant more peripherally, although some areas are still high (northern San Bernardino, Southern Yucaipa, southern and eastern Ontario).
- Although peppered throughout the service area, populations with no access to a vehicle for transport are more prevalent in central cities such as Fontana, Rialto, San Bernardino, and Highland, as well as in Ontario and Montclair

**Exhibit 5: Map of Distribution of Median Household Incomes**

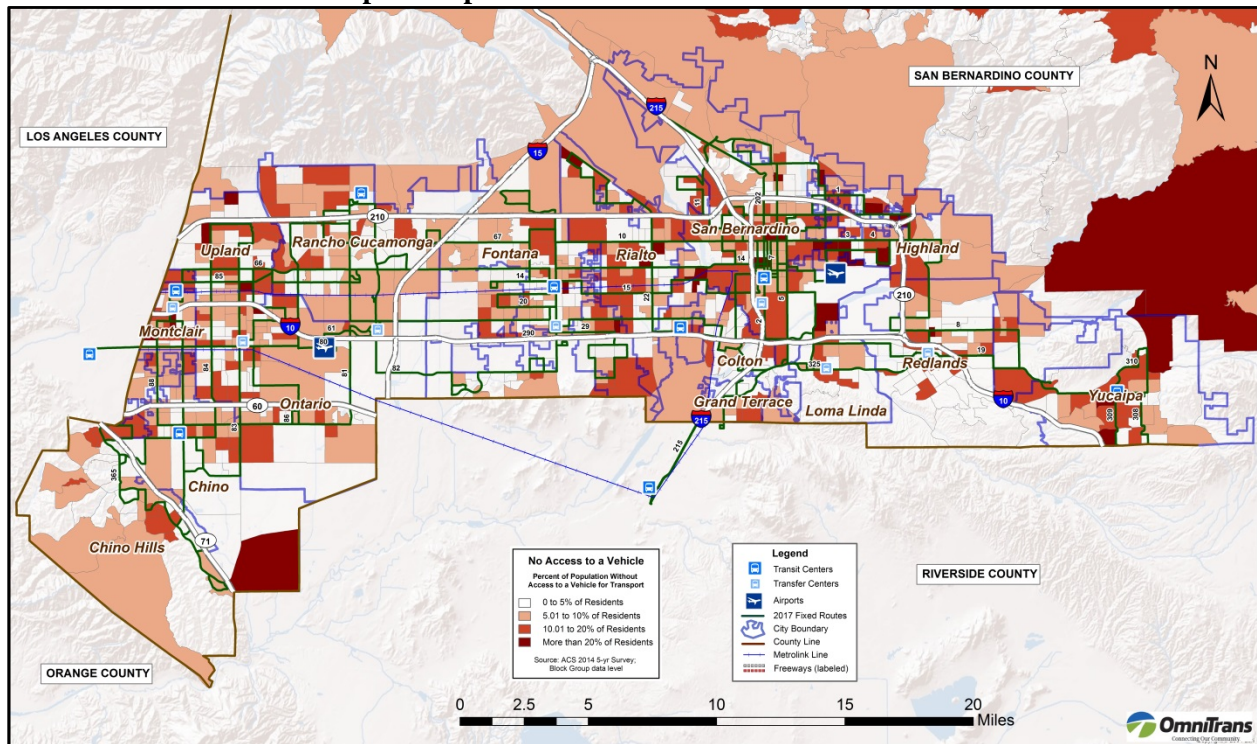


**Exhibit 6: Map of Proportion of Residents Living Below the Poverty Level**



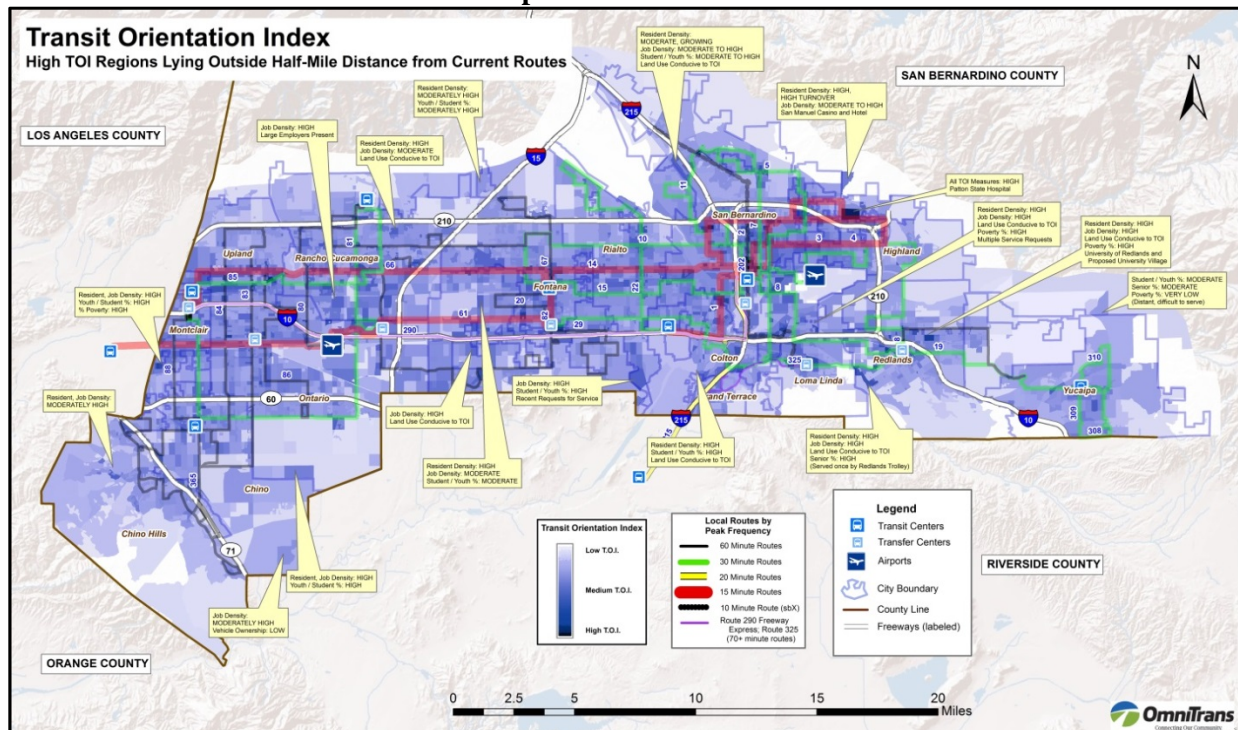


**Exhibit 7: Map of Proportion of Residents Without Access to a Vehicle**



Weighting and combining the spatial data derived from these measures (population, employment, proportion of youth and seniors, median household income, level of poverty, access to a vehicle, etc) yields what is known as a Transit Orientation Index, or T.O.I. This index gives a general measure of the tendency of populations to be more likely to use transit.

**Exhibit 8: Map of Transit Orientation Index**





## Stakeholder Meetings

From May to July of this year, staff attended meetings with JPA members. Staff learned about stakeholder needs and the latest planned developments for each city; these data were mapped and these results were included for SRTP analysis.

Noted stakeholder planned developments include:

- **Butterfield Ranch and Soquel Canyon** in Chino Hills;
- Chino's **College Park Specific Plan**, associated with Chaffey College;
- **Enclave** residential plan for Upland;
- **Ontario Ranch**, Ontario's **Heal Zone** and the TCC Grant Application project area;
- **Empire Lakes & Empire Yard** development in Rancho Cucamonga ;
- Residences planned for northern Fontana—including '**The Arboretum**,'
- Rialto's **Renaissance Specific Plan** for warehouses, mixed commercial and residential use, in northern Rialto;
- **Large warehouses to be built near Agua Mansa** in south Rialto and east Colton.
- Barton Road and 215 Freeway off ramp **Entryway Roundabout**—and its associated development in Grand Terrace;
- **Carousel Mall** area associated with a new downtown specific plan in San Bernardino;
- **City Creek, Mediterra, and Harmony Development** in eastern Highland;
- **University of Redlands Village Plan**; and,
- Yucaipa's **Crafton Hills College Village Plan**.

Exhibit 9 shows these and other planned developments on the TOI base map to illustrate key areas for evaluation.

**Exhibit 9: Map of Planned City Developments and Transit Orientation Index**

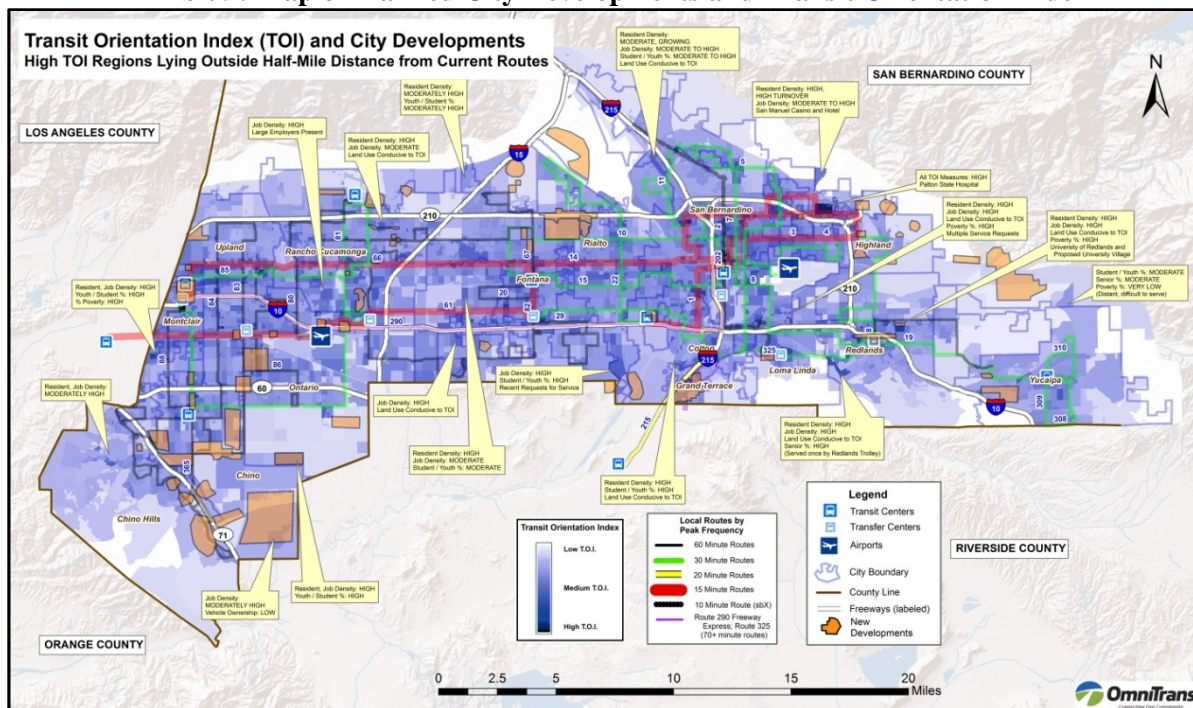
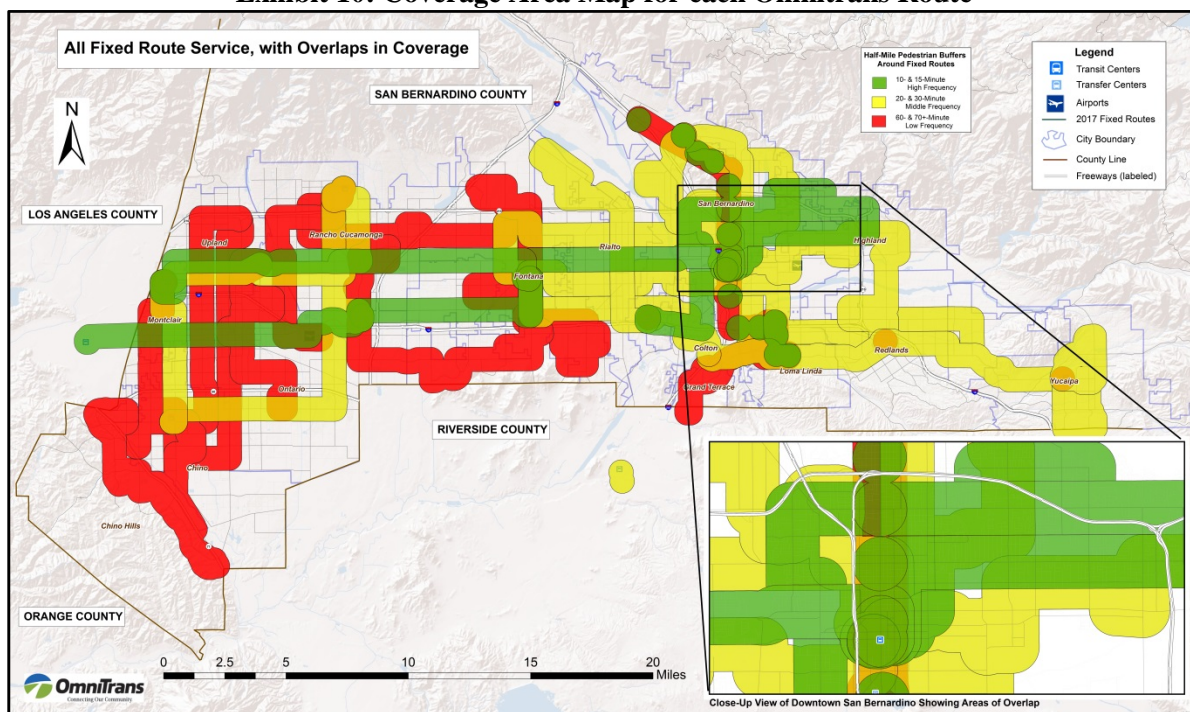


Exhibit 10 shows Omnitrans coverage area map. It shows that the greatest area of duplication of services is within downtown San Bernardino, while the demographic data shows more growth in the western portion of the San Bernardino Valley. These data and the related service data are being evaluated within the SRTP.

**Exhibit 10: Coverage Area Map for each Omnitrans Route**



### Public Input

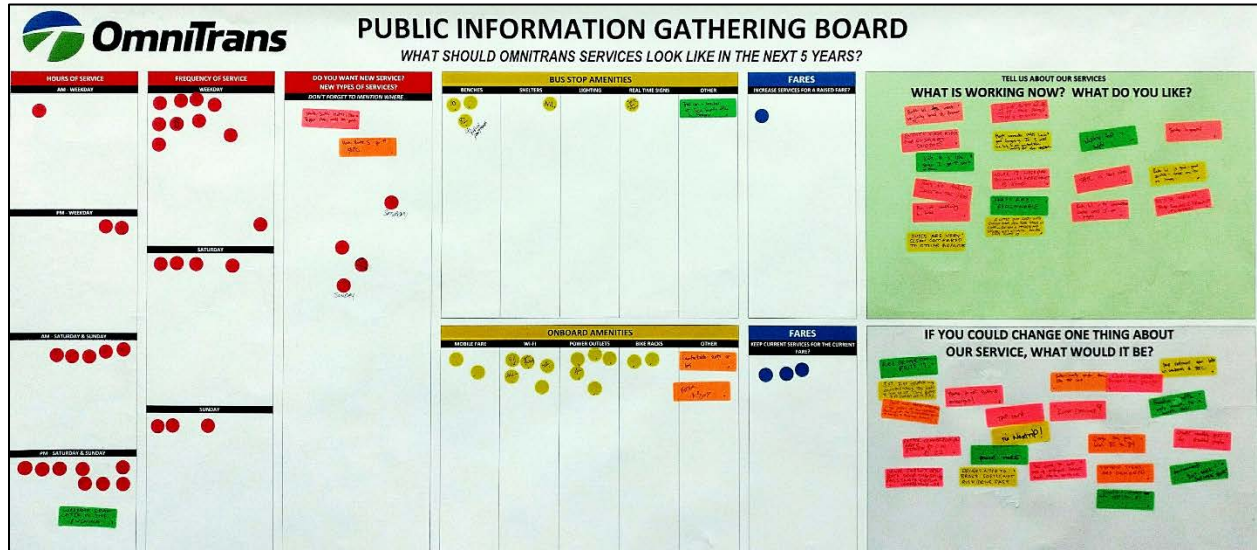
In addition to meeting with Stakeholders, Omnitrans held 19 public meetings and interacted with nearly 1,500 individuals to gather feedback. From June to July Omnitrans staff collected initial comments for the SRTP with specific meeting shown in the calendar in Exhibit 11. Four additional meetings were held in July at Omnitrans East and West Valley Divisions to obtain comments from coach operators.

**Exhibit 11: Public Meetings**

	Monday 6-19	Tuesday 6-20	Wednesday 6-21	Thursday 6-22	Friday 6-23	Monday 6-26	Tuesday 6-27
6:00 AM	San Bernardino Transit Center	Montclair Transit Center	Fontana Transit Center	Ontario Civic Center Transfer Station		Chino Transit Center	San Bernardino Transit Center
7:00 AM							
8:00 AM							
9:00 AM							
10:00 AM	Redlands Transfer Mall	Chaffey College Transit Center	Arrowhead Regional Medical Center Bus Stops	Ontario Mills Bus Stop			
11:00 AM							Riverside & Foothill Bus Stops (Rialto)
12:00 PM							
1:00 PM							
2:00 PM	Highland & Boulder Bus Stop (Highland)	Chino Transit Center			San Bernardino Transit Center		
3:00 PM							
4:00 PM			Ontario Senior Center (Formal Meeting)	Montclair Transit Center		Yucaipa Transit Center	Fontana Transit Center
5:00 PM	Omnitrans East Valley Office (Formal Meeting)						
6:00 PM							
7:00 PM							
8:00 PM							

During the outreach the public had the opportunity to provide comments in one of two methods – through a traditional comment card or through a comment board. The comment board was a hands-on tool designed to further engage the public. The board was a visual representation of a comment card except that the discussion topics were color coded.

**Exhibit 12: Comment Board**

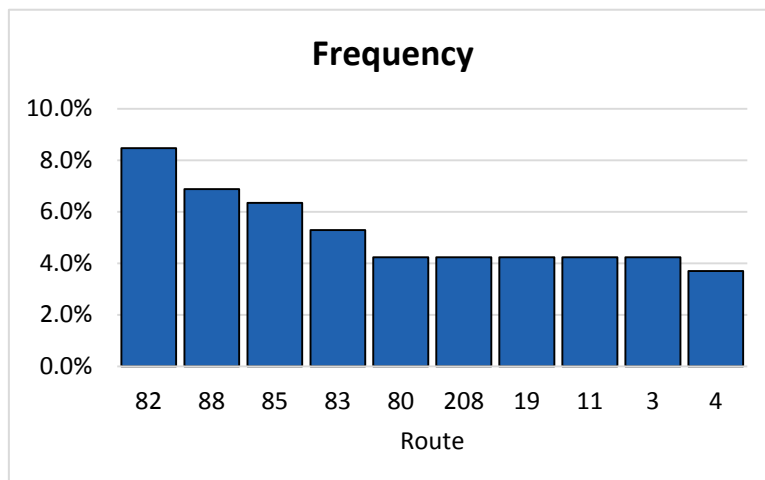


The board had several benefits. By using color coded stickers that matched the color of the discussion topics the public could 1) easily and quickly provide commentary and 2) converse fluidly with staff. Board comments outnumbered comment cards 45.4% to 36.7%. The remainder 17.8% were Coach Operator comment cards.

A total of 1,116 comments were received during these sessions. Primary discussion topics included:

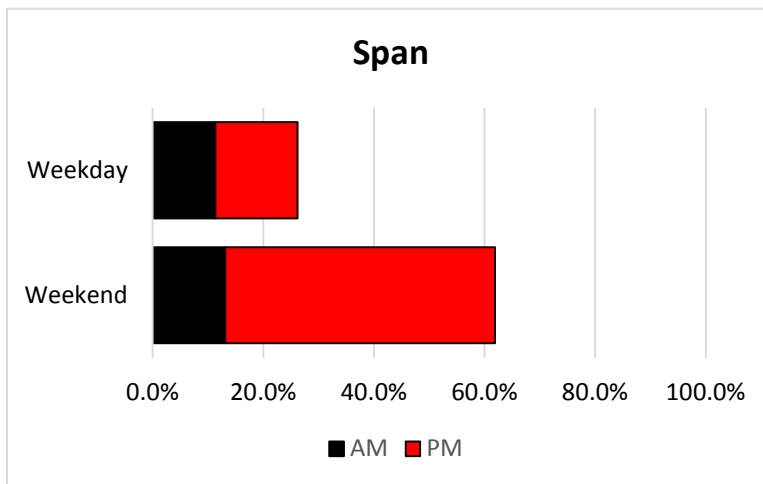
- A. Service – Frequency, Span, Day Services, Network Coverage**
- B. Amenities – Bus Stop, Onboard**
- C. Fares**
- D. Other**

44.2% of the public expressed the need for more services such as Frequency (16.9%), Span (15.1%), Day Services (3.7%) and Network Coverage (8.5%).



The top five requested routes to have increased frequency are in Omnitrans West Valley Division. Currently, Routes 82, 88, 83 and 80 are hourly routes. Route 85 is a 30 minute frequency route.





Of those who commented on increasing service span, 63.7% favored extending Omnitrans evening and nighttime service hours.

When given a choice to increase nighttime span on Weekdays or the Weekend, 48.8% preferred the Weekend increases versus 14.9% who preferred Weekday.

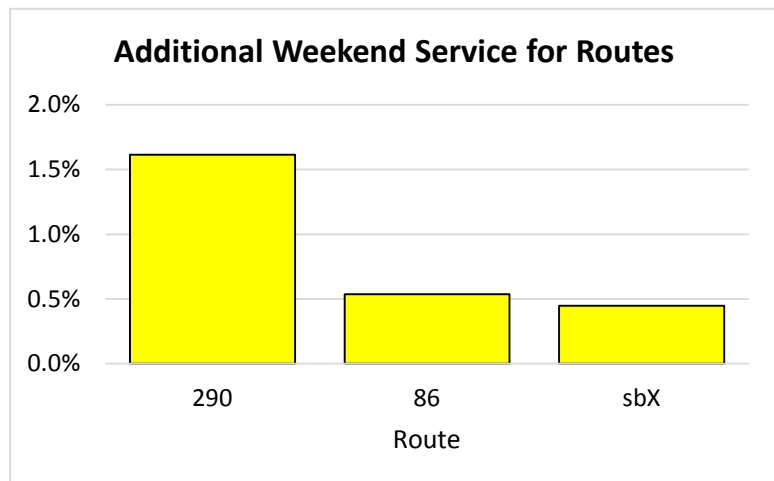
11.9% did not specify whether to increase AM or PM span. They also did not select Weekday or Weekend - they think Omnitrans should increase span in general.

The top three requested routes to have Weekend service are:

- Freeway Express Route 290
- Route 86 (Upland – Ontario)
- sbX Green Line

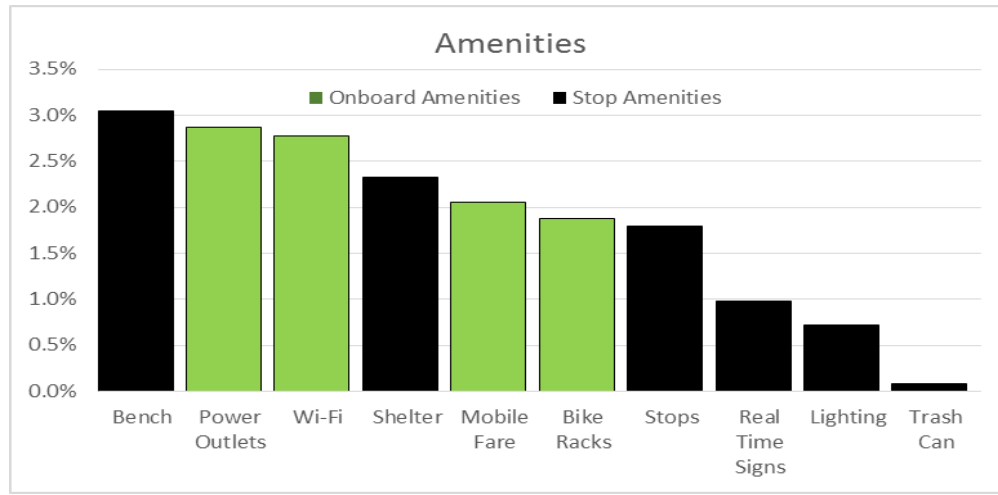
Holiday service for all of Omnitrans routes was also requested, but only by 0.5%.

The public was given an opportunity to provide open ended comments and suggestions about the service area and service network. 8.5% of the public provided such comments and suggestions. The top reoccurring responses included:



- Provide a connection to Eastvale.
- Provide service to warehouse distribution centers in Eastvale, South Chino (Euclid & Kimball/Pine), East Ontario (Etiwanda) and San Bernardino.
- More Express services, like freeway or limited stop/BRT.

18.5% of the public expressed the need for more bus stop amenities (9.0%) and onboard amenities (9.6%).



Onboard amenities trended higher than bus stop amenities. Onboard access to power outlets and Wi-Fi was marginally higher than having benches and shelters at bus stops, combined respectively. Combined comments to have mobile fare and additional onboard bike racks was higher than the combined comments to have additional stops, real time signs, lighting and trash cans at bus stops.

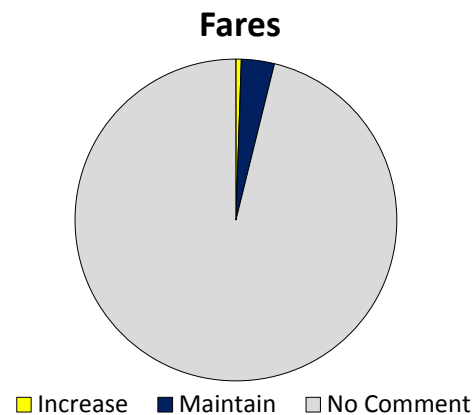
Fares received the least amount of commentary with a 3.9% response rate.

3.4% of the public prefer to keep current fares and maintain current services.

0.5 % of the public prefer to raise fares to support new services.

29.9% of the public provided general suggestions that were designated to particular agency departments or sections.

The Planning section, the Operations and Maintenance Departments were the top 3 designees.



### **OmniConnects 2019-2025 Agency Goals**

After evaluating the data presented, and meeting with the public, stakeholders and internal staff, the Agency Goals expressed in the SRTP were evaluated and revised. Exhibit 12 shows the goals from the 2014-2020 SRTP and the proposed changes and additions to those goals for the 2019-2025 goals. Most of the goals were refined for clarity and a title for each goal was added. Additional three new goals were added:

- 1) Technology/Innovation goal was added to help focus on customer-facing technology improvements;

- 2) Mobility goal was added to incorporate the Consolidated Transportation Service Agency (CTSA) function that Omnitrans has taken on with the merger of Vtrans since the last SRTP was updated; and,
- 3) Partnership goal was added in light of the partnership opportunities created through funding programs available within the Cap-and-Trade structure.

**Exhibit 13: SRTP Goals**

<b>OmniConnects 2014-2020 Goals</b>	<b>Proposed 2019-2025 Goals</b>
Deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service.	<b>Exceptional Service:</b> Deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service.
Enhance Omnitrans' network design to increase ridership and minimize costs by reducing redundancy.	<b>Network Enhancement:</b> Focus network design to improve travel speed, regional integration and multimodal connections while integrating rail into Omnitrans family of services.
Minimize impact to existing riders while seeking opportunities to expand ridership.	<b>Ridership Growth:</b> Seek opportunities to expand ridership while mitigating impact on existing riders.
Support the local economy by providing connections to where people want to go.	<b>Economic Opportunity:</b> Support the local economy by providing connections to jobs, services, and major activity centers such as health care, shopping, educational institutions, community facilities, and recreation.
Maximize cost recovery while charging a fair fare.	<b>Fair Fare:</b> Maximize cost recovery while charging a fair fare.
Support initiatives that are financially and environmentally sustainable in the short and long term.	<b>Sustainability:</b> Support initiatives that are financially and environmentally sustainable in the short and long term.
Expand, maintain and improve existing vehicles, facilities and passenger amenities.	<b>Enhance Amenities:</b> Expand, maintain and improve existing vehicles, facilities and passenger amenities.
Other	<b>Innovation:</b> Invest in technology that enhances the customer experience and increases efficiency.
	<b>Partnerships:</b> Partner with communities to promote, plan and seek grant funding for transit supportive development and to provide roadway design and amenities to support transit.
	<b>Increase Mobility:</b> Increase participation and support for programs dedicated to the mobility needs of seniors and persons with disabilities within our service area.

**CONCLUSION**

Receiving and filing this staff report and presentation allows staff to continue to develop the 2019-2025 OmniConnects SRTP.

PSG:WW:JB

ITEM #           E8          

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: RE-EVALUATIONS OF TWO POSITIONS - THE CLIENT RELATIONS  
COORDINATOR & TRAVEL TRAINER AND REVISIONS TO POLICY  
402 SALARY RANGES, MANAGEMENT CONFIDENTIAL  
CLASSIFICATIONS FOR NON-REPRESENTED EMPLOYEES**

### **FORM MOTION**

Motion #1 - Approve the re-evaluation of the Client Relations Coordinator and the Travel Trainer positions, from a level 9 to a level 8, bringing four (4) of the five (5) incumbents to the minimum of the Level VIII range effective November 1, 2017. The cost to the FY18 budget would be \$15,661, for the increases to the wage and benefits.

Motion #2 - Approve the proposed revision to Personnel Policy 402, Salary Ranges, Management Confidential Classifications for non-represented employees for Motion 1 above.

*This item was reviewed by the Administrative & Finance Committee at its October 12, 2017 meeting, and recommended to the Board of Directors for approval.*

### **BACKGROUND**

Motion #1 - The Special Transportation Services Department (former V-Trans) was incorporated into Omnitrans in May 2016 and is completing its first eighteen months. During this time we have transitioned the positions and shifted duties and responsibilities. We have completed the Position Information Questionnaire for the Client Relations Coordinator and Travel Trainer and analyzed the increased duties in the areas of planning responsibilities and complexity and decision making having resulted in the need to elevate the position from a level IX to a level VIII. The Position Information Questionnaire and Job Description indicating the job duties and responsibilities that have changed are attached. The adjustments proposed are representative of the essential duties required today for the positions.

Motion #2 - The proposed changes for Policy 402 Salary Ranges, Management Confidential Classifications for non-represented employees includes the Motion 1 re-evaluated positions. The IPMO section of the policy is redlined as the Department has been closed down and positions are no longer required by the FTA as the sbX Project closed June 30, 2017. Other changes under the CEO's authority are included in the policy revision.

### **FUNDING SOURCE**

Motion #1 - The increased annual cost of \$15,661 associated with this action is included in the FY18 salary and benefit budget line items in the Special Transportation Services Department.

Department: 3000  
Account: Various

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

Motion #2 - No cost associated in the proposed changes for Policy 402 Salary Ranges, Management Confidential Classifications for non-represented employees.

### **CONCLUSION**

Approval of this agenda item supports the FY2017-2020 Omnitrans Strategic Plan, Section IX: Organizational and Workforce Excellence Goal.

PSG: ME

## OMNITRANS Position Description

**Job Title:** Client Relations Coordinator – Special Transportation Services  
**Department:** Special Transportation Services  
**Reports To:** Programs Administrator - Special Transportation Services  
**FLSA Status:** Non-Exempt; Level 9 8  
**Approved By:** BOD  
**Approved Date:** March 2, 2016  
**Revised:** October 4, 2017

**SUMMARY** Under moderate ~~direction~~, ~~direction~~ This position is responsible for assists ~~ing~~ the Programs Administrator in daily activities related to the ~~Ride Taxi~~ and Volunteer Driver ~~P~~programs, including application review and approval, data entry, assisting clients over the phone, generating reports, and other duties as necessary.

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

Provides support in the processing of applications for program eligibility.

Determines eligibility through a thorough review of the written application and supporting documents with agency and program guidelines, practices and procedures.

~~Assists callers with information about transportation programs offered by the agency and partner agencies.~~

Audits, obtains proper program documentation, updates client information, and inputs client data into electronic database.

Electronically processes credit/debit card transactions for Ride program participation; Issue Ride Lyft discount codes and load Ride Taxi ~~P~~program debit cards with funds.

Input monthly mileage information into ~~D~~data ~~M~~management ~~s~~System.

Generates reports from the ~~D~~data ~~M~~management ~~S~~ystem.

~~Assists callers with information about transportation programs offered by the agency and partner agencies.~~

Provides technical assistance to clients while communicating patience and understanding.

Provides hands on training of how to use Lyft mobile application, taxi debit card and web-based portal.

Delivers presentations throughout the community

Performs other duties as required.

### **SUPERVISORY RESPONSIBILITIES**

This position has no supervisory responsibilities.

### **QUALIFICATIONS**

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

### **EDUCATION and/or EXPERIENCE**

High school diploma or general education degree (GED); minimum of 2 years of customer service, nonprofit, administrative or other relatable experience. Experience working with individuals with disabilities and/senior citizens.

### **LANGUAGE SKILLS**

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

### **MATHEMATICAL SKILLS**

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

### **COMPUTER SKILLS**

Must be familiar with current business office operating systems, software and programs. Ability to use computers, planning and organizational skills are required.

### **REASONING ABILITY**

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

### **OTHER SKILLS AND ABILITIES**

Must possess a valid California driver's license.

### **PHYSICAL DEMANDS**

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

While performing the duties of this job, the employee is frequently required to sit, and talk or hear. The employee is regularly required to stand and walk. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl, and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds.

### **WORK ENVIRONMENT**

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

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually moderate.



## OMNITRANS

### POSITION INFORMATION QUESTIONNAIRE

EMPLOYEE NAME: \_\_\_\_\_ DATE: 6-14-17

POSITION TITLE: Client Relations Coordinator

OTHER TITLES COMMONLY USED (If no other titles are used, indicate by writing "N/A" in the space below)

N/A

### PURPOSE

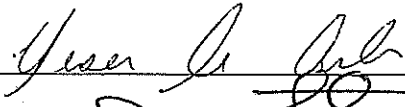
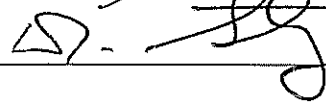
This questionnaire is designed to gather relevant information about the nature of each job performed in the Company. It is not an evaluation of you or your performance. It gives you the opportunity to explain the significant features of your job by responding to a series of questions. The information you provide will be used to develop a position description and to establish an appropriate and competitive pay range for your job.

We are asking you for this information because you are in the best position to know exactly what you do, how you do it, and what you need to know to perform the work properly.

### INSTRUCTIONS

Please read through the entire questionnaire to understand its scope before answering any of the questions. Then, complete each section; please be specific and precise, describing the position as it currently exists according to your duties and responsibilities. Since this questionnaire is used for all types of jobs, some questions will not apply to your position and the work you do. Please read and answer all questions, marking those that do not apply with "N/A" (not applicable). If you need additional space to answer any of the questions, please continue your answers on the back of the appropriate page.

When you have completed the questionnaire, please sign your name in the space provided below. Please forward the completed questionnaire to your supervisor for review.

Completed by  Date 6/14/17  
Reviewed by  Date 6/22/17

## **SECTION 1: -- WORK HISTORY**

Please answer each of the following questions.

1. WHAT IS THE NAME OF THE DEPARTMENT IN WHICH YOU WORK?

Special Transit Services

---

2. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN WITH THE ORGANIZATION?

YEARS: 1

MONTHS: 1

3. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN IN YOUR PRESENT POSITION?

YEARS: 1

MONTHS: 1

4. WHAT TWO PREVIOUS POSITIONS HAVE YOU HELD WITHIN THE ORGANIZATION, IF ANY, AND WHAT WAS THE LENGTH OF TIME YOU HELD EACH (please list the last/most recent position first)?

TITLE: \_\_\_\_\_ YEARS: \_\_\_\_\_

TITLE: \_\_\_\_\_ YEARS: \_\_\_\_\_

5. WHAT IS YOUR SUPERVISOR'S NAME: Kimberly Perez
- 

6. WHAT IS YOUR SUPERVISOR'S TITLE: Programs Administrator
-

## SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES

1. STATE BRIEFLY (in one or two sentences) THE PRIMARY PURPOSE OF YOUR JOB AS IT HAS BEEN DESCRIBED TO YOU, OR AS YOU UNDERSTAND IT.

The main purpose of the Client Relations Coordinator is to provide support to the Programs Administrator in the Reimbursement Program, Lyft and Taxi Voucher by compiling monthly mileage forms and submitting them into the Data Management System, assisting walk-ins, evaluating <sup>AND APPROVING</sup> applications, making money transactions for the Ride Program, training for the Lyft program, and maintaining current records for all clients including bank accounts, credit/debit card numbers, and medical records. The position requires for proper evaluation of each applicant's needs and abilities, explain the ADA eligibility standards, and communicate with clients about all Special Transit Services programs to determine the program that most suits their needs.

2. ON THE NEXT PAGE STATE BRIEFLY, CLEARLY, AND CONCISELY THE THINGS THAT YOU DO ON YOUR JOB. BEGIN WITH THOSE REGULAR DUTIES THAT NORMALLY TAKE MOST OF YOUR TIME AND/OR THAT YOU CONSIDER TO BE MOST IMPORTANT. IN THE COLUMN ON THE RIGHT, INDICATE THE APPROXIMATE PERCENT OF YOUR TOTAL WEEKLY TIME SPENT PERFORMING EACH DUTY.

Use simple, non-technical words to describe your work. You should find it helpful to begin each statement of your duties with a verb descriptive of the kind of action you are required to take. Some of the verbs commonly used are listed below:

administer	arrange	check
advise	allocate	assemble
operate	originate	post
review	transfer	distribute
analyze	audit	coordinate
approve	calculate	control
compile	formulate	promote
compute	initiate	purchase
counsel	payout	recommend
design	maintain	regulate
develop	make	schedule
direct	meet	set up
establish	negotiate	specify
examine	organize	supervise
expedite	plan	type
file	prepare	verify
write	tabulate	monitor

Select the proper verb carefully. Be sure that the words you use mean exactly what you intend them to mean - for example: "type a report," "write a report," "add figures," "negotiate contracts," "approve contracts," "meet with vendors," etc.

**SECTION 2: - JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)**

Responsibilities		Percent of Time Per Week
A	Submit monthly mileage forms into Data Management System	40%
B	Evaluate applications for Reimbursement Program, Taxi Voucher, and Lyft Program and make an eligibility determination	10%
C	Charge/process credit cards for Ride Programs	10%
D	Prepare applicant correspondence regarding their eligibility status	5%
E	Respond to applicant telephone inquiries regarding programs such as TREP, Taxi Voucher, Lyft and occasionally Travel Training and Access	20%
F	Organize and maintain client files	5%
G	Participate in community outreach (fairs and presentations)	5%
H	Other (carry out trainings for Lyft Program, etc.)	5%

FULL TIME TOTAL PERCENT      100%

## **SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)**

3. BRIEFLY GIVE TWO (2) EXAMPLES OF THE MOST DIFFICULT TYPES OF PROBLEMS YOU FACE IN YOUR WORK:
- There are Lyft program applicants that are visually impaired whom are not familiar with navigating their smartphones. When training, the Client Relations Coordinator may be required to provide additional instruction on the basic smartphone functions while using the VoiceOver feature. Trainings for the visually impaired require repetition over the course of a couple of days so the coordinator must exhibit empathy and patience at all times during the trainings. The coordinator must have full understanding of the Lyft app, the VoiceOver feature in smartphones, and must be able to improvise to resolve the situation.
  - The Client Relations Coordinator must resolve issues that arise between participants and cab companies when using the Taxi Voucher program. The coordinator must find solutions to ensure that the client obtains a ride back home when their ride is taking a long time. Also any time the cab's system is malfunctioning, it is the coordinator's responsibility to redeem the cost of the fare by charging the client's voucher card instead before the client bears any additional costs.
4. LIST THE ASPECTS OF YOUR JOB, IF ANY, THAT ARE CONSIDERED CONFIDENTIAL OR SENSITIVE IN NATURE:
- Knowledge of each client's medical conditions and disabilities
  - Knowledge of doctors, family, and other addresses client normally travels to
  - Database system contains medical conditions for all participants
  - Access to medical records when performing audits. Must adhere to HIPAA regulations.
  - Access to all TREP Program participant's bank accounts
  - Access to all Ride Program participant's credit and debit card numbers
  - Access to Chase Paymentech iTerminal account (used to process payments)
  - Occasional access to client's social security numbers and I.D.s
  - Access to all Lyft codes which contain a \$80 value per code

## **SECTION 3: - EDUCATION AND EXPERIENCE**

1. WHAT IS THE MINIMUM LEVEL OF EDUCATION REQUIRED BY SOMEONE TO PERFORM YOUR JOB SATISFACTORILY? PLEASE CHECK ONLY ONE ITEM.

\_\_\_\_\_ No formal education is necessary

\_\_\_\_\_ High school diploma

  X   Training beyond high school in a special trade or field

\_\_\_\_\_ A two-year college degree (AA or AS) in \_\_\_\_\_

\_\_\_\_\_ Professional level of knowledge in a field (usually equivalent to a four-year college degree) in:

\_\_\_\_\_ Post-graduate training or an advanced degree field: \_\_\_\_\_ degree

2. PLEASE LIST ANY SPECIALIZED SKILLS, TRAINING, COURSE WORK, SEMINARS OR CERTIFICATE PROGRAMS REQUIRED TO PERFORM THIS JOB:

**NTI Managing Community Mobility**

**Desirable:**

- **Bilingual in English and Spanish**
- **Relevant college coursework in Psychology and Human Services**
- **Experience working with seniors and/or people with disabilities**
- **Experience working with social services or nonprofits**
- **Experience in customer service**

3. WHAT TYPES OF EQUIPMENT, MACHINERY, OR TOOLS, IF ANY, MUST YOU USE IN THE PERFORMANCE OF YOUR JOB DUTIES?

**Must be competent in the use of a computer, scanner, and fax. Must be familiar with cellphone functionalities (Lyft service and Voice Over feature) and Badgy Printer to generate taxi cards.**

4. EXPERIENCE REQUIREMENTS:

A. PLEASE LIST THE MINIMUM TYPES AND LENGTH OF WORK EXPERIENCE REQUIRED BEFORE A PERSON CAN PERFORM YOUR JOB:

Type of Experience

Length of Time

**Standard office procedures: data entry, phone skills  
mobile technology (for Lyft program),  
Microsoft Office, etc.**

**Customer Service**

**Experience working with seniors & persons with disabilities**

1

1

2

Total Work Experience:

4 years

B. WHAT IS THE LENGTH OF THE TRAINING PERIOD REQUIRED FOR A NEW EMPLOYEE ON YOUR JOB TO BECOME FULLY FUNCTIONAL IF HE/SHE POSSESSES THE QUALIFICATIONS YOU HAVE LISTED ABOVE?

1-2 years

6 months

C. IF RECRUITING FOR THIS POSITION, IN WHAT INDUSTRIES WOULD YOU LOOK?

Transportation, Human Services, Non-Profits, Social Services

D. IF RECRUITING FOR THIS POSITION, WHAT MIGHT BE THE CANDIDATE'S CURRENT JOB TITLE?

Human Services Program Coordinator

#### **SECTION 4: - SUPERVISORY RESPONSIBILITIES**

1. THE FOLLOWING THREE STATEMENTS DESCRIBE LEVELS OF SUPERVISORY RESPONSIBILITY. CHECK THE ONE THAT BEST DESCRIBES YOUR JOB.

- ☒ I do not manage the work of others.  
☐ I provide work direction to others, but do not have direct performance appraisal responsibility for them.  
☐ I have full supervisory responsibility for others, including performance appraisal and delegated authority to hire, fire, and approve salary actions.

I have this responsibility for:

- ☐ non-management employees only,  
☐ management or professional employees only, or  
☐ both non-management and management employees.

2. IF YOU DIRECTLY SUPERVISE OTHER EMPLOYEES, INDICATE THE TITLE(S) OF THE POSITION(S) SUPERVISED AND, FOLLOWING THE TITLE, THE NUMBER OF EMPLOYEES ASSIGNED TO THE POSITION(S). IF YOU DO NOT SUPERVISE ANYONE DIRECTLY, PLEASE MARK "N/A".

TITLES(S)	NUMBER OF PEOPLE
_____	_____
_____	_____
_____	_____
_____	_____

3. IF YOU INDIRECTLY SUPERVISE OTHERS (that is, if you have people report to you through someone else who then reports to you directly), INDICATE THE TITLE(S) OF THE POSITION(S) INDIRECTLY SUPERVISED AND, FOLLOWING THE TITLE(S), THE NUMBER OF EMPLOYEES ASSIGNED TO EACH POSITION.

TITLE (S)	NUMBER OF PEOPLE
_____	_____
_____	_____
_____	_____



## SECTION 5: - ORGANIZATIONAL CONTACTS

1. LIST THE TITLES OF PEOPLE WITHIN THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB. IN ADDITION, PLEASE LIST THE REASON FOR THESE CONTACTS AND THE FREQUENCY OF THESE CONTACTS (FOR EXAMPLE, YOU MAY SPEAK WITH A PAYROLL CLERK ONCE PER WEEK TO RELAY INFORMATION ABOUT NEW HIRES).

Title	Reason for Contact	How Often?
<u>Travel Trainer</u>	<u>Assess possibility of client's participation in the program</u>	<u>Daily</u>
<u>Paratransit Eligibility Technician</u>	<u>Assess possibility of client's participation in the program</u>	<u>Daily</u>
<u>Information Clerk (Access)</u>	<u>Misdirected customers</u>	<u>Daily</u>
<u>Administrative Assistant</u>	<u>Ride program charges</u>	<u>Daily</u>
<u>Purchased Transportation Administrator</u>	<u>Concerns related to paratransit service</u>	<u>Daily</u>
<u>PROGRAM ADMINISTRATOR</u>	<u>Guidance</u>	<u>Daily</u>

2. LIST THE TITLES OF PEOPLE OUTSIDE THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB (e.g., vendors, bankers, service companies, etc.). ALSO LIST THE NAME OF THE ORGANIZATION THEY WORK FOR, THE REASON YOU HAVE CONTACT WITH THEM, AND THE FREQUENCY WITH WHICH YOU INTERACT WITH THEM.

Title	Organization	Reason for Contact	How Often?
	<u>Senior Centers</u>	<u>Community outreach</u>	<u>Monthly</u>
	<u>Senior Housing Living Facilities</u>	<u>Community outreach</u>	<u>Monthly</u>
<u>Client Relations Coordinator</u>	<u>Community Senior Services</u>	<u>Client referrals</u>	<u>Monthly</u>
	<u>Department of Aging and Adult Services</u>	<u>Referrals and outreach</u>	<u>Monthly</u>
<u>Dispatcher</u>	<u>Yellow Cab</u>	<u>Resolve complaints</u>	<u>Monthly</u>
<u>Dispatcher</u>	<u>Bell Cab</u>	<u>Resolve complaints</u>	<u>Monthly</u>
<u>Executive Director &amp; trainer</u>	<u>Lighthouse for the Blind</u>	<u>Lyft Program training</u>	<u>Monthly</u>

**SECTION 5: - ORGANIZATIONAL CONTACTS (continued)**

THIS ITEM ALSO PERTAINS TO THE INTERPERSONAL CONTACTS WHICH YOU MUST MAINTAIN WITH OTHER EMPLOYEES, VENDORS, EXECUTIVES OF THE COMPANY AND/OR OUTSIDE INDIVIDUALS OF VARIOUS TYPES IN YOUR NORMAL DAILY WORK. CHECK THE STATEMENT THAT MOST ACCURATELY REFLECTS THE TYPE OF CONTACTS YOU NORMALLY HAVE.

- \_\_\_\_\_ The personal contacts I have during a normal workday are with my immediate associates in my section and generally deal with matters of a routine nature. My contacts require ordinary courtesy to avoid friction in relationships.
- \_\_\_\_\_ The personal contacts I have are generally of a routine nature in one or several other sections, departments, or divisions, or they require close collaboration with other members of the same section, department, or division.
- \_\_\_\_\_ The personal contacts I have involve telephone or written communication with individuals primarily inside, but occasionally outside, the Company and may involve answering routine inquiries or discussion of non-controversial matters.
- X  \_\_\_\_\_ The personal contacts I have involve frequent telephone or written communication with individuals outside the Company in administrative positions and may involve answering routine inquiries or discussion of non-controversial matters.
- \_\_\_\_\_ The personal contacts I have involve frequent personal contact with individuals in management or executive positions, wherein I present information and recommendations. I (may) also answer outsiders' requests for nonroutine information requiring tact in presentation.
- \_\_\_\_\_ My personal contacts are of considerable importance inside and outside the Company wherein failure to exercise judgment or diplomacy may result in losses to the Company.
- \_\_\_\_\_ I have regular contact with the Board of Directors of the Company.

## **SECTION 6: - PLANNING**

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF OPTIONS CONCERNING THE SCOPE OF THE PLANNING ACTIVITIES THAT A PERSON DOES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES YOUR PLANNING RESPONSIBILITIES.

\_\_\_\_\_ I do not do any planning.

  X   I plan my own work load.

\_\_\_\_\_ I plan my own work load and the work of one or more people in my work group.

\_\_\_\_\_ I plan the work for the entire department.

\_\_\_\_\_ I plan the work for two or more departments.

\_\_\_\_\_ I plan the work for the entire region.

\_\_\_\_\_ I plan the work for the entire organization.

## **SECTION 6: - PLANNING (CONTINUED)**

If you do some form of planning, please identify the timespan of your planning activities.

\_\_\_\_\_ I only plan my work on a day to day basis.

\_\_\_\_\_ I plan on a weekly basis.

  X   I plan on a monthly basis.

\_\_\_\_\_ I plan projects with a month to six month timespan.

\_\_\_\_\_ I plan projects with a six month to one year timespan.

\_\_\_\_\_ I plan for annual budgets and up to 2 years in advance.

\_\_\_\_\_ I am involved in strategic planning for the organization and plan on a 3 to 5 year basis.

## **SECTION 7: - SKILLS AND ABILITIES**

Please check the statement that most closely matches the skills and abilities required for the position.

### **LANGUAGE SKILLS**

- \_\_\_\_\_ Ability to read a limited number of two- and three-syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.
- \_\_\_\_\_ Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- \_\_\_\_\_ Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.
- X  \_\_\_\_\_ Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- \_\_\_\_\_ Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.
- \_\_\_\_\_ Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

## SECTION 7: -SKILIS AND ABILITIES (continued)

### MATHEMATICAL ABILITY

- \_\_\_\_\_ Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.
- X  \_\_\_\_\_ Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- \_\_\_\_\_ Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- \_\_\_\_\_ Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

### REASONING ABILITY

- \_\_\_\_\_ Ability to apply common sense understanding to carry out simple one- or two-step instructions. Ability to deal with standardized situations with only occasional or no variables.
- \_\_\_\_\_ Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- \_\_\_\_\_ Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- X  \_\_\_\_\_ Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- \_\_\_\_\_ Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

## **SECTION 8: - ACCOUNTABILITY**

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF POSSIBILITIES CONCERNING THE TYPE OF SUPERVISION AND GUIDANCE A PERSON RECEIVES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES THE KIND OF SUPERVISION YOU RECEIVE.

- \_\_\_\_\_ I am constantly supervised; I make no decisions independently and work according to procedure.
- \_\_\_\_\_ I am closely supervised; I have very little flexibility in the methods I use or in assigning priorities to my tasks.
- \_\_\_\_\_ I am frequently supervised; My activities are governed by well established rules and procedures and are periodically monitored; some flexibility to determine method or scheduling.
- X   I am generally managed; My activities are governed by general department and of company rules and procedures or schedules and are sometimes monitored; moderate flexibility to determine method, high flexibility to determine scheduling.
- \_\_\_\_\_ I have occasional oversight; My activities are governed by general organizational roles and procedures, I have considerable autonomy within established timeframes.
- \_\_\_\_\_ I work independently on a major function, guided by company policies. I exercise a high degree of initiative involving major programs and commitment. My work is monitored by exception and management information reports. I am almost autonomous in my work.
- \_\_\_\_\_ My work is entirely self-directed; I answer only to the Board of Directors.

## SECTION 9: - DECISION-MAKING, COMPLEXITY AND PROBLEM-SOLVING

1. EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE POSITION IN A RANGE OF POSITIONS CONCERNING THE VARIETY OF WORK DONE WITHIN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE VARIETY OF TASKS THAT ARE NORMALLY A PART OF YOUR JOB.

\_\_\_\_\_ I perform routine and generally repetitive duties involving little or no variety. I follow simple and easily understood procedures that do not require independent judgment and analysis.

\_\_\_\_\_ I work on a limited variety of routine tasks which are relatively simple tasks of a clerical or manual nature; I may make minor decisions involving accuracy, quality, method of operation or set-ups.

X <sup>✓</sup> I work on a wide variety of routine tasks that involve some choice of action within limits.

X I work on diversified tasks that involve a wide range of complex but standardized procedures, semi-routine duties may involve solving frequent problems. I work according to assigned objectives and may work independently on special projects.

\_\_\_\_\_ I work on non-routine tasks within general procedures or guidelines, and that involve the analysis and solution of complex problems based on facts, within broad policies and objective guidelines.

\_\_\_\_\_ I do specialized or technical work with unclear guidelines. My work is analytical and involved, and requires judgment where policies and methods are not well established, problem solving requires innovation, ingenuity, planning, and coordination of effort.

\_\_\_\_\_ I do creative work of a research or development nature with few precedents or examples.



**SECTION 9:- DECISION-MAKING, COMPLEXITY, AND PROBLEM-SOLVING**  
**(Continued)**

2. EACH OF THE FOLLOWING STATEMENTS CONCERNS THE VARIETY OF DECISION-MAKING LATITUDE A PERSON CAN HAVE IN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE DECISION-MAKING LATITUDE THAT IS NORMALLY A PART OF YOUR JOB.

\_\_\_\_\_ Position duties involve little or no decision making activities.

\_\_\_\_\_ Position duties involve providing counsel and information used in the decision making process, but do not involve making decisions or recommendations.

\_\_\_\_\_ Position duties involve providing counsel and information, and also involve making some recommendations.

\_\_\_\_\_ Position duties involve making some decisions and making many recommendations.

  X   Position duties involve making frequent decisions and frequent recommendations. I make decisions and take actions that are later subject to review.

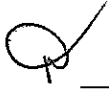
\_\_\_\_\_ Position duties involve making constant decisions and providing the authorization of recommended courses of action.

\_\_\_\_\_ Position duties involve decision making having international impact on the Company. I make decisions and take actions independently without anyone's review.

## SECTION 10: - IMPACT OF ERRORS

CHECK THE ONE STATEMENT THAT MOST ACCURATELY DESCRIBES THE POTENTIAL CONSEQUENCES OF THE ERRORS THAT MAY OCCUR IN THE COURSE OF YOUR NORMAL WORK.

\_\_\_\_\_ My errors cause little difficulty or loss of time to correct. Most of my errors are detected through routine checking procedures.

   X   My errors do not result in overall embarrassment to the Company or in monetary losses but (may) waste supplies and require expenditure of time to track and correct.

\_\_\_\_\_ My errors may cause the Company to incur a modest financial loss or may cause modest embarrassment.

  X   My errors may result in considerable financial loss and/or embarrassment to the Company and may adversely affect some aspect of our business.

\_\_\_\_\_ My errors have serious financial impact and/or may seriously impair achievement of Company goals and commitments.

## SECTION 11: - WORKING CONDITIONS

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Wet, humid conditions (non -weather)	X			
Work near moving mechanical parts	X			
Work in high, precarious place	X			
Fumes or airborne particles	X			
Toxic or caustic chemicals	X			
Outdoor weather conditions		X		
Extreme cold (non weather)	X			
Extreme heat (non weather)	X			
Risk of electrical shock	X			
Work with explosive	X			
Risk of radiation	X			
Vibration	X			

Subject to outdoor weather conditions during marketing events and Lyft trainings.

How much noise is typical for the work environment of this job? Check the appropriate level below.

- \_\_\_\_\_ Very Quiet (Examples: forest trail, isolation booth for hearing test)
- \_\_\_\_\_ Quiet (Examples: library, private office)
- X   Moderate Noise (Examples: business office with typewriters and/or computer printers, light traffic)
- \_\_\_\_\_ Loud Noise (Examples: metal can manufacturing, department, large earth-moving equipment)
- \_\_\_\_\_ Very Loud Noise (Examples: jack hammer work, front row at rock concert)

## **SECTION 12: - PROBABILITY OF INJURY OR ACCIDENT**

Which of the following statements most closely describes the probability of injury or accident in your working environment? Please cite one or two examples if appropriate.

  X  

While performing my normal work activities, there is generally little or no probability of injury or health impairment.

  X  

While performing my normal work activities, accidents are improbable outside of temporary minor injuries such as cuts, bruises or sprains.

While performing my normal work activities, I have relatively high exposure to hazards which are likely to produce temporary cuts, bruises or sprains.

While performing my normal work activities, I have occasional exposure to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

While performing my normal work activities, I am frequently exposed to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

Examples

**Carrying marketing materials to community outreach events.**

### SECTION 13: - PHYSICAL DEMAND

Please check the box that most accurately describes the amount of time you spend on the following activities.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Stand			X	
Walks			X	
Sit				X
Talk or hear				X
Use hands to finger, handle or feel	X			
Climb or balance		X		
Stoop, kneel, crouch or crawl		X		
Reach with hands and arms		X		
Taste or smell	X			

Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Up to 10 pounds		X		
Up to 25 pounds		X		
Up to 50 pounds	X			
Up to 100 pounds	X			
More than 100 pounds	X			

### EXAMPLES

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**SECTION 14: - VISION REQUIREMENTS**

Does this job have any special vision requirements. Check all that apply.

- \_\_\_\_\_ My job requires close vision (clear vision at 20 inches or less).
- \_\_\_\_\_ My job requires distance vision (clear vision at 20 feet or more).
- \_\_\_\_\_ My job requires color vision (ability to identify and distinguish colors).
- \_\_\_\_\_ My job requires peripheral vision (ability to observe an area that can seem up or down or to the left and right while eyes are fixed on a given point).
- \_\_\_\_\_ My job requires depth perception (3- dimensional vision, ability to judge distances and spatial relationships).
- \_\_\_\_\_ My job requires ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).
- X   My job requires no special vision requirements.

**SECTION 15: - ADDITIONAL COMMENTS**

Please add any additional comments that you feel are appropriate.

The most important qualification for this position is the person's experience working with people with disabilities and seniors. They must exhibit consideration, patience, and understanding.

THANK YOU

**OMNITRANS**  
**Position Description**

**Job Title:** Travel Trainer – Special Transportation Services  
**Department:** Special Transportation Services  
**Reports To:** Programs Administrator – Special Transportation Services  
**FLSA Status:** Non-Exempt; Level 9 8  
**Approved By:** BOD  
**Approved Date:** March 2, 2016  
**Revised:**

**SUMMARY** Full-time position responsible for one-on-one training and support services to eligible Travel Training Program participants, and other duties as assigned.

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

Provides one-on-one training and support services to elderly and/or physically, developmentally or mentally disabled residents in the safe and proper use of the transit bus system;

Provides home and on the bus training as required;

Provides training and instruction in a variety of areas including bus rules and regulations, appropriate public behavior, street crossing skills, emergency procedures and safety, how to read a bus schedule, landmark identification, bus pass procedures;

Maintains detailed records of trainee progress and prepares required reports as needed;

Conducts and/or participates in program orientation presentation to community groups and organizations to explain program services and operations;

Visits applicants' residence and conducts trainee assessment, explaining mobility training goals and services, assessing individual transportation needs and abilities to include identifying any disabilities which would require special training efforts;

Evaluates assessment information and determines if individuals are eligible for mobility training using well defined eligibility criteria and established procedures;

Plans and develops individualized training schedules for program participants including identification of special needs training;

Develops and maintains contacts with individuals and agencies that make referrals for mobility training;



**Job Title: Travel Trainer****Page 2****SUPERVISORY RESPONSIBILITIES**

This job has no supervisory responsibilities.

**QUALIFICATIONS**

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

**EDUCATION and/or EXPERIENCE**

High school diploma or general education degree (GED); and one year of related experience and/or training; experience working with individuals with disabilities and/senior citizens. Knowledge of the local transit system

**LANGUAGE SKILLS**

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

**MATHEMATICAL SKILLS**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**COMPUTER SKILLS**

Must be familiar with current business office operating systems, software and programs. Ability to use computers, planning and organizational skills are required.

**REASONING ABILITY**

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

**OTHER SKILLS AND ABILITIES**

Bi-lingual – highly preferred.

Ability to teach ideas, concepts and skills to the elderly and or disabled effectively.

Ability to work independently and manage time effectively.

Valid California driver's license.

**PHYSICAL DEMANDS**

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

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

**WORK ENVIRONMENT**

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

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually moderate and occasionally loud.

## OMNITRANS

### POSITION INFORMATION QUESTIONNAIRE

EMPLOYEE NAME: **Marcus R. Garcia**

DATE: **05/22/2017**

POSITION TITLE: **STS-Travel Trainer**

OTHER TITLES COMMONLY USED (If no other titles are used, indicate by writing "N/A" in the space below)

**Mobility Trainer**

### PURPOSE

This questionnaire is designed to gather relevant information about the nature of each job performed in the Company. It is not an evaluation of you or your performance. It gives you the opportunity to explain the significant features of your job by responding to a series of questions. The information you provide will be used to develop a position description and to establish an appropriate and competitive pay range for your job.

We are asking you for this information because you are in the best position to know exactly what you do, how you do it, and what you need to know to perform the work properly.

### INSTRUCTIONS

Please read through the entire questionnaire to understand its scope before answering any of the questions. Then, complete each section; please be specific and precise, describing the position as it currently exists according to your duties and responsibilities. Since this questionnaire is used for all types of jobs, some questions will not apply to your position and the work you do. Please read and answer all questions, marking those that do not apply with "N/A" (not applicable). If you need additional space to answer any of the questions, please continue your answers on the back of the appropriate page.

When you have completed the questionnaire, please sign your name in the space provided below. Please forward the completed questionnaire to your supervisor for review.

Completed by \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

## **SECTION 1: -- WORK HISTORY**

Please answer each of the following questions.

1. WHAT IS THE NAME OF THE DEPARTMENT IN WHICH YOU WORK?

**Special Transportation Services**

2. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN WITH THE ORGANIZATION?

YEARS: **1** MONTHS: **1**

3. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN IN YOUR PRESENT POSITION?

YEARS: **1** MONTHS: **1**

4. WHAT TWO PREVIOUS POSITIONS HAVE YOU HELD WITHIN THE ORGANIZATION, IF ANY, AND WHAT WAS THE LENGTH OF TIME YOU HELD EACH (please list the last/most recent position first)?

TITLE: **N/A**

YEARS: \_\_\_\_\_

TITLE: **N/A**

YEARS: \_\_\_\_\_

5. WHAT IS YOUR SUPERVISOR'S NAME: **Kimberly Perez**

6. WHAT IS YOUR SUPERVISOR'S TITLE: **Programs Administrator**

## **SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES**

1. STATE BRIEFLY (in one or two sentences) THE PRIMARY PURPOSE OF YOUR JOB AS IT HAS BEEN DESCRIBED TO YOU, OR AS YOU UNDERSTAND IT.

**The purpose of the position of STS-Travel Trainer is to assist individuals with disabilities and seniors with gaining more freedom and independence by learning how to ride the Omnitrans fixed-route system. The position involves working both one-on-one and with groups of clients, reporting performance, and conducting outreach efforts on a continuous basis to recruit new program participants.**

2. ON THE NEXT PAGE STATE BRIEFLY, CLEARLY, AND CONCISELY THE THINGS THAT YOU DO ON YOUR JOB. BEGIN WITH THOSE REGULAR DUTIES THAT NORMALLY TAKE MOST OF YOUR TIME AND/OR THAT YOU CONSIDER TO BE MOST IMPORTANT. IN THE COLUMN ON THE RIGHT, INDICATE THE APPROXIMATE PERCENT OF YOUR TOTAL WEEKLY TIME SPENT PERFORMING EACH DUTY.

Use simple, non-technical words to describe your work. You should find it helpful to begin each statement of your duties with a verb descriptive of the kind of action you are required to take. Some of the verbs commonly used are listed below:

administer	arrange	check
advise	allocate	assemble
operate	originate	post
review	transfer	distribute
analyze	audit	coordinate
approve	calculate	control
compile	formulate	promote
compute	initiate	purchase
counsel	payout	recommend
design	maintain	regulate
develop	make	schedule
direct	meet	set up
establish	negotiate	specify
examine	organize	supervise
expedite	plan	type
file	prepare	verify
write	tabulate	monitor

Select the proper verb carefully. Be sure that the words you use mean exactly what you intend them to mean - for example: "type a report," "write a report," "add figures," "negotiate contracts," "approve contracts," "meet with vendors," etc.

**SECTION 2: - JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)**

Responsibilities		Percent of Time Per Week
a)	Initiate service to waitlist client via phone call to schedule functional assessment; assist with intake of new client referrals into system	10%
b)	Perform functional assessment for prospective client	15%
c)	Plan, organize, and perform one-on-one travel training services	25%
d)	Write daily performance notes and compile final report	10%
e)	Organize and assist with group travel training sessions	10%
f)	Coordinate presentations for coach operators and new client referral streams	10%
g)	Coordinate Travel Training Bus presentations, operate the 40-foot coach required for presentation	5%
h)	Other administrative/support duties (not to exceed 15% of your time)	15%

FULL TIME TOTAL PERCENT      **100%**

## **SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)**

3. BRIEFLY GIVE TWO (2) EXAMPLES OF THE MOST DIFFICULT TYPES OF PROBLEMS YOU FACE IN YOUR WORK:

- Travel trainers may assist an individual with a psychological disability so severe, to the extent that they may experience an anxiety attack or other mental breakdown. Travel trainers must draw from common sense, experience, and their understanding of the unique barriers the individual faces to make their best attempt to resolve the situation.
- Travel trainers face a unique challenge in their position in that the work environment itself is not structured. Travel trainers are responsible for traveling by various mode of transportation throughout the entire service area of Omnitrans. Travel trainers are subject to unfavorable weather conditions such as rain, wind, extreme heat, and extreme cold, in environments where shelter from the elements may not be readily available. Travel trainers may be exposed to areas with poor or nonexistent pedestrian infrastructure. As travel trainers may work during all hours of operation of fixed-route service, work may be conducted in the early morning or evening as well. This may include traveling through locations with poor street lighting or visibility. Lastly, travel trainers may travel through communities with higher crime rates to effectively reach all members of the target population.

4. LIST THE ASPECTS OF YOUR JOB, IF ANY, THAT ARE CONSIDERED CONFIDENTIAL OR SENSITIVE IN NATURE:

- During the functional assessment, clients can reveal personal information including the following
  - Current medications, dosage, purpose, and side effects
  - Recent stays at a hospital, extended care facility, or mental institution
  - Names, addresses, and phone numbers of medical professionals, case workers, and care providers
  - During psychological barrier assessment, previous history of violence or abuse
- Final reports contain details regarding client performance during their participation in the travel training program
  - Barriers which were encountered because of the limitations experienced by the client, whether physical and/or due to their disability
  - Analysis and recommendations for case workers and other stakeholders regarding whether fixed-route transportation is best for a client, or if other alternatives such as paratransit are appropriate
- Database with client records contains personal information for each client
  - Contact information and emergency contact information
  - Medical conditions, symptoms, medications, side effects
  - Location of their home stop, daily destination, routes and times of departures to complete their arrival and return trips
- Clients may have sensitive backgrounds which need to be considered

- Abuse/domestic violence: client may request to avoid certain routes, streets, destinations, or times of day
- Anxiety: client may need special accommodations to successfully ride fixed-route transportation, travel trainer may require use of strategies should an anxiety attack occur
- Psychological: history of institutionalization, clients of Department of Behavioral Health
- Criminal background: clients may be in rehabilitation programs when participating in the program

### **SECTION 3: - EDUCATION AND EXPERIENCE**

1. WHAT IS THE MINIMUM LEVEL OF EDUCATION REQUIRED BY SOMEONE TO PERFORM YOUR JOB SATISFACTORILY. PLEASE CHECK ONLY ONE ITEM.

\_\_\_\_\_ No formal education is necessary

\_\_\_\_\_ High school diploma

\_\_\_\_\_ Training beyond high school in a special trade or field

**X** A two-year college degree (AA or AS) in **Human Services Management, Business, Psychology, Communication, or Public Administration**

\_\_\_\_\_ Professional level of knowledge in a field (usually equivalent to a four-year college degree) in: \_\_\_\_\_

\_\_\_\_\_ Post-graduate training or an advanced degree field: \_\_\_\_\_ degree

**An individual who holds the position of Travel Trainer should at the very least have an Associates Degree or the equivalent of an Associates Degree, in an area of study such as Human Services Management, Business, Psychology, Communication, or Public Administration. An AA or AS degree ensures that the individual possesses the critical thinking skills required to properly evaluate client performance, develop training strategies, and provide detailed summaries of performance in final reports. An individual who holds this position should have either education or experience that relates to fundamental concepts of human service agencies and the structures of both not-for-profit and public organizations.**

2. PLEASE LIST ANY SPECIALIZED SKILLS, TRAINING, COURSE WORK, SEMINARS OR CERTIFICATE PROGRAMS REQUIRED TO PERFORM THIS JOB:  
**-Being bilingual in English and Spanish is highly desirable, but not required to perform the duties of the position. The ability to speak any other foreign language is desirable, but not**



**required. Bilingual individuals increase the outreach potential of the program by targeting new demographic groups.**

**-Individuals who hold this position should have some form of on-the-job education and/or training regarding the Americans with Disabilities Act of 1990.**

**-Individuals should have experience riding both the Omnitrans fixed-route and paratransit systems after being accepted for the position of Travel Trainer.**

**- An individual who holds this position should have either education or experience that relates to fundamental concepts of human service agencies and the structures of both not-for-profit and public organizations.**

**-Required: A Valid California Driver License; Desirable: Class B Commercial Driver License, Passenger and Air Brake Endorsements, Verification of Transit Training Document (VTT)**

**-It is desirable for a Travel Trainer to have knowledge of medical terminology, conditions, disabilities, and techniques for working with individuals who have a disability. -**

**Presentations to other Agency employees as well as members of the community is an integral part of the CTSA's outreach efforts. A Travel Trainer is required to have strong public speaking skills that will allow for them to speak professionally to a large audience.**

### **SECTION 3: - EDUCATION AND EXPERIENCE (continued)**

3. WHAT TYPES OF EQUIPMENT, MACHINERY, OR TOOLS, IF ANY, MUST YOU USE IN THE PERFORMANCE OF YOUR JOB DUTIES?

**Due to the extensive field work the position requires, proficiency in mobile technology is required, such as with cell phones and tablet computers. Proficiency in computer technology and standard office equipment necessary, as well as familiarity with databases and data entry. Proficiency in use of phones is particularly important as clients are contacted via telephone when they are next on the waitlist.**

4. EXPERIENCE REQUIREMENTS:

- A. PLEASE LIST THE MINIMUM TYPES AND LENGTH OF WORK EXPERIENCE REQUIRED BEFORE A PERSON CAN PERFORM YOUR JOB:

Type of Experience	Length of Time
Customer Service-Working with clients from a variety of backgrounds	2
Phone Skills-Contacting clients from waitlist, case workers, etc.	1
General computing-Use of database, mobile technology, data entry	1

Total Work Experience: **4 years**

- B. WHAT IS THE LENGTH OF THE TRAINING PERIOD REQUIRED FOR A NEW EMPLOYEE ON YOUR JOB TO BECOME FULLY FUNCTIONAL IF HE/SHE POSSESSES THE QUALIFICATIONS YOU HAVE LISTED ABOVE?

**An employee who possesses the qualifications I have listed above will require at minimum one year of experience to become fully functional, while two years of experience may be likely for many individuals. The necessary knowledge to make sound recommendations for clients comes primarily from experience working with various types of disabilities, as well as from the Travel Trainer gaining more experience themselves using the Omnitrans family of services. A Travel Trainer needs to have experience working with multiple clients who range in terms of their level of functioning, to understand the similarities and differences between one who is high-functioning versus another who is low-functioning.**

- C. IF RECRUITING FOR THIS POSITION, IN WHAT INDUSTRIES WOULD YOU LOOK?

**I would look for individuals in disability services, human services, not-for-profit organizations, public transportation, social services, healthcare, or education.**

D. IF RECRUITING FOR THIS POSITION, WHAT MIGHT BE THE  
CANDIDATE'S CURRENT JOB TITLE?

**Travel Trainer, Individual or Group Aide with a Special Education Program,  
Human Services Program Coordinator**

#### **SECTION 4: - SUPERVISORY RESPONSIBILITIES**

1. THE FOLLOWING THREE STATEMENTS DESCRIBE LEVELS OF SUPERVISORY RESPONSIBILITY. CHECK THE ONE THAT BEST DESCRIBES YOUR JOB.

\_\_\_\_\_ I do not manage the work of others.

**XI** provide work direction to others, but do not have direct performance appraisal responsibility for them.

\_\_\_\_\_ I have full supervisory responsibility for others, including performance appraisal and delegated authority to hire, fire, and approve salary actions.

I have this responsibility for:

\_\_\_\_\_ non-management employees only,

\_\_\_\_\_ management or professional employees only, or

\_\_\_\_\_ both non-management and management employees.

**For a group training or presentation, a specific travel trainer will be designated as the point of contact for both Agency employees and external organizations. That travel trainer will be responsible for scheduling the activity, providing an itinerary if needed, recruiting other trainers for assistance if necessary, and answering questions for all involved parties. In coordinating the event, the travel trainer who is point of contact will advise the other participating trainers of their responsibilities during the activity.**

2. IF YOU DIRECTLY SUPERVISE OTHER EMPLOYEES, INDICATE THE TITLE(S) OF THE POSITION(S) SUPERVISED AND, FOLLOWING THE TITLE, THE NUMBER OF EMPLOYEES ASSIGNED TO THE POSITION(S). IF YOU DO NOT SUPERVISE ANYONE DIRECTLY, PLEASE MARK "N/A".

TITLES(S)

NUMBER OF  
PEOPLE

**N/A**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. IF YOU INDIRECTLY SUPERVISE OTHERS (that is, if you have people report to you through someone else who then reports to you directly), INDICATE THE TITLE(S) OF THE POSITION(S) INDIRECTLY SUPERVISED AND, FOLLOWING THE TITLE(S), THE NUMBER OF EMPLOYEES ASSIGNED TO EACH POSITION.

TITLE (S)

NUMBER OF  
PEOPLE

N/A

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## **SECTION 5: - ORGANIZATIONAL CONTACTS**

1. LIST THE TITLES OF PEOPLE WITHIN THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB. IN ADDITION, PLEASE LIST THE REASON FOR THESE CONTACTS AND THE FREQUENCY OF THESE CONTACTS (FOR EXAMPLE, YOU MAY SPEAK WITH A PAYROLL CLERK ONCE PER WEEK TO RELAY INFORMATION ABOUT NEW HIRES).

Title	Reason for Contact	How Often?
-Operations Fleet & Safety Training Supervisor,	discuss coach operator presentation scheduling and advise of upcoming Travel Training Bus presentations,	interaction on monthly basis
-Operations Fleet & Safety Trainer,	schedule coach operator presentations,	interaction on weekly basis
-Operations Dispatch,	advise of use of Marketing Coach for presentations,	interaction on weekly basis
-Coach Operator,	board coach with client during travel training,	interaction on daily basis
-Maintenance Supervisors,	advise of use of Marketing Coach for presentations,	interaction on weekly basis
-Transportation Manager,	advise of client feedback or experience on fixed-route system,	interaction on monthly basis
-Stops and Stations Supervisor,	advise of concerns observed in field with passenger zones,	interaction on monthly basis
-Scheduling & Service Manager,	advise of concerns observed in field with routing or scheduling performance,	interaction on weekly basis
-Paratransit Eligibility Technician,	follow up on client inquiries related to paratransit service,	interaction on daily basis
-Purchased Transportation Administrator,	advise of concerns related to paratransit service delivery and client experience,	interaction on monthly basis

2. LIST THE TITLES OF PEOPLE OUTSIDE THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB (e.g., vendors, bankers, service companies, etc.). ALSO LIST THE NAME OF THE ORGANIZATION THEY WORK FOR, THE REASON YOU HAVE CONTACT WITH THEM, AND THE FREQUENCY WITH WHICH YOU INTERACT WITH THEM.

Title	Organization	Reason for Contact	How Often?
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- Consumer Services Coordinator (CSC), Inland Regional Center, provide updates on performance of clients who they refer to program and give recommendations on whether suitable for fixed-route transportation, interaction on daily basis**
- Case Worker, Department of Rehabilitation, provide updates on performance of clients who they refer to program, interaction on daily basis**
- Case Worker, Department of Adult and Aging Services, provide updates on performance of clients who they refer to program, interaction on daily basis**
- Community Manager/Activity Coordinator, various senior housing complexes, coordinate presentation events for residents, interaction on weekly basis**
- Special Education Teacher, various school districts, coordinate group training events or presentations, interaction on monthly basis**
- Workability Coordinator, various school districts, coordinate group training events or presentations, interaction on monthly basis**

## **SECTION 5: - ORGANIZATIONAL CONTACTS (continued)**

THIS ITEM ALSO PERTAINS TO THE INTERPERSONAL CONTACTS WHICH YOU MUST MAINTAIN WITH OTHER EMPLOYEES, VENDORS, EXECUTIVES OF THE COMPANY AND/OR OUTSIDE INDIVIDUALS OF VARIOUS TYPES IN YOUR NORMAL DAILY WORK. CHECK THE STATEMENT THAT MOST ACCURATELY REFLECTS THE TYPE OF CONTACTS YOU NORMALLY HAVE.

- \_\_\_\_\_ The personal contacts I have during a normal workday are with my immediate associates in my section and generally deal with matters of a routine nature. My contacts require ordinary courtesy to avoid friction in relationships.
- \_\_\_\_\_ The personal contacts I have are generally of a routine nature in one or several other sections, departments, or divisions, or they require close collaboration with other members of the same section, department, or division.
- \_\_\_\_\_ The personal contacts I have involve telephone or written communication with individuals primarily inside, but occasionally outside, the Company and may involve answering routine inquiries or discussion of non-controversial matters.
- \_\_\_\_\_ The personal contacts I have involve frequent telephone or written communication with individuals outside the Company in administrative positions and may involve answering routine inquiries or discussion of non-controversial matters.
- X** The personal contacts I have involve frequent personal contact with individuals in management or executive positions, wherein I present information and recommendations. I (may) also answer outsiders' requests for nonroutine information requiring tact in presentation.
- \_\_\_\_\_ My personal contacts are of considerable importance inside and outside the Company wherein failure to exercise judgment or diplomacy may result in losses to the Company.
- \_\_\_\_\_ I have regular contact with the Board of Directors of the Company.

### **FREQUENT PERSONAL CONTACT WITH INDIVIDUALS IN MANAGEMENT POSITIONS**

**One type of circumstance which is involved in a Travel Trainer making recommendations for a client is when there is a dispute between the consumer, their family, the agency, and other stakeholders. Disputes often arise from whether an individual does in fact have the ability to ride the fixed-route system, where the agency may be at odds with the consumer and/or their family regarding what form of transportation will be funded. In completing my final reports, I am required to develop sound conclusions regarding the ability of an**

client and provide sufficient evidence to support my position. This documentation can be forwarded to higher levels of management within a partner agency, and I can be contacted for follow-up information regarding a client's performance.

#### **ANSWER OUTSIDERS' REQUESTS FOR NONROUTINE INFORMATION REQUIRING TACT IN PRESENTATION**

If a consumer at an agency changes their case worker, I may be contacted by the new caseworker to provide clarification or additional information regarding the consumer's performance in the program. If the case worker advises that the consumer will require transportation to a new destination for work or school, I may be required to provide a recommendation for the new destination based on their performance from past training. As the difference in expense for the agency to fund fixed-route versus paratransit service is significant, I need to be able to provide enough detailed information to support the recommendation that I make. I also may be contacted by either case workers or the family of a client to be advised of a problem which has occurred while the client uses the fixed-route system, whether it may be a behavioral issue or trouble navigating the system. I am required to address such concerns by providing detailed information from the profile of what training approach was used and how it should have prevented the concern from occurring in the first place.



## **SECTION 6: - PLANNING**

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF OPTIONS CONCERNING THE SCOPE OF THE PLANNING ACTIVITIES THAT A PERSON DOES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES YOUR PLANNING RESPONSIBILITIES.

\_\_\_\_\_ I do not do any planning.

**X** I plan my own work load.

\_\_\_\_\_ I plan my own work load and the work of one or more people in my work group.

\_\_\_\_\_ I plan the work for the entire department.

\_\_\_\_\_ I plan the work for two or more departments.

\_\_\_\_\_ I plan the work for the entire region.

\_\_\_\_\_ I plan the work for the entire organization.

**I am fully responsible for ensuring that I engage in productive, meaningful activity each workday. This is accomplished through maintaining an updated Exchange calendar that shows a description and location of each activity conducted in the community, as well as necessary travel time to each assignment. When a travel training client requests information, I am responsible for conducting appropriate research and obtaining the materials needed to adequately address the inquiry. I am also responsible for ensuring that my schedule accommodates training and presentation opportunities which may arise for the CTSA. The Programs Administrator occasionally monitors the Exchange calendar to verify that activities scheduled are reasonable and contribute to the goals and objectives of the CTSA, but does not directly schedule the activities of my workday.**

## **COACH OPERATIONS**

**For the Travel Training Bus, I am responsible for the planning of all activities related to the use of the coach for presentations. This includes conducting pre-trip activities, as well as verifying ahead of time the most suitable parking location of the coach when presenting to an organization. I am also responsible for connecting with Maintenance and Operations**

**Dispatch to ensure that the coach will be available and ready for use on a scheduled presentation date.**

## **SECTION 6: - PLANNING (CONTINUED)**

If you do some form of planning, please identify the timespan of your planning activities.

\_\_\_\_\_ I only plan my work on a day to day basis.

\_\_\_\_\_ I plan on a weekly basis.

\_\_\_\_\_ I plan on a monthly basis.

**X** \_\_\_\_\_ I plan projects with a month to six month timespan.

\_\_\_\_\_ I plan projects with a six month to one year timespan.

\_\_\_\_\_ I plan for annual budgets and up to 2 years in advance.

\_\_\_\_\_ I am involved in strategic planning for the organization and plan on a 3 to 5 year basis.

**Organizations that host community fairs or other types of outreach must account for facility and staffing needs months in advance to have a successful event. As a result, in assisting the department with coordinating outreach activities, I must be able to plan on projects up to 6 months ahead of schedule. This ensures that we can meet the deadlines of host organizations that offer the CTSA an opportunity to attend their event with the goal of recruiting new participants for our programs. Travel trainers must also assist the Programs Administrator in continually networking and finding new opportunities for partnerships, presentations, and outreach to expand our reach into the community.**

### **COACH OPERATION**

**Because of how organizations need to schedule Travel Training Bus events with sufficient time to notify their clients and have an audience ready, presentations are scheduled several months in advance. This advance scheduling allows for organizations to publish events in newsletters or other forms of correspondence for their clients.**

## **SECTION 7: -SKILLS AND ABILITIES**

Please check the statement that most closely matches the skills and abilities required for the position.

### **LANGUAGE SKILLS**

- \_\_\_\_\_ Ability to read a limited number of two- and three-syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.
- \_\_\_\_\_ Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- \_\_\_\_\_ Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.
- X** Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- \_\_\_\_\_ Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.
- \_\_\_\_\_ Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

### **READING, ANALYSIS, AND INTERPRETATION**

**-I am responsible for having knowledge on the latest trends both for disability services and public transportation in general. I must be able to understand changes in these areas as presented through professional articles, to the extent that I can cover applicable information to clients while performing travel training duties. I must be knowledgeable at all times of changes in regulations as they relate to seniors or individuals with disabilities,**

and advise clients of changes to their rights and responsibilities when using the fixed-route system.

### **WRITING**

-I am responsible for completing final reports that effectively communicate the performance of a client in the Travel Training Program. I must clearly present my conclusions and provide sufficient supporting evidence for any recommendation or position taken in the final report.

-I must be able to effectively communicate in writing with potential referral sources to gather information about prospective clients. I also must be able to effectively communicate about the programs and services that the CTSA offers. When an opportunity for community outreach arises with a new organization, I must be able to provide sufficient information through writing regarding our requirements for conducting a presentation, as well as details such as the date, time, and location of the event.

-I must possess writing skills proficient enough to allow for me to describe in detail any incidents or concerns which arise in the course of performing my job duties. Information which I provide in writing is used for the purpose of documentation when issues arise in the course of doing business.

### **PRESENTATION AND ABILITY TO RESPOND TO QUESTIONS**

-I assist with community outreach presentations, which could include setting up a table at an information fair, conducting a presentation in a classroom-style setting, or onboard the Omnitrans Travel Training Bus.

-In my position, I conduct presentations for new coach operators, existing coach operators, prospective clients, and prospective client referral sources. I am required to present information to these groups in a way that is relatable to their experiences while at the same time conveying vital information of how our programs operate. Not only am I required to have sufficient knowledge to answer questions about the CTSA's own programs, but as a representative of the Agency, I should also have sufficient knowledge of general information about Omnitrans services for the general public.

## SECTION 7: - -SKILIS AND ABILITIES (continued)

### MATHEMATICAL ABILITY

- \_\_\_\_\_ Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.
- X** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- \_\_\_\_\_ Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- \_\_\_\_\_ Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

**I am required to have the mathematical skills that allow for me to provide quantitative information of my activities serving clients and conducting outreach. For example, I should be able to summarize the number of hours spent working with each client, as well as other figures such as the number of routes, number of destinations, and total number of days spent together. This knowledge ensures that I am able to understand program statistics and also can present them upon request.**

### BAR GRAPHS

**I am required to understand bar graphs and other forms of graphical representation, and identify trends in the data and draw a conclusion for how well a particular area of the program is operating. Examples of factors which may need to be evaluated using graphs include changes in the number of outreach events per month, number of new client referrals, and the ridership of successful participants who continued traveling on the fixed-route system using their award passes.**

### REASONING ABILITY

- \_\_\_\_\_ Ability to apply common sense understanding to carry out simple one- or two-step instructions. Ability to deal with standardized situations with only occasional or no variables.

- \_\_\_\_\_ Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- \_\_\_\_\_ Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- X** Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- \_\_\_\_\_ Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

### **CONCRETE VARIABLES**

Concrete variables in client service would consist of identifying prominent barriers and manifestations of a client's disability. Examples would include difficulty with verbal communication, lack of reading proficiency, social behavior which deviates from what is considered acceptable, lack of eye contact, short-term memory loss, difficulty walking long distances, or visual impairments. These variables are concrete due to how it is highly unlikely that these barriers will improve during the course of travel training.

### **LIMITED STANDARDIZATION**

The Travel Training Manual produced by Innovative Paradigms identifies common disabilities and how they manifest themselves, as well as suggestions and tools that can be adopted when working with clients. However, guaranteed approaches are not provided in the manual, and ongoing research of disabilities continues to provide new revelations on the physical and/or intellectual impacts on individuals. As a result, I am required to consider the determined barriers that an individual has, and rely on my own experience and creativity to determine the best approach to overcome barriers.

### **INTERPRETATION OF INSTRUCTIONS**

As a Travel Trainer, I am required to have sufficient knowledge of the Americans with Disabilities Act to be able to educate clients on their rights and responsibilities as a passenger with a disability. Because of the ambiguity of some portions of the ADA, I am required to consult with academic sources and other professionals from the transit and disability service industries to enhance my understanding of the law and recent updates to it. I am also required to interpret the general information provided in the Travel Training Manual by Innovative Paradigms to determine what kind of approach is best suited for each of the disabilities I encounter while providing client service.

## **SECTION 8: - ACCOUNTABILITY**

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF POSSIBILITIES CONCERNING THE TYPE OF SUPERVISION AND GUIDANCE A PERSON RECEIVES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES THE KIND OF SUPERVISION YOU RECEIVE.

- \_\_\_\_\_ I am constantly supervised; I make no decisions independently and work according to procedure.
- \_\_\_\_\_ I am closely supervised; I have very little flexibility in the methods I use or in assigning priorities to my tasks.
- \_\_\_\_\_ I am frequently supervised; My activities are governed by well established rules and procedures and are periodically monitored; some flexibility to determine method or scheduling.
- X** I am generally managed; My activities are governed by general department and of company rules and procedures or schedules and are sometimes monitored; moderate flexibility to determine method, high flexibility to determine scheduling.
- \_\_\_\_\_ I have occasional oversight; My activities are governed by general organizational roles and procedures, I have considerable autonomy within established timeframes.
- \_\_\_\_\_ I work independently on a major function, guided by company policies. I exercise a high degree of initiative involving major programs and commitment. My work is monitored by exception and management information reports. I am almost autonomous in my work.
- \_\_\_\_\_ My work is entirely self-directed; I answer only to the Board of Directors.

### **GENERALLY MANAGED**

**-I am required to ensure that my Exchange calendar is complete so that my supervisor, the Programs Administrator, is aware of the work activities I am completing during each day. I am responsible for ensuring that my calendar reflects the time and location where an activity will take place, as well as necessary travel and whether the mode of travel is car, bus, or train.**

**-I am also required to carry an Agency-provided tablet and/or smartphone which allows for the Programs Administrator to verify my location and ensure it corresponds to the**



activity listed in my Exchange calendar. However, I complete my duties out in the field without the actual physical presence of my immediate supervisor.

#### **MODERATE FLEXIBILITY FOR METHOD**

-I follow a general approach to travel training, which incorporates routing, functional assessment, training, shadowing, and reporting. Variations exist within this general process for how to complete training, and some more experienced clients may not require completion of every step in the process. For example, one client who rides the bus for the first time may need to be shadowed both from the back-of-the-bus and from my personal car, while a more experienced transit rider will not need to be shadowed at all. The general process is followed for the training process, but I can modify the process to cater to each individual's needs and abilities.

#### **HIGH FLEXIBILITY FOR SCHEDULING**

-I however am responsible for completing the duties which are indicated in my calendar. I am responsible for determining what activities are necessary to fulfill my job duties, as well as for determining what a reasonable time frame is for completing those duties. I have the flexibility to schedule functional assessments and training sessions with clients directly, and setup the dates and times based on their availability as well as mine. I have the flexibility to work a rotating schedule to accommodate individuals who may need to travel on the system earlier in the morning or later in the evening.

## **SECTION 9: - DECISION-MAKING, COMPLEXITY AND PROBLEM-SOLVING**

1. EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE POSITION IN A RANGE OF POSITIONS CONCERNING THE VARIETY OF WORK DONE WITHIN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE VARIETY OF TASKS THAT ARE NORMALLY A PART OF YOUR JOB.

- \_\_\_\_\_ I perform routine and generally repetitive duties involving little or no variety. I follow simple and easily understood procedures that do not require independent judgment and analysis.
- \_\_\_\_\_ I work on a limited variety of routine tasks which are relatively simple tasks of a clerical or manual nature; I may make minor decisions involving accuracy, quality, method of operation or set-ups.
- \_\_\_\_\_ I work on a wide variety of routine tasks that involve some choice of action within limits.
- \_\_\_\_\_ I work on diversified tasks that involve a wide range of complex but standardized procedures, semi-routine duties may involve solving frequent problems. I work according to assigned objectives and may work independently on special projects.
- X** I work on non-routine tasks within general procedures or guidelines, and that involve the analysis and solution of complex problems based on facts, within broad policies and objective guidelines.
- \_\_\_\_\_ I do specialized or technical work with unclear guidelines. My work is analytical and involved, and requires judgment where policies and methods are not well established, problem solving requires innovation, ingenuity, planning, and coordination of effort.
- \_\_\_\_\_ I do creative work of a research or development nature with few precedents or examples.

### **GENERAL PROCEDURES OR GUIDELINES**

**-I am required to follow a general approach for serving clients, which includes routing, functional assessment, training, shadowing, and reporting. There are general guidelines for**

how to complete each process, outlined in the Travel Training manual produced by Innovative Paradigms, the model that the Omnitrans Travel Training Program is based off of. The manual provides information regarding the purpose of each process as well as tips and tools which can be used to assist clients with varying types of disabilities. However, the manual does not provide concrete procedures that can be applied without modification or variation for any specific type of disability.

### **NON-ROUTINE TASKS**

-The Travel Training manual provided by Innovative Paradigms can only provide suggestions and tips for working with individuals for disabilities. Because of the wide variation of disabilities, there is no one-size-fits-all approach that can be consistently relied upon for travel training. The barriers identified for an individual during their functional assessment determines the learning activities and supplementary materials which they will require to be successful in riding fixed-route transportation. For example, a client with a strong sense of direction may only require carrying a copy of the Bus Book with them to have the information they need for navigation. Another client may require custom timetables, instructions on mobile applications and online trip planners, verbal drilling of training concepts, or additional practice to gain the same level of confidence. The effort required for providing additional resources is dependent on each individual's unique needs.

### **SOLUTION OF COMPLEX PROBLEMS**

-There is no one-size-fits-all approach to assisting individuals with disabilities, as conditions can present themselves in infinite ways. Travel trainers must be able to accurately identify the unique barriers that an individual has, and develop training strategies that will effectively address those barriers. Travel trainers must consider facts such as the level of independence a client currently has in their daily life, their ability to communicate either through verbal or nonverbal means, and whether it is possible to mitigate a specific barrier that a client has.

-I may be required to consult with colleagues or research information from other experts in the field to develop solutions for some problems.

**SECTION 9:- DECISION-MAKING, COMPLEXITY, AND PROBLEM-SOLVING (Continued)**

2. EACH OF THE FOLLOWING STATEMENTS CONCERNS THE VARIETY OF DECISION-MAKING LATITUDE A PERSON CAN HAVE IN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE DECISION-MAKING LATITUDE THAT IS NORMALLY A PART OF YOUR JOB.

- \_\_\_\_\_ Position duties involve little or no decision making activities.
- \_\_\_\_\_ Position duties involve providing counsel and information used in the decision making process, but do not involve making decisions or recommendations.
- \_\_\_\_\_ Position duties involve providing counsel and information, and also involve making some recommendations.
- \_\_\_\_\_ Position duties involve making some decisions and making many recommendations.
- \_\_\_\_\_ Position duties involve making frequent decisions and frequent recommendations. I make decisions and take actions that are later subject to review.
- X** Position duties involve making constant decisions and providing the authorization of recommended courses of action.
- \_\_\_\_\_ Position duties involve decision making having international impact on the Company. I make decisions and take actions independently without anyone's review.

**MAKING CONSTANT DECISIONS**

**-While the functional assessment process provides a detailed overview of a client and the barriers they face, the relatively short period of time spent on a functional assessment compared to training out in the field can result in some barriers or complications not being discovered until later on in the process. As a travel trainer gets to better know their client and observe their behavior out in the field, continuous reevaluation is required and the approach must be appropriately modified to ensure a successful outcome. Furthermore, clients who have never ridden public transit before may base responses to some questions**

in the functional assessment only from perceptions, and their actual behavior and responses can be quite different once they are out in the field. For example, a client may suggest that they are reserved and prefer not to have contact with others, but may engage in conversation frequently with other passengers. In this case, the training approach would have to be adjusted to focus on what types of conversation are and are not appropriate to have with other passengers, something that may not have been thought of as a concern from the results of the assessment. Travel trainers continuously must monitor such changes with their clients and must quickly and appropriately modify their approach based on these changes.

#### **PROVIDING AUTHORIZATION OF RECOMMENDED COURSES OF ACTION**

-The findings provided in the final report for each client are regularly used by agencies such as the Inland Regional Center and Department of Transportation to determine what kind of transportation they will provide for a specific consumer. Inland Regional Center has required some consumers to undergo a functional assessment and attempt travel training on the fixed-route system before a request for paratransit services is granted. Under these circumstances, in the final report I am required to provide a recommendation of whether a client is best suited for the fixed-route system, and provide supporting evidence that demonstrates the conclusion I draw. This report can then be used as the primary basis for the decision regarding whether the agency will fund paratransit fare payment for the consumer. Only the travel trainer can make such determinations regarding whether fixed-route service is suitable for an individual, because of the thorough functional assessment which is conducted after intake, and recommendations are commonly used as the final decision by the agency.

-Recommendations by travel trainers from final reports are often used as the primary supporting documentation for an individual applying for paratransit eligibility service. Travel trainers provide official verification of whether an individual does or does not have the ability to ride the fixed-route system after conducting a professional functional assessment.

-Conclusions provided in final reports are used by clients for other purposes such as providing the basis for eligibility for services from the Inland Regional Center, Department of Rehabilitation, or for Social Security Disability Insurance benefits. The authority of a travel trainer's recommendation for such purposes is established by the detailed process for conducting a functional assessment, as well as the requirement of supporting evidence that identifies what a client can perform from a transit perspective.

## **SECTION 10: - IMPACT OF ERRORS**

CHECK THE ONE STATEMENT THAT MOST ACCURATELY DESCRIBES THE POTENTIAL CONSEQUENCES OF THE ERRORS THAT MAY OCCUR IN THE COURSE OF YOUR NORMAL WORK.

- \_\_\_\_\_ My errors cause little difficulty or loss of time to correct. Most of my errors are detected through routine checking procedures.
- \_\_\_\_\_ My errors do not result in overall embarrassment to the Company or in monetary losses but (may) waste supplies and require expenditure of time to track and correct.
- \_\_\_\_\_ My errors may cause the Company to incur a modest financial loss or may cause modest embarrassment.
- \_\_\_\_\_ My errors may result in considerable financial loss and/or embarrassment to the Company and may adversely affect some aspect of our business.
- X** My errors have serious financial impact and/or may seriously impair achievement of Company goals and commitments.

## **POTENTIAL ERRORS FOR THE POSITION**

**-My primary responsibility as a Travel Trainer is to ensure that I model behavior that adheres to high standards for safety, and that I ensure my clients also exhibit the same level of safety while out in the field.**

**-The position involves working with individuals who may have mental or psychological impairments that could impact their ability to learn. The position also involves working with individuals who may be low-functioning and/or have low levels of independence in their current living situation. Conventions of safety and personal security that may be perceived as common sense by others could be unfamiliar to these individuals. Travel trainers are responsible for the safety and well-being of their clients while working out in the field, especially those who are vulnerable due to a lack of experience being out on public streets and highways.**

**-As a Travel Trainer, I cannot engage in negligent behavior which is included but not limited to disregard of laws for pedestrians on public roads, reckless behavior, promoting risky behavior when safer alternatives are available, or selecting paths of travel which put clients at significant risk from vehicular traffic or other environmental hazards. Even if an incident were not to occur during travel training, by engaging in negligent behavior, I would be promoting behavior that could put the client's life and well-being in danger. A**

client could later be harmed by such behavior when replicating it on their own upon completion of the travel training program.

-I am also responsible for ensuring that the data I collect and the information in my reporting accurately reflects a client's abilities as well as their performance in the program. The conclusions which I present in reporting must be valid and based on accurate observations of the client while working out in the field. Failure to be diligent in reporting activities could result in an individual riding the fixed-route system when it is not a suitable solution for them. Depending on the type and severity of the disability, this could lead the individual to become a danger for themselves, other pedestrians, passengers onboard the bus, Coach Operators and other Omnitrans employees, and motorists. Regardless of whether a client was successful or not, reporting should provide details of their performance that support the conclusion that I have made about if the fixed-route system is suitable for them.

#### **FINANCIAL IMPACT**

-The agency could be held liable for damages to a client as a result of negligent behavior on the part of a Travel Trainer. The expense of legal action could eliminate all savings which the Travel Training Program generates for the agency, and potentially consume existing resources the Agency intends to use for other purposes.

-The CTSA could potentially lose eligibility for grant funds that support the Travel Training Program because of negligence or other significant error on my part.

#### **IMPAIRMENT OF COMPANY ACHIEVEMENT OF GOALS AND COMMITMENTS -**

Significant error on my part could result in the impairment of the Management Plan's strategic initiative to have a CTSA which pursues growth and opportunities for new partnerships with the community. Significant error would conflict with the Agency's desire for providing quality service which is beneficial for the community.

-Significant error would harm not only the reputation of the CTSA, but also the Agency with the community. Current referral streams could lose confidence in the integrity of the Omnitrans Travel Training Program, and growth of the program could be hindered if no additional referrals are provided. Other community partners could lose confidence in the CTSA and lose interest in the desired partnerships that increase the CTSA's impact in the community it serves. The expertise of the CTSA would be diminished, and community partners would likely no longer seek assistance from the CTSA for concerns such as determining whether an individual can successfully use fixed-route transportation.

-The San Bernardino County Transportation Authority (SBCTA) designated Omnitrans as the CTSA to consolidate all transportation services for seniors and individuals with disabilities within one organization. Significant error on my part that contributes to the demise of the CTSA could result in a loss of SBCTA support for Omnitrans to retain such a designation if negative attention is drawn. SBCTA has already transferred CTSA designation before due to unrelated reasons, and could do so again if unsatisfactory performance resulted from me committing a serious error.

#### **COACH OPERATION ERRORS AND IMPACT**

-The Travel Training Bus is a standard 40-foot coach that is simply designated for use by STS, and cannot be used to provide revenue service. Otherwise, the implications of being at

fault for an incident while operating the Travel Training Bus are the same as if any of our other coaches were involved. Impacts of an error while operating the coach could include increased liability costs, the potential to cause bodily harm or death in a collision, damage to the coach which could render it unusable either temporarily or permanently, and interruption of outreach efforts using the coach.

## **SECTION 11: - WORKING CONDITIONS**

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Wet, humid conditions (non -weather)	X			
Work near moving mechanical parts	X			
Work in high, precarious place	X			
Fumes or airborne particles	X			
Toxic or caustic chemicals	X			
Outdoor weather conditions				X
Extreme cold (non weather)	X			
Extreme heat (non weather)	X			
Risk of electrical shock	X			
Work with explosive	X			
Risk of radiation	X			
Vibration		X		

## **OUTSIDE WEATHER CONDITIONS**

I provide year-round service to Travel Training clients, which results in exposure to extreme heat or cold that is weather-related. With how I can be required to walk longer distances exceeding a mile between a client's residence and the nearest bus stop, I can be exposed to heat or cold for extended periods of time. Pedestrian paths of travel may not



have shade trees, which results in direct exposure to sunlight for extended periods of times. There is also no guarantee of any amenities available when arriving at a bus stop, nor is there a guarantee of the amount of time spent at a bus stop while subject to the elements.

#### **VIBRATION (COACH OPERATION)**

**When operating the Travel Training Bus, I am subject to experiencing vibration and shaking from traveling on roads in poor repair.**

How much noise is typical for the work environment of this job? Check the appropriate level below.

- \_\_\_\_\_ Very Quiet (Examples: forest trail, isolation booth for hearing test)
- \_\_\_\_\_ Quiet (Examples: library, private office)
- X** \_\_\_\_\_ Moderate Noise (Examples: business office with typewriters and/or computer printers, light traffic)
- \_\_\_\_\_ Loud Noise (Examples: metal can manufacturing, department, large earth-moving equipment)
- \_\_\_\_\_ Very Loud Noise (Examples: jack hammer work, front row at rock concert)

**While working out in the field, I am generally exposed to noise from light or medium traffic on public roads. This is while waiting at a bus stop either alone or with a client. I occasionally am subject to louder noise if there is road construction or other loud activity occurring within the vicinity of a public right of way.**

## **SECTION 12: - PROBABILITY OF INJURY OR ACCIDENT**

Which of the following statements most closely describes the probability of injury or accident in your working environment? Please cite one or two examples if appropriate.

- \_\_\_\_\_ While performing my normal work activities, there is generally little or no probability of injury or health impairment.
- \_\_\_\_\_ While performing my normal work activities, accidents are improbable outside of temporary minor injuries such as cuts, bruises or sprains.
- \_\_\_\_\_ While performing my normal work activities, I have relatively high exposure to hazards which are likely to produce temporary cuts, bruises or sprains.
- \_\_\_\_\_ While performing my normal work activities, I have occasional exposure to serious potential injury or health hazard such as severe burns, fractures or similar disablements.
- X** While performing my normal work activities, I am frequently exposed to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

Examples

### **POTENTIAL INJURY SOURCES**

**-I work in environments that are not under the jurisdiction of Omnitrans, and therefore cannot be maintained by the Agency to enhance safety. Physical hazards for infrastructure along the public right of way where job duties are regularly conducted include potholes in roads, damaged or raised sidewalks, dirt or grass paths of travel, walking parallel to a slope along the side of a public road or highway, locations with poor street lighting during early morning or evening hours, neighborhoods where wild animals or loose pets run free, or steep grades. My job duties also regularly require that I travel by foot through private property, where in addition to hazards that could be present on public rights of way, I also could be injured by clutter on the floor or from poorly constructed structures.**

### **HEALTH HAZARDS**

**-I risk exposure to diseases or infections which a client or member of their household may have, and not have it disclosed during the functional assessment.**

**-The position requires that I conduct functional assessments in the private residences of our clients. As a result, I may be subject to working in residences where there is animal or**

human waste present, mold, mildew, insect or rodent infestation, number of residents exceeding local housing regulations, or other unsanitary conditions. My health is subject to harm in such environments regardless of whether I can immediately identify and escape from the hazard.

#### **HAZARDS UNIQUE TO POSITION WHICH ARE NOT ADDRESSED IN PIQ**

**FORM -My job duties require me to regularly walk alone in neighborhoods with higher crime rates. I can be required to walk alone in a hostile environment, such as a racially-segregated neighborhood, where my personal appearance and demeanor may not correspond to those of neighborhood residents.**

**-My likelihood of becoming a victim of a crime of opportunity is significantly high, especially when completing assignments alone out in the community. I am regularly required to walk in neighborhoods with a high presence of vagrants and gang members, who may be present either individually or within a group. Obtaining emergency assistance in these types of locations could be difficult if neighborhoods are isolated and/or law enforcement response times are poor.**

**-The functional assessment process for the program requires that I conduct in-home assessments alone with clients in their private residences. Normally I have never met the client before, have no understanding of the purpose of their interest in the program, and do not have information related to their personal background. For an individual with a psychological disability, there is no certainty that I will be received favorably when I arrive at the residence, or that the individual will not have a negative reaction to my arrival. Because of the limited background information I have for each client, I also do not have any ability to determine the risk of the myself becoming a victim of assault, robbery, or other crime when entering a private residence.**

### **SECTION 13: - PHYSICAL DEMAND**

Please check the box that most accurately describes the amount of time you spend on the following activities.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Stand				X
Walks				X
Sit		X		
Talk or hear				X
Use hands to finger, handle or feel				X
Climb or balance	X			
Stoop, kneel, crouch or crawl	X			
Reach with hands and arms				X
Taste or smell	X			

**The Travel Trainer position heavily revolves around outdoor activities. Travel trainers may be required to walk distances which exceed the agency's half-mile walking standard for fixed-route services. Terrain may vary, from flat terrain to steep inclines in foothill communities. Standing is also a common activity when waiting with a client at a bus stop, particularly if seating is either occupied or even available at all. During the travel training process, Trainers are also continually engaged in conversation, explaining procedures such as fare payment, passenger etiquette, and properly completing the trip being covered. Travel trainers must also answer questions and address concerns which clients may have about either the program or the use of fixed-route transportation.**

Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Up to 10 pounds			X	
Up to 25 pounds		X		
Up to 50 pounds	X			
Up to 100 pounds	X			
More than 100 pounds	X			

#### **EXAMPLES**

**For community outreach events, I may be required to carry loads of up to 25 pounds consisting of flyers and equipment necessary for display to the public. While completing**

normal job duties out in the field, I generally carry a backpack with necessary equipment, where the weight generally does not exceed 10 pound.

#### **SECTION 14: - VISION REQUIREMENTS**

Does this job have any special vision requirements. Check all that apply.

\_\_\_\_\_ My job requires close vision (clear vision at 20 inches or less).

**X** My job requires distance vision (clear vision at 20 feet or more).

**X** My job requires color vision (ability to identify and distinguish colors).

**X** My job requires peripheral vision (ability to observe an area that can seem up or down or to the left and right while eyes are fixed on a given point).

**X** My job requires depth perception (3- dimensional vision, ability to judge distances and spatial relationships).

\_\_\_\_\_ My job requires ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

\_\_\_\_\_ My job requires no special vision requirements.

#### **DISTANCE VISION**

**A travel trainer must be able to identify prominent landmarks along public roads and highways that are at least a quarter mile away. They must be able to recognize these landmarks and provide training to their clients on identifying such landmarks. During the back-of-bus shadowing activities, Travel Trainers should be able to identify from a distance such landmarks so that they can intervene if a client files to press the signal tape at the correct time.**

#### **COLOR VISION (COACH OPERATION)**

**During the pre-trip inspection of the Travel Training Bus, color vision is required to verify leaking fluids from the bottom of the bus, to determine whether it is condensation from the**

air conditioner or a potential problem with another fluid system. I also cannot operate the vehicle during early morning or evening hours without color vision, as I would have no means whatsoever of identifying the color of a traffic signal.

#### **PERIPHERAL VISION (COACH OPERATION)**

To safely operate the coach for Travel Training Bus presentations, I am required to have good peripheral vision that allows for me to scan the road ahead for all possible hazards, while still maintaining a safe following distance from the vehicle ahead of me.

#### **DEPTH PERCEPTION**

I am required to have depth perception so that I can determine which landmarks are the best for a client to use when pressing the signal tape. I must be able to determine whether a landmark offers the Coach Operator sufficient time to stop the bus, while at the same time reducing the risk of the Operator forgetting about the request if done too far ahead. I should then be able to explain the reasoning for selecting a landmark, and advise the client of why other surrounding landmarks would not be optimal for use.

## **SECTION 15: - ADDITIONAL COMMENTS**

Please add any additional comments that you feel are appropriate.

- **Travel Trainers must be able to quickly address incidents where clients are physically, cognitively, or emotionally overwhelmed by the experience of riding public transit, while ensuring their safety and well-being until an emergency contact can arrive or they can be returned to their home. With limited standardization, trainers must also make accurate determinations regarding whether a client should or should not continue the travel training process.**
- **The responsibilities of a Travel Trainer do not merely revolve around taking clients on the bus. Trainers are an essential element to other areas of CTSA success, including:**
  - **Marketing: Coordinating outreach events and community presentations**
  - **Employee training: Developing and conducting presentations that provide education to Coach Operators and other Agency employees on the role of the CTSA and its various operations**
  - **Public Relations: Travel Trainers serve as representatives of the Agency when working in the field, where they develop relationships with their clients and better connect the Agency to its customers**
  - **Networking: Travel Trainers interact with other human services professionals while performing their duties and engaging in outreach efforts. This provides new opportunities for the CTSA to develop partnerships with other community organizations, and extends its reach within the community.**
- **The position's current title of "Travel Trainer" does not reflect the level of expertise which an incumbent is required to have to be effective in serving sensitive groups such as seniors and individuals with disabilities. This expertise should be reflected through modifying the title, with "Mobility Specialist" as a potential new title which better reflects the responsibilities of the position to conduct thorough assessments and make decisions from their findings.**

THANK YOU



## PERSONNEL POLICY MANUAL

POLICY 402 PAGE 1 OF 4

### SUBJECT

### Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: March 1, 2017

EFFECTIVE: March 1, 2017- November 1, 2017

### I. Purpose

To state Omnitrans' policy on salary ranges for Management and Confidential classifications.

### II. Scope

All Departments

### III. Procedure

- A. The Director of Human Resources Safety & Regulatory Compliance is responsible for compensation administration and will modify and issue, from time to time, pay ranges and guidelines for salary adjustments as approved by the Board of Directors.
- B. The CEO may increase the range to accommodate salary in lieu of providing an agency vehicle when necessary.

Classification	Minimum	Mid-Point	Maximum
<u>Level I</u> (reserved for future consideration)			
<u>Level II</u>	8,314	10,323	12,332
Director of Finance			
Director of HR SRC			
Director of Information Technology			
Director of Internal Audit			
Director of Maintenance			
Director of Marketing & Planning			
Director of Operations			
Director of Procurement			
Director of Special Transportation Services			
Director of Rail Operations			
<u>Level III</u>	6,791	8,414	10,037
Accounting Manager			
Contracts Manager			
Database Manager (moved from Level 4 & technical title change at June 7, 2017 Board meeting)			
Development Planning Manager			
Employee Relations Manager			
Facility Manager			
Maintenance Manager			
Safety & Security Regulatory Compliance Manager			
Service Planning Manager			
Transportation Manager			
Treasury Manager			





## PERSONNEL POLICY MANUAL

POLICY 402 PAGE 2 OF 4

### SUBJECT

### Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: March 1, 2017

EFFECTIVE: March 1, 2017- November 1, 2017

#### Rail Compliance Officer

<u>Level IV</u>	6,245	7,359	8,475
<b>Capital Projects Services Manager</b> (re-evaluated from Construction Safety Manager (IPMO same level)			
<del>Database Administrator</del> (moved to Level 3; approved at June 7, 2017 Board meeting)			

Materials Manager  
Network Administrator  
Senior Contract Administrator  
Special Transportation Services Manager  
System Coordinator  
Technical Services Manager

<u>Level V</u>	5,419	6,544	7,539
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Application Developer  
Application Specialist  
Sr. Executive Assistant to the CEO/GM  
Assistant Transportation Manager  
Contract Administrator  
Customer Service Manager  
Dispatch Supervisor  
Environmental/Occupational Health & Safety Specialist  
Facility Supervisor  
Fleet Safety & Training Supervisor  
HR Leave Administrator  
Security & Emergency Preparedness Coordinator  
Maintenance Supervisor – Special Transportation Services  
Marketing Manager  
**Network Technician** (moved from Level 6 at June 7, 2017 Board meeting)  
Programs Administrator – Special Transportation Services  
Purchased Transportation Administrator  
Safety & Regulatory Compliance Specialist  
Senior Financial Analyst  
Shift Supervisor  
Systems Engineer  
Web Designer

<u>Level VI</u>	4,773	5,719	6,665
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Accountant  
Executive Staff Assistant  
Field Supervisor  
Fleet Safety & Training Instructor  
Human Resources Analyst  
Human Resources Specialist

~~Network Technician~~ (moved to Level 5; approved at June 7, 2017 Board meeting)



# PERSONNEL POLICY MANUAL

POLICY 402 PAGE 3 OF 4

## SUBJECT

### Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: March 1, 2017

EFFECTIVE: March 1, 2017- November 1, 2017

Scheduling Analyst  
Sales Supervisor  
Stops and Stations Supervisor  
Transit Technical Trainer

Level VII 4,356 5,221 6,086

Contract Review Analyst  
Department Senior Secretary  
Dispatcher  
Marketing Specialist  
Planner I

Level VIII 3,800 4,426 5,053

Administrative Secretary  
Fleet Analyst  
Human Resources Assistant  
Paratransit Eligibility Technician  
Payroll Technician  
Warranty Coordinator

~~Client Relations Coordinator – Special Transportation Services~~ ( w/BOD approval 11/1/17)

~~Travel Trainer – Special Transportation Services~~ ( w/BOD approval 11/1/17)

Level IX 3,130 3,657 4,183

Human Resources Clerk  
Administrative Assistant – Special Transportation Services  
Class B Technician – Special Transportation Services  
~~Client Relations Coordinator – Special Transportation Services~~  
~~Travel Trainer – Special Transportation Services~~

When range changes occur every two years, Management & Confidential employees will maintain the same placement (compa ratio) in the new range.

~~The following classifications are for Capital Projects and are mandated by the FTA:~~  
~~Level I~~

~~Level II 8,314 10,323 12,332~~

~~Construction Manager~~

~~Level III 6,791 8,414 10,037~~

~~Quality Assurance Manager~~

~~Level IV 6,245 7,359 8,475~~



## PERSONNEL POLICY MANUAL

POLICY 402 PAGE 4 OF 4

### SUBJECT

### Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: March 1, 2017

EFFECTIVE: March 1, 2017- November 1, 2017

~~Construction Safety Manager~~—(re-evaluated to Capital Projects Services Manager (Level IV))

~~Level VI~~ 4,773 5,719 6,665  
~~Project Analyst~~

~~Level VIII~~ 3,800 4,426 5,053  
~~Adm. Secretary-Capital Projects~~

ITEM # E9

**DATE:** November 1, 2017

**TO:** Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: PERSONNEL POLICY MANUAL PROPOSED CHANGES**

**FORM MOTION**

Approve the proposed revisions to the following Personnel Policies effective November 1, 2017.

- #106 Confidential Information & Document Retention
- #206 Orientation
- #304 Reclassification & Emergency Classification
- #705 Disciplinary Actions

*This item was reviewed and recommended for approval by the Administrative & Finance Committee at its October 12, 2017 meeting.*

**BACKGROUND**

Annually the Agency reviews the Personnel Policy Manual and proposes changes for the Board to consider approving. The policies above do not require the unions to be notified as there is no meet and discuss necessary.

**FUNDING SOURCE**

Any increased costs associated with the recommended action will be covered in the Fiscal Year Budgets.

Department: All

Account: Salaries and Benefits

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

**CONCLUSION**

Approval of this agenda item supports the Strategic Plan, Section IX: Organizational and Workforce Excellence Goal for Fiscal Years 2017 – 2020, adopted on April 6, 2016.

PSG:ME



## PERSONNEL POLICY MANUAL

POLICY 106 PAGE 1 OF 3

### SUBJECT

### **Confidential Information & Document Retention**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed November 1, 2017

DATE: **January 1, 1999**

## **I. Purpose**

To state Omnitrans' policy on confidential information and Document Retention consistent with the Secretary of State Local Government Records Management Guidelines. These guidelines are an initial attempt to provide standards and structure to the local government records management effort. The goal of the State Archives in compliance with Government Code 12236 is to consolidate information resources and provide local government with a single source for archival and records management support and guidance. A retention schedule is an agency's legal authority to receive, create, retain, and dispose of official public records. It assists the agency by documenting which records require office or temporary storage, which records have historic and research value, and which records should be destroyed because they no longer have any administrative, fiscal or legal value. In the event of litigation, courts generally accept a retention schedule as establishing an agency's "normal course of doing business".

<http://archives.cdn.sos.ca.gov/local-gov-program/pdf/records-management-8.pdf>.

## **II. Scope**

All Departments

## **III. Procedure**

A. An annual board agenda item will be established for review and approval by the Board of Directors for the destruction of records.

B. As appropriate, each Department Director will make known to subordinates which information is regarded as confidential. No employee will disclose such confidential information except as authorized or required by law or office nor otherwise use such information for personal gain or benefit. All personnel records will be confidential except when law requires disclosure and document retention will be in compliance with Government Code 12236.

C. The following definitions apply to the various categories of proprietary information normally handled by certain Agency employees in the course of carrying out their assigned responsibilities:

1. Personal and Confidential: Information of a personal nature and certain types of operating information that must be controlled on a strict need-to-118



## PERSONNEL POLICY MANUAL

POLICY 106 PAGE 2 OF 3

### SUBJECT

### **Confidential Information & Document Retention**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed November 1, 2017

DATE: **January 1, 1999**

know basis.

2. Legal Confidential: Any communication requesting or furnishing legal opinion, analysis or advice.
  3. To Be Opened by Addressee Only: A marking on an envelope or package containing Personal and Confidential information indicating that it is to be opened only by the individual to whom it is addressed.
  4. To Be Opened by Addressee or Designee Only: A marking on an envelope or package containing confidential information, indicating it is to be opened only by the person to whom it is addressed or by the person designated to act in his or her absence.
  5. Authorized Persons: Individuals who have been authorized to receive Personal and Confidential, or Legal Confidential information.
  6. Need to Know: Any individual to whom proprietary information must be disclosed in the performance of his/her regular duties has a need to know.
- D. Examples of the types of information that might come under each of these categories include such types of information as system confidential, personal and confidential, and legal confidential.
1. Agency Confidential information includes such items as working papers related to projects of a sensitive nature, i.e., labor negotiations, workforce level studies, service changes, etc.
  2. Personal and confidential types of information includes personnel actions (promotions, demotions, resignations, bonuses, compensation and benefits data, performance appraisals, disciplinary actions, consultations and grievance information etc. -- until released officially); controversies within or between department staffs; psychological assessment reports; or information of an embarrassing nature.
  3. Legal confidential information includes legal advice and opinion communicated by the attorney to Omnitrans; documents revealing the substance of legal advice received from legal counsel; communications to legal counsel for the purpose of obtaining legal advice; information or data furnished at the request of legal counsel to enable legal service or advice to be given.



## PERSONNEL POLICY MANUAL

POLICY 106 PAGE 3 OF 3

### SUBJECT

### **Confidential Information & Document Retention**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed November 1, 2017

DATE: **January 1, 1999**

- E. The primary responsibility for safeguarding confidential or proprietary information rests with management. Employees at every level of the Agency should:
1. Provide secure storage for sensitive documents during working hours and when not in use;
  2. Ensure that confidential information is properly packaged prior to transmittal; ensure that recipients have a legitimate need to know.
  3. Limit reproduction and distribution of sensitive information to what is absolutely necessary;
- F. Any department that is responsible for reproducing proprietary information ("reproduction" in this context includes word processing) should make sure that access is kept to a minimum and granted only to those individuals with a need to know. If the nature or volume of the information being reproduced makes controlled access impractical, area controls should be instituted until the work is completed. When Confidential, Personal and Confidential, or Legal Confidential documents are reproduced by a graphic arts shop, duplicating room, etc., the material should be hand-delivered to the supervisor in charge, who should assign an authorized employee to complete the work and return it to the supervisor, including all excess or spoiled copies.
- G. When not in use or in transit, proprietary information should be stored in a cabinet or other container secured with a locking device. The combination or key should be similarly safeguarded, and not kept in an unlocked desk or file cabinet as a convenience for daily access.
- H. Any willful, intentional disclosure of proprietary information to unauthorized persons will be considered sufficient cause for disciplinary action, including termination of employment if necessary.



**SUBJECT****Orientation****APPROVED BY OMNITRANS  
BOARD OF DIRECTORS**

Proposed: November 1, 2017

**DATE:** ~~July 1, 2015~~**I. Purpose**

To state Omnitrans' policy on employee orientation.

**II. Scope**

All Departments

**III. Procedure**

- A. The orientation of a new employee is the final step in the hiring process. Without a planned orientation program, employees would be compelled to ask their co-workers for the information they need, and might be misinformed. A well-organized orientation program enables new employees to be sure that they are getting all the facts firsthand, increases morale, and contributes to a more positive attitude toward Omnitrans.
- B. Omnitrans has devised a formal Orientation Program for all new employees. It consists of three phases: Phase I: Human Resources Department; Phase II: Supervisor and Phase III: Safety and Security Office. In Phase I, the Human Resources Department will review agency policies, benefits and may conduct required training (such as Drug and Alcohol training for safety sensitive positions). In Phase II, the new employee's Supervisor/department will train the employee in department procedures and position duties. In Phase III, Safety and Security introduces new, transferred and returning employees to all necessary safety and security information specific to their job and tasks, and informs them of workplace hazards. It is required that each of the three phases of the Orientation Program be completed. The orientation of new employees is very important and should be carried out conscientiously. Every effort should be made to assimilate employees into the workforce and to make them feel welcome.
- C. Omnitrans will use a mentor system to assist new employees in making adjustments as a productive member of the workforce. In order to assure a timely orientation and assimilation of new employees into the workforce, Department Directors are required to appoint a "mentor" for each new employee.

**Omnitrans****PERSONNEL POLICY MANUAL**POLICY     **304**     PAGE   1   OF   1**SUBJECT****Reclassification & Emergency Classification**APPROVED BY OMNITRANS  
BOARD OF DIRECTORSProposed November 1, 2017

DATE:   July 1, 2015

**I. Purpose**

To state Omnitrans' policy on reclassification & emergency classification.

**II. Scope**

All Departments

**III. Procedure**

- A. When the duties of positions have changed materially so as to necessitate reclassification, they shall be allocated to a more appropriate level class, whether new or already created, by recommendation of the Director of Human Resources Safety & Regulatory Compliance and upon approval of the CEO/General Manager and Board of Directors.
- B. Reclassification of a position to a different level requires the position to be adjusted within the salary range. A reclassification does not change the position date or the performance evaluation date of an incumbent in the position.
- C. If classification action on a position is urgent, the CEO/General Manager may allocate the position to a proper classification and salary range. The temporary allocation shall become policy upon approval of a classification action by the Board of Directors.



## SUBJECT

## Disciplinary Actions

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: Jan 5, 2011 November 1, 2017

**I. Purpose**

To state Omnitrans policy on all suspensions, demotions, reductions in salary step for a specified time period and dismissals of persons with regular status in their classification.

**II. Scope**

All Departments

*NOTE: If the employee is a member of a represented unit, the grievance process in the MOU will be followed. The following process will apply to management and confidential employees.*

**III. Procedure**

- A. **EMPLOYEE STATUS:** An employee with regular status level I through level IX in their classification may be demoted, suspended, reduced in salary step, or dismissed. **Level I through Level IV classifications are considered at-will employees.**

The following are declared to be examples of causes for such action, although charges may be based upon causes other than those listed below:

1. Failure to meet reasonable work performance standards and requirements.
2. Discourteous treatment of the public or other employees.
3. Willful or negligent disobedience or conviction for violation of any law, ordinance, Omnitrans rule, departmental regulation, or superior's lawful order while working.
4. Misappropriation or damage of public property or waste of public funds or property through negligent or willful misconduct.
5. Conduct unbecoming an employee of Omnitrans.
6. Absence without approved leave.
7. Tardiness or absenteeism.
8. Practicing deception or fraud in the securing of a job appointment or



## SUBJECT

## Disciplinary Actions

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: Jan 5, 2011 November 1, 2017

promotion.

9. Failure to supply full information as to character, reputation, medical history, or acts which, if known at the time of appointment, might have resulted in a disqualification of the employee for the job to which appointment was made.

10. Falsification of an official statement, document or Agency record.

11. Incapacity to perform job duties.

12. Neglect of duties.

14. Possessing, or using narcotics or alcohol on Omnitrans property or reporting to work under the influence of same.

15. Improper withdrawal or limitation of service or any action which interferes with or is disruptive of Omnitrans mission or the public service.

16. Insubordination.

17. Any action inconsistent with or in violation of these rules or officially promulgated department or Omnitrans Personnel Policies, Codes of Performance, policies and practices.

18. Involvement in a preventable accident while operating an Agency vehicle or while on Agency business.

19. Committing any act of violence, i.e., fighting, brawling, or improper conduct on Agency property.

20. Sleeping during working hours.

21. Excessive use of Agency communication equipment or other equipment for personal use.

B. **PROBATIONARY EMPLOYEES:** can be dismissed, demoted, reduced in step, or suspended without right of review or appeal.

C. **NOTIFICATION:** A written copy of these rules and policies will be available to employees and constitutes presumptive proof of the employee's knowledge of said rules and policies.

D. **PROCEDURES FOR DISCIPLINARY ACTION:** Prior to the issuance of a written order to either suspend for more than five (5) working days, demote,



## PERSONNEL POLICY MANUAL

POLICY 705 PAGE 3 OF 7

SUBJECT

### Disciplinary Actions

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: Jan 5, 2011 November 1, 2017

reduce in step, or dismiss an employee with regular status in their classification, written notice of at least two (2) working days of the proposed disciplinary action shall be given before such action is to be taken and must include:

1. Notice of proposed action.
2. Reasons for proposed action (see paragraph A).
3. A copy of charges stating specific incidents or specific courses of conduct, and a copy of the written materials pertaining to those incidents or course of conduct; and,
4. A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must specify at least a two (2) working day period except as provided in Section E below. A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved.

**E. NOTICE OF PROPOSED ACTION:** The notice of proposed disciplinary action must be in writing and be signed by the appointing authority or the appointing authority's designee. Upon receipt of the employee's response, the appointing authority or the appointing authority's designee shall review the response and determine the appropriate course of action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action, or rescinding the notice of proposed action. A copy of the notice of proposed disciplinary action shall be provided to the Human Resources Safety & Regulatory Compliance Department/Employee Relations Manager.

Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action or as provided in paragraph above.

Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to, situations involving, misappropriation of public funds or property; working while under the influence of alcohol or drugs; sexual and other forms of harassment; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of Omnitrans business through willful misconduct (altercations, etc.). There are times that the allegations make it necessary to take immediate remedial measures that may include, but are not limited to, a paid leave pending an investigation.



## PERSONNEL POLICY MANUAL

POLICY 705 PAGE 4 OF 7

SUBJECT

### Disciplinary Actions

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: Jan 5, 2011 November 1, 2017

F. **SKELLY:** After completing the requirement of "notice of proposed action" (paragraph D & E including the right to request a skelly hearing within two (2) days of receipt of the Proposed Action, the employee response will be considered and a recommendation made of appropriate action by a Skelly Officer is presented to the Appointing Authority for consideration. The imposition of disciplinary action to suspend, demote, reduce in step, or dismiss is constituted by the written order.

G. **WRITTEN ORDER OF DISCIPLINE:** Said order is similar to the notice of proposed disciplinary action in that it contains the effective date of disciplinary action, the right to appeal, and specific charges upon which the disciplinary action is based. The effective date may be prior to the order, provided the circumstances warranted such immediate action. The order shall be signed by the appointing authority or the appointing authority's designee. Notice of the time allowed for appeal and answer shall be stated in the order. A copy of the order shall be personally served on the employee or sent by mail with a proof of service, the order will be deemed received (5) five calendar days after mailing to the employee's last known address. A copy of the original order shall be filed with the Human Resources Safety & Regulatory Compliance Department and shall be accompanied by information showing that the employee has been served either personally or by proof of mail service. Copies of these documents are also placed in the employee's personnel file.

The order of suspension, demotion, reduction in salary step, or dismissal may be withdrawn by the appointing authority at any time prior to a final decision on the discipline. An order may be amended by the appointing authority filing the order at any time prior to or during the commencement of the review proceedings. If an amended order presents new causes for discipline, the employee shall be afforded all of the procedural safeguards given in paragraph D & E prior to the discipline becoming effective. In addition, the employee shall be afforded a reasonable opportunity to prepare the defense and must file an amended answer within seven (7) calendar days of receipt of the order.

H. **APPEAL OF THE ORDER:** An employee with regular status may appeal from an order of suspension, demotion, reduction in salary step, or dismissal as provided in the review procedure. The notice of appeal must be in writing and must be filed with the employee's immediate supervisor within seven (7) calendar days of receipt of the order.

If the employee appeals, a written answer to the charges must be filed with the employee's immediate supervisor within seven (7) calendar days of the receipt of the order. The answer to the charges must be attached to the notice of



## SUBJECT

**Disciplinary Actions**

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: Jan 5, 2011 November 1, 2017

appeal.

The answer must admit or deny each cause for discipline set forth in the order and may state specific facts or reasons as grounds for appeal. The answer may be ruled insufficient if, in the opinion of the appropriate individual(s) stipulated in the review procedure, the facts and reasons stated, even if true, would not entitle the appellant to prevail. If an answer denying the causes for discipline set forth in an order is not filed, said causes for discipline will be deemed admitted.

Any employee, served with an order of discipline, who wishes to have said action reviewed shall have their case proceed in the following manner. The procedures outlined herein constitute the formal steps necessary to resolve an employee's disciplinary grievance. The attempt of settlement of disciplinary grievances filed on behalf of an individual employee(s) in the informal step at the employee supervisor level is discretionary (Reference Section I). The presentation of the informal disciplinary grievance is an absolute prerequisite to the institution of a formal disciplinary grievance.

**I. INFORMAL STEPS – EMPLOYEE-INITIATED**

1. Initially, the employee having an alleged issue shall request a meeting within seven (7) calendar days to discuss the issues(s) with the immediate supervisor informally.
2. Within seven (7) calendar days, the immediate supervisor shall schedule a informal meeting with the employee.
3. The Supervisor shall issue an oral decision to the employee within seven (7) calendar days of the Informal Meeting.

**J. GREIVANCE - Formal Steps**

Step I. If the issue has not been resolved after the informal steps above, the employee shall reduce to writing and submit Department Director or designee and Employee Relations Manager for a Step 1 meeting.

1. The Department Director or designee shall schedule a meeting within seven (7) calendar days of receipt of the employee's grievance form.
2. The Step 1 written decision shall be issued to the employee within seven (7) calendar days of the Step 1 meeting date.

-Step II. If the alleged issue has not been resolved at Step 1, the employee may appeal the Step 1 decision in writing to the CEO/General Manager or designee and a copy to the Employee Relations Manager.



## SUBJECT

**Disciplinary Actions**

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: Jan 5, 2011 November 1, 2017

1. The CEO/General Manager or designee shall schedule a meeting within seven (7) calendar days of receipt of the employee's request.
2. The Step 2 written decision shall be issued to the employee within seven (7) calendar days of the Step 2 meeting date.

Step III IV. If the alleged issue remains unresolved at Step II III, within seven (7) calendar working days of receipt of said decision, the employee may appeal the decision, by requesting, in writing to the Director of Human Resources Safety & Regulatory Compliance. The issue(s) what will be submitted to a Disciplinary Grievance Committee for the purpose of mediating the dispute in an attempt to reach a resolution.

A Disciplinary Grievance Committee made up of a representative appointed by the Agency, a representative appointed by the employee, and a third party mutually selected by the parties.

The third party shall be selected from a list of not more than seven (7) names mutually agreed to by the Parties. Each party shall alternately strike one name from the list until only one name remains. The first party to strike a name shall be determined by lot. Fees and expenses incurred as a result of requesting an impartial third party to resolve an issue are to be shared equally by both parties. Each party will be responsible for their own legal services.

The Disciplinary Grievance Committee shall, within thirty (30) days from receipt of the appeal unless the hearing cannot be held in that time period, hold a hearing to receive testimony and submit its decision to the CEO/General Manager for implementation or further appeal.

In considering recommendations for modification or reversal of a disciplinary action, the Committee should consider the following:

1. The weight of evidence supporting or denying the need for disciplinary action.
2. Whether or not substantive violations or omissions of procedure for disciplinary action was made.
3. Whether the action taken was unreasonable, capricious or arbitrary in view of the offense.

**K. General Provisions**





## PERSONNEL POLICY MANUAL

POLICY 705 PAGE 7 OF 7

SUBJECT

### Disciplinary Actions

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: Jan 5, 2011 November 1, 2017

1. No retaliation or prejudice shall be suffered by employees making use of the disciplinary grievance procedure by reason of such use.
2. Failure at any step of this procedure to communicate the decision on the disciplinary grievance by the Agency within specified time limits, shall permit the aggrieved employee to proceed to the next step.
3. Failure at any step of this procedure to appeal a decision on the disciplinary grievance by the aggrieved employee within specified time limits shall be deemed acceptance of the decision rendered.
4. Time limits and/or step(s) in this grievance procedure may be waived or extended by mutual agreement of the parties.
5. Applicable Memorandums of Understanding will apply in disciplinary cases involving represented employees.

ITEM # E10

**DATE:** November 1, 2017

**TO:** Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: FY18 OPERATING BUDGET ADJUSTMENT**

**FORM MOTION**

Authorize the CEO/General Manager to increase the FY18 head count and Operating Budget by \$248,564 effective November 1, 2017 for three (3) positions in the following departments:

1. Network Technician, Information Technology (IT)
2. Building Maintenance Mechanic; Maintenance
3. Stops & Stations Worker, Marketing-Planning

*This item was reviewed and recommended for approval by the Administrative & Finance Committee at its October 12, 2017 meeting.*

**BACKGROUND**

The recommendation will address the additional needs of the Agency as it takes on the daily maintenance of the Metrolink platform/parking at San Bernardino Transit Center (SBTC), and the expansion of IT services. These positions are existing positions previously approved by the Board. The position of IT Network Technician is non-represented, the Building Maintenance Mechanic and Stops & Stations Worker are both represented by the Teamsters Local 166 Union.

Stops & Stations Workers are responsible for basic cleaning, trash pickup, graffiti removal, pressure washing and maintenance of bus stops and Omnitrans-owned passenger amenities. These include over 2,500 bus stops, 360 shelters, 490 locations with standalone benches at approximately 800 trash can locations spread over 460 square miles. Additionally, Stops & Stations Workers are responsible for daily cleaning and maintenance of all sbX stations and the SBTC.

Five (5) team members handle the full cleaning load. Two (2) team members are dedicated to repair, installation and emergency cleanup. The full team took on the daily cleaning of the SBTC without additional resources.

The Team is currently servicing approximately six (6) additional acres at the SBTC associated with Metrolink and Future Arrow Service. The additional Stops & Stations Worker is needed to maintain the new facility at the expected level.

Some of the additional tasks required from the Stops & Stations Worker will include: routine pressure washing of approximately 67,000 square feet of station area platforms and sidewalks, removal of trash from the platforms and keeping the platforms and walls graffiti-free. The Stops & Stations Worker increased cost for wages and benefits are \$50,552.

The Building Maintenance Mechanic performs skilled work related to the full range of building maintenance and repair of the Agency facilities. The SBTC has additional square footage which has increased the need for additional maintenance personnel. These duties are currently performed by internal staff and are not contracted. The Building Maintenance Mechanic increased cost for wages and benefits are \$67,606.

The Network Technician manages and engineers existing environments and it will be necessary to extend Trapeze, increase users to TransitMaster and other onboard systems out to the additional system areas at SBTC, sbX, Special Transit Services (STS), STS- Ontario, and Rail. This position manages open tickets, coordinating and tracking tickets as well as assisting in assigning them appropriately, and monitoring system warnings and alerts. Additional tasks in the Department involve the Virtualization of Servers. The physical-to-virtual migration of 150+ servers has created a new backup infrastructure that requires hours of maintenance weekly. The Network Technician increased cost for salary and benefits are \$103,406.

### **FUNDING SOURCE**

The increased operating cost associated with this action for approval (for eight months left in FY2018) is to be added to the department's budget line items not to exceed \$248,564. This will be shared by SBCTA and Omnitrans' Local Transportation Funds (LTF). Details per department are as follows:

IT, salary and benefits \$103,406;  
Maintenance, salary and benefits \$67,606; and  
Marketing/Planning, wages and benefits \$50,552.

Funding for future will be incorporated in the Fiscal Year Budgets going forward.

Department: 1200;1320; and 1400  
Account: Various Wages and Benefits

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

## **CONCLUSION**

Approval of this agenda item supports the FY18 Management Plan, Strategic Initiative 6 – Passenger Rail and improves intermodal connectivity; Strategic Initiative 5 – Technology Optimization.

PSG: ME

ITEM # E11

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**FROM:** Douglas L. Stanley, Director of Special Transportation Services

**SUBJECT: CALL FOR PROJECTS - 2018 MEASURE I SPECIALIZED  
TRANSPORTATION PROGRAM**

**FORM MOTION**

Authorize the CEO/General Manager to announce a Call for Projects - 2018 Measure I Specialized Transportation Program for Fiscal Years FY19 and FY20.

*This item was reviewed by the Administrative & Finance Committee at its October 12, 2017, meeting and recommended for approval by the Board of Directors.*

**BACKGROUND**

This Call for Projects invites proposals for funding available through Measure I Consolidated Transportation Services Agency (CTSA) funds for the San Bernardino Valley subarea. Applicants may include local government authorities, human and social services agencies, tribal governments, private non-profit and charitable organizations. Projects must improve mobility and/or coordination of transportation services for seniors and/or persons with disabilities in the San Bernardino Valley.

On November 4, 2015, Omnitrans was designated as CTSA for the San Bernardino Valley subarea by San Bernardino Associated Governments (SANBAG; now SBCTA) and allocated Measure I CTSA funds for CTSA operations and to provide for the coordination of transit services for seniors and persons with disabilities.

Omnitrans, working closely with SBCTA, has developed the first-ever Omnitrans Call for Projects to award Measure I funds. The Measure I funds for this Call are funds directly allocated to Omnitrans as CTSA for San Bernardino Valley.

Measure I requires that projects selected for funding must be included in the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County, 2016-2020. The Plan identifies existing transportation services, unmet transportation needs and service gaps, as well as the prioritized goals and strategies for transportation needs of seniors and individuals with disabilities. The current coordinated plan was developed by AMMA Transit Planning for SBCTA and approved by SBCTA's Transit Committee on February 9, 2017.

The Call for Projects covers two funding years: FY19 and FY20 with approximately \$600,000 available each year. Omnitrans is specifying a maximum grant request of \$150,000 per agency under this Call for Projects. Applicants may request up to two years of funding per project. The amounts requested must be appropriate to the proposed project, the benefits to be achieved and the overall cost-effectiveness of the project. Proposals will be evaluated by a panel consisting of representatives from Omnitrans, SBCTA, SBCTA's Public and Specialized Transportation Advisory and Coordination Council (PASTACC), and an outside Agency representative to be named. The panel will use the criteria set forth in the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County, 2016/2020, which are:

- Adequately address the unmet/underserved and individualized transportation needs of the targeted populations.
- Demonstrate coordination efforts between public transit and human service agencies.
- Be financially sustainable and provided in a cost-effective manner.
- Include measurable goals and objectives.
- Build or increase capacity or service quality in addressing mobility needs of the target populations.
- Leverage or maximize existing transportation services and/or funding.
- Measure I Share limited to 70% of project costs, with 30% matched by proposer.

## **CONCLUSION**

Recommend the Board of Directors authorize the CEO/General Manager to announce the Call for Projects - 2018 Measure I Specialized Transportation Program for Fiscal Years FY19 and FY20 and start the process for Omnitrans to seek partners for the upcoming two fiscal years to enhance mobility options for seniors and persons with disabilities.

PSG:DS

ITEM # E12

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Board of Directors

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

**FROM:** Wendy Williams, Director of Marketing & Planning

**SUBJECT: COOPERATIVE SERVICE AGREEMENT WITH FOOTHILL TRANSIT**

**FORM MOTION**

Authorize the CEO/General Manager to sign the Interagency Service Agreement between Omnitrans and Foothill Transit.

*The Plans and Programs Committee recommended this item for approval at its October 24, 2017 meeting.*

**BACKGROUND**

Omnitrans maintains Interagency Service Agreements also called Cooperative Service Agreements (CSAs) with each of Omnitrans' neighboring transit agencies. These agreements govern the sharing of information, coordination of schedules, maintenance of shared stops and customer transfer agreements. Omnitrans currently has CSAs with Riverside Transit Agency (RTA), Foothill Transit, Victor Valley Transit Agency (VVTA), Orange County Transportation Authority (OCTA), Mountain Transit, Metrolink, and Los Angeles County Metropolitan Transportation Authority (METRO).

As agencies' services and fare practices change, the agreements require updating. Omnitrans and Foothill Transit jointly requested updates to the CSA language to clarify transfer eligibility and to explicitly include new transit pass categories since the current CSA was adopted.

The current Omnitrans and Foothill Transit CSA was approved in January 2002, and has allowed for seamless fixed route bus transfers near the Los Angeles and San Bernardino County line primarily at the Montclair Transit Center and Pomona Transit Center for riders on either system that choose to use a multi-use pass such as a day pass, 7-day pass or a 31-day pass or purchased a transfer from Foothill Transit.

The main points of the January 2002 agreement remain in place in the proposed CSA. The new agreement adjusts for recent route changes and Foothill Transit's planned introduction of day passes in November 2017.

These contractual changes are each designed to improve the ease of transferability between the two agencies at locations where our services intersect.

Based on current business practice, approval of the proposed CSA between Omnitrans and Foothill Transit will have no fiscal impact on Omnitrans.

As of the filing of this staff report, Foothill Transit is in final legal review of the contract with no significant changes expected. Should the contract change substantively, it will be so noted when presented to the Board, if this item is approved by the Committee to move forward.

### **CONCLUSION**

Approval of this Cooperative Service Agreement will improve the ease of transferability between Omnitrans and Foothill Transit while adding no additional cost to Omnitrans.

PSG:WW:JB



ITEM # E13

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Board of Directors

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

**FROM:** Wendy Williams, Director of Marketing & Planning

**SUBJECT: METROLINK BUS BRIDGE MEMORANDUM OF UNDERSTANDING**

**FORM MOTION**

Authorize the CEO/General Manager to sign the Metrolink Bus Bridge Memorandum of Understanding between Omnitrans and Southern California Regional Rail Authority (SCRRA, Metrolink).

*The Plans and Programs Committee recommended this item for approval at its October 24, 2017 meeting.*

**BACKGROUND**

Omnitrans maintains transit mutual aid agreements with Mountain Transit, Victor Valley Transit Authority (VVTA), and Metrolink. These agreements allow Omnitrans to provide service in case of emergencies and govern the reimbursement for any expenses incurred. The Metrolink agreement is called a Bus Bridge Agreement as buses bridge disruptions in rail service.

Omnitrans and Metrolink have had multiple successive three-year bus bridge agreements. The most recent contract expired in July 2017. This proposed contract indefinitely extends the bus bridge contract with the ability to modify contract rates each year. Metrolink compensates Omnitrans for the fully allocated cost for bus bridge service provided. As such, this agreement has no budgetary impact on Omnitrans.

This proposed contract is substantively the same as the previous contracts with an extended term. One minor change is that Metrolink can request a Field Supervisor to aid with the bus bridge and includes a rate for this service in addition to bus service.

**CONCLUSION**

Approval of this bus bridge agreement allows Omnitrans to provide mutual aid to Metrolink.

PSG:WW:JB

ITEM # E14

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Board of Directors

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

**FROM:** Wendy Williams, Director of Marketing & Planning

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH CITY OF ONTARIO  
FOR TRANSFORMATIVE CLIMATE COMMUNITIES GRANT**

### **FORM MOTION**

Authorize the CEO/General Manager to sign a Memorandum of Understanding (MOU) with the City of Ontario, which establishes Omnitrans' roles and responsibilities as a partner for the City's Transformative Climate Communities (TCC) grant application.

*This agreement has been reviewed and approved by Omnitrans legal counsel. The Plans and Programs Committee recommended this item for approval at its October 24, 2017 meeting.*

### **BACKGROUND**

Successful Cap and Trade grant applications for programs such as the Affordable Housing and Sustainable Communities (AHSC) grant and the Transformative Climate Communities (TCC) grant are built upon a partnership between cities, developers, community partners and transit providers. This type of funding source typically requires transit improvements, transit pass subsidies, or other mobility enhancements in addition to housing or other components. As such, these Cap and Trade funding sources are designed to resolve the "chicken and egg" problem associated with "does the transit investment come first or does the housing/density improvement occur first?"

Over the last few years, Omnitrans has explored these types of grant opportunities with partners in the cities of Ontario, San Bernardino, and Loma Linda, and the County of San Bernardino. This experience has shown that the partnerships require flexibility up until the actual grant deadline. However, the applications also require a signed memorandum of understanding (MOU) between the lead applicant and the co-applicants at the time of submitting the grant application.

The City of Ontario plans to submit an application for TCC funding by November 30, 2017; thus an MOU is needed between the City of Ontario and Omnitrans at the time of submitting the application. The draft MOU is attached.

The City of Ontario and Omnitrans are still working to finalize the exact projects that Omnitrans will implement for the transit component of the City's TCC grant application, and exactly how they will be implemented. These components include:

- Fully funded capital and operating support for a frequency improvement on Route 83 and minor routing change on Route 86;
- Purchase and install new bus shelters, including “premium shelters” at higher-ridership bus stops within the TCC project area (includes existing bus stops and new bus stops that may be added as a result of the project); and
- Transit pass subsidy program, including travel training.

The improvements will be made only if the City of Ontario is successful in its TCC Grant application. In that case, the grant will provide 100% of funding needed for the Omnitrans services and projects to be rendered as part of this grant (including operational funding for three years). Omnitrans is not contributing any matching funding to the grant.

Omnitrans may also partner with the City of Ontario and the City of San Bernardino on applications for Affordable Housing and Sustainable Communities (AHSC) grants, another Cap and Trade funding program. The AHSC grant applications will be due in January 2018. Any draft MOU that will be needed for these applications will be presented at a future Board committee meeting.

Strategic initiatives supported:

- Service and Operational Goal, Strategy 1.1 Introduce new service modes and/or adjust service to address needs of non-riders;
- Marketing Goal, Strategy 1.3 Develop partnerships with businesses and organizations that Omnitrans serves, and Strategy 3.1 Improve passenger amenities.

## **CONCLUSION**

Approval of the draft MOU between Omnitrans and the City of Ontario for the TCC grant helps to position the region for a successful grant application.

PSG:WW:JB: AMJ

Attachment

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CITY OF ONTARIO  
AND  
OMNITRANS REGARDING ADMINISTRATION OF GRANT FUNDING FROM THE  
TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**

This Memorandum of Understanding is entered into on this \_\_\_ day of November 2017, between the City of Ontario, a California municipal corporation and general law city, and Omnitrans, a California joint powers authority. The City of Ontario and Omnitrans are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

**RECITALS**

WHEREAS, for Fiscal Year 2016/17, the California Legislature has appropriated \$140 million for a new state grant program, the Transformative Climate Communities Program (“grant program” or “grant”); and

WHEREAS, as part of an initial rulemaking by the Strategic Growth Council on December 6, 2016, a minimum of three-quarters of that appropriation was allocated for the cities of Fresno and Los Angeles, and the remainder was left unallocated for a yet-to-be-determined “third location”; and

WHEREAS, per the guidelines of the grant program, the City of Ontario is identified as a city eligible for funding; and

WHEREAS, the grant program guidelines indicate that community based organizations, local governments, nonprofit organizations, joint powers authorities, and other assorted entities are “eligible applicants” and may submit applications for funding a project area within an eligible city; and

WHEREAS, the grant program guidelines require eligible applicants to form a “Collaborative Stakeholder Structure” to develop and submit one application based upon a shared vision, and sign a Memorandum of Understanding that describes governance of the organizational structure; and

WHEREAS, the grant program guidelines require designation of one “Lead Applicant”/“Grantee,” and an unlimited number of “Co-Applicants”/“Partners”; and

WHEREAS, the “Lead Applicant”/“Grantee” will enter into a grant agreement with the State of California and be responsible for compiling and submitting all invoices and reporting documents; and

WHEREAS, the “Lead Applicant”/“Grantee” will be responsible for dispersing grant funds to all “Co-Applicants”/“Partners”; and

WHEREAS, eligible applicants may apply for either an “Implementation Grant” or a “Planning Grant”; and

WHEREAS, on August 24, 2017, the Strategic Growth Council adopted a program timeline indicating that full applications for an Implementation Grant are due November 30, 2017; and

WHEREAS, the City of Ontario and Partners (as defined below) intend to submit a full application for an Implementation Grant; and

WHEREAS, in furtherance of that application, the City of Ontario and Omnitrans now wish to enter into a Memorandum of Understanding that establishes a “Collaborative Stakeholder Structure” for the administration of Transformative Climate Communities Program (“TCC”) grant funds, should the City of Ontario be designated as the third location for funding.

**NOW, THEREFORE**, in consideration of the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the City of Ontario and Omnitrans, as potential participants in the State of California’s Transformative Climate Communities Program, hereby agree to the following terms and responsibilities for administration of the grant program as follows:

1. Incorporation of Recitals. The Parties hereby affirm and incorporate by reference into this Memorandum of Understanding (MOU) the Recitals set forth above.
2. Definitions.
  - a. “TCC” shall mean the Transformative Climate Communities grant program.
  - b. “Applicants” shall mean the City of Ontario and all Co-Applicants who submit an application for TCC grant funding.
  - c. “Lead Applicant/Grantee” shall mean the City of Ontario, a general law city and municipal corporation duly organized and existing under the California Constitution and laws of the State of California.
  - d. “Co-Applicant/Partner” shall mean all entities legally formed in the State of California that enter into a memorandum of understanding (in the same or substantially similar form to this MOU) with the City of Ontario for the purpose of applying for, and ultimately implementing, a TCC grant in cooperation with the City of Ontario.
  - e. “Healthy Ontario TCC Neighborhood Council” shall mean the advisory community group that shall provide guidance and input on the administration and implementation of the grant program.
  - f. “Ontario Transformative Climate Community Trustees” shall mean the collaborative stakeholder group responsible for overseeing implementation of the grant program, including the Indicator Tracking Plan, the Displacement Avoidance Plan, and the Community Engagement Plan submitted as part of the

application for the grant. The Grantee and all Partners shall be part of this group, along with an advisory member from the Healthy Ontario TCC Neighborhood Council.

- g. “City of Ontario” shall mean the City, its employees, agents, or other designees assigned by the City Manager or the Ontario City Council.
  - h. “MOU” shall mean this Memorandum of Understanding, as executed between the City of Ontario and Omnitrans.
  - i. “Grant Term” shall mean a period of three (3) years beginning from the date of execution of a grant agreement between the City of Ontario and the State of California as well as for the term of any required “Reporting Period” of up to five (5) additional years.
3. Term. The term of this MOU shall be from the date first set forth above until the announcement of grant recipients by the State of California. If the State of California selects the City of Ontario as a grant recipient, the term of this MOU shall be automatically extended for the entirety of the Grant Term. This MOU shall remain in effect until all rights, duties, and responsibilities of the parties are exhausted. If the State of California does not select the City of Ontario as a grant recipient, all rights, duties, and responsibilities accorded to the parties as part of this MOU shall be considered null and void.
4. Identification of Roles. The City of Ontario shall be the “Lead Applicant”/“Grantee” and all other Partners shall be “Co-Applicants”/“Partners” for the application and administration of the grant.
5. Governance.
- a. Organization Structure.

The grant program shall be implemented and administered by the City of Ontario in partnership with the Partners in a collaborative stakeholder group: the Ontario Transformative Climate Community Trustees (or “OTCCT”). The City of Ontario and all Partners recognize the vital role of the community in the successful implementation of the grant program. Accordingly, the OTCCT shall actively promote community engagement and shall work in conjunction with an advisory community based group: the Healthy Ontario TCC Neighborhood Council (or “Neighborhood Council”). The OTCCT and the Neighborhood Council shall have specified powers, as described below.

- b. Ontario Transformative Climate Community Trustees.

- i. Membership. Membership in the OTCCT shall be comprised of the Grantee and all Partners.

- A. Grantee.

- The City of Ontario shall serve as the Grantee.

- B. Partners.

- Partners shall assist the City of Ontario in administration of the grant program through direct management of projects and through participation in the OTCCT. Omnitrans shall participate in the OTCCT as a Partner.

- ii. Powers.

- A. Implementation. The OTCCT shall be responsible for programmatic oversight and administration of the grant program. Oversight responsibility specifically concerns adherence to:

- 1. The overall work plan, timelines, and budgets as approved as part of the executed grant program contract agreement with the State of California;
    - 2. The Indicator Tracking Plan, Displacement Avoidance Plan, and Community Engagement Plans as included as part of the application for grant program funding;
    - 3. The goals and broader intentions of the grant program;
    - 4. As to the City of Ontario and each Partner, any obligations stemming from the memorandum of understanding entered into by the City of Ontario and the respective Partner.

- B. Meeting Rules. The OTCCT shall have the power to set internal policies governing the administration of OTCCT meetings and other administrative conduct.

- 1. Internal policies shall be adopted by majority vote of the members of the OTCCT.

- iii. Meetings

- A. Schedule.

The City of Ontario shall provide for regular, adjourned regular, and special meetings of the OTCCT, provided, however, that at least one regular meeting shall be held in each year. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by majority agreement of the OTCCT members and a copy of the resolution shall be posted on the publicly accessible website of the OTCCT.

B. Special Meetings.

Special meetings may be called at the request of: (1) the City of Ontario; (2) any two Partners; or (3) the Healthy Ontario TCC Neighborhood Council.

C. Transparent Decision-Making Processes/Meeting Facilitation Procedures.

1. The OTCCT shall maintain a publicly accessible website with information about both the overall grant program and all individual projects. The website shall include a section which provides the public opportunity to communicate with the OTCCT.
2. The OTCCT shall post agendas and meeting information on its publicly accessible website at least seventy-two (72) hours before the convening of any regular meeting.
3. The OTCCT shall post agendas and meeting information on its publicly accessible website at least twenty-four (24) hours before the convening of any special meeting.
4. All meetings of the OTCCT and the Healthy Ontario TCC Neighborhood Council shall be open to the public.
5. Minutes of each meeting shall be recorded and posted on the publicly accessible website of the OTCCT.

D. Guiding Principles.

In the administration of the grant program, the Partners shall strive to embody and value the following principles:

- Excellence



- Integrity
- Service
- Innovation
- Leadership
- Partnerships
- Quality of Life

c. Process for Involving Community Representatives in Decision-Making.

The OTCCT shall be responsible for actively seeking out the input of the community, including specified community groups during the administration of the grant program. The community shall have a permanent and ongoing opportunity to provide feedback to the OTCCT through the Healthy Ontario Neighborhood Council (or “Neighborhood Council”), a regularly-meeting body convened by the City of Ontario and community leaders. Meetings of the Neighborhood Council shall be open to all members of the public, and shall be noticed online and to any email lists of individuals seeking meeting notices. The Neighborhood Council shall have the right to convene meetings of the OTCCT to provide accountability. A designee of the Neighborhood Council shall sit in advisory capacity on the OTCCT.

iv. Legal and Financial Considerations.

- a. The terms and responsibilities for Omnitrans’ administration and implementation of Omnitrans projects funded by the grant program shall be set out in Exhibit A to this MOU, attached hereto and incorporated herein by this reference.
- b. Omnitrans assumes full legal and financial responsibility for the implementation of Omnitrans’ projects, including, amongst other duties, obtaining all insurance, permits, leases, equipment, and regulatory approvals as may be necessary or prudent. The execution of this MOU in no way memorializes an intent of the City of Ontario to assume any liabilities of the Partners.
- c. The City of Ontario assumes full legal and financial responsibility for the implementation of the City’s projects and City’s obligations under this MOU, including, amongst other duties, obtaining all insurance, permits, leases, equipment, and regulatory approvals as may be necessary or prudent. The execution of this MOU in no way memorializes an intent of Omnitrans to assume any liabilities of the City of Ontario or any other Partners.
- d. The City of Ontario shall not be liable for the actions, omissions, or financial obligations of a Partner(s) taken in furtherance of the implementation of the grant program.

- e. Omnitrans shall not be liable for the actions, omissions, or financial obligations of the City of Ontario or any other Partner(s) taken in furtherance of the implementation of the grant program.
- v. Termination of Agreement. The City of Ontario or Omnitrans may, by written notice, terminate the whole or any part of this Agreement at any time by giving written notice of termination and specifying the effective date thereof.
- vi. Issues of Mutual Understanding. It is mutually understood and agreed by and between the Parties that this MOU will serve to form the basis of services provided, but recognizes that this is a living document, open to revisions and updates per mutual evolution of the needs of the City of Ontario and of Omnitrans, and subject to approval of the State of California.
- vii. Indemnification.  
To the fullest extent permitted by law, Omnitrans agrees to defend, protect, indemnify, and hold free and harmless the City of Ontario and any and all of its officials, employees, and agents from any and all claims, demands, causes of action, costs, expenses, liability, losses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged negligent acts, errors or omissions, or willful misconduct of Omnitrans, its officials, employees, or agents in connection with the performance of this MOU, including, without limitation, the payment of all expert witness fees, reasonable attorneys' fees, judgment, and other related costs and expenses.  
  
To the fullest extent permitted by law, the City of Ontario agrees to defend, protect, indemnify, and hold free and harmless Omnitrans and any and all of its officials, employees, and agents from any and all claims, demands, causes of action, costs, expenses, liability, losses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged negligent acts, errors or omissions, or willful misconduct of the City of Ontario, its officials, employees, or agents in connection with the performance of this MOU, including, without limitation, the payment of all expert witness fees, reasonable attorneys' fees, judgment, and other related costs and expenses.
- viii. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to

or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this MOU.

- ix. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
- x. Governing Law and Venue. This MOU shall be governed by the laws of the State of California without regard to conflicts of laws principles. Venue shall be in San Bernardino County, California.

**SIGNATURES ON FOLLOWING PAGE**

**SIGNATURE PAGE TO  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CITY OF ONTARIO  
AND**

**OMNITRANS REGARDING ADMINISTRATION OF GRANT FUNDING FROM THE  
TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

**CITY OF ONTARIO**

By: \_\_\_\_\_  
Al C. Boling, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

Best Best & Krieger LLP

By: \_\_\_\_\_  
John Brown, City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

**OMNITRANS**

By: \_\_\_\_\_  
Scott Graham, CEO/General Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

Best Best & Krieger LLP

By: \_\_\_\_\_  
Haviva Shane, General Counsel for  
Omnitrans

ITEM # E15

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Board of Directors

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

**FROM:** Wendy Williams, Director of Marketing & Planning

**SUBJECT: COOPERATIVE AGREEMENT BETWEEN OMNITRANS AND SBCTA  
FOR THE WEST VALLEY CONNECTOR PROJECT**

**FORM MOTION**

Authorize CEO/General Manager to execute Contract 17-1001638 between San Bernardino County Transportation Authority (SBCTA) and Omnitrans for Environmental Clearance, Design, Right-of-Way, Construction, and Project Closeout Phases for West Valley Connector Project. Under this Cooperative Agreement, Omnitrans will contribute funding to SBCTA not to exceed a total of \$32,785,969.00 to the project.

*This agreement has been reviewed and approved by legal counsel. The Plans and Programs Committee recommended this item for approval at its October 24, 2017 meeting.*

**BACKGROUND**

On November 4, 2015, the Omnitrans Board of Directors awarded Contract MKP15-37 to Parsons Transportation Group, Inc. (Parsons) for Architectural, Engineering and Final Design Services for the West Valley Connector Project. Omnitrans and Parsons proceeded with the work and completed 30% design work and an administrative draft environmental document.

On January 4, 2017, the Omnitrans Board of Directors approved a motion directing staff to develop a Cooperative Agreement with SBCTA, designating SBCTA as the lead agency for Environmental Clearance, Design, Right-of-Way Acquisition and Construction of the West Valley Connector. On July 12, 2017, the Omnitrans Board of Directors approved Assignment, Assumption, and Amendment Agreement No. 17-1001636 with SBCTA for Omnitrans' assignment and SBCTA's assumption of the remainder of the contract with Parsons Transportation Group, Inc. for Architectural, Engineering, and Final Services for the West Valley Connector, in the remaining unspent amount of \$9,837,512.11.

The attached draft Cooperative Agreement states that SBCTA will lead Project Environmental Clearance, Design, Right-of-Way Acquisition, Construction, and Project Closeout work, with

input and consultation from Omnitrans. SBCTA will also contribute a total amount not to exceed \$95,000,000.00 from Measure I BRT funds toward the project. Project cost estimate and expected funding sources are shown in Attachment B of the attached cooperative agreement.

Omnitrans will also be able to bill SBCTA for staff time for fulfilling Omnitrans' responsibilities under the agreement, up to a maximum amount of \$1,125,544.00 (which includes \$111,530.00 already spent during preliminary design and environmental phases).

### **FUNDING SOURCE**

Omnitrans will contribute a total not to exceed \$32,785,969.00 to the project, which includes the \$3,522,226.00 that Omnitrans already spent completing 30% design work and draft environmental document. Omnitrans' funding sources and remaining amounts are shown in the table below.

<b>FUNDING</b>	<b>GRANT</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>ORIGINAL AMOUNT</b>	<b>REMAINING AMOUNT</b>
FTA – federal portion of Mid-Valley land value	TBD	TBD	West Valley Connector	TBD	\$ 20,078,726.00	\$ 20,078,726.00
FTA	CA-90-Z122	FY 2014	West Valley Connector	H1430904F	\$ 3,718,630.00	\$ 824,346.53
FTA 5309 earmark	CA-04-0152-00	FY 2010	Ontario Transit Station	C1010102F	\$ 187,686.00	\$ 187,686.00
Federal CMAQ or 5339	TBD	TBD	West Valley Connector	TBD	\$ 1,622,984.00	\$ 1,622,984.00
Local portion of Mid-Valley land value	TBD	TBD	West Valley Connector	TBD	\$ 5,019,681.00	\$ 5,019,681.00
Local	12-09-OMN-B	FY 2012	West Valley Connector	D0910301S	\$ 38,992.00	\$ 0.00
Local	12-09-OMN-B	FY 2012	West Valley Connector	D0210301S	\$ 125,320.00	\$ 0.00
Local	12-09-OMN-B	FY 2012	West Valley Connector	D0810301S	\$ 854,276.00	\$ 399,145.90
Local	S-1205-49	FY 2012	West Valley Connector	D0910301L	\$ 223,558.00	\$ 215,057.57
Local	S-1205-49	FY 2012	West Valley Connector	D0210301L	\$ 155,677.00	\$ 155,677.00
Local	S-1304-18	FY 2012	West Valley Connector	D0710301L	\$ 100,000.00	\$ 100,000.00
Local	S-1304-18	FY 2012	West Valley Connector	D0310301L	\$ 606,094.00	\$ 606,094.00
Local	12-09-OMN-B	FY 2012	West Valley Connector	C0910102S	\$ 54,345.00	\$ 54,345.00
<b>TOTAL</b>					<b>\$ 32,785,969.00</b>	<b>\$ 29,263,743.00</b>

\_\_\_\_ Verification of Funding Source and Availability of funds  
(Verified and initialed by Finance)

Strategic Initiative Supported – Service and Operational Goal, Strategy 1.1 Introduce new service modes and/or adjust service to address needs of non-riders.

### **CONCLUSION**

Staff recommends that the Board of Directors authorize CEO/General Manager to execute Contract Number 17-1001638 between San Bernardino County Transportation Authority (SBCTA) and Omnitrans for Environmental Clearance, Design, Right-of-Way, Construction, and Project Closeout Phases for West Valley Connector Project. Under the agreement, Omnitrans will contribute funding not to exceed a total of \$32,785,969.00 to the project.

PSG:WW:AMJ

Attachments



**CONTRACT NUMBER 17-1001638**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**and**

**OMNITRANS**

**FOR**

**ENVIRONMENTAL CLEARANCE, DESIGN, RIGHT-OF-WAY (ROW),  
CONSTRUCTION, AND PROJECT CLOSEOUT PHASES FOR PHASE 1 OF THE  
WEST VALLEY CONNECTOR PROJECT**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_, 2017, by and between the San Bernardino County Transportation Authority (“SBCTA”) and OMNITRANS (“OMNITRANS”). SBCTA and OMNITRANS may be referred to herein individually as a “Party” and collectively as the “Parties”.
- B. This Agreement shall terminate upon completion of SBCTA’s management of the environmental clearance, design, right-of-way (ROW), construction, and project closeout or December 31, 2024, whichever is earlier, except that the indemnification provisions of this Agreement shall remain in effect until terminated or modified, in writing, by mutual agreement of the Parties.

**II. RECITALS**

- A. WHEREAS, on January 4, 2017, the SBCTA Board of Directors directed staff to develop a Cooperative Agreement with OMNITRANS, designating SBCTA as the lead agency for Environmental Clearance, Design, Right-of-Way Acquisition, Construction, and Project Closeout work for the West Valley Connector (WVC) Project (PROJECT); and
- B. WHEREAS, on May 3, 2017, the SBCTA Board of Directors directed staff to proceed with a phased approach to deliver the PROJECT as depicted in ATTACHMENT E; and

- C. WHEREAS, the Parties desire to enter into this Agreement to define the roles and responsibilities of the Parties for the development and construction of the PROJECT; and
- D. WHEREAS, the PROJECT is located in Los Angeles and San Bernardino Counties and traverses the Cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana; and
- E. WHEREAS, in November 2015, OMNITRANS entered into a contract with Parsons Transportation Group, Inc., for the Architectural, Engineering and Final Design Services for the PROJECT which was transferred to SBCTA through an Assignment, Assumption, and Amendment Agreement (AAA), SBCTA Contract Number 17-1001636, executed on August 16, 2017; and
- F. WHEREAS, the contract transferred to SBCTA through the AAA agreement does not include the Environmental Clearance, Design, or Construction Administration of the new vehicle maintenance facility; and
- G. WHEREAS, in the AAA, OMNITRANS assigned to SBCTA and SBCTA assumed all tasks not associated with the Active Transportation Program (ATP), and OMNITRANS remains responsible for administration of ATP-related tasks through a separate agreement between OMNITRANS and PARSONS. The ATP is scheduled to begin construction in 2018, ahead of the PROJECT; and
- H. WHEREAS, OMNITRANS will operate and maintain the WVC service resulting from implementation of the PROJECT; and
- I. WHEREAS, SBCTA is the lead agency responsible for the delivery of the PROJECT and the primary funding agency for the PROJECT; and
- J. WHEREAS, inclusion of the dedicated lanes along Holt Boulevard are dependent upon securing sufficient funding; and
- K. WHEREAS, OMNITRANS is the FTA grantee for the San Bernardino Valley and SBCTA will be a sub-recipient to OMNITRANS for receipt of FTA funds programmed and allocated to the PROJECT; and
- L. WHEREAS, the overall funding available for transit services in the San Bernardino Valley is fiscally constrained; and
- M. WHEREAS, one purpose of this AGREEMENT is to establish, as designated recipient of FTA funds, OMNITRANS' satisfactory continuing control over PROJECT Property (which consists of assets improved with FTA funds, including

sidewalk and curb ramps) and to establish the respective rights and obligations of the Parties in connection with this AGREEMENT as stated in Attachment F.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree to the following:

### **III. RESPONSIBILITIES OF SBCTA**

SBCTA agrees:

- A. To perform its Covenants and Responsibilities set forth in Article II of MOU 15-1001289 and all other obligations and covenants under MOU 15-1001289, the terms of which are incorporated herein by reference, in addition to the obligations and covenants outlined in this Agreement.
- B. To be lead agency and to diligently undertake Project Environmental Clearance, Design, Right-of-Way Acquisition, Construction, and Project Closeout work for the PROJECT, as further described in Attachment A and per the anticipated schedule shown in Attachment C, including the selection and retention of experienced and qualified consultants, with input and consultation from OMNITRANS, in accordance with all applicable procurement laws and policies. Performance of services under these consultant contracts shall be subject to the technical direction of SBCTA's Director of Transit and Rail, or her designee, with input and consultation from OMNITRANS.
- C. That SBCTA and/or its CONTRACTORS has or will have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete PROJECT. SBCTA and/or its CONTRACTORS shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
- D. To maintain all books, papers, records, and accounting records, including but not limited to all direct and indirect costs allocated to the PROJECT, cost proposals with backup data, and all other material relating to the PROJECT. SBCTA shall, upon request, make all such materials available to OMNITRANS, any representative of FTA or the federal government or their designees, at any reasonable time during the term of the Agreement and continuing for three (3) years from the date of final payment to SBCTA for project expenses. Any contract entered into as a result of this Agreement shall contain all of the provisions of this paragraph.
- E. SBCTA and its contractor(s) will provide OMNITRANS the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
- F. SBCTA will provide OMNITRANS a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements, if requested.

- G. To ensure all memoranda of understanding with local jurisdictions necessary for implementation and maintenance of PROJECT features are executed, in coordination with OMNITRANS' Designated Representative, including continuing control agreements to ensure FTA's continuing control over any property or assets paid for with FTA funds;
- H. To coordinate with the City of Ontario for first and second level reviews related to necessary property acquisitions, to provide all support documents for public hearings related to adoption of Resolutions of Necessity, and to conduct all such hearings, in the event efforts to acquire properties through voluntary acquisition are not successful.
- I. To provide all necessary ROW services to acquire right-of-way for the PROJECT through negotiated purchases of property, or if necessary, through eminent domain. Voluntary acquisitions may be acquired in the name of the jurisdiction in which the property lies.
- J. To contribute to the costs of PROJECT Management, Planning, Environmental, Design, ROW, Construction, and Project closeout phases of the PROJECT an amount not to exceed \$95,000,000.00, as shown in Attachment B. The costs of specific phases are provided in Attachment B, however, under no circumstance is the total combined SBCTA contribution to exceed \$95,000,000.00 without an amendment to this Agreement.
- K. To prepare and submit to OMNITRANS one electronic signed invoice for reimbursement of eligible PROJECT expenses, in order to be reimbursed by OMNITRANS. Invoices may be submitted to OMNITRANS as frequently as every month (to be turned in by the 15th of the month) according to the payment schedule described within Attachment B. The invoice submitted by SBCTA shall be signed by an authorized agent who can duly certify the accuracy of the included information. SBCTA shall not invoice OMNITRANS for an amount in excess of OMNITRANS' maximum obligation of \$32,785,969.00 (\$3,522,226.00 of which has already been spent). SBCTA shall electronically submit the invoice to OMNITRANS' Designated Representative. Each invoice shall include the following information:
  - i. Agreement Number 17-1001638;
  - ii. The total of PROJECT expenditures shall specify the percent and amount of funds to be reimbursed, and include support documentation for all expenses invoiced in consideration of FTA audit requirements;
  - iii. Such other information as requested by OMNITRANS.
- L. To reimburse OMNITRANS for the actual allowable PROJECT management costs relative to the project. Invoices may be submitted to SBCTA as frequently as every month (by the 20<sup>th</sup> of the month) according to the payment schedule described within Attachment B.

- M. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (“GAAP”) to support SBCTA’s request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, Design, ROW, Construction, Landscape Maintenance, and PROJECT closeout work elements, and to produce monthly reports which clearly and accurately identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCTA.
- N. To include designated representatives of OMNITRANS in Project Development Team (PDT) meetings and related communications on PROJECT progress, and to provide OMNITRANS copies of PDT meeting minutes and action items.
- O. To provide OMNITRANS adequate time to review and comment on the Environmental, Design, ROW, Construction, and closeout documents, including the operating and maintenance plan.
- P. To seek and consider input from OMNITRANS’ Designated Representative on PROJECT design features related to OMNITRANS’ operational needs and technology needs at critical points in the PROJECT development, such as the 65% and 90% design submittals, and during development of the operating and maintenance plan for PROJECT.
- Q. To provide to OMNITRANS a summary of all comments and responses on the 65%, 90%, and 100% design packages, including comments made by OMNITRANS, the five cities, and any other stakeholders.
- R. To extend an invitation to OMNITRANS’ Designated Representative to any meetings with stakeholders, the five cities through which the Project traverses, or the FTA, that involve critical design decisions that affect operation of the PROJECT.
- S. To work with OMNITRANS to ensure that the PROJECT design meets OMNITRANS’ operational needs.
- T. To cooperate with OMNITRANS to ensure that any technology specified for the PROJECT is compatible with OMNITRANS’ existing systems and/or will meet OMNITRANS’ technological needs.
- U. To provide to OMNITRANS any other reporting or documentation required by the FTA.
- V. To coordinate with OMNITRANS’ Designated Representative, if needed, for cross-promotion and coordination of public outreach and public information related to the PROJECT.
- W. To keep OMNITRANS’ designated staff representative apprised of any potential controversial issues that are likely to surface as public or elected official comments/communications, so the Parties can coordinate communications/responses.

- X. To plan for and assist in identifying operating and capital funding to pay for the additional service resulting from implementation of the PROJECT, including the proposed additional frequency (15 minute peak and 30 minute off-peak) on local Route 81 or any other increased local bus service agreed to as part of this PROJECT.
- Y. SBCTA shall comply with all applicable FTA grant funding requirements, including, but not limited to, all FTA requirements regarding bidding and contract administration. In addition, SBCTA shall ensure that the PROJECT activities are conducted in accordance with all applicable state, federal and local laws, rules and regulations, with all due diligence, and in a skillful and competent manner. SBCTA will ensure all PROJECT delivery is performed in compliance with FTA's Third Party Contracting Guidance, Circular 4220.1F, and all other applicable requirements as described in this Agreement.
- Z. If it is determined pursuant to an FTA audit that SBCTA has improperly expended any funds provided by OMNITRANS pursuant to this Agreement, SBCTA shall, at the direction of OMNITRANS, reimburse the full amount of such improperly expended funds to FTA or OMNITRANS within thirty (30) days of OMNITRANS' written notice.

#### **IV. RESPONSIBILITIES OF OMNITRANS**

OMNITRANS agrees:

- A. To continue to perform its Responsibilities and Covenants set forth in Article III of MOU 15-1001289 and all other obligations and covenants under MOU 15-1001289, the terms of which are incorporated herein by reference, in addition to the obligations and covenants outlined in this Agreement.
- B. As the FTA grantee, to submit FTA grant applications, mutually agreed upon with SBCTA, for PROJECT implementation needs, and to pass through to SBCTA any FTA grant funds awarded for the PROJECT.
- C. To sign all documents related to any grant application and award, upon receipt of assurances from SBCTA as OMNITRANS may reasonably require.
- D. To contribute to the PROJECT an estimated amount of \$32,785,969.00 (\$3,522,226.00 of which has already been spent) toward the Environmental, Design, ROW, Construction, and Project closeout phases of the PROJECT cost and Project Management of PROJECT, as shown in Attachment B. The costs of specific phases are provided in Attachment B; however, under no circumstances is the total combined OMNITRANS contribution to exceed \$33,437,562.00 without an amendment to this Agreement.
- E. To reimburse SBCTA in the first full week of the month, if SBCTA has submitted its invoice by the 15<sup>th</sup> of the preceding month, covering those actual allowable PROJECT expenditures and management costs incurred by SBCTA. Invoices may be

submitted to OMNITRANS as frequently as every month (by the 15<sup>th</sup> of the month) according to the payment schedule described within Attachment B.

F. In order for OMNITRANS to be reimbursed for OMNITRANS' project management costs relative to PROJECT, OMNITRANS agrees:

- i. To prepare and submit to SBCTA a monthly invoice, by the 20th of each month, with supporting documentation. OMNITRANS' invoice shall include allowable PROJECT costs incurred and paid for by OMNITRANS. The invoice submitted by OMNITRANS shall be signed by an authorized agent who can duly certify the accuracy of the included information.
- ii. The invoice shall be submitted on OMNITRANS' letterhead.
- iii. The invoice shall be submitted by OMNITRANS, in duplicate, to SBCTA's Accounts Payable department. OMNITRANS shall consult with SBCTA's Project Manager about questions regarding non-reimbursable expenses. Each invoice shall include the following information:
  1. Agreement Number 17-1001638;
  2. The total of PROJECT expenditures shall be itemized and include supporting documentation for all expenses invoiced;
  3. Such other information as requested by SBCTA;
  4. That total payments shall not exceed the maximum obligation for OMNITRANS project management costs estimated at \$1,125,544.00 (which includes \$111,530.00 already spent) as identified in Attachment B.

G. To designate a responsible staff member (Designated Representative) in coordinating the involvement of OMNITRANS' departments, attending the PDT meetings, receiving day-to-day communication, and reviewing the PROJECT documents. The OMNITRANS Designated Representative shall:

- i. Provide input on scopes of work for consultants and sit on consultant selection panels;
- ii. Provide OMNITRANS' input and concurrence on the operating and maintenance plan;
- iii. Provide OMNITRANS' input and concurrence on proposed technology for PROJECT;
- iv. Coordinate with SBCTA staff and city staff to execute the required local jurisdiction memorandums of understanding for implementation and maintenance of PROJECT features;
- v. Review and comment on draft and final design plan submittals within twenty-one (21) working days of receipt of the same from SBCTA;

- vi. Provide SBCTA any requested data or information relevant to PROJECT, as quickly as feasible;
  - vii. Provide SBCTA any reasonably requested information relevant to PROJECT regarding planned local bus route operating scenarios;
  - viii. Keep SBCTA's designated staff and consultant representative(s) apprised of any communications with outside stakeholders about the PROJECT, particularly related to any potential controversy or points of conflict related to the PROJECT;
  - ix. Assist SBCTA in actively seeking funding sources for the PROJECT;
  - x. Submit applications for funding sources as the applicant agency if SBCTA is not an eligible applicant for the particular funding source, provided SBCTA timely provides the information needed for the grant application and OMNITRANS concurs with the grant terms; and
  - xi. As the funding recipient/applicant, support SBCTA in reporting to FTA or other funding agencies.
- H. OMNITRANS' Designated Representative is authorized to act on behalf of OMNITRANS for purposes of implementing this Agreement.
- I. Coordinate with SBCTA staff as appropriate to resolve PROJECT matters that arise from any City comments or complaints if required.
- J. To participate in pre-bid, pre-construction, and construction meetings, service startup and system testing procedures, commissioning, punchlist job walks, acceptance procedures, etc., for the PROJECT.
- K. To provide adequate operators, maintenance personnel, and resources necessary to support the punchlist, startup, testing, and commissioning of the PROJECT.
- L. To own and maintain the vehicles, maintenance facility, and station amenities that will be purchased or constructed as part of the PROJECT.
- M. To implement the proposed additional frequency (15 minute peak and 30 minute off-peak) service along existing Route 81 in the City of Rancho Cucamonga between Ontario Mills and Chaffey College at such a time agreed to with SBCTA, contingent on available funding for this level of service.
- N. To provide accurate operating cost estimates (to the best of OMNITRANS' knowledge at the time based on information provided by Parsons Transportation Group, Inc. under the contract assumed by SBCTA pursuant to the AAA agreement) to ensure services to be implemented are within the long-term fiscally constrained revenue projections.
- O. OMNITRANS shall comply with all requirements of the FTA Master Agreement, including submission to the FTA, on a quarterly basis, of reports that document the



status of the PROJECT implementation progress, including task completion status and budget status, provided that SBCTA has timely submitted such information to OMNITRANS as required under this Agreement.

- P. To accept title to properties lawfully acquired and necessary for the completion of the PROJECT and identified in approved PROJECT documents as being turned over to Omnitrans upon: (i) close of escrow for voluntary purchases, or (ii) within thirty (30) days of presentation of quitclaim deeds for property acquired by SBCTA through eminent domain.

## **V. MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, and policies in the applicable program in the Measure I 2010-2040 Strategic Plan in effect as of the Effective Date.
- B. Eligible PROJECT reimbursements shall include only those costs shown within Attachment B and shall be paid in accordance with the Payment Schedule set forth in Attachment B for PROJECT-specific work activities that are described in this Agreement, and shall not include escalation or interest.
- C. Any changes to planned operating costs or operating scenarios affecting operating cost (frequency, span of service, length of route, travel time, number of vehicles, etc.) must be agreed to by both agencies, and any increased allocation to be funded under this Agreement must be approved by the SBCTA Board of Directors.
- D. All eligible and approved costs incurred during each phase of the PROJECT, as required to complete said phase, shall be reimbursed through the funding identified. In addition, should some unforeseen circumstance beyond the control of the Parties occur, such as a loss in PROJECT funding during any phase of the PROJECT, then either Party may give written notice of its intent to cancel its funding commitment through an amendment or termination of the Agreement, and all eligible costs to date will be reimbursed through the available funds identified for the PROJECT. In the event of such a loss of funding, OMNITRANS shall authorize full payment to the SBCTA for all services performed which have been previously approved and actually incurred by SBCTA at the time of termination, which amount shall not exceed the reasonable value of the work completed. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion.
- E. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by OMNITRANS under or in connection with any work, authority or jurisdiction delegated to OMNITRANS under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, OMNITRANS shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees

or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by OMNITRANS under or in connection with any work, authority or jurisdiction delegated to OMNITRANS under this Agreement.

- F. Neither OMNITRANS nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA and under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless OMNITRANS, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA, its consultants, contractors or agents under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.
- G. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- H. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Party and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- I. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow and keep apprised of all applicable local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- J. The Parties agree that each Party and any authorized representative, designated in writing by the respective Party, upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates, or b) PROJECT completion, whichever occurs first.
- K. If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- L. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- M. Due to the specific nature of the responsibilities and obligations of the Parties under this Agreement, neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party

without the prior written consent of the other Party, which consent may be withheld in its sole and absolute discretion. Any attempt of assignment without the other Party's consent shall be deemed void and of no force and effect.

- N. No waiver of any default shall constitute a waiver of any covenant or condition of this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- O. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorneys' fees relative to paragraphs E and F (related to Indemnity) of this Section V.
- P. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement shall be effective on the date it is fully executed by SBCTA and OMNITRANS ("Effective Date").
- Q. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

## **VI. ADDITIONAL PROVISIONS**

- A. AMENDMENTS: No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successor in interest, expressing by its terms an intention to modify this Agreement.
- B. SUCCESSORS: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- C. EXHIBITS AND ATTACHMENTS: All exhibits and attachments referred to in this Agreement are attached and incorporated by reference.
- D. CAPTIONS AND COVER PAGE: The paragraph captions and the cover page of this Agreement shall have no effect on its interpretations.
- E. SEVERANCE: If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect, provided, however, that the purpose of the Agreement is not frustrated. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

F. NOTICES: Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail or email. Any such notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated two (2) working days from the time of mailing if mailed as provided in this paragraph, and upon delivery, if personally delivered. Notice given by electronic mail must be confirmed by return electronic mail to be deemed effective.

OMNITRANS's address: P. Scott Graham  
Chief Executive Officer/General Manager  
1700 West Fifth Street  
San Bernardino, CA, 92411  
[Scott.Graham@omnitrans.org](mailto:Scott.Graham@omnitrans.org)

SBCTA's address: Carrie Schindler, PE  
Director of Transit and Rail Programs  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410  
[cschindler@gosbcta.com](mailto:cschindler@gosbcta.com)

G. SURVIVAL: The obligations of the Parties, which, by their nature, continue beyond the term of this Agreement, will survive the termination of this Agreement.

H. INTERPRETATIONS: As this Agreement was jointly prepared by both Parties, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either Party hereto.

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 17-1001638  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and OMNITRANS**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**OMNITRANS**

By: \_\_\_\_\_  
Alan D. Wapner  
Board President

By: \_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julianna K. Tillquist  
Assistant General Counsel

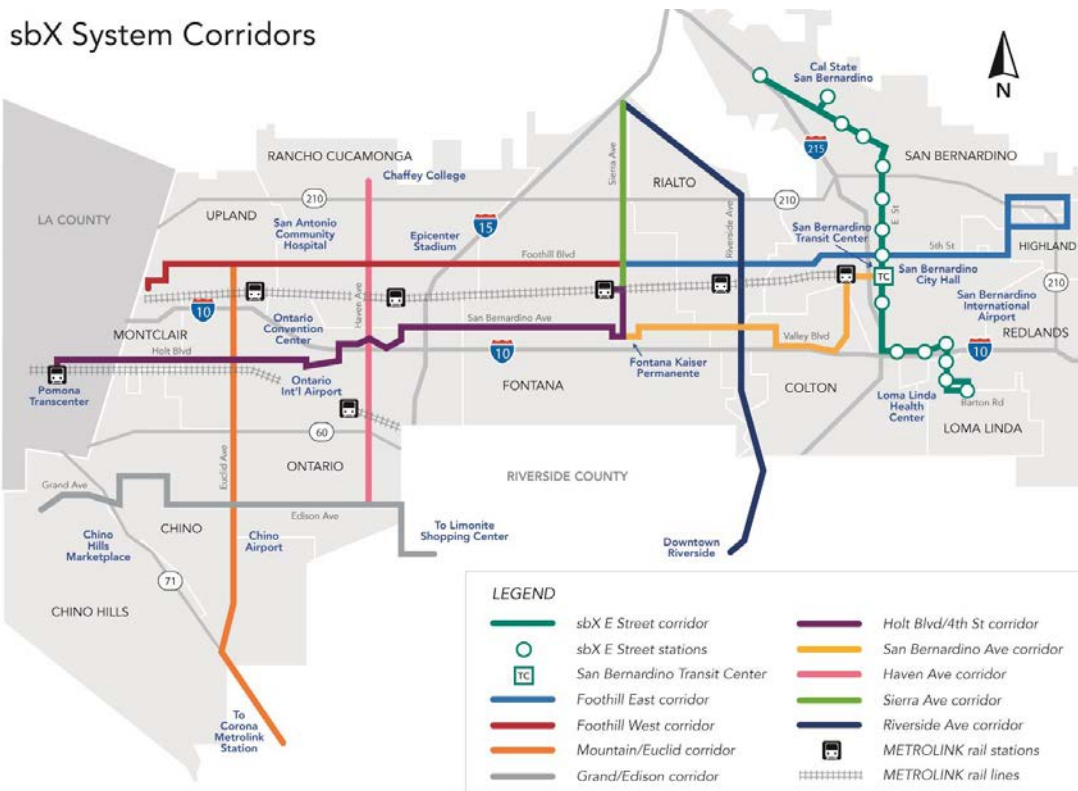
By: \_\_\_\_\_  
Haviva Shane  
Omnitrans General Counsel

CONCURRENCE:

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

## Attachment A Project Scope

- A. The West Valley Connector Corridor is a Bus Rapid Transit line located in the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. The purpose of the Project is to improve the speed and quality of public transit service in the western San Bernardino Valley.
- B. The West Valley Connector Corridor will be the second bus rapid transit line to be operated by Omnitrans as part of the sbX (San Bernardino Valley Express) bus rapid transit system. The first corridor, the “E Street” sbX Green Line, began operating in the cities of San Bernardino and Loma Linda in April 2014. The corridor system map is shown below.



- C. The West Valley Connector Corridor alignment (shown as Attachment C) is proposed to be constructed in two phases. Each of the phases combines portions of up to four of the corridor alignments identified in Omnitrans’ System-wide Transit Corridors Plan for the San Bernardino Valley, produced in 2004 and updated in 2010. These corridors are currently covered by portions of Omnitrans’ existing Routes 61 and 66, two of the highest-ridership routes in Omnitrans’ system.
  - i. Phase 1 (Pomona Downtown Stations to Rancho Cucamonga Victoria Gardens) will combine portions of the “Holt / 4th St” corridor and the “Foothill West” corridor.

- ii. Phase 2 (Ontario Airport to Fontana Kaiser) will combine portions of the “Holt / 4th St” corridor, the “Haven Ave” corridor, the “Foothill West” corridor, and the “Sierra Ave” corridor.
- D. The Alternatives Analysis Summary Report completed by Parsons Transportation Group in September 2014 outlined the feasible alternatives studied for the corridor. The alternatives were subsequently adjusted and the SBCTA Board of Directors approved the recommended alternative on May 3, 2017. It includes the two-phased alignment and station locations shown in Attachment C, as well as the project components listed below.
  - i. Pedestrian improvements for access to stations, including concrete boarding area;
  - ii. Stations consisting of the following station components:
    - a. sbX branded pylon;
    - b. Shelter/canopy with wind screen;
    - c. Benches;
    - d. Map/schedule/advertising illuminated display case;
    - e. Pedestrian wayfinding signage;
    - f. Trash receptacle;
    - g. Variable message sign;
    - h. Lighting;
    - i. Functional public art at select stations;
    - j. Minimal landscaping at stations;
    - k. Reinforced concrete bus pads in outside lane pavement;
    - l. Surveillance cameras, emergency telephones, and public address system;
  - iii. Center-running dedicated lanes along 3.5 miles of Holt Boulevard in the City of Ontario, including right-of-way acquisition, widening, and utilities, and construction of six 6 center median stations. This component is dependent on securing adequate funding.
  - iv. New Maintenance Facility appropriate for maintaining and storing the West Valley Connector Phase 1 alignment vehicles.
  - v. Purchase of new vehicles as needed for Phase 1 alignment of the West Valley Connector project.
  - vi. Transit signal priority (TSP) system;
  - vii. Any utility work necessary for all components of the Project;
  - viii. Equipment shall be compatible with Omnitrans’ existing systems, and meet the needs of Omnitrans’ departments, customers, and each of the five cities. Everything specified in the project design must be compliant with applicable laws and consistent with the below-listed guidance and regulations:

- a. Omnitrans Transit Design Guidelines (2013) - <http://www.omnitrans.org/about/reports/>
  - b. Crime Prevention Through Environmental Design - Crime Prevention Through Environmental Design (CPTED) for Transit Facilities, APTA SS-SIS-RP-007-10, Approved June 24 , 2010, APTA Transit Infrastructure, Security Work Group
  - c. Americans with Disabilities Act – current design standards per FTA and State of California
  - d. Current FTA Circular 4220.1F, including Buy America 49 CFR Part 661, NEPA, and Section 5309 Capital Investment Grants (Small Starts) guidance
  - e. Current State of California guidance including Caltrans Highway Design Manual, Manual on Uniform Traffic Control Devices, CEQA guidance, and any relevant State legislation
- E. The above-listed project scope is flexible and may be amended in writing through an amendment to this Agreement.



**Attachment B**  
**Project Capital Costs and Funding Shares**

<b>PRELIMINARY ESTIMATED CAPITAL COST</b>	
<b>Phase</b>	<b>Costs<sup>1</sup></b>
<b>WVC Corridor</b>	
Environmental & Design	\$ 8,488,045
Right-of-Way and Utilities	\$ 77,886,509
Construction Support	\$ 8,987,895
Construction Capital	\$ 69,288,666
Vehicles	\$ 23,730,000
Subtotal	\$ 188,381,115
<b>Bus Maintenance &amp; Storage Facility</b>	
Environmental and Design	\$ 2,100,000
ROW and ROW Support	\$ 3,587,500
Construction Support	\$ 1,969,922
Construction Capital	\$ 15,759,375
Subtotal	\$ 23,416,797
<b>Program</b>	
Program Management	\$ 5,976,544
Omnitrans Project Management	\$ 1,125,544
Subtotal	\$ 7,102,088
<b>Capital Cost Total</b>	<b>\$ 218,900,000</b>

<sup>1</sup>Costs are based on preliminary project cost estimate approved at SBCTA BOD on May 3, 2017 which includes a 2.5% escalation rate compounded annually.

**Attachment B**  
**Project Capital Costs and Funding Shares**

<b>CAPITAL FUNDING SHARES</b>	
<b>Secured Sources</b>	
<b>SBCTA</b>	
Measure I BRT	\$ 95,000,000
<b>Subtotal</b>	<b>\$ 95,000,000</b>
<b>Omitrans</b>	
Mid-Valley Land	\$ 25,098,407
Mid-Valley Capital	\$ 5,854,578
Ontario Station 5309 Earmark	\$ 210,000
Bus Replacement Funds	\$ 1,622,984
<b>Subtotal</b>	<b>\$ 33,437,562</b>
<b>City of Ontario</b>	
Measure I Arterial Funds	\$ 5,000,000
In-Kind: SCE Undergrounding	\$ 4,300,000
In-Kind: Land Contribution	\$ 3,500,000
<b>Subtotal</b>	<b>\$ 12,800,000</b>
<b>Optimistic Funding</b>	
<b>SBCTA</b>	
CMAQ	\$ 10,000,000
<b>Subtotal</b>	<b>\$ 10,000,000</b>
<b>City of Ontario</b>	
Cap and Trade Grant Funding	\$ 5,000,000
<b>Subtotal</b>	<b>\$ 5,000,000</b>
<b>City of Pomona</b>	
Call for Projects	\$ 1,500,000
<b>Subtotal</b>	<b>\$ 1,500,000</b>
<b>FTA</b>	
Small Starts Grant	\$ 61,162,438
<b>Subtotal</b>	<b>\$ 61,162,438</b>
<b>Capital Funding Shares Total</b>	<b>\$ 218,248,407</b>

**Attachment C**  
**Project Milestone and Anticipated Schedule (subject to modification)**

Milestone	Schedule	
Transfer of Project	JUL - 2017	JUL - 2017
Environmental Approval	MAY - 2017	MAR - 2018
Design (Phase 1)	NOV - 2017	MAY - 2019
ROW (Phase 1)	APR - 2018	AUG - 2019
Construction (Phase 1)	JUL - 2019	DEC - 2022
Commence Operations	DEC - 2022	DEC - 2022

**Attachment D-NOT USED**

**Attachment E**

**Conceptual Layout**



## **Attachment F**

### **Continuing Control**

This section applies to any parties who will own, maintain, or use the PROJECT Property, including the cities that own the right-of-way for the PROJECT.

Use and Control of PROJECT Property:

- A. In General - OMNITRANS shall maintain satisfactory continuing control over the PROJECT Property, or shall transfer such obligation as specified in paragraph (D) below, for its useful life, to carry out the authorized purpose of the PROJECT for which Federal funds were used, in accordance with FTA requirements and grant conditions. Continuing control of PROJECT Property shall mean ensuring that such property is properly used and safeguarded solely for FTA authorized purposes, except for any incidental use as specified below.
- B. Period of Continuing Control – OMNITRANS’ exercise of continuing control over the PROJECT Property shall continue for the useful life of the PROJECT Property and for as long as the PROJECT Property is needed, in OMNITRANS’ judgment, for the PROJECT purposes for which the FTA funds were expended, and shall include any time period necessary to dispose of the PROJECT Property in accordance with FTA requirements and procedures. FTA Award Management Requirements Circular (FTA Circular 5010.1E) provides factors for determining the “useful life” of PROJECT property, including type of construction, nature of the equipment used, historical use patterns, and technological developments. Decisions related to useful life of PROJECT Property shall be made in accordance with Circular 5010.1E, and any other applicable FTA guidance.
- C. Use - SBCTA agrees to use the PROJECT Property for appropriate PROJECT purposes to support public transportation activities. SBCTA agrees to notify OMNITRANS prior to withdrawing any PROJECT Property from PROJECT use, or when any PROJECT Property is used in a manner substantially different from that identified and agreed to in this AGREEMENT.
- D. Maintenance - SBCTA agrees to maintain PROJECT Property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives. SBCTA will transfer maintenance responsibility to the appropriate cities and OMNITRANS when the PROJECT Property is transferred to cities and OMNITRANS.
- E. Records - SBCTA agrees to keep satisfactory records of the use of the PROJECT Property, and upon request, to submit to OMNITRANS such

information as may be required by the FTA to ensure continuing control and assure compliance with FTA's Master AGREEMENT, until the PROJECT Property is transferred to cities and OMNITRANS.

- F. Incidental Use - Any incidental use of PROJECT Property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use for non-transit purposes must be compatible with the PROJECT and be approved by FTA in coordination with OMNITRANS .
- G. Transfer or Lease of Property - Any transfer or lease of Project Property, such as to cities and OMNITRANS, shall be coordinated and approved by OMNITRANS.
- H. Title to PROJECT Property - SBCTA shall retain title to PROJECT Property until it is transferred to the appropriate cities and OMNITRANS.

ITEM # \_\_\_\_\_ E16

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**FROM:** Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE RELEASE - IFB-MNT18-15  
CUMMINS ENGINE PARTS**

### **FORM MOTION**

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT18-15 for the provision of Cummins Engine Parts for a three (3) year base period with two (2) single option years.

### **BACKGROUND**

Omnitrans owns, operates, and maintains New Flyer buses. Cummins engine parts delivered under the contract(s) resulting from this solicitation will be used in the repair and maintenance of the bus engines.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements exceeding \$150,000. The Independent Cost Estimate for this project is \$2,944,000 for five years, if all options are exercised.

### **FUNDING SOURCES**

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

Department	1200
Expenditure Code	504010

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



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

### **CONCLUSION**

By proceeding with this solicitation, Omnitrans will have the ability to repair and maintain its fleet of buses.

PSG:EFP:CVM

ITEM # E17

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**FROM:** Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – IFB-MNT18-51  
ALLISON TRANSMISSION PARTS**

**FORM MOTION**

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT18-51 for the provision of Allison Transmission Parts for a three (3) year base period with two (2) single option years.

**BACKGROUND**

Omnitrans owns, operates and maintains a fleet of New Flyer buses with Allison Transmissions that require transmission parts. Parts delivered under the contract(s) resulting from this solicitation will be used in the repair and maintenance of bus transmissions.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements for good/services exceeding \$150,000. The Independent Cost Estimate for this project is \$273,000 for five years, if all options are exercised.

**FUNDING SOURCE**

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

Department Number	1200
Expenditure Code	504010

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

Short Range Transit Plan/Strategic Initiative Supported - SRTP Goal: expand, maintain and improve existing vehicles, facilities and passenger amenities.

## **CONCLUSION**

By proceeding with this solicitation, Omnitrans will have the ability to repair and maintain Omnitrans' fleet of buses.

PSG:EFP:KNT

ITEM # E18

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**FROM:** Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE ASSIGNMENTS – CONTRACTS MNT13-16A, CUMMINS ENGINE PARTS; MNT17-01E AND MNT17-01J, REBUILT PARTS AND SERVICES; MNT17-24C, JOHN DEERE BUS PARTS II; MNT18-06E, BUS FILTERS; MNT18-13, ELECTRONIC CONTROL MODULES; AND MNT17-57C, UNIFORM AND TEXTILE SERVICES**

### **FORM MOTION**

Authorize the CEO/General Manager to approve the assignment of Contracts:

MNT17-01J awarded November 2, 2016 to Custom Turbo Rebuilding, Inc. for the provision of Rebuilt Parts and Services, and MNT17-24C awarded November 2, 2016 to Custom Turbo Rebuilding, Inc. for the provision of John Deere Bus Parts II, to Diesel Exhaust & Emissions, LLC, of Santa Fe Springs, CA; and

MNT13-16A awarded March 6, 2013 to Cummins Pacific, LLC for the provision of Cummins Engine Parts, MNT17-01E awarded November 2, 2016 to Cummins Pacific, LLC for the provision of Rebuilt Parts and Services, MNT18-06E awarded July 12, 2017 to Cummins Pacific, LLC for the provision of Bus Filters, and MNT18-13 awarded September 6, 2017 to Cummins Pacific, LLC for the provision of Electronic Control Modules, all to Cummins, Inc. (CMI) of Columbus, IN effective January 1, 2018; and

MNT17-57C awarded September 6, 2017 to G&K Services for the provision of Uniform and Textile Services to Cintas Corporation.

### **BACKGROUND**

Omnitrans has received notifications of the aforementioned acquisitions and their agreements to assume and perform all of the obligations and liabilities of the assigned contracts.

Contractor reassignments must be approved by Omnitrans. As these contracts were approved by the Board of Directors, Board action is required.

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

### **FUNDING SOURCES**

There is no additional cost associated with these assignments.  
Short Range Transit Plan/Strategic Initiative Supported – N/A

### **CONCLUSION**

Approval of these assignments will allow Omnitrans to continue to provide Cummins Engine Parts, John Deere Parts, Rebuilt Parts and Services, Bus Filters and Electronic Control Modules for its fleet of buses and uniform and textile services.

PSG:EFP:CVM

AMENDMENT 5  
TO CONTRACT MNT13-16A  
BETWEEN  
OMNITRANS  
AND  
CUMMINS CAL PACIFIC, LLC.

*Cummins Engine Parts*

This Contract Amendment 5, effective January 1, 2018 is entered into by and between Omnitrans (hereinafter called "Omnitrans") and Cummins Cal Pacific, LLC. (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Omnitrans and Contractor have entered into Contract No. MNT13-16A on April 1, 2013; and
- II. Omnitrans and Contractor amended the contract under Amendment 1, to increase the contract amount by \$80,000 for a not-to-exceed amount of \$480,000.
- III. Omnitrans and Contractor amended the contract under Amendment 2, to exercise Option Year One extending the contract end date to March 6, 2017, increase unit pricing four percent, and increase the contract amount by \$489,000 for a new not-to-exceed amount of \$969,000.
- IV. Omnitrans and Contractor amended the contract under Amendment 3, to exercise Option Year Two extending the contract end date to March 6, 2018, increasing unit pricing 6.5 percent, and increasing the contract amount by \$375,000 for a new not-to-exceed amount of \$1,344,000.
- V. Omnitrans and Contractor amended the contract under Amendment 4, to update contact information.
- VI. Section 10, ASSIGNMENT, states that the services may not be assigned without prior written consent of Omnitrans. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Omnitrans' consent to assign contract to Cummins, Inc.

NOW THEREFORE, in consideration of the forgoing, Omnitrans agrees as follows:

- I. Omnitrans consents to the assignment by Contractor of Agreement as represented by its acquisition with Cummins, Inc.
- II. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 5 to be executed on the date shown below, and effective as written above.

OMNITRANS

CUMMINS, INC.

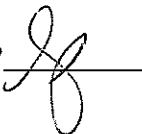
\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
Chris Young  
General Sales Mgr., Bus Business

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Federal Tax ID No: 35-0257090

IDP  \_\_\_\_\_

AMENDMENT 1  
TO CONTRACT MNT17-01E  
BETWEEN  
OMNITRANS  
AND  
CUMMINS CAL PACIFIC, LLC.

*Rebuilt Parts and Services*

This Contract Amendment 1, effective January 1, 2018 is entered into by and between Omnitrans (hereinafter called "Omnitrans") and Cummins Cal Pacific, LLC. (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Omnitrans and Contractor have entered into Contract MNT17-01E on February 8, 2017; and
- II. Section 12, ASSIGNMENT, states that the services may not be assigned without prior written consent of Omnitrans. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Omnitrans' consent to assign contract to Cummins, Inc.

NOW THEREFORE, in consideration of the forgoing, Omnitrans agrees as follows:

- I. Omnitrans consents to the assignment by Contractor of Agreement as represented by its acquisition with Cummins, Inc.
- II. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 1 to be executed on the date shown below, and effective as written above.

OMNITRANS

CUMMINS, INC.


\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
Chris Young  
General Sales Mgr., Bus Business

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

IDP



Federal Tax ID No: 35-0257090



CONTRACT AMENDMENT 1  
TO  
CONTRACT MNT17-01J  
BETWEEN  
OMNITRANS  
AND  
CUSTOM TURBO REBUILDING, INC.

*Rebuilt Parts and Services*

This Contract Amendment 1, effective \_\_\_\_\_ entered into by and between Omnitrans (hereinafter called "Omnitrans") and Custom Turbo Rebuilding, Inc., (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Omnitrans and Contractor entered into Contract MNT17-01J on November 1, 2016;
- II. Section 12, ASSIGNMENT, states that the services may not be assigned without prior written consent of Omnitrans. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Omnitrans' consent to assign contract to Diesel Exhaust & Emissions, LLC.

NOW THEREFORE, in consideration of the forgoing, Omnitrans agrees as follows:

- I. Omnitrans consents to the assignment by Contractor of Agreement as represented by its acquisition with Diesel Exhaust & Emissions, LLC.
- II. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 1 to be executed on the date shown below, and effective as written above.

OMNITRANS

DIESEL EXHAUST & EMISSIONS, LLC

\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

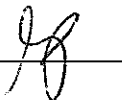
\_\_\_\_\_  
Jeremy Ostrander  
President/CEO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Federal Tax ID No: 11-3806775

IDP \_\_\_\_\_



CONTRACT AMENDMENT 1  
TO  
CONTRACT MNT17-24C  
BETWEEN  
OMNITRANS  
AND  
CUSTOM TURBO REBUILDING, INC.

*John Deere Bus Parts II, Inc.*

This Contract Amendment 1, effective \_\_\_\_\_ entered into by and between Omnitrans (hereinafter called "Omnitrans") and Custom Turbo Rebuilding, Inc., (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Omnitrans and Contractor entered into Contract MNT17-24C on December 27, 2016; and
- II. Section 12, ASSIGNMENT, states that the services may not be assigned without prior written consent of Omnitrans. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Omnitrans' consent to assign contract to Diesel Exhaust & Emissions, LLC.

NOW THEREFORE, in consideration of the forgoing, Omnitrans agrees as follows:

- I. Omnitrans consents to the assignment by Contractor of Agreement as represented by its acquisition with Diesel Exhaust & Emissions, LLC.
- II. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 1 to be executed on the date shown below, and effective as written above.

OMNITRANS

DIESEL EXHAUST & EMISSIONS, LLC

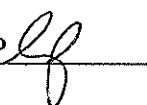
\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
Jeremy Ostrander  
President/CEO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Federal Tax ID No: 11-3806775

IDP 

AMENDMENT 1  
TO CONTRACT MNT18-06E  
BETWEEN  
OMNITRANS  
AND  
CUMMINS CAL PACIFIC, LLC.

*Bus Filters*

This Contract Amendment 1, effective January 1, 2018 is entered into by and between Omnitrans (hereinafter called "Omnitrans") and Cummins Cal Pacific, LLC. (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Omnitrans and Contractor have entered into Contract MNT18-06E on July 19, 2017; and
- II. Section 12, ASSIGNMENT, states that the services may not be assigned without prior written consent of Omnitrans. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Omnitrans' consent to assign contract to Cummins, Inc.

NOW THEREFORE, in consideration of the forgoing, Omnitrans agrees as follows:

- I. Omnitrans consents to the assignment by Contractor of Agreement as represented by its acquisition with Cummins, Inc.
- II. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 1 to be executed on the date shown below, and effective as written above.

OMNITRANS

CUMMINS, INC.

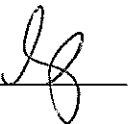
\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
Chris Young  
General Sales Mgr., Bus Business

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

IDP



Federal Tax ID No: 35-0257090

AMENDMENT 1  
TO CONTRACT MNT18-13  
BETWEEN  
OMNITRANS  
AND  
CUMMINS CAL PACIFIC, LLC.

*Electronic Control Modules*

This Contract Amendment 1, effective January 1, 2018 is entered into by and between Omnitrans (hereinafter called "Omnitrans") and Cummins Cal Pacific, LLC. (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Omnitrans and Contractor have entered into Contract MNT18-13 on September 13, 2017; and
- II. Section 12, ASSIGNMENT, states that the services may not be assigned without prior written consent of Omnitrans. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Omnitrans' consent to assign contract to Cummins, Inc.

NOW THEREFORE, in consideration of the forgoing, Omnitrans agrees as follows:

- I. Omnitrans consents to the assignment by Contractor of Agreement as represented by its acquisition with Cummins, Inc.
- II. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 1 to be executed on the date shown below, and effective as written above.

OMNITRANS

CUMMINS, INC.

\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
Chris Young  
General Sales Mgr., Bus Business

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Federal Tax ID No: 35-0257090

IDP \_\_\_\_\_



CONTRACT AMENDMENT 1

TO

CONTRACT MNT17-57C

BETWEEN

OMNITRANS

AND

G&K SERVICES, INC.

*Uniform and Textile Services*

This Contract Amendment 1, effective \_\_\_\_\_ entered into by and between Omnitrans (hereinafter called "Omnitrans") and G&K Services, Inc., (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Omnitrans and Contractor entered into Contract MNT17-57C on October 1, 2017; and
- II. Section 12, ASSIGNMENT, states that the services may not be assigned without prior written consent of Omnitrans. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Omnitrans' consent to assign contract to Cintas Corporation.

NOW THEREFORE, in consideration of the forgoing, Omnitrans agrees as follows:

- I. Omnitrans consents to the assignment by Contractor of Agreement as represented by its acquisition with Cintas Corporation.
- II. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 1 to be executed on the date shown below, and effective as written above.

OMNITRANS

CINTAS CORPORATION

\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
Victor Ahumada  
Branch Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Federal Tax ID No: 88-0337154

IDP 

ITEM # E19

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**FROM:** Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT18-31  
FLUID ANALYSIS SERVICES**

### **FORM MOTION**

Authorize the CEO/General Manager to award Contract MNT18-31 to Tribologik Corporation, of Hammond, IN, for the provision of Fluid Analysis Services for a three (3) year base period beginning November 2017, with the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI), extending the contract to no later than November 2022, in the amount of \$76,700, plus a ten percent contingency of \$7,670, for a total amount not-to-exceed \$84,370, should all option years be exercised.

### **BACKGROUND**

Omnitrans requires fluid analysis services for the testing of engine oil, transmission oil, hydraulic oil, diesel fuel, and coolant samples from approximately three hundred (300) pieces of equipment. Fluid analysis is utilized to verify all fluid specifications are met to avoid damaging equipment and voiding warranties. Samples are taken from storage tanks, buses, and support vehicles.

On August 11, 2017, Omnitrans' staff released Request for Quotes RFQ-MNT18-31, which was posted on Omnitrans' online bidding system. Two (2) bids were received by the September 13, 2017 deadline and both bids were found to be responsive.

Listed below are the bid prices from lowest to highest:

<b>Company Name</b>	<b>Total Base Period Amount</b>
Tribologik Corporation, Hammond, IN	\$ 46,020.00
ALS Services USA, Corporation, Houston, TX	\$ 80,748.00

Option year pricing will be adjusted up or down annually in accordance with the Consumer Price Index (CPI). Award is recommended to the lowest, responsive, responsible bidder. Price is deemed to be fair and reasonable through competition.

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

### **FUNDING SOURCE**

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

Department	1200
Expenditure Code	503110

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

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

### **CONCLUSION**

By proceeding with this award, Omnitrans will avoid damaging equipment and voiding warranties.

PSG:EFPAJ

ITEM #           F1          

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**SUBJECT: CEO/GENERAL MANAGER'S REPORT**

As mentioned in an e-mail notification to the Board on 9 October, Jack Dooley, Director of Maintenance, passed away after suffering injuries from a fall. Jack was attending the American Public Transportation Association Annual Expo. Jack had been with Omnitrans for 32 years. Private graveside services were held on 20 October. He will be missed.

The California Transit Association' Annual Conference and Expo is being held 8 -10 November in Riverside. Nicole Ramos, Omnitrans Marketing Manager, will be a panelist for one of the educational sessions on "Managing Community Perception and Public Participation". This panel will discuss what campaigns and community engagement processes are being utilized to positively impact our agencies' images and build public trust.

Omnitrans would like to welcome Council Member Art Bennett from the City of Chino Hills as the permanent representative on the Omnitrans Board, and Council Member Cynthia Moran as the new Alternate Member from Chino Hills. The City of Montclair recently appointed John Dutrey as their new permanent Omnitrans Board Member and Trisha Martinez as the new Alternate Member.



ITEM #       F2      

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**SUBJECT: PROPOSED OMNITRANS BYLAWS**

**FORM MOTION**

Adopt proposed Omnitrans bylaws.

**BACKGROUND**

The Board adopted the Amended and Reinstated Joint Powers Agreement on July 1, 2016 (the “JPA Agreement”), which defines the powers and responsibilities of the Authority. The JPA Agreement provides that the Board shall adopt rules and regulations for the conduct of business. It is therefore recommended that the Omnitrans Bylaws be established.

By establishing bylaws, the Authority will have clear and definitive information readily available as to the Authority Board and Committee Member structures. The bylaws also outline clear rules and requirements for each of the participating Members as well as guidelines for conducting meetings.

At the September 1, 2017 Executive Committee Meeting, the Committee reviewed the draft bylaws in detail, and recommended revisions to the bylaws. In addition, Board Member Wapner suggested inclusion of provisions in the bylaws to address teleconferencing. The bylaws have been updated and revised to include provisions related to teleconferencing, and to address the other changes raised by the Executive Committee.

At the October 6, 2017 Executive Committee Meeting, the Committee reviewed the revised bylaws, and directed one additional change to the bylaws to clarify the limited duration for Ad Hoc Committees. Language was included to specify that an Ad Hoc Committee is to be dissolved upon completion of the work or task for which the Ad Hoc Committee was formed.

## **CONCLUSION**

Approval of the proposed Omnitrans' Bylaws will improve clarity and ensure compliance with the JPA Agreement.

PSG

Attachment

## **BYLAWS OF OMNITRANS**

### **1.0 AUTHORIZING AUTHORITY**

- 1.1 The Omnitrans Joint Powers Authority (hereinafter referred to as “Omnitrans” or “Authority”), is a California public agency formed pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code) through that certain joint powers agreement titled “Amended and Restated Joint Powers Agreement between the County of San Bernardino and the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa Creating a County Wide Transportation Authority to be Known as ‘Omnitrans’”, dated July 1, 2016 (hereinafter referred to as the “Joint Powers Agreement”).

### **2. OFFICE OF OMNITRANS**

#### **PRINCIPAL OFFICE**

- 2.1 The principal office of Omnitrans, its Board of Directors (hereinafter sometimes referred to as the “Board”), and its Secretary, shall be located at 1700 W. Fifth Street, San Bernardino, California 92411.

#### **SUB OFFICES**

- 2.2 The Board may at any time establish sub offices at such other places, within the territory served by Omnitrans, as shall be designated from time to time by the Board in order to further the purposes of the Omnitrans and the efficiency of its operations.

### **3.0 GOVERNING BOARD**

- 3.1 Omnitrans shall be administered by the Board. The membership shall consist of an officially designated Mayor or Council Member from each of Omnitrans’ fifteen (15) member Cities, and four (4) seats shall be held by officially designated members from the Board of Supervisors who currently hold the office of Supervisor of the County of San Bernardino. Each City representative may have one alternate who shall be a Mayor or City Council Member officially designated by the City Council. The County representatives may have one alternate who shall be a County Supervisor.
- 3.2 If the officially designated Board member ceases to hold his or her elected position on the City Council or Board of Supervisors, as applicable, such individual’s membership on the Board shall automatically terminate.

#### **4.0 BOARD OFFICERS; TERMS OF OFFICE**

- 4.1 The Board, at its first meeting, and biannually thereafter at the first meeting in June, shall elect a Chair who shall preside at all meetings, and a Vice-Chair who shall preside in his/her absence. The Chair and the Vice-Chair shall serve two-year terms. Notwithstanding the foregoing, the Vice-Chair shall become Chair for the subsequent two-year term in the absence of a vote by the Board to the contrary. Alternates shall not be entitled to serve as Chair or Vice Chair.
- 4.2 The Chair shall serve as the designated spokesperson for the Omnitrans Board.
- 4.3 If a vacancy of the Chair position occurs, the Vice Chair shall automatically assume the role of Chair. If a vacancy of the Vice Chair position occurs, the Board shall elect a replacement officer at its next Board meeting.
- 4.4 If extenuating circumstances exist where neither the Chair nor the Vice Chair is present, or able to act, the following protocol shall be in place.
  - 4.4.1 If neither the Chair nor Vice Chair is available, the Chief Executive Officer/General Manager shall call the Board meeting to order if a quorum of members is present. The Board, by majority vote, shall appoint an acting Chair *pro tem* for purposes of presiding over the Board meeting.
- 4.5 The Secretary shall be the Chief Executive Officer/General Manager of Omnitrans. The Treasurer shall be the Chief Executive Officer/General Manager. The Attorney shall be designated by the Board.

#### **5.0 BOARD MEETINGS**

- 5.1 A quorum for Board meetings shall consist of the majority of the membership of the Board, except that all County representatives on the Board shall be counted as one for the purpose of establishing a quorum. Less than a quorum may adjourn from time to time.
- 5.2 All meetings of the Board shall be held at its principal office, unless a different location is designated in the meeting agenda, properly posted as hereinafter provided.
- 5.3 Regular meetings of the Board shall be held the first Wednesday of each month at 8:00 a.m., unless otherwise specified in the posted agenda.

## **6.0 COMMITTEES**

### **AUTHORITY OF COMMITTEES**

- 6.1 Committees are established as an advisory unit and shall not act on behalf of the Board. Committees shall review items brought before them and make recommendations to the full Board, which has the legal responsibility for making decisions and policies of Omnitrans.

### **FORMATION AND DISSOLUTION OF STANDING COMMITTEES**

- 6.2 Formation of a new standing Committee ("Committee") will be brought forth to the Executive Committee for discussion, and if approved, will be forwarded to the full Board for review and approval. Dissolution of a Committee shall be subject to the same process.

### **COMPOSITION OF COMMITTEES AND PROCEEDINGS**

- 6.3 The Board Chair shall appoint Committee Chairs and Committee members, up to a maximum of seven members per Committee.
- 6.4 Omnitrans has the following four standing Committees:
- 6.4.1 Administrative and Finance Committee (A&F) – Oversees matters pertaining to finance, audit, budget, policies, contracts, human resources, procurement, and general administration, including review of key performance indicators (KPI).
  - 6.4.2 Plans and Programs Committee (PPC) – Oversees the functional areas of service planning, short – and long-range transit planning, service policies and standards, major investment studies and various transportation projects.
  - 6.4.3 Operations and Safety Committee (O&S) - Oversees the Authority's safety, security and emergency management programs to ensure that facilities, equipment and operations are safe and secure for passengers, employees and the public.
  - 6.4.4 Executive Committee (EXEC) – Includes the Board Chair, the Board Vice Chair, the Chair of each committee, and the Immediate Past Chair. Committee Chairs are appointed by the Board Chair.
- 6.5 Committee meeting schedules shall be recommended by the Authority and adopted by the Committee. If a regular meeting schedule is not adopted and Omnitrans determines a meeting of the Committee is necessary, with approval of the Committee Chair, Omnitrans shall poll

Committee Members to select a meeting date and time and determine whether a quorum is achievable. A meeting will not be scheduled unless a quorum has been determined.

- 6.6 A majority of the members of a Committee shall constitute a quorum for the purpose of transacting business of the Committee. Matters heard by the Committee that require action by the Board may be recommended to the Board by the vote of a majority of the committee members present at a Committee meeting. If unable to recommend approval of a matter, the Committee may direct that the item be forwarded to the Board of Directors for action without a recommendation by the Committee.
- 6.7 Any Board Member may attend and participate in a Committee meeting; however only Committee Members in attendance count toward a quorum and can vote on Committee agenda items. Notwithstanding the foregoing, if a majority of the Board is in attendance at a Committee meeting, the Board members who are not members of the Committee may attend only as observers.
- 6.8 The Board Chair and Vice-Chair shall act as non-voting ex officio members of each Committee. If the Committee Chair requests that the Board Chair and/or Vice-Chair serve as an alternate Committee member for a member of the Committee who is absent, the Board Chair and/or Vice-Chair, as applicable, may vote in the capacity of an alternate Committee member. The Board Chair or Vice-Chair, as applicable, may also participate as a voting member of a Committee to give the casting vote in the case of a tie.

#### **AD HOC COMMITTEES**

- 6.9 The Board Chair may designate ad hoc committees in the Chair's discretion, and without Board action.
  - 6.9.1 An ad hoc committee, if formed, shall be for a limited duration to address a specific issue or need. When the work of the ad hoc committee is completed, the committee shall be dissolved.
  - 6.9.2 Unless otherwise recommended by the Attorney, ad hoc committees are not subject to the Brown Act, and shall not be required to comply with the Brown Act requirements as further described herein.

## **7.0 COMPENSATION OF MEMBERS**

- 7.1 All members of the Board shall be compensated and shall be reimbursed for expenses as provided by law, by the Joint Powers Agreement, by resolution of the Board, or as herein provided.
- 7.2 Members shall be paid \$125 per Board, Committee and ad hoc committee meeting attended, as per the Board adopted policy. The foregoing meeting stipend shall only be provided for Committee meetings attended by Committee members and ex officio Committee members.

## **8.0 ROSENBERG'S RULES OF ORDER**

- 8.1 The proceedings of the Board and Committees shall be governed by the provisions of law applicable thereto, and by the most current version of Rosenberg's Rules of Order.

## **9.0 RALPH M. BROWN ACT**

- 9.1 All Board and Committee meetings shall be conducted in the manner prescribed by the Ralph M. Brown Act (Chapter 9, commencing with Section 54950, Part 1, Division 2, Title 5 of the Government Code) (hereinafter referred to as the "Brown Act").

## **10.0 PUBLIC MEETINGS**

- 10.1 All Board and Committee meetings are subject to the Brown Act and are open to the public, except that closed session may be held for purposes authorized by, and in accordance with the Brown Act.
- 10.2 No person shall be excluded from any meeting except for conduct which unreasonably interferes with the orderly conduct of the meeting.

## **11.0 AGENDA REQUIREMENT**

- 11.1 An agenda shall be prepared for each meeting and contain a brief general description of each item of business to be discussed. Items may be deleted from, but not added to, an agenda prior to a regular meeting, unless the addition is made prior to the 72 hour posting deadline for the agenda.
- 11.2 Except as permitted by the Brown Act, no item shall be discussed during a meeting unless the subject is part of the posted agenda.

## **12.0 AGENDA POSTING AND DISTRIBUTION**

- 12.1 For regular meetings, the agenda shall be posted 72 hours in advance of the meeting time at Omnitrans, in a location that is freely accessible to members of the public, and on the Omnitrans website. The agenda packet shall also be mailed and/or emailed to the Board/Committee Members at least 72 hours prior to the set meeting time.
- 12.2 Agendas for special meetings shall be posted at least 24 hours prior to the set meeting time, and must be provided to the Board/Committee Members and other interested parties with a brief description of the matters to be considered or discussed.

## **13.0 TELECONFERENCING**

- 13.1 Teleconferencing shall not be permitted for Board meetings.
- 13.2 Teleconferencing shall be permitted for Committee meetings in accordance with the following.
  - 13.2.1 A teleconference is a meeting in which Committee members are in different locations, connected by electronic means, through either audio, video or both. Teleconference locations must be accessible to the public, and must be identified in the notice and agenda of the meeting, posted in accordance with Brown Act requirements. Agendas shall be posted at all teleconference locations.
  - 13.2.2 All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Committee, including the right of the public to address the Committee directly at each teleconference location.
  - 13.2.3 During the teleconference, at least a quorum of the members of the Committee shall participate from locations within Omnitrans' boundaries.
  - 13.2.4 All votes taken during a teleconference meeting shall be by roll call.

## **14.0 CONSENT CALENDAR**

- 14.1 Items and motions approved by a Committee without substantial changes shall be placed on a consent calendar on the next Board Meeting unless otherwise directed by the Committee.



14.2 Consent calendar items shall be considered for approval as single item during the Board meeting.

14.3 A Board member may request to remove an item from the consent calendar. In such a case, the remaining consent calendar shall be considered for approval as a single item and items removed from the consent calendar shall be considered separately at the meeting.

## **15.0 MOTIONS**

15.1 Motions shall be presented, seconded and acted upon, in accordance with recognized parliamentary procedures, as set forth in Rosenberg's Rules of Order. Upon request of any member, any motion shall be reduced to writing. Any motion may be withdrawn by the movant with the consent of the second, before it has been amended or voted upon. All motions which have been entertained by the presiding member shall be entered upon the minutes of the meeting.

## **16.0 DISCUSSION**

16.1 All Board or Committee members, as applicable, shall address the Chair to request to speak and shall be recognized in the order requested.

16.2 All Board or Committee members, as applicable, desiring to speak shall have the opportunity to speak once before other Board or Committee members speak again, except as otherwise determined by the Chair.

## **17.0 PUBLIC COMMENT**

17.1 All requests to address the Board or Committee on either agenda or non-agenda related items shall be submitted to the Board Secretary, or as permitted in the Chair's discretion.

17.2 Requests to speak shall be taken in the order received.

17.3 The Board or Committee, under the direction of its Chair, shall reserve the right to limit redundant or repetitive public comment.

17.4 No person shall address the Board or Committee until he/she has first been recognized by the Chair. All persons addressing the Board or Committee shall give their name for the purpose of the record.

17.5 The Board or Committee, as applicable, shall provide an opportunity at Board and Committee meetings for the public to address the Board or Committee on each agenda item for up to three (3) minutes on each item, unless a different time period is established by the Chair for the meeting.

- 17.6 The Board or Committee, as applicable, shall provide an opportunity for the public to address the Board or Committee on non-agenda items within the subject matter jurisdiction of the Board or Committee. Each speaker shall be allowed to speak up to three (3) minutes, unless a different time period is established by the Chair for the meeting.

## **18.0 VOTING**

- 18.1 Each member of the Board shall have one vote. All actions taken by the Board shall require a majority vote of the members present, with a quorum in attendance, provided, however, that adoption of By-laws, Amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require majority vote of the entire membership of the Board. An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance.
- 18.2 Each member of a Committee shall have one vote.
- 18.3 Actions may be taken by voice vote, except that the presiding officer may, and upon the request of any member shall, require any vote to be taken by roll call. A roll call vote shall be required if teleconferencing is used for a meeting.
- 18.4 Designated alternates attending a Board or Committee meeting on behalf of the member shall have one vote.

## **19.0 MINUTES AND RESOLUTIONS**

- 19.1 The Secretary of the Board shall keep the minutes of regular, adjourned regular and special Board meetings, and of Committee meetings. Minutes shall be transcribed, distributed and submitted to the Board or Committee, as applicable, for approval.
- 19.2 Resolutions shall be in written form. On passage of each motion or resolution, the vote of each member present shall be entered in the minutes of the meeting. Each resolution will be numbered, signed by the member of the Board presiding at the meeting, attested by the Secretary and maintained in separate book or file. Resolutions should be annually numbered consecutively. Each resolution shall include, as a prefix to its number, the year in which it was adopted.
- 19.3 As provided by law, the minutes and resolutions shall be open to the inspection of the public at all reasonable times.

## **20.0 POLICY REGARDING CONFIDENTIAL INFORMATION DISCLOSED DURING CLOSED SESSIONS**

The Board recognizes that, from time to time, it is vital that members of the Board or a Committee divulge certain privileged information obtained in closed sessions at Omnitrans to their own governing bodies meeting in closed sessions. Thus, Omnitrans adopts the policy set forth in Government Code section 54956.96 which authorizes the disclosure of closed session information that has direct financial or liability implications.

20.1 The Board recognizes that, from time to time, it is vital that members of the Board or a Committee divulge certain privileged information obtained in closed sessions at Omnitrans to their own governing bodies meeting in closed sessions. Thus, Omnitrans adopts the policy set forth in Government Code section 54956.96 which authorizes the disclosure of closed session information that has direct financial or liability implications.

20.1.1 Legal counsel of that member agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member agency.

20.1.2 Other members of the legislative body of the member agency present in a closed session of that member agency, as well as other persons that may be invited to attend the closed session by the member agency's legislative body.

20.2 The legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of Omnitrans pursuant to this policy.

ITEM # \_\_\_\_\_ F3

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**FROM:** Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE RESCIND/AWARD – CONTRACT MNT18-17  
ENGINE SPARK PLUG KITS**

**FORM MOTION**

1. Authorize the CEO/General Manager to rescind award of Contract MNT18-17A to Cummins Pacific, LLC of Irvine, CA and Contract MNT18-17B to B&C Truck Electric of Temecula, CA for the provision of Engine Spark Plug Kits; and
2. Authorize the CEO/General Manager to award Contract MNT18-17C to Cummins Pacific, LLC of Irvine, CA and Contract MNT18-17D to Brenco Operating – Texas L.P. of Colorado Springs, CO for the provision of Engine Spark Plug Kits for a three (3) year base period beginning November 2017, with the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI) extending the contracts to no later than November 2022, in the amount of \$261,183, plus a ten percent contingency of \$26,118, for a total aggregate amount not-to-exceed \$287,301, should all option years be exercised.

**BACKGROUND**

Omnitrans requires spark plugs kits to be changed at pre-determined intervals based on mileage. Replacement of the spark plugs is essential for the proper maintenance of Omnitrans' bus fleet and to ensure that buses run efficiently.

On September 6, 2017 Omnitrans' Board of Directors approved the award of Contracts MNT18-17(A-B). On September 13, 2017, Omnitrans received a letter of protest from Romaine Electric Corporation's Director of Operations. Omnitrans' Ad Hoc Agency Protest Review Panel determined that the protest was invalid. As a result of the Internal Audit Services' review, Omnitrans cancelled the award of Contracts MNT18-17(A-B) and reissued the solicitation in conformance with Protest Policy 5000.

On September 22, 2017, staff released IFB-MNT18-17R1. Five (5) bids were received by the October 10, 2017 deadline and all were deemed responsive.

Option year pricing will be adjusted up or down annually in accordance with the CPI. Award is being made to the lowest, responsive and responsible bidder for each part.

Pricing is deemed fair and reasonable based on competition.

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

### **FUNDING SOURCE**

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

Department	1200
Expenditure Code	504010

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

Short Range Transit Plan/Strategic Initiative Supported – SRTP Goal: expand, maintain and improve existing vehicles, facilities and passenger amenities.

### **CONCLUSION**

By proceeding with this award, Omnitrans will be able to provide preventative maintenance on its fleet of buses.

PSG:EFK:KNT

ITEM #           F4          

**DATE:** November 1, 2017

**TO:** Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

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

**FROM:** Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE AWARD - CONTRACT MKP18-02  
ADVERTISING SALES AND SERVICES -TRANSIT VEHICLES,  
SHELTERS AND STATIONS**

### **FORM MOTION**

Authorize the CEO/General Manager to award Contract MKP18-02 to Lamar Transit, LLC (Lamar) of Frisco, TX, for the provision of Advertising Sales and Services – Transit Vehicles, Shelters and Stations for a period of five (5) years beginning January 1, 2018 and ending no later than December 31, 2022, with the authority to exercise five (5) single option years, ending no later than December 31, 2027, should all option years be exercised.

### **BACKGROUND**

Omnitrans requires the services of a firm to provide revenue generating advertising services. Advertising is currently placed on Omnitrans' bus exteriors and bus stop amenities. Omnitrans is expanding placement of ads to the sbX Corridor stations and kiosks at the San Bernardino Transit Center (SBTC), with the option for future advertising opportunities on the paratransit vehicles and the Arrow passenger rail, which is projected to begin service in 2020.

On July 12, 2017, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-MKP18-02. Notices were published in two local newspapers of general circulation, two minority publications, and posted on Omnitrans' online bidding system. One proposal was received by the August 21, 2017 deadline and was deemed responsive and responsible.

In accordance with FTA Circular 4220.1F, and Omnitrans' Procurement Policy 2010, Section 2.1, awarding a contract for supplies and services, without competition, may be authorized under limited conditions, and subject to written justification documenting the conditions which prevent competitive solicitations. The need for a non-competitive procurement is recognized when Omnitrans' interests are best served. Staff surveyed firms that were notified of the solicitation but chose not to submit a proposal. As a result of the survey, staff determined that the limited

number of responses was unrelated to any terms, conditions, or specifications and deemed the process valid.

The proposal submitted by Lamar was evaluated in accordance with the selection criteria included in the RFP:

Selection Criteria	Points Possible	Lamar
Work/Revenue Plan	<b>20</b>	18.00
Qualification of Firm	<b>10</b>	9.33
Financial Capability	<b>10</b>	9.67
Experience	<b>10</b>	9.67
<b>Technical Total</b>	<b>50</b>	<b>46.67</b>
Cost / Price	<b>50</b>	50.00
<b>Grand Total</b>	<b>100</b>	<b>96.67</b>

The firm offered a minimum annual guarantee ranging from \$520,000 for the first year to \$585,000 for year ten, utilizing a 52.5% revenue share. Lamar included an annual \$5,000 production credit to cover the cost of producing bus shelter posters, exterior ads and bus wraps.

In accordance with the solicitation, staff conducted competitive negotiations with the firm before inviting Best and Final Offers. Lamar offered an annual media trade of \$25,000 to be applied toward local area billboard ads or media at the Ontario International Airport. If space is not available on either of these media options then Lamar would acquire media trade for Omnitrans in local media (television, radio, print, etc.). The total revenue over a ten year period is conservatively estimated at \$6,433,180.

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

### **FUNDING SOURCES**

Revenue from advertising sales and services has been included as part of the Board approved FY18 Operating Budget.

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 4 – Finance - Optimize funding opportunities while maintaining fiscal stewardship.

### **CONCLUSION**

By proceeding with this award, Omnitrans will continue to generate revenue. Omnitrans will be able to utilize unsold or reserved space for self-promotion, co-promotion or trade.

PSG:EFP:CVM

ITEM # \_\_\_\_\_ F5

**DATE:** November 1, 2017

**TO:** Board Ron Dailey and Members of the Board of Directors

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

**FROM:** Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MKP18-08  
PREMIUM BUS SHELTERS**

**FORM MOTION**

Authorize the CEO/General Manager to award Contract MKP18-08 to Tolar Manufacturing Company, Inc. (Tolar) of Corona, CA, for the provision of 10 Premium Bus Shelters for a three (3) year base period beginning November 7, 2017, with the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI) extending the contract to no later than November 6, 2022, in the amount of \$375,073.20, plus a ten percent contingency of \$37,507.32, and a 3.27% CAP in the amount of \$10,793.11, for a total amount not-to-exceed \$423,373.63, should all option years be exercised.

**BACKGROUND**

In July and August 2016, Omnitrans administered a customer survey concerning bus stop amenities. Based on the survey responses, staff recommends placing “premium shelters” with upgraded amenities at high ridership locations.

On May 3, 2017, Omnitrans’ Board of Directors authorized the release of Invitation for Bids IFB-MKP18-08R. Notices were published in two newspaper of general circulation, two minority newspaper publications, and posted on Omnitrans’ online bidding system. Two bids were received by the September 27, 2017 deadline and one bid was deemed responsive and responsible.

In accordance with FTA Circular 4220.1F, and Omnitrans Procurement Policy 2010, Section 2.1, awarding a contract for supplies and services, without competition, may be authorized under limited conditions, and subject to written justification documenting the conditions which prevent competitive solicitations. The need for a non-competitive procurement is recognized when Omnitrans’ interests are best served. Staff surveyed firms that were notified of the solicitation but chose not to submit a proposal. As a result of the survey, staff determined that the limited number of responses was unrelated to any terms, conditions, or specifications and deemed the process valid.



A cost analysis was conducted. Price is deemed fair and reasonable as the base bid of \$225,043.92 from Tolar Manufacturing Company, Inc. is within 5% of the Independent Cost Estimate (ICE) of \$214,635.

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

### **FUNDING SOURCE**

The cost associated with this procurement is budgeted in the Active Transportation Program (ATP) Grant as follows:

<b>FUNDING</b>	<b>GRANT #</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>AMOUNT</b>
FTA 5307	CA-2017-032-00	2018	ATP	H1830911F	\$200,000.00
FTA 5307	CA-2017-097-00	2017	ATP	H1730911F	\$139,498.90
Prop 1B	Prop 1B	2018	ATP	H1830300B	\$50,000.00
Prop 1B	Prop 1B	2017	ATP	H1730300B	\$33,874.73
<b>Total</b>					\$423,373.63

Short Range Transit Plan/Strategic Initiative Supported – SRTP Goal: expand, maintain and improve existing vehicles, facilities and passenger amenities.

### **CONCLUSION**

By proceeding with this award, Omnitrans will improve the image of the bus stops throughout the service area.

PSG:EFP:KAM