



**PLANS AND PROGRAMS COMMITTEE**  
**WEDNESDAY, JANUARY 24, 2018, 9:00 A.M.**  
**OMNITRANS METRO FACILITY**  
**1700 WEST 5TH STREET**  
**SAN BERNARDINO, CA 92411**

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

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

**CITY OF CHINO HILLS, CITY COUNCIL LOUNGE**  
**14000 CITY CENTER DRIVE, CHINO HILLS, CA 91709**

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

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Roll Call

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Committee Meeting: April 25, 2018

**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 Plans & Programs Committee, comments on items not on the agenda and on items on the agenda are to be limited to a total of three (3) minutes per individual.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

Disclosure – Note agenda items 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 in the appropriate item.

N/A

**E. DISCUSSION ITEMS**

- |  |    |
|--|----|
| 1. Approve Plans & Programs Committee Minutes – October 24, 2017   | 3  |
| 2. Adopt Calendar Year 2018 Committee Schedule   | 8  |
| 3. Recommend the Board of Directors, Authorize Metropolitan Planning Memorandum of Understanding (SCAG, SBCTA, VVTA, Omnitrans) – <i>Jeremiah Bryant</i> | 9  |
| 4. Receive and Forward to the Board of Directors, Bus Stop Maintenance – <i>Jeremiah Bryant</i>  | 22 |



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**E. DISCUSSION ITEMS CONTINUED**

- |  |    |
|--|----|
| 5. Receive and Forward to the Board of Directors, Adopt-a-Stop Program Models – <i>Anna Jaiswal</i>  | 35 |
| 6. Recommend the Board of Directors, Authorize Passenger Amenity Program Agreements – <i>Anna Jaiswal</i>                                  | 39 |
| 7. Receive and Forward to the Board of Directors, West Valley Connector Project Update - <i>Anna Jaiswal</i>                               | 54 |
| 8. Receive and Forward to the Board of Directors, OmniConnects Short-Range Transit Plan FY2019-2025 Status Update – <i>Jeremiah Bryant</i> | 59 |

**F. REMARKS AND ANNOUNCEMENTS**

**G. ADJOURNMENT**

ITEM #     E1    

**PLANS AND PROGRAMS COMMITTEE  
MINUTES  
OCTOBER 24, 2017**

**A. CALL TO ORDER**

The Plans & Programs Committee Meeting was called to order by Acting Committee Chair Sam Spagnolo at 1:02 p.m., October 24, 2017.

**Committee Members Present**

Council Member Ron Dailey, City of Loma Linda  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace  
Council Member Sam Spagnolo, City of Rancho Cucamonga  
Mayor Deborah Robertson, City of Rialto  
Mayor Pro Tem Alan Wapner, City of Ontario – Via Teleconference

**Committee Members Not Present**

Mayor Penny Lilburn, City of Highland – Committee Chair  
Supervisor Janice Rutherford, County of San Bernardino

**Omnitrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager  
Jacob Harms, Director of Information Technology  
Eugenia Pinheiro, Interim Director of Procurement  
Doug Stanley, Director of Special Transit Services  
Jeremiah Bryant, Service Planning Manager  
Wendy Williams, Director of Marketing - Planning  
Anna Jaiswal, Development Planning Manager  
Maurice Mansion, Treasury Manager  
Loretta Rains, Rail Safety & Compliance Officer  
John Steffon, Transportation Manager  
Julienne Overland-Villegas, Senior Executive Assistant to the CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

There were no announcements.

**C. COMMUNICATION FROM THE PUBLIC**

There were no communications from the public.

#### **D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no conflicts of interest issues identified.

#### **E. DISCUSSION ITEMS**

1. Approve Plans & Programs Committee Minutes – May 25, 2017

M/S (Robles/Spagnolo) that approved the Committee Minutes of May 25, 2017. Motion was unanimous by Members present.

2. Receive and File, Inland Empire Annual Survey Report

Director of Marketing & Planning, Wendy Williams presented the Inland Empire Annual Survey Results as detailed in the staff report.

Member Dailey arrived at 1:12 p.m.

Member Robertson asked if a survey is conducted for staff members who utilize the service for their commute to work. Ms. Williams responded that Omnitrans has an Employee Bus Ride Program, where employees are asked to take an annual bus trip and then fill out a feedback form. CEO/General Manager P. Scott Graham stated that each week, the Directors rotate taking a bus ride and provide a full report at the next Senior Leadership Team Meeting.

Member Dailey had some questions regarding the methodology used for the survey and the validity of the results. He also asked how the questions related to Omnitrans were developed. Ms. Williams provided some clarification on the methodology and offered to share the full report with Member Dailey. She also explained the process by which the questions were developed.

Member Robles expressed her desire to see nicer bus shelters throughout Grand Terrace and Colton. She recommended increased collaboration between Omnitrans and the Cities in order to accelerate the Premium Shelter Project. Member Robles suggested including other agencies that may be willing to collaborate such as the Council of Governments.

Member Robertson asked if any goals or measures are connected to this survey. Ms. Williams explained that the information gathered from this and the other surveys are used in the development of various Agency plans such as annual marketing and service plans.

Member Spagnolo noted that some improvements requested by the customers in the survey have already been implemented. He asked that future surveys also include data on non-fixed route services, such as Special Transportation Services. Member Spagnolo agreed with the comments made about increasing coordination with the Cities to assist with funding for the premium shelters.

The Committee received and filed this item.

3. Receive and File, American Bus Benchmarking Group (ABBG) Customer Satisfaction Survey of Omnitrans

Service Planning Manager, Jeremiah Bryant presented the American Bus Benchmarking Group (ABBG) Customer Satisfaction Survey Results of Omnitrans as detailed in the staff report.

Member Dailey expressed some concern regarding a potential sample bias. Mr. Bryant explained the survey methodology and reviewed the parameters used in determining the validity of the survey responses. Member Dailey also asked if any research was conducted on the number of customers with internet access. Mr. Bryant responded that the number of customers with some type of smart device is high. He also noted that the survey was made available in English and Spanish.

The Board engaged in a discussion regarding safety onboard buses and at the bus stops. Mr. Bryant responded that two focus groups were created to further research the issues related to safety. The number of incidents onboard was low; therefore, the concerns may be related more to safety near the various bus stop locations. Mr. Bryant reviewed some new safety technology features included in the Passenger Amenity Program.

Member Robertson expressed her support for the technology enhancements related to safety and asked about coordinating efforts with the Cities, specifically in terms of the video surveillance activities. She also mentioned some potential transportation grant funding that may be available and offered to meet with staff to further discuss.

Member Robles also mentioned some potential funding opportunities that can be looked into.

The Committee received and filed this item.

4. Receive and Forward to the Board of Directors, OmniConnects Short-Range Transit Plan FY2019-2025 Status Update

Service Planning Manager, Jeremiah Bryant provided a status update on the OmniConnect Short-Range Transit Plan for FY2019-2025.

Member Robles left the meeting at 2:16 p.m. and returned at 2:19 p.m.

M/S (Robertson/Robles) that recommended this item be forwarded to the Board of Directors to receive and file. Motion was unanimous by Members present.

5. Recommend to Board of Directors, Cooperative Service Agreement between Omnitrans and Foothill Transit

Service Planning Manager, Jeremiah Bryant provided a brief background on this item as detailed in the staff report.

M/S (Robertson/Robles) that recommended the Board of Directors authorize the CEO/General Manager to sign the Interagency Service Agreement between Omnitrans and Foothill Transit. Motion was unanimous by Members present.

6. Recommend to Board of Directors, Bus Bridge Memorandum of Understanding (MOU) between Omnitrans and Southern California Regional Rail Authority (SCRRA, Metrolink)

Service Planning Manager, Jeremiah Bryant provided a brief background on this item as detailed in the staff report.

M/S (Robertson/Robles) that recommended the Board authorize the CEO/General Manager to sign the Metrolink Bus Bridge Memorandum of Understanding between Omnitrans and Southern California Regional Rail Authority (SCRRA, Metrolink). Motion was unanimous by Members present.

7. Recommend to Board of Directors, Memorandum of Understanding with City of Ontario for Transformative Climate Communities (TCC) Grant

Service Planning Manager, Jeremiah Bryant provided a brief background on this item as detailed in the staff report.

M/S (Robertson/Robles) that recommended the Board authorize the CEO/General Manager to sign a Memorandums of Understanding (MOU) with the City of Ontario in order to submit transit projects associated with the city's Transformative Climate Communities (TCC) Grant. Motion was unanimous by Members present.

8. Recommend to Board of Directors, Cooperative Agreement between Omnitrans and the San Bernardino County Transportation Authority for the West Valley Connector Project

Development Planning Manager, Anna Jaiswal provided a brief background on this item as detailed in the staff report.

M/S (Dailey/Robles) that recommended the Board authorize the 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. Motion was unanimous by Members present.

9. Receive and Forward to Board of Directors, Redlands Passenger Rail Project(RPRP) Status Update

Rail Safety & Compliance Officer, Loretta Rains provided a status update on the Redlands Passenger Rail Project as detailed in the staff report.

The Committee received and recommended this item be forwarded to the Board to receive and file.

**F. REMARKS AND ANNOUNCEMENTS**

There were no announcements.

**G. ADJOURNMENT**

The Plans & Programs Committee meeting adjourned at 2:44 p.m. The next Committee Meeting will be posted at Omnitrans and on the Omnitrans website.

Prepared by:

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Araceli Barajas, Executive Staff Assistant



1700 W. Fifth St.  
San Bernardino, CA 92411  
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ITEM #           E2          

**DATE:** January 24, 2018  
**TO:** Committee Chair Penny Lilburn and  
Members of the Plans and Programs Committee  
**FROM:** P. Scott Graham, CEO/General Manager  
**SUBJECT: PROPOSED 2018 COMMITTEE MEETING SCHEDULE**

**FORM MOTION**

Adopt the proposed Plans & Programs Committee Meeting Schedule for 2018. The Plans & Programs Committee previously met on an as-needed basis, however in an effort to provide consistency, staff is recommending that the Committee meet on a quarterly basis beginning in January 2018 at 9:00 a.m., the fourth Wednesday of the month.

January 24, 2018  
April 25, 2018  
July 25, 2018  
October 31, 2018

\*As there is a California Transit Association Annual Conference in October, the meeting was moved to October 31, 2017.

PSG:AB

ITEM #           E3          

**DATE:** January 24, 2018

**TO:** Committee Chair Penny Lilburn and  
Members of the Plans and Programs Committee

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

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

**SUBJECT: METROPOLITAN PLANNING MEMORANDUM OF UNDERSTANDING  
(SCAG, SBCTA, VVTA, OMNITRANS)**

**FORM MOTION**

Recommend the Board of Directors authorize the CEO/GM to execute the four-party Metropolitan Planning Memorandum of Understanding (MOU). Approval of this MOU will allow Omnitrans to continue to coordinate with SCAG, SBCTA and VVTA in the metropolitan planning process.

*This agreement has been reviewed and approved by legal counsel.*

**BACKGROUND**

In 2007, Southern California Association of Governments (SCAG) established metropolitan planning agreements with the county transportation commissions (CTCs) and transit operators in the region. In San Bernardino County, the SCAG metropolitan planning agreement is with San Bernardino County Transportation Authority (SBCTA), Omnitrans and Victor Valley Transit Authority (VVTA).

The regulatory basis for the metropolitan planning agreements is found in the Metropolitan Transportation Planning Final Rule issued by the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) (see 23 CFR 450.314(a)), which states:

“The MPO, the State(s), and the providers of public transportation shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO, the State(s), and the providers of public transportation serving the MPA....The MPO, the State(s), and the providers of public transportation should periodically review and update the agreement, as appropriate, to reflect effective changes.”

There are several new Federal Requirements that must be incorporated in the agreement, including the federal rulemaking to implement the performance-based planning provisions from

the Moving Ahead for Progress in the 21st Century Act (MAP-21) and the Fixing America's Surface Transportation (FAST) Act. There are also issues that have been identified through the FTA's Triennial Review process and in FTA Circulars.

Two proposed sections address the annual listing of projects and the development of the Regional Transportation Plan (RTP) and the Federal Transportation Improvement Plan (FTIP) financial plan. The region currently already fulfills these requirements, however pursuant to the Final Rule they must be explicitly incorporated into the metropolitan planning agreements. These changes include:

- The Parties will cooperatively develop an annual listing of projects for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year, in accordance with 23 CFR 450.334 and any successors thereto.
- The Parties will cooperatively develop estimates of funds that will be available to support the RTP implementation, and reasonable financial principles and information that support revenue and cost estimates, to be used in the RTP and FTIP financial plan, in accordance with 23 CFR 450.324(f)(11) and any successors thereto.

The next three sections address the new MAP-21 and FAST Act requirements for performance-based planning. The proposed additions incorporate text taken directly from the applicable Final Rules, while providing for flexibility in how the requirements will be implemented.

- The Parties agree to collaborate to implement federal performance reporting and performance-based planning provisions in accordance with 23 CFR 450.306(d)(2)(iii) and any successors thereto, and subject to applicable final rulemaking. The Parties further agree to coordinate to the maximum extent practicable in the selection of performance targets, and will cooperatively develop and share information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the SCAG region, in accordance with 23 CFR 450.314(h)(1) and any successors thereto.
- To aid in the planning process, transit operators will make available to SCAG their Transit Asset Management Plan and any supporting records or documents, performance targets, investment strategies, and annual condition assessment report, upon request of SCAG and in accordance with the RTP and Sustainable Communities Strategy (SCS) development schedule, in order to fulfill requirements of 49 CFR 625.53 and any successors thereto.
- SCAG will integrate in the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in the Transit Asset Management Plans and Public Transportation Agency Safety Plans developed by providers of public transportation, in accordance with 23 CFR 450.306(d)(4) and any successors thereto.

The last section addresses the FTIP public participation process in relation to the Section 5307 program of projects (POP) requirements.

- Transit Operators may choose to rely on SCAG's public participation process associated with the FTIP development to satisfy the requirement for public participation in developing the FTA Section 5307 program of projects (POP). SCAG incorporates in the FTIP document(s) explicit statements reflecting that public notice of public involvement activities and time established for public review and comment on the FTIP will satisfy the POP requirements of the Section 5307 Program.

SBCTA and VVTA are seeking board approval for this MOU by the end of February 2018.

### **CONCLUSION**

Recommend the Board of Directors authorize the CEO/GM to execute the four-party Metropolitan Planning Memorandum of Understanding (MOU). Approval of this MOU will allow Omnitrans to continue to coordinate with SCAG, SBCTA and VVTA in the metropolitan planning process.

PSG:WW:JB

**SBCTA Contract 18-1001887**

**Memorandum of Understanding  
Among the Southern California Association of Governments, the  
San Bernardino County Transportation Authority, Omnitrans, and Victor Valley Transit  
Authority**

This Memorandum of Understanding (MOU), is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018, among the Southern California Association of Governments (SCAG), San Bernardino County Transportation Authority (SBCTA), Omnitrans, and Victory Valley Transit Authority (VVTA) to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning and programming processes, in accordance with 23 CFR 450.314. SCAG, SBCTA, Omnitrans, and VVTA, collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, SCAG is a Joint Powers Agency formed pursuant to Section 6502 of the California Government Code;

**WHEREAS**, SCAG is the designated Metropolitan Planning Organization (MPO) for the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura, pursuant to Title 23, United States Code Section 134(d);

**WHEREAS**, SCAG is responsible for maintaining a continuing, cooperative, and comprehensive transportation planning process which involves preparation, adoption and update of a Regional Transportation Plan (RTP) pursuant to Title 23, United States Code Section 134 *et seq.*, Title 49, United States Code Section 5303 *et seq.*, and Title 23, Code of Federal Regulations (CFR) Section 450 *et seq.*;

**WHEREAS**, SCAG is the multicounty designated transportation planning agency pursuant to Public Utilities Code Section 130004 and California Government Code Section 29532, and is responsible for preparation, adoption and update of the RTP every four years;

**WHEREAS**, pursuant to Senate Bill (SB) 375 (Steinberg, 2008) as codified in Government Code Section 65080(b) *et seq.*, SCAG is also required to prepare a Sustainable Communities Strategy (SCS) for incorporation into the RTP that demonstrates how the region will meet its greenhouse gas (GHG) reduction targets as set forth by the California Air Resources Board (ARB);

**WHEREAS**, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) sets forth the long-range regional plans and strategies for transportation improvements and regional growth throughout the SCAG region;

**WHEREAS**, the RTP/SCS consists of a financially constrained plan and strategic plan. The constrained plan includes projects that have committed, available or reasonably available revenue sources, and are thus probable for implementation. The strategic plan is for

information purposes only and identifies potential projects that require additional study, consensus building, and identification of funding sources before making the decision as to whether to include these projects in a future RTP/SCS constrained plan;

**WHEREAS**, SCAG is further responsible for preparing and adopting the Federal Transportation Improvement Program (FTIP) (known as the regional transportation improvement program under state law) every two years pursuant to Government Code Sections 14527 and 65082, and Public Utilities Code Section 130301 *et seq.*;

**WHEREAS**, in non-attainment and maintenance areas for transportation-related criteria pollutants, the MPO, as well as the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), must make a conformity determination on any updated or amended RTP in accordance with the federal Clean Air Act to ensure that federally supported highway and transit project activities conform to the purpose of the State Implementation Plan (SIP);

**WHEREAS**, pursuant to Government Code Section 65080(b)(2)(F) and federal public participation requirements including 23 CFR Section 450.316(b)(1)(iv), SCAG must prepare the RTP/SCS by providing adequate public notice of public involvement activities and time for public review. The SCAG Public Participation Plan, as amended and adopted on April 3, 2014, serves as a guide for SCAG's public involvement process, including the public involvement process to be used for the RTP/SCS and an enhanced outreach program that incorporates the public participation requirements under SB 375 and adds strategies to better serve the underrepresented segments of the region;

**WHEREAS**, in 2007, to coordinate metropolitan transportation planning in accordance with federal law, SCAG entered into Memoranda of Understanding with providers of public transportation in the region, including County Transportation Commissions (CTCs) and transit operators (referred to herein as "2007 MOU");

**WHEREAS**, SCAG now seeks to update and enter into new Memoranda of Understanding to reflect most recent metropolitan transportation planning regulations as set forth under 23 CFR Section 450.314(a), which requires SCAG, the State and providers of public transportation to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process, including specific provisions for the development of financial plans that support the RTP and FTIP and development of the annual listing of obligated projects;

**WHEREAS**, SCAG has entered into a separate Memorandum of Understanding with the State of California Department of Transportation, updated and effective July 7, 2017, in accordance with 23 CFR Section 450.314;

**WHEREAS**, the SBCTA is a County Transportation Commission created pursuant to Public Utilities Code Section 130800 *et seq.* and is charged pursuant thereto for approval of all projects utilizing federal and state highway and transit funds and responsible for transportation

programming and short range transportation planning for San Bernardino County, and is the Congestion Management Agency pursuant to Government Code Section 65088 *et seq.* responsible for updating the Congestion Management Program for San Bernardino County;

**WHEREAS**, Omnitrans is a Joint Powers Agency created pursuant to Section 6503.5 of the California Government Code to provide public transit service within the urbanized San Bernardino Valley portion of San Bernardino County and which desires to enter into an agreement with SCAG and SBCTA to specify its role in transportation planning and programming and the congestion management process;

**WHEREAS**, VVTA is a Joint Powers Agency created pursuant to Section 6503.5 of the California Government Code to provide public transit service within the urbanized Victor Valley, and unurbanized areas of Adelanto and Barstow portion of San Bernardino County and which desires to enter into an agreement with SCAG and SBCTA to specify its role in transportation planning and programming and the congestion management process;

**WHEREAS**, SCAG and SBCTA entered into a 1979 Memorandum of Understanding for the purpose of defining the roles and relationships in meeting the transportation planning and programming responsibilities; and

**WHEREAS**, the Parties desire to integrate and clarify consistently with the above referenced agreements, the roles, responsibilities and coordination of the metropolitan transportation planning requirements and to utilize this agreement to fulfill the requirements of state and federal law and in particular the requirements set forth in 23 CFR 450.314 and any successors thereto, and as may be subject to any final adopted federal regulations.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

## **Section I**

### **PLANNING AND COORDINATION PROCESS**

- 1.1 **SCAG's Role:** The Parties recognize SCAG is the agency with overall responsibility for continuous, comprehensive and coordinated regional transportation planning in the six county SCAG region. In accordance with applicable federal and state laws, these responsibilities primarily include but are not limited to preparation and adoption of the RTP/SCS and FTIP.
- 1.2 **County Transportation Commission Role:** The Parties recognize SBCTA is responsible for preparing the short and long range county transportation plans, programming state and federal transit funds and updating the congestion management program within San Bernardino County.

In developing the county plans, SBCTA is responsible to ensure that the transit capital and operating needs identified in short range transit plans or through other transit plans are considered in developing countywide transportation plans and in funding countywide transit programs. SBCTA is also responsible for ensuring that the transit projects, plans and programs identified in the countywide transportation planning and congestion management process are recommended to SCAG for inclusion in the regional transportation planning studies, the FTIP, and in the development of the RTP.

**1.3 Transit Operator Role:** Omnitrans and VVTA, in coordination with SBCTA, shall prepare biennially a short range transit plan which includes transit studies, transit capital and operating needs for a five-year period. Omnitrans and VVTA shall participate in the SBCTA transportation planning process, including the development of corridor and sub-regional studies, the development of short range and long range county transportation plans and the updating of the congestion management program.

**1.4 Coordination Process:** SCAG shall engage in a consultative process with SBCTA, Omnitrans and VVTA, in accordance with applicable federal and state laws and regulations, and successors thereto, pertaining to the roles and responsibilities of the Parties in carrying out the metropolitan transportation planning process.

- a. SCAG shall provide the opportunity to comment on its Draft RTP and Draft FTIP to the parties and the opportunity to participate in Overall Work Program development.
- b. SCAG shall provide SBCTA, in consultation with Omnitrans and VVTA, the opportunity to submit information, including but not limited to project scope, cost, schedule and revenue assumptions that support the proposed priority order for projects, necessary for the development of the RTP and FTIP financial plans.
- c. SCAG shall continue to maintain the Regional Transit Technical Advisory Committee or a successor group, to provide a forum for SBCTA, Omnitrans and VVTA to participate in the metropolitan transportation planning process.
- d. SBCTA, Omnitrans and VVTA agree to participate in SCAG's Technical Working Group or any successor group established to serve the same function which shall also serve as a forum to ensure that local transportation projects, plans and programs are effectively integrated into the RTP and FTIP.
- e. The Executive Officers of SCAG and SBCTA shall continue to meet regularly with the Executive Officers of the other county transportation commissions to ensure executive coordination of regional/county/local transportation issues, including issues regarding transit coordination.
- f. The Parties shall cooperatively develop an annual listing of projects for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year, in accordance with 23 CFR 450.334.
- g. The Parties shall cooperatively develop estimates of funds that will be available to support RTP/SCS implementation, and reasonable financial principles and information that support revenue and cost estimates, to be used in the RTP/SCS

- and FTIP financial plan, in accordance with 23 CFR 450.324(f)(11).
- h. The Parties agree to collaborate to implement federal performance reporting and performance-based planning provisions in accordance with 23 CFR 450.306(d)(2)(iii), and subject to applicable final rulemaking. The Parties further agree to coordinate to the maximum extent practicable in the selection of performance targets, and will cooperatively develop and share information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the SCAG region, in accordance with 23 CFR 450.314(h)(1).
  - i. To aid in the planning process, SBCTA, Omnitrans and VVTA shall make available to SCAG their Transit Asset Management Plan and any supporting records or documents, performance targets, investment strategies, and annual condition assessment report, upon request of SCAG and in accordance with the RTP/SCS development schedule, in order to fulfill requirements of 49 CFR 625.53.
  - j. SCAG shall integrate in the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in the Transit Asset Management Plans and Public Transportation Agency Safety Plans developed by providers of public transportation, in accordance with 23 CFR 450.306(d)(4).
  - k. Transit Operators may choose to rely on SCAG's public participation process associated with the FTIP development to satisfy the requirement for public participation in developing the FTA Section 5307 program of projects (POP). SCAG agrees to incorporate in the FTIP document(s) an explicit statement and sufficient details reflecting that public notice of public involvement activities and time established for public review and comment on the FTIP will satisfy the POP requirements of the Section 5307 program.

1.5 **Certification and Assurances:** In carrying out their respective responsibilities under this MOU, each party shall comply with the requirements and any successors thereto, referenced in SCAG's annual Certifications and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's Overall Work Program, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21 and related federal guidelines including but not limited to FTA Circular 4702.1;
- b. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- c. Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- d. 23 CFR part 230, regarding the implementation of an equal employment

- e. opportunity program on Federal and Federal-aid highway construction contracts; The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- f. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- g. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- h. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

## Section 2

### General Provisions

- 2.1 **Drafting:** This MOU has been prepared by all parties and has been reviewed and endorsed by each.
- 2.2 **Amendments:** This MOU may be amended only by the execution by all parties of a written amendment.
- 2.3 **Termination:** Any party may terminate this MOU upon ninety (90) days written notice to each party, providing that the notice of termination set forth the effective date of termination and the reason for termination. Additionally, the notice of termination shall provide that the parties during the period prior to the effective date of termination shall meet to try to resolve any dispute. In the event that the termination is for cause, the termination shall not be effective if the party claimed to have defaulted cures the default in its performance within the ninety day period. SCAG shall notify FTA of the termination of this MOU by any party.
- 2.4 **Indemnity:** Each of the parties to this MOU is a public entity. Pursuant to Government Code Section 895.4, each party to this MOU shall indemnify, defend and hold each of the other parties, and their respective officers, agents and employees harmless from and against any liability and expenses, including defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any legal fees and any claims for damages attributable only to performance of the responsibilities as set forth in Section 1 (Planning and Coordination Process) of this MOU by the indemnifying party (Indemnitor) or its officers, agents employees, contractors and subcontractors under this MOU, except to the extent caused by the negligence or willful misconduct of an indemnified party (Indemnitee).
- 2.5 **Jurisdiction and Venue:** This MOU shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such

laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Los Angeles County, California.

- 2.6 Non-assignment:** No party may assign this MOU, or any part thereof, without the written consent of each party to this MOU.
- 2.7 Notice:** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Executive Director  
Southern California Association of Governments  
818 West 7<sup>th</sup> Street, 12th Floor  
Los Angeles, California 90017-3435

Executive Director  
San Bernardino County Transportation Authority  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, California 92410-1715

General Manager/Chief Executive Officer  
Omnitrans  
1500 West 5th Street  
San Bernardino, CA 92411

Executive Director  
Victor Valley Transit Authority  
17150 Smoke Tree St.  
Hesperia, CA 92345

Each undersigned party agrees to notify the other parties of any changes to the address for receipt of Notices.

- 2.8 Effective Date:** This Agreement shall be effective on the date (meaning the last date indicated below) all parties have fully executed this Agreement. This MOU shall supersede and replace all prior agreements including but not limited to the 2007 MOU among the Parties concerning metropolitan planning agreements required to be developed pursuant to 23 CFR 450.314 and predecessors thereto.
- 2.9 Execution of Agreement or Amendments:** This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a

manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any Amendment.

[SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**The Southern California Association of Governments (“SCAG”)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hasan Ikhata  
Executive Director

Approved as to Form:

\_\_\_\_\_ Date: \_\_\_\_\_  
Joanna Africa  
Chief Counsel/Director of Legal Services

**San Bernardino County Transportation Authority (“SBCTA”)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_ Date: \_\_\_\_\_

**Omnitrans**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
P. Scott Graham  
CEO/GM

Approved as to Form:

\_\_\_\_\_ Date: \_\_\_\_\_  
Haviva Shane  
Omnitrans Counsel

**Victor Valley Transit Authority (“VVTA”)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_ Date: \_\_\_\_\_

ITEM #           E4          

**DATE:** January 24, 2018

**TO:** Committee Chair Penny Lilburn and  
Members of the Plans and Programs Committee

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

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

**SUBJECT: BUS STOP MAINTENANCE**

**FORM MOTION**

Receive and forward to the Board of Directors this staff report on current bus stop cleaning practices.

**BACKGROUND**

At the November 2017 Omnitrans Board of Directors meeting, there was a discussion regarding premium shelter purchases. At that time, the Board asked for a follow-up discussion and information on Omnitrans current practices for bus stop maintenance.

In preparation for this discussion, Omnitrans staff evaluated current bus stop maintenance and staff reached out for best practices and delivery models from peer agencies through the American Bus Benchmarking Group (ABBG) and the Southern California Stops & Zones Networking Group. Following this review, Omnitrans staff recommends staying with the existing model, but has identified some commonalities of routinely problematic stops and will work to address those.

Currently seven full-time Stops and Stations Workers are responsible for basic cleaning, trash pickup, graffiti removal, pressure washing, maintenance, installation and removal of Omnitrans bus stops and Agency-owned passenger amenities. These include over 2,500 bus stops, 360 shelters, 490 locations with standalone benches, 100 pole-mounted solar lights and approximately 800 trash can locations spread over 460 square miles. Stops and Stations Workers install and maintain the customer information signs, schedule kiosks, posters and related items at Omnitrans bus stops and transit centers.

Stops and Stations Workers are responsible for daily cleaning and maintenance of all sbX stations and the San Bernardino Transit Center (SBTC). This responsibility will grow in March 2018 as Stops and Stations Workers will be responsible for maintaining the rail side of the SBTC. In November 2017, the Board authorized a budget amendment to add an additional Stops and Stations Worker who will dedicate time to the SBTC and free up time for those currently maintaining the SBTC to maintain other amenities within the community.

The table below shows the typical cleaning and maintenance schedule for Omnitrans-owned amenities. Certain high volume stops may receive more frequent service than described below.

Amenity/Service	Regular Cleaning	Trash Removal	Graffiti Removal	Pressure Washing	Inspection	Customer Info Change
Shelter including bench and trash can	Weekly	Weekly (up to 3/week at key locations)	Weekly (as needed)	Monthly	Monthly	Quarterly
Bench including trash can	Weekly	Weekly	Weekly (as needed)	Monthly / Quarterly	Quarterly	n/a
Trash Can (standalone)	Weekly	Weekly	Weekly (as needed)	As needed	Quarterly	n/a
Poles	As needed	n/a	As needed	n/a	Annually	n/a
sbX	Every other day	Every other day	Every other day	Twice per week	Weekly	Quarterly
SBTC	Daily	Daily	Daily	Weekly	Daily	Quarterly
Transit Centers	City maintained	City maintained	City maintained	City maintained	Monthly	Quarterly
Solar Lighting	Monthly	n/a	As Needed	n/a	Monthly	n/a

In addition to managing the stops and stations team, the Stops and Stations Supervisor is Omnitrans primary point of contact for all stop related items including customer, business or city requests for new stops or to move stops and for cleaning of existing stops. The Supervisor coordinates with developers, construction companies and cities on construction activities that may temporarily close or move stops and on the bus detours that may result from stop closures. Omnitrans staff reached out to peer agencies to gather best practices for the delivery model for stops and stations tasks. While each agency has a slightly different approach, often determined by the degree of separation between the city(ies) and transit agency, there were five basic models:

- 1) Operate all stops and stations service in-house;
- 2) Combination of in-house and outsource in conjunction with the advertising vendor maintaining advertising shelters and related amenities;
- 3) Outsource the entire cleaning function to a specialty vendor;
- 4) Responsibility for all stops and stations maintenance completed by the city(ies); and,
- 5) Utilizing a trash hauling service.

The table below shows feedback on these five approaches.

Approach	Comments
In House	<p>Omnitrans' approach since 2009.</p> <p>Omnitrans has found control and cleanliness superior to previous models. Ability to get economies of scale in SSWs by having them perform multiple tasks at each visit rather than separate vendors. Typically a faster response time to critical issues such as bio-hazard issues or broken glass, than previously achieved or achieved by our peers or with vendors.</p> <p>Based on peers similar cost/revenue implication compared to combo and outsourced options. Higher cost for the agency than having services provided by the member cities.</p>
Combo In-	Omnitrans longest tenured approach. Stopped in 2009 due to lack of vendor participation. Common problem

House / Advertising Partner	<p>across agencies except in tourist markets.</p> <p>In theory, costs are offset by advertising vendor revenue. Currently no vendor interested in this market. Omnitrans recently awarded a revenue advertising contract for 10 years.</p>
Outsourced	<p>Omnitrans outsourced for approximately a year between the two approaches above. However, Omnitrans realized a significant cost savings annually by bringing it in house. Roles of SSW's have grown since then to include more specialized services at sbX and SBTC.</p> <p>No savings based on previous evaluation. Compared to peers who outsource now, cost per shelter maintained was similar to our current cost; however there is a significant variance depending on the clustering of shelters in a downtown core vs. spread in a larger service area.</p>
City	<p>Some agencies provide no bus stop maintenance and have it all completed by the cities served.</p> <p>Lower cost for Omnitrans, however, not necessarily benefiting from economies of scale across the cities.</p> <p>Not uniform across cities. Lack of control of amenities. Doesn't include customer information.</p> <p>Significant savings to Omnitrans. Negligible if any net savings to Omnitrans and JPA member jurisdictions combined.</p>
Trash Hauler	<p>Typically completed by a city transit department, rather than a separate agency. Gain economies of scale by combining trash pick-up with other city amenities on much larger city waste management contracts.</p> <p>Potential lower cost if all SSWs did was pick up trash. Trash haulers typically do not complete any of the maintenance or cleaning so would not see significant reduction in force to generate savings.</p> <p>Would have other complexity in that Omnitrans would likely need contracts with multiple (at least two) companies to serve the area based on individual city trash franchise agreements.</p>

While conducting this evaluation two observations were made that may help improve the cleanliness of some high volume stops.

First, the stops that are most often reported to have issues usually are those with both Omnitrans assets and property owner assets, typically trash cans. The property owner trash cans are not maintained by Omnitrans. Stops and Stations Workers often end up servicing these trash cans because it reflects negatively on Omnitrans. In these cases, staff could work with these property owners to remove property owner trash cans at bus stops and replace them with ones that meet Omnitrans specifications and have Omnitrans remove the trash since we are already servicing other amenities at the same location. Alternatively, similar improvements could be made by implementing the “Adopt-a-Stop” program presented as a separate staff report.

In addition, Omnitrans’ Stops and Stations Workers have been able to rehabilitate an older pressure washer and are in the process of adding small water tanks to trucks that have pressure washers installed. This will allow for additional spot cleaning rather than relying solely on one dedicated pressure washer for the monthly cleanings. This will allow for faster response time for spot cleaning items at bus stops.

**CONCLUSION**

Committee Chair Penny Lilburn and Members of the Omnitrans Plans and Programs Committee  
January 24, 2018 – Page 4

Receive and forward to the Board of Directors this staff report on current bus stop cleaning practices.

PSG:WW:JB

# BUS STOP MAINTENANCE

Plans & Programs Committee  
January 24, 2018



# Stops & Stations Workers (SSW)



- Team of 7 SSWs and 1 Stops & Stations Supervisor
- Part of Service Planning Unit of Marketing & Planning Department

# SSW Responsibilities

- Cleaning & trash pickup
- Graffiti removal
- Pressure washing
- Maintenance
- Installation & removal of stops & Agency-owned passenger amenities.
- Install customer info signs, schedule kiosks & posters
- 2,500 bus stops
- 360 shelters
- 490 stand alone benches
- 100 pole-mounted solar lights
- 800 trash can locations
- SBTC & sbX Stations
- All spread over 460 square miles.



# Stops & Stations Supervisor

- Manages SSW team
- Primary point of contact for:
  - Customer, business or city requests for new/moved stops
  - Requests for cleaning
  - Coordinates with developers, construction companies & cities on activities that may close or move stops
  - Bus detours from stop closures



# Stops & Stations Service Models

Model	Pros/Cons
<b>In House</b>	<ul style="list-style-type: none"> <li>• Highest quality service</li> <li>• High level of control</li> <li>• Best response time</li> <li>• Can complete multiple types of tasks vs. multiple contracts</li> <li>• Cost effective</li> </ul>
<b>Combo In House &amp; Advertising Partner</b>	<ul style="list-style-type: none"> <li>• Omnitrans used this approach for 20+ years</li> <li>• Can no longer find advertising partner</li> <li>• Loss of advertising revenue</li> </ul>
<b>Out Sourced</b>	<ul style="list-style-type: none"> <li>• More costly than in-house</li> <li>• Lower quality control</li> </ul>
<b>City</b>	<ul style="list-style-type: none"> <li>• Lower cost for Omnitrans; not necessarily for Cities &amp; Omnitrans</li> <li>• Not uniform across cities</li> <li>• Lack of control of amenities</li> </ul>
<b>Trash Hauler</b>	<ul style="list-style-type: none"> <li>• Typical of a city transit department</li> <li>• Combining trash pick-up with other city amenities</li> <li>• Doesn't perform other SSW tasks</li> </ul>

# Process Improvements

- Equipment for more spot pressure washing
  - Rebuilt old trailer
  - Adding water tanks to trucks
- Evaluating stops with both Omnitrans & Property Owner assets
  - Adopt-a-Stop
  - Replace with Omnitrans assets



# Common Areas of Confusion



# Common Areas of Confusion



THANK YOU

QUESTIONS



**Omnitrans**

Connecting Our Community.

ITEM #           E5          

**DATE:** January 24, 2018

**TO:** Committee Chair Penny Lilburn and  
Members of the Plans and Programs Committee

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

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

**SUBJECT: ADOPT-A-STOP PROGRAM MODELS**

**FORM MOTION**

Receive and forward to the Board of Directors a presentation on Adopt-a-Stop program models for bus stop maintenance.

**BACKGROUND**

On November 1, 2017, the Omnitrans Board of Directors requested information regarding best practices for bus stop maintenance and cleanliness, including Adopt-a-Stop programs. Staff contacted many of Omnitrans' peer agencies in Southern California and nationwide and conducted online research, including a publication by the Transportation Research Board called *Transit Station and Stop Adoption Programs* from 2013.

There are three basic types of adoption programs, as follows:

1. Paid sponsorship of a stop, station, shelter, or bench. A plaque is put up recognizing the name of the sponsor, and the money charged for sponsorship is used for professional maintenance/cleaning performed by the agency. Although this model is more typical for Adopt-a-Highway programs, some transit agencies have naming rights programs, such as Cleveland RTA's Healthline BRT corridor.

This concept can be implemented on a smaller scale through an Adopt-a-Bench program, wherein anyone can sponsor a bench in memory of a loved one. There is a standard bench design offered, and then a memorial plaque with the person's name is affixed to the bench. This likely would not pay for long-term ongoing maintenance costs.

Adoption or naming rights programs have raised concerns about First Amendment issues when agencies have been overridden by the Courts when trying to decline a sponsorship from a controversial sponsor. Because of legal concerns such as this,

LA Metro recently voted not to go forward with their proposed naming rights program in early 2017.

2. Beautification programs, which are typically one-day volunteering events for planting flowers around bus stops, painting shelters or benches, or installing artwork at bus stops.

Most agencies found in the research preferred not to have volunteers making alterations to stops or stations, so only a few agencies had volunteer beautification programs at stops or stations. Instead, some agencies such as St. Louis Metro, have art programs wherein community art contests are held and the winning artwork is printed onto a poster that is professionally installed at the shelter.

3. Adopt-a-Stop programs for litter pickup by an individual, business, or community group. This was the most typical type of program amongst transit agencies found in the research (see chart in Exhibit A).

The two primary benefits seen from these programs are: 1) improved community relations; and 2) cleaner, safer stops. The programs do not result in quantifiable increased ridership or decreased maintenance costs.

### Adopt-a-Stop Litter Pickup Programs

Option 3 above, Adopt-a-Stop program for litter pickup, is the most common option used for transit stops. The *Transit Station and Stop Adoption Programs* report (TRB, 2013) analyzed 28 Adopt-a-Stop programs nationwide. The majority (78%) are run by transit agencies, while some are run by community groups. The two primary purposes for the programs were improved community relations and beautification, rather than monetary savings or increased ridership. The vast majority of the programs are primarily for pickup of litter.

Most program participants are businesses and community groups such as service groups, church groups, or school groups. Some programs only allow businesses or organizations to participate rather than individuals because they are more reliable in sustaining their volunteer commitment. (Generating and sustaining volunteer commitment is one of the biggest challenges cited with these programs).

The majority of the programs provide recognition of volunteers on the agency website (75%) and via a plaque, sign, or decal at the stop or shelter (65%). Only 17% charge an application fee (ranging from \$35-\$100) to pay for the plaque. Other agencies (42%) provide a certificate. Many of the programs provide trash bags to volunteers; some also provide volunteer ID badges, safety vests, litter pickup sticks, or gloves. A few provide additional incentives such as transit passes or an annual volunteer dinner.

Most agencies provide training to the volunteers; at minimum a one-page handout is given to volunteers explaining their expectations and responsibilities. Most programs (92%) ask participants to sign a one-year contract, and 73% require a liability waiver. Most programs require

a weekly commitment to check on the stop (typically 2-4 hours per week commitment), and the recognition plaque or certificate is not awarded until after a one-to-two-month performance period to ensure volunteers are fulfilling their commitment.

Volunteers in these programs pick up litter and report sightings of graffiti, vandalism, or crime to the transit agency. Safety guidelines are given to volunteers, warning them not to handle hazardous materials but to report them to the agency. Only 20% of the agencies insure their programs for liability, and none reported any safety incidents (*Transit Station and Stop Adoption Programs* report, TRB, 2013).

Some programs encourage volunteers to bag litter picked up from the stop and take it home with them to discard, while some programs have the volunteers bag the trash for the transit agency to pick up. In most programs, the volunteer efforts do not replace the agency's efforts but rather supplement them and help improve the aesthetic appearance of the stop.

The biggest challenge cited in the TRB report was lack of staff resources to monitor the program. The majority of the programs have a budget of less than \$5,000. Only one agency (Denver RTD) has a full-time dedicated staff person to coordinate the program. Most others have a staff person spending less than 16 hours a month coordinating the program on top of other duties. For this reason, most of the programs do not track volunteer hours, and most do not actively recruit volunteers but rather rely on word of mouth or visibility of the Adopt-a-Stop recognition plaques at the stops.

## **CONCLUSION**

Receive and forward to the Board of Directors a presentation on Adopt-a-Stop program models for bus stop maintenance.

PSG:WW:AMJ

Attachment: Exhibit A

## Exhibit A – Adopt-a-Stop Programs Found in Research

State/ Country	City	Program	At least One-Year Commitment	Weekly or biweekly commitment	Pick up litter	Graffiti Removal	Trash collection	Report vandalism/crime	Sign/plaque/sticker	Certificate	Recognition on Website	Provide trash bags	Provide other incentives *	Provide training program	Volunteers install passenger information signs	Sponsor a bench or shelter	Beautification (artwork, landscaping, red curb painting)
AK	Anchorage	<a href="#">People Mover Adopt-a-Stop</a>	X		X			X		X	X	X					
CA	Monterey	<a href="#">Monterey-Salinas Transit Adopt-a-Stop</a>										X	X	X		X	X
CA	Santa Clara	<a href="#">VTA Adopt-a-Stop</a>	X	X	X			X	X								
CO	Denver	<a href="#">RTD Adopt-a-Stop</a> and <a href="#">Corporate Partnerships</a>			X				X			X				X	
FL	St. Petersburg	<a href="#">Pinellas Suncoast Transit Authority Adopt-a-Can</a>		X	X	X						X					
GA	Atlanta	<a href="#">MARTA Army</a>												X	X		
GA	Athens	<a href="#">Athens-Clarke County Adopt-a-Stop</a>			X												X
IN	Indianapolis	<a href="#">IndyGo Adopt-a-Stop</a>		X	X												
MD	Maryland	<a href="#">Maryland Transit Administration Adopt-a-Stop</a>		X	X			X	X								
MI	Ann Arbor	<a href="#">The Ride Adopt-a-Stop</a>			X	X					X						
MI	Flint	<a href="#">Flint MTA Adopt-a-Stop</a>	X	X	X			X				X					
MI	Holland	<a href="#">MAX Adopt-a-Stop</a>		X	X	X											
MO	St. Louis	<a href="#">Metro Adopt-a-Stop</a> and <a href="#">Arts in Transit program</a>			X				X	X		X	X				X
MT	Missoula	<a href="#">Mountain Line Adopt-a-Stop</a>		X	X			X	X							X	
NC	Raleigh	<a href="#">City of Raleigh Adopt-a-Shelter</a>		X	X		X	X	X								
NJ	Newark	NJ Transit			X		X	X				X	X	X			
NM	Albuquerque	<a href="#">ABQ Ride Adopt-a-Stop</a>			X	X					X						
OR	Portland	<a href="#">TriMet Adopt-a-Stop</a>	X	X	X		X		X								
SC	Charleston	<a href="#">CARTA Adopt-a-Stop</a>	X	X	X				X			X	X				
TN	Nashville	<a href="#">Metro Adopt-a-Stop</a>		X	X			X				X	X				
TX	Fort Worth	<a href="#">The T Adopt-a-Stop</a>		X	X			X	X	X	X	X	X				
TX	Houston	<a href="#">Metro Adopt-a-Stop</a>		X	X			X		X		X					X
TX	Longview	<a href="#">Longview Transit Adopt-a-Shelter</a>	X	X	X		X	X	X								
VA	Arlington	<a href="#">ART Adopt-a-Stop</a>	X	X	X		X	X	X		X		X				
VA	Hampton Roads	<a href="#">Hampton Roads Adopt-a-Stop</a>	X		X			X			X	X	X				
WA	Lakewood	<a href="#">Pierce Transit Adopt-a-Stop</a>			X			X				X	X	X			
AU	Melville, Australia	<a href="#">Melville City Adopt-a-Stop</a>															X

\* Other incentives include safety vests, gloves, broom/dustpan, pickup sticks, or bus passes.

ITEM #         E6        

**DATE:** January 24, 2018

**TO:** Committee Chair Penny Lilburn and  
Members of the Plans and Programs Committee

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

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

**SUBJECT: PASSENGER AMENITY PROGRAM AGREEMENTS**

**FORM MOTION**

Recommend to the Board of Directors to authorize the CEO/General Manager to execute Passenger Amenity Program agreements with JPA member agencies.

*This agreement has been reviewed and approved by Omnitrans legal counsel.*

**BACKGROUND**

Between 2003 and 2011, Omnitrans executed Bus Shelter Services agreements with eleven (11) of its Joint Powers Authority (JPA) Member Agencies. These Agreements confirmed the eleven (11) Agencies' participation in Omnitrans' Passenger Amenity Program (PAP). The Program was designed to streamline provision of passenger amenities at bus stops in Omnitrans' service area and to clearly define Omnitrans' role as the lead agency for installing and maintaining the amenities. Under the Agreements, the Agencies allow advertising at bus shelters, and Omnitrans collects all advertising revenue to help offset the cost of maintenance at the bus stops.

The JPA members that already have PAP Agreements include the following:

- City of Colton
- City of Fontana
- City of Grand Terrace
- City of Highland
- City of Loma Linda
- City of Montclair
- City of Ontario
- City of Redlands
- City of Rialto
- City of San Bernardino
- County of San Bernardino
- City of Yucaipa

The existing Agreements had three-year terms and need to be renewed. Omnitrans Staff is reaching out to all JPA Member Agencies' Staff to renew their Agreements, or to ask if they want to enter into the PAP Program if they do not currently participate. Omnitrans Staff has developed the attached updated draft agreement, which is based on the existing Agreements and also incorporates new concepts such as premium shelters, real-time arrival electronic signage, digital advertising, and deterring vagrancy and smoking at bus stops.

Some JPA Member Agencies have historically opted out of the PAP and provide their own amenities rather than the standard Omnitrans amenities at bus stops. Some cities that do not participate in the PAP Program choose to install and maintain their own City-branded amenities, while others require real estate developers to build and maintain their own amenities on private property that match the architecture of the development.

Some cities use a combination of Omnitrans-provided amenities, city-provided amenities, and/or developer-provided amenities. For this reason, Omnitrans' Transit Design Guidelines and the updated draft agreement stipulate that if non-Omnitrans amenities are installed with the possible exception of trash cans, Omnitrans will not be responsible for maintaining them. This is due to significant maintenance cost associated with replacement of non-standard shelter parts. In addition, Omnitrans' standard shelters have advertising panels that bring in revenue to Omnitrans to offset maintenance costs.

Because Omnitrans' resources for purchasing new amenities are limited, some cities find funding to purchase standard Omnitrans shelters or require real estate developers to purchase standard Omnitrans shelters. These are then donated to Omnitrans, and Omnitrans is responsible for the maintenance of these bus stops. For example, Omnitrans has recently partnered with several cities to apply for Cap-and-Trade funds to pay for standard Omnitrans shelters, which Omnitrans will then own and maintain. This approach is supported under the updated draft PAP Agreement (attached), as it benefits JPA Member Agencies, passengers, and Omnitrans.

The attached draft agreement has been sent to all cities' staff members for review and will be presented to the Board of Directors as well as to the respective City Councils for approval within the next few months.

Strategic Initiative Supported – Omnitrans Strategic Plan FY2017-2020 Marketing Goal, Strategy 3.1 Improve passenger amenities.

## **CONCLUSION**

Recommend to the Board of Directors to authorize the CEO/General Manager to execute Passenger Amenity Program agreements with JPA member agencies.

PSG:WW:AMJ

Attachments

**CITY OF XYZ  
PASSENGER AMENITY PROGRAM AGREEMENT**

BY AND BETWEEN

**OMNITRANS**  
1700 W. FIFTH ST.  
SAN BERNARDINO CA 92411

AND

**{JURISDICTION NAME}**  
ADDRESS  
CITY, CA {ZIP}

1. **Parties and Date.** This Passenger Amenity Program Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Omnitrans, a California Joint Powers Authority ("Omnitrans"), and {Jurisdiction}, a California municipal corporation ("City"). Omnitrans and City are also referred to herein individually as "Party" and collectively as "Parties."
2. **Recitals**
  - 2.1 **Purpose**
    - 2.1.1. Omnitrans is a provider of public mass transportation for the San Bernardino Valley, and has the professional ability to administer programs to install and maintain bus shelters and other passenger Amenities in cities. Omnitrans represents that it is experienced in providing such services to public clients.
    - 2.1.2. The Parties recognize that upgraded, well-maintained bus stops and Amenities benefit City residents, the City's business community, and transit riders region-wide.
    - 2.1.3. The Parties desire that by this Agreement, Omnitrans shall have the right to provide bus stop Amenities within boundaries of City, and in exchange, will receive all revenue, including advertising, from such Amenities.
    - 2.1.4. The Parties agree that if City, property developer, or property owner installs bus stop Amenities separate from the Amenities that Omnitrans installs (of which Omnitrans does not agree to take ownership), Omnitrans does not bear the responsibility to maintain those Amenities and shall have no liability for such Amenities.
  - 2.2. **Definition of Amenities.** The definition of "Amenities" as used throughout this Agreement may include, but not be limited to: shelters, benches, lean bars, trash receptacles, customer information signage (physical or electronic signage), advertising panels (static or digital), solar panels, lighting, security systems, and bicycle racks.

**2.3. Program.** City desires to engage Omnitrans to administer a comprehensive passenger Amenities program ("Program") at current and future bus stops throughout the City as set forth in this Agreement.

### **3. Responsibilities under Agreement**

#### **3.1 Scope of Services**

**3.1.1 General Scope of Services.** The City grants Omnitrans the right to administer the Program at current and future bus stops throughout the City. Omnitrans may use a contractor(s) to perform the construction and maintenance services ("Contractor") in connection with the Program ("Services") at current and future bus stops within the City.

**3.1.2 Placement of Amenities.** Omnitrans will place Amenities based upon the guidance outlined in [Omnitrans' Transit Design Guidelines \(2013\)](#). City and Omnitrans will coordinate on the placement of Amenities based on such Guidelines, ridership, funding availability and other determined needs.

**3.1.3 Availability of Sidewalk Space.** The availability of flat concrete sidewalk space on which Amenities can be installed (10' by 25' for shelters) is also crucial to installation of shelters. Omnitrans will partner with City to pursue funding whenever possible for installation of concrete improvements or accessibility improvements needed for installing Amenities at bus stops.

**3.1.4 Shelter Design.** Omnitrans shall ensure that bus shelters in the City are constructed in accordance with all applicable Americans with Disabilities Act ("ADA") guidelines, as well as other guidance laid out in Omnitrans' Transit Design Guidelines (2013).

**3.1.5 Shelter Types.** Shelter types include but are not limited to the following:

3.1.5.1 Standard blue or green Omnitrans shelter (13' or 17' length), which typically includes a trash receptacle, bench, advertising panel, map case/customer information, and solar-powered lighting.

3.1.5.2 Premium silver Omnitrans logo shelter (17' length), which typically includes a trash receptacle, bench, advertising panel, map case/customer information, solar-powered lighting, electronic real-time information sign, and bike rack.

3.1.5.3 The specific type of shelter to be used for each location shall be determined by mutual agreement of the parties.

**3.1.6 Maintenance and Cleaning.** Omnitrans shall wash all shelters within the City not less than once per month, clean the 15' radius of the shelters not less than once a week, and clean the benches not less than once per week.

- 3.1.7 Amenities - Waste Receptacles.** Omnitrans will place and maintain trash receptacles at all existing and future amenity locations, empty waste receptacles at least once per week, clean at least once a month, and add trash receptacles as required by law or in Omnitrans' discretion.
- 3.1.8 Relocation or Removal.** The City, in its sole discretion and at its expense may require the relocation or removal of any shelter if the physical surroundings or use of the shelter poses a threat to the public health or safety. In such case, Omnitrans shall be responsible for arranging for such relocation or removal. In all other cases, Omnitrans in its sole discretion and expense may remove and/or relocate any bus shelter for its operational convenience. Any new location shall be agreed upon by the Parties.
- 3.1.9 Advertising/Public Service Announcements.** At a minimum, two (2) advertising panels within the City's boundaries shall be made available for the City's use for public service announcements.
- 3.1.10 Electronic Advertising panels.** Electronic advertising panels may be used in future shelter designs, if agreed upon by City.
- 3.1.11 Advertising Content.** To the best of its ability, Omnitrans does not permit, under any circumstances, any advertisement that violates any federal, state, county, or local regulation, law, code, or ordinance; is or can be construed to be false, misleading, deceptive or libelous; contains copyright infringement; contains an endorsement by Omnitrans without prior written authorization; contains sexual or adult-oriented content according to contemporary community standards, obscenity, or nudity; depicts unlawful or detrimental conduct or advertises unlawful goods or services; demeans or disparages an individual or group based on race, color, religion, national origin, ancestry, gender, age, disability, or sexual orientation; contains images or descriptions of or incites violence; contains images of firearms in the foreground or making up 15% or more of the advertisement, profanity, alcohol, tobacco, graffiti, inappropriate graphics, political or religious information. All Advertisements that contain content or have a presentation that is objectionable, as so deemed by Omnitrans , will be removed from affected Amenities within 48 hours, regardless of prior approvals, at Omnitrans' or its Contractor's expense.
- 3.1.12 Approval by City.** Omnitrans and the City shall work cooperatively to identify bus shelter locations. Omnitrans shall not be required to apply for a permit from City to install a shelter.
- 3.1.13 Duty to Inform Public.** Omnitrans shall make every practicable effort to inform the community of the mechanisms in place for the public to report problems concerning the bus shelters and maintenance needs, which at a minimum is to provide contact information affixed to the shelter.

- 3.1.14 Loitering.** City will allow Omnitrans to install No Loitering signs at bus stops, which will assist Omnitrans in addressing vagrancy at the bus stops. City staff will meet with Omnitrans staff to discuss the possibility of the City passing an ordinance against loitering at bus stops that complies with applicable laws and regulations.
- 3.2 Term.** This Agreement shall have no date of termination unless terminated by the Parties, as provided herein.
- 3.3 Responsibilities**
- 3.3.1** The Services included in this Agreement shall be performed by Omnitrans and/or Contractor(s) or any other subcontractor under the Contractor's direct supervision.
- 3.3.2** Omnitrans and its Contractors retain the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Omnitrans or its Contractor(s) shall at all times be under the direction and control of its employer. Omnitrans shall require Contractor to execute contracts for the benefit of the City and Omnitrans, releasing the City and Omnitrans from all costs, expenses and liabilities arising from Contractor's negligent performance of the services.
- 3.3.3 Conformance to Applicable Requirements.** All work performed in connection with this Agreement shall be subject to the City's ordinances.
- 3.3.4 City's Representative.** The City hereby designates the (**insert appropriate City Department Head**), or his/her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all proposed work under this Contract. Omnitrans shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.3.5 Omnitrans' Representative.** Omnitrans hereby designates the Omnitrans Stops and Stations Supervisor, to act as its representative for the performance of this Agreement ("Omnitrans' Representative"). Omnitrans' Representative shall have the authority to represent and act on behalf of Omnitrans for all purposes under this Agreement. Omnitrans' Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures for the satisfactory coordination of all portions of the Program and Services under this Agreement.
- 3.3.6 Substitution of Key Personnel.** Omnitrans or City may substitute other personnel of at least equal competence in the place of the authorized Representative or other key personnel who are responsible for fulfilling the responsibilities within this Agreement with written notice to the other Party in accordance with this Agreement.

**3.3.7 Coordination of Services.** Omnitrans agrees to work with City staff in the performance of the Program and Services, and each Party's representative shall be available to the other at reasonable times with reasonable notice.

### **3.4 Insurance**

**3.4.1 Minimum Requirements.** Omnitrans and/or its Contractor(s) shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Omnitrans, its agents, representatives, employees or Contractor(s) and its subcontractors. Omnitrans shall also require any Contractor(s) to include contract provisions requiring that all subcontractors of the Contractor shall procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the minimum levels of coverage as described below.

**3.4.2 Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The City shall be named as an additional insured for all such coverage, where possible, and be provided with applicable endorsements as more particularly described below.

**3.4.3 Minimum Limits of Insurance.** Coverage shall be at least: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. The City shall be named as an additional insured for all such coverage, where possible, and be provided with applicable endorsements as more particularly described below.

**3.4.4 Insurance Endorsements.** The insurance policies shall contain the following provisions, or Omnitrans or its Contractor(s) shall provide endorsements on forms supplied or approved by the City, to add the following provisions to the insurance policies:

- 3.4.5 General Liability.** The general liability policy shall be endorsed to state that: (1) the City, and Omnitrans, and their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance with respect to the City and Omnitrans, and their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's or any subsequent Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Omnitrans or the City, or their directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's or any subsequent Contractor's insurance and shall not be called upon to contribute with it in any way.
- 3.4.6 Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) Omnitrans, the City, and their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor; and (2) the insurance coverage shall be primary insurance with respect to Omnitrans or the City, and their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor scheduled underlying coverage. Any insurance or self-insurance maintained by Omnitrans or the City, and their directors, officials, officers, employees, agents and volunteers shall be excess of the Contractors insurance and shall not be called upon to contribute with it in any way.
- 3.4.7 Worker's Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work deficiently performed by Omnitrans or its Contractor(s), or any other Contractor or subcontractor performing work pursuant to this Agreement.
- 3.4.8 All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Omnitrans and the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Omnitrans or the City, their directors, officials, officers, employees, agents and volunteers.

**3.4.9 Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Omnitrans or the City, its directors, officials, officers, employees, agents and volunteers.

**3.4.10 Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to Omnitrans and the City. Omnitrans or its Contractor(s) shall guarantee that the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Omnitrans or the City, and their directors, officials, officers, employees, agents and volunteers.

**3.4.11 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less A-VII, licensed to do business in California.

**3.4.12 Verification of Coverage.** The Contractor shall furnish to Omnitrans original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms satisfactory to Omnitrans. The City reserves the right to require complete copies of all required insurance policies, at any time.

**3.5 Compensation.** Omnitrans shall receive no monetary compensation or reimbursement from the City for the Program and the Services rendered under this Agreement. Except as provided elsewhere in this Agreement, the Program and Services are to be provided at no cost to the City. Omnitrans and the City acknowledge that all advertising revenue generated by the shelters shall be the sole property of Omnitrans and agree the right to such revenues is sufficient consideration for the performance of Omnitrans' obligations hereunder.

#### **4. General Provisions**

##### **4.1 Termination of Agreement.**

**4.1.1 Grounds for Termination.** Either Party may, by written notice to the other, terminate the whole or any part of this Agreement with cause by giving written notice of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

**4.2 Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Omnitrans: Attn: Director of Marketing & Planning  
Omnitrans

1700 West Fifth Street  
San Bernardino, CA 92411

City: Attn: City Manager  
City of XYZ  
12345 ABC STREET  
XYZ, CA. 12345

Such notice shall be deemed made when personally delivered or when mailed, twenty-four (24) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 4.3 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 4.4 Attorneys' Fees.** If either Party commences an action against the other Party, whether legal, administrative or otherwise, arising out of or in connection with this Agreement, neither Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 4.5 Indemnification.** Omnitrans shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of Omnitrans, its officials, officers, employees, agents, Contractors and subcontractors arising out of or in connection with the performance of, the Program, Services or this Agreement. City shall defend, indemnify and hold Omnitrans, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of City, its officials, officers, employees, agents, Contractors and subcontractors arising out of or in connection with the performance of, the Program, Services or this Agreement.
- 4.6 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

- 4.7 Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.
- 4.8 Time of Essence.** Time is of the essence for each and every provision of this Agreement.
- 4.9 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties
- 4.10 Construction, References, and Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Omnitrans include all personnel, employees, agents, and Contractors of Omnitrans, except as otherwise specified in this Agreement. All references to City include its officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 4.11 Amendment and Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 4.12 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppels, or otherwise.
- 4.13 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 4.14 Invalidity and Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 4.15 Prohibited Interest.** Omnitrans maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Omnitrans, to solicit or secure this Agreement. Further, Omnitrans warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Omnitrans, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipate material benefit arising there from.

- 4.16 Equal Opportunity Employment.** Omnitrans represents that it is an equal opportunity employer and it shall not discriminate against any contractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities relate to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Omnitrans shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 4.17 Labor Certification.** By its signature hereunder, Omnitrans certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 4.18 Authority to Enter Agreement.** Omnitrans has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 4.19 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 4.20 Assignment.** Omnitrans shall have the right to assign all or part of this Agreement upon consent of the City, which consent shall not be unreasonably withheld.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO BUS SHELTER SERVICES AGREEMENT**

**CITY OF XYZ**

**OMNITRANS**

By: \_\_\_\_\_  
{Name}  
City Manager  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
P. Scott Graham  
CEO/General Manager  
Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
{Name}  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
{Name}  
City Attorney

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
A. Haviva Shane  
Omnitrans Legal Counsel

DRAFT

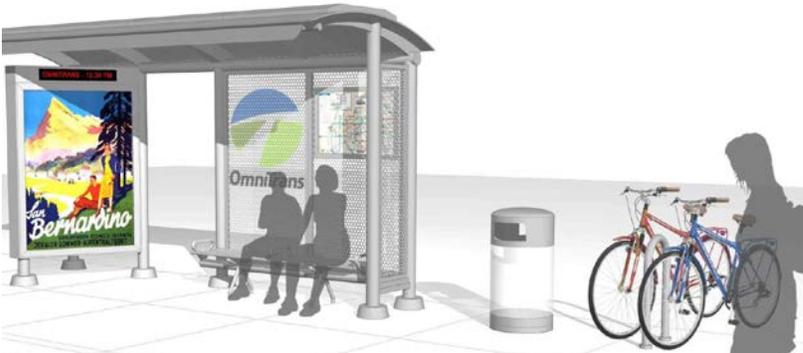
**ATTACHMENT A**

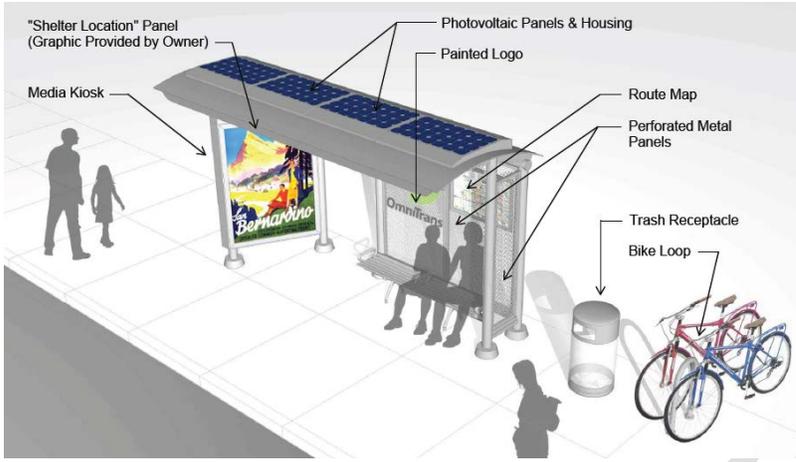
**Examples of shelters and amenities**

**Basic Shelter**



**Premium Shelter**





DRAFT

ITEM #           E7          

**DATE:** January 24, 2018

**TO:** Committee Chair Penny Lilburn and  
Members of the Plans and Programs Committee

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

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

**SUBJECT: WEST VALLEY CONNECTOR PROJECT UPDATE**

**FORM MOTION**

Receive and forward to the Board of Directors a project update for the West Valley Connector project.

**BACKGROUND**

On November 1, 2017, the Omnitrans Board of Directors approved a Cooperative Agreement between Omnitrans and the San Bernardino County Transportation Authority (SBCTA), which designated SBCTA as the lead agency for the completion of environmental, design, right-of-way acquisition, and construction of the West Valley Connector project. Omnitrans will operate the sbX bus rapid transit line that will result from the project, expected to begin operations in 2022. Omnitrans staff participates in weekly meetings with SBCTA staff to provide input on the project.

On January 10, 2018, the SBCTA Board of Directors authorized SBCTA staff to circulate the environmental document for the West Valley Connector project for the mandated 45-day public comment period, and to hold a public hearing after the circulation and public comment period to consider the West Valley Connector project and related Environmental Impact Report.

**Environmental Documentation**

Because of the use of Federal Transit Administration (FTA) funds, the West Valley Connector project is subject to both federal and state environmental laws. SBCTA is the lead agency under the California Environmental Quality Act (CEQA). The FTA is the lead federal agency under the National Environmental Protection Act (NEPA). SBCTA has prepared a draft Environmental Impact Report (EIR) pursuant to CEQA and a draft Environmental Assessment (EA) pursuant to NEPA, in cooperation with the FTA.

The environmental document evaluates significant or potentially significant environmental impacts associated with implementation of the proposed project; and it addresses appropriate and

feasible mitigation measures and alternatives to the proposed project that would reduce or eliminate those impacts.

The FTA completed a review of the administrative draft EIR/EA in January 2017. As a result of the review, the FTA felt additional public meetings needed to be conducted to reach out to the underserved communities along the alignment and to property owners along the 3.5 mile dedicated lane section on Holt Blvd. SBCTA held three meetings: one on June 13, 2017 to serve Ontario and the property owners along Holt Blvd, the second on June 14, 2017 to serve the communities of Rancho Cucamonga and Fontana, and the third meeting on June 15, 2017 to serve the communities of Montclair and Pomona.

Public comments generated from these meetings were provided back to FTA and reflected in the draft environmental document. The draft EIR/EA is being updated to address comments made by the FTA in their initial review and comments made by the public during the outreach meetings.

In April 2017, SBCTA presented to the SBCTA Transit Committee six scenarios of alignment options that had been studied. The six scenarios analyzed are explained in the table in Attachment A. In May 2017, the SBCTA Board directed staff to go forward with Scenario 6, Minimal Operating Segment. Scenario 6 is a two-phased approach with the portion of the alignment from Pomona to Victoria Gardens (known as the Milliken Alignment) to be completed in Phase I, which is expected to begin operations in 2022. The portion of the alignment from Ontario International Airport to Kaiser Permanente Medical Center in Fontana (the Haven Alignment) will be completed in Phase II of the project. The updated draft EIR/EA was updated to include the Scenario 6 routing alignment.

The updated draft EIR/EA was reviewed by the FTA between December 15, 2017 and January 17, 2018. (The draft EIR/EA also incorporates comments from Omnitrans staff). The updated draft examines a No Build Alternative and two Build Alternatives (A and B). The No Build Alternative proposes no improvements to the existing local bus services. The existing local bus service on Routes 61 and 66 would maintain current service of 15-minute headways, a total of four buses per hour in each direction.

Build Alternative A, a Rapid line with no dedicated bus-only lanes, would include the full 35-mile-long BRT corridor, which is comprised of the Phase I/Milliken Alignment, Phase II/Haven Alignment, and 60 side-running stations at 33 locations/ major intersections. No dedicated bus-only lanes would be included under this alternative. The map of the Phase I and Phase II project alignments is in Attachment B.

Build Alternative B, Full BRT with 3.5 miles of dedicated bus-only lanes in Ontario, is similar to Alternative A, with the exception that a 3.5-mile-long dedicated bus-only lane would be constructed between Benson Avenue and Vine Avenue and between Euclid Avenue and Vineyard Avenue in Ontario. This alternative would include five center-running stations and 50 side-running stations at 33 locations/major intersections.

45-day Public Comment Period and Hearing

As part of the environmental process, the draft EIR/EA will be circulated for 45 calendar days to allow government agencies, stakeholders, and the public to provide comments on the environmental document and on the West Valley Connector project in general. The 45-day public circulation period is currently scheduled to commence on February 9, 2018 and end on March 26, 2018.

Additionally, although not required, public hearings are encouraged as an element of the CEQA process. A public hearing to consider the West Valley Connector project and related Environmental Impact Report is tentatively scheduled for SBCTA’s April 4, 2018 Board meeting.

SBCTA’s anticipated schedule for environmental clearance for the West Valley Connector project is shown in the table below.

<b>Activity</b>	<b>Start</b>	<b>Finish</b>
FTA Second Review of Draft EA	12/15/17	1/17/18
45-day Public Circulation	2/09/18	3/26/18
Public Hearing	4/04/18	4/04/18
FTA Review Draft Final EA	6/07/18	7/05/18
Filing of NOD/Complete CEQA Approval	7/11/18	7/12/18
Submit Final EA to FTA	7/21/18	7/21/18
FTA /NEPA approval of Final EA/Filing of FONSI	7/23/18	8/10/18

SBCTA plans to complete environmental certification by August 2018 in order to meet the requirements to submit an application in September 2018 for FTA Small Starts capital grant funding for the project.

Strategic Initiative Supported – Omnitrans Strategic Plan FY2017-2020 Service and Operations Goal, Strategy 1.1 Introduce new service modes and/or adjust service to address needs of non-riders.

**CONCLUSION**

Receive and forward to the Board of Directors the project update related to environmental certification of the West Valley Connector project.

PSG:WW:AMJ

Attachments: A and B

**ATTACHMENT A - West Valley Connector Alignment Scenarios Summary & Preliminary Cost Estimates**

Alignment	Approximate Road Miles	Proposed Service Frequency Minutes (peak/off peak)	Existing Local Service Frequency Minutes <sup>1</sup> (peak/off peak)	Preliminary Estimated Capital Cost (Year of Expenditure)	Projected Annual Operations Cost (2017 \$'s)	Potential Net Local Route Operations Savings <sup>2</sup> (2017 \$'s)	Projected Net Annual Increase to Operations Cost (2017 \$'s)	Assumed Farebox Recovery for Cost Estimating Purposes <sup>3</sup>	Projected Increase in Annual Operating Subsidy (2017 \$'s)	Pros	Cons
1. Alternatives Analysis (Milliken Alignment)	26	\$ 1	15/30/60	\$ 256,000,000	\$ 6,800,000	\$ 2,790,000	\$ 4,010,000	30.00%	\$ 2,807,000	Direct Routing Easily Understood One seat ride from residentially richer areas of Fontana to job centers in Ontario and Pomona No intra-rapid transfers No transfer penalty time Consistent frequency Direct connection from RC Metrolink Station to ONT	Does not service Haven  Does not go into Victoria Gardens, closest stop is at Day Creek and Foothill
2. Jersey Zig-zag	28	10/15	Holt 15/15 Haven 30/60  Foothill 15/30  Milliken 60/60  Sierra 15/15	\$ 264,000,000	\$ 7,500,000	\$ 2,790,000	\$ 4,710,000	30.00%	\$ 3,297,000	Direct routing Easily Understood  No intra rapid transfers  Direct connection from RC Metrolink Station to ONT.  Consistent frequency on route	Does not service Haven south of Jersey Extends travel time for riders, perception on doubling back, not intuitive for riders Does not go into Victoria Gardens, closest stop is at Day Creek and Foothill Substantial duplication of existing service, 12 busses per hour on Foothill
3. Branch Alignment Approved by Omnitrans - overlap on Holt and Foothill	31	Holt 10/15 Haven 20/30 Milliken 20/30 Foothill 20/30 except where overlap between Milliken and VG, then 10/15  Sierra 20/30	Holt 15/15 Haven 30/60 Milliken 60/60  Foothill 15/30  Sierra 15/15	\$ 263,000,000	\$ 5,900,000	\$ 2,205,000	\$ 3,695,000	30.00%	\$ 2,586,500	Direct path Limited intra-rapid transfers Services Haven and Milliken Direct connection from RC Metrolink Station to ONT. Frequency matches Metrolink peak service frequency.	Reduced frequency on Foothill Not as easily understood Reduced frequency on Sierra Less local route operational savings on duplicated 66 due to lower frequency  Concerns with geographic equity due to different frequencies
4. Minimal Operating Segment - Pomona to Rancho Cucamonga Metrolink Station	14	10/15	0.3	\$ 213,000,000	\$ 3,800,000	\$ 1,800,000	\$ 2,000,000	30.00%	\$ 1,400,000	Improved frequency on highest ridership segment. Connects ONT, RC Metrolink Station, and Ontario Mills.	Less locations are connected (i.e. Foothill & Fontana connection made through transfers)  Not as easy to connect to the Green Line in the future.
5. Minimal Operating Segment - Pomona to Rancho Cucamonga Metrolink Station + enhanced service on Route 81/Haven	14 + Route 81/Haven	Holt 10/15  Milliken 10/15  Haven 15/30	Holt 15/15  Milliken 60/60  Haven 30/60	\$ 215,100,000	\$ 4,600,000	\$ 1,800,000	\$ 2,800,000	30.00%	\$ 1,960,000	Improved frequency on highest ridership segment. Connects ONT, RC Metrolink Station, and Ontario Mills  Increases frequency on Haven	Less locations are connected (i.e. Foothill & Fontana connection made through transfers)  Not as easy to connect to the Green Line in the future.
6. Minimal Operating Segment - Pomona to Victoria Gardens + enhanced service on Route 81/Haven	19 + Route 81/Haven	Holt 10/15  Haven 15/30  Foothill 15/30  Milliken 10/15	Holt 15/15  Haven 30/60  Foothill 15/30  Milliken 60/60	\$ 218,900,000	\$ 5,200,000	\$ 1,800,000	\$ 3,400,000	30.00%	\$ 2,380,000	Improved frequency on highest ridership segment. Connects ONT, RC Metrolink Station, Ontario Mills, and Victoria Gardens Increases frequency on Haven  Connects Rapid to high-frequency service on Foothill keeping network integrity intact.	Less locations are connected (i.e. Foothill & Fontana connection made through transfers)

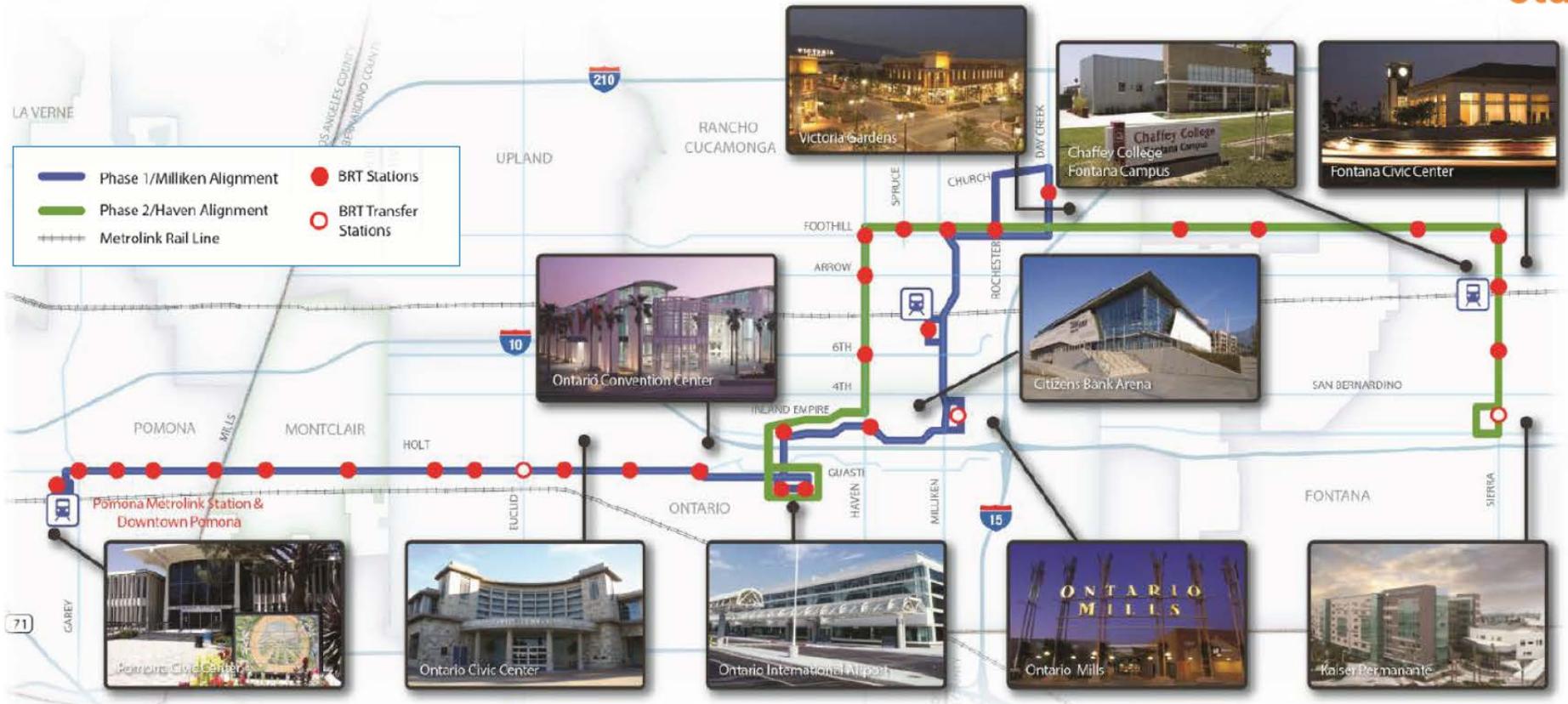
1. Unduplicated local service generally reduced to hourly service frequency with some cases of 30 minute service frequency, except where noted on Route 81/Haven.

2. Savings identified includes a 10% penalty to account for lost fare revenue. Local routing will be studied in detail as part of the update to the Omnitrans S RTP. Omnitrans anticipates using some savings from local routes for redistribution into local system to create high frequency future WVC/Gold Line connection. A well planned transfer connection at Sierra and Marigold is need to implement savings from the local service.

3. A 30% farebox recovery is being assumed to calculated estimated increase to the annual operating subsidy in lieu of projected ridership.

ATTACHMENT B – West Valley Connector Project Alignment

# West Valley Connector Pomona | Montclair | Ontario | Rancho Cucamonga | Fontana



ITEM #           E8          

**DATE:** January 24, 2018

**TO:** Committee Chair Penny Lilburn and  
Members of the Plans and Programs Committee

**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**

Recommend the Board of Directors receive and file OmniConnects Short-Range Transit Plan (SRTP) FY2019-2025 status update.

Recommend that the Board of Directors issue a Call for Public Hearings following the development of a financial plan and constrained plan at dates to be determined.

**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 which will cover FY2019-2025. SRTP's typically take a year to complete. Including the kickoff, this is the fourth SRTP update presented to Board/Board Committees. Previous updates covered:

- Timeline;
- Key Goals;
- Public Outreach: call for public meetings & results of those meeting;
- Stakeholder and JPA member outreach: meeting invitations & results of those meetings;
- Existing Conditions of Omnitrans Family of Services;
- Demographic Trends Analysis: Current Conditions & Projections;
- Planned Developments within Omnitrans Service Area; and,
- Key Performance Indicator Strategy

With the feedback on the previous topics, staff has begun developing unconstrained operating and capital plans; fare structure and early stages of the constrained operating and capital plans. The fare structure and constrained plans cannot be finalized and presented until a working financial plan is developed. This work is on-going between Omnitrans and the San Bernardino County Transportation Authority (SCTA). As a result, these will be included in a future SRTP update.

The unconstrained operating plan develops a list of services that would meet the service warrants, standards and goals for the agency without being financially constrained. Ultimately the unconstrained plan is prioritized and compared to the financial plan to develop the constrained operating plan.

Additionally, unconstrained plans are important for positioning the agency for future grants. Grant applications that show that the agency has planned service that has been vetted and evaluated through a SRTP process, but is not in service because of a lack of funding often score better than new proposals that have not gone through the same process.

In developing a draft unconstrained plan, several goals were used. Three of the ten overall SRTP goals directly impacted the formation of unconstrained plan including:

- **Network Enhancement:** Focus network design to improve travel speed, regional integration and multimodal connections while integrating rail into Omnitrans family of services;
- **Ridership Growth:** Seek opportunities to expand ridership while mitigating impact on existing riders; and,
- **Economic Opportunity:** 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.

Other specific planning goals, planned projects, specific developments, public and stakeholder feedback and regional planning studies impacted the development of the unconstrained plan. These include:

1. Redlands Rail/Arrow;
2. West Valley Connector and associated improvements on Haven Avenue;
3. SRTP Service Standard of 65% of services dedicated to productivity-oriented services and 35% dedicated to coverage-oriented services;
4. Regional planning studies including Southern California Association of Governments (SCAG's) Inter-County Study and Customer-Based Ride Sharing Study, which are both being completed with partnership between SBCTA and Omnitrans;
5. Public input regarding need for later evening service;
6. Key developments such as Renaissance in Rialto and development at the Ontario Eastvale border;
7. Ability to integrate with known partners Cap and Trade program grants; and
8. Performance of existing service in key corridors.

Recommended highest priority unconstrained items include maintaining current service levels, and implementing two high-quality transit projects: Arrow and West Valley Connector.

Coinciding with the implementation of Arrow, the unconstrained plan improves connections at the Downtown Redlands Station with slight route adjustments to serve the station and a route extension is included to provide feeder service. Two of the three connections between Redlands and San Bernardino are restructured to provide other connections since the rail connection will become the dominate connection between the two hubs.

In order to maximize the impact of the West Valley Connector, the unconstrained plan includes frequency improvements on three West Valley north-south routes. This allows for better connections to the West Valley Connector. Additionally, both SCAG studies mentioned above have suggested a need for higher frequency north-south service in West Valley. The unconstrained plan proposes this increase on Euclid Avenue, Haven Avenue and Sierra Avenue.

Once the West Valley Connector is in service, the unconstrained plan includes two options to provide a high-quality transit connection between the sbX Green Line and West Valley Connector including a Freeway Express Route on State Highway 210 connecting the San Bernardino Transit Center and Victoria Gardens and a limited stop route on 5<sup>th</sup> Street and Foothill Boulevard connecting the same two points.

The unconstrained plan proposes restructuring of several routes. These are designed to match the demographic and development trends discovered during earlier phases of the SRTP process.

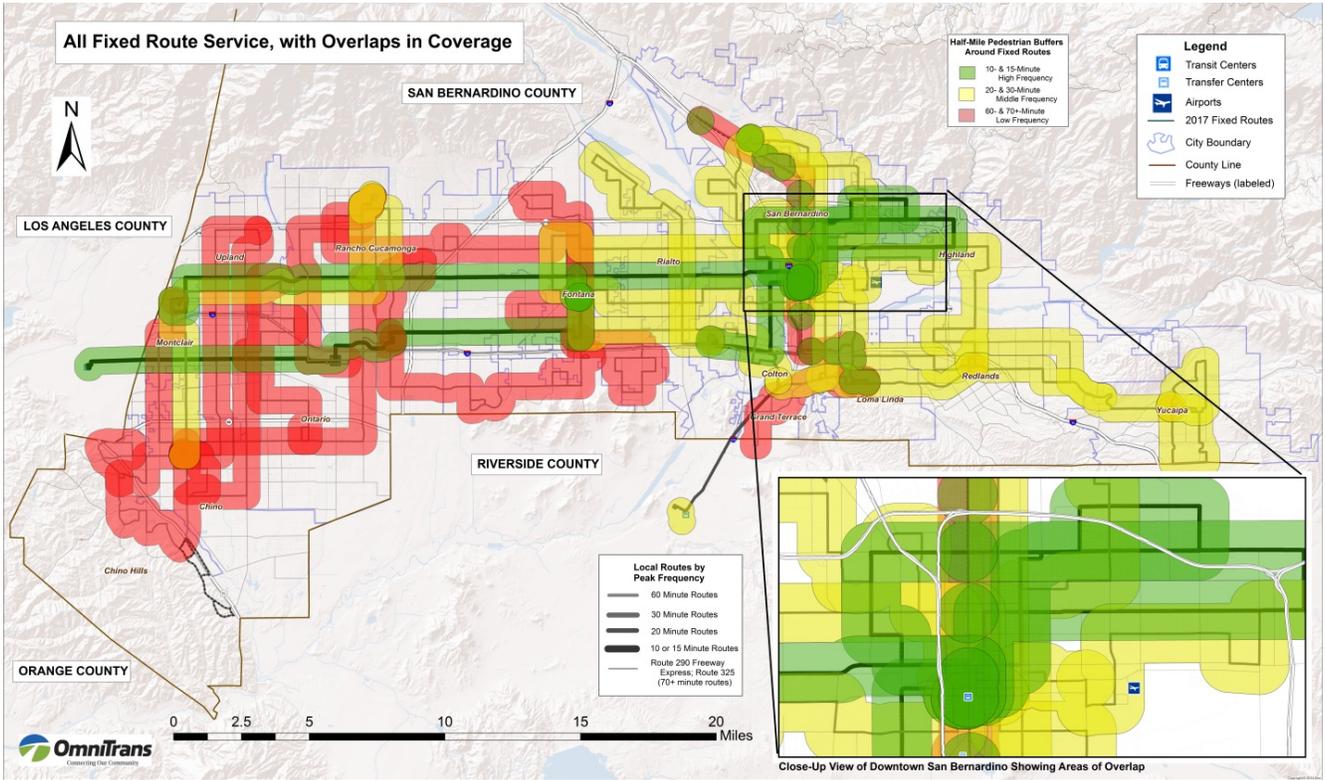
One key change is creating a linkage between Fontana and California State University, San Bernardino. This reduces duplication in Downtown San Bernardino; adds service to the Renaissance development in Rialto and allows for faster service to CSUSB from points west of San Bernardino.

Another key proposed route change occurs on Route 86. This route change includes two parts. The first implements a no cost change that was developed as part of the outreach for the Ontario Transformative Climate Communities grant. The second change extends the route to the border of Eastvale and Ontario to serve a new small transit center that Riverside Transit Agency has partnered with Amazon to deliver.

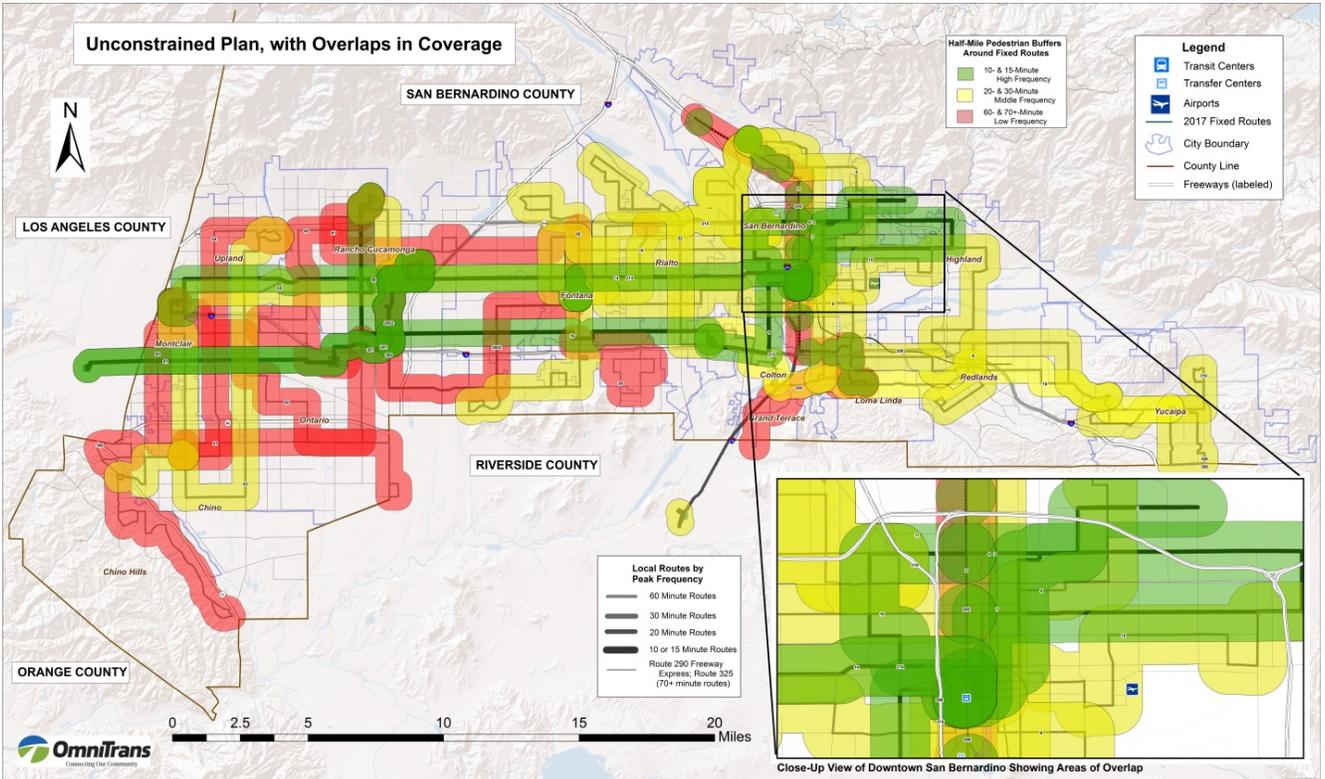
Several other smaller routing changes are also included. Exhibit 1 on the next page shows Omnitrans current coverage area. Exhibit 2 updates this for the unconstrained plan as anticipated in 2025.

In addition to map changes, the unconstrained plan includes proposed improvements to the span of service. Specifically the unconstrained plan proposes increasing the evening span of service on productivity-oriented routes to midnight on weekdays, 10:00 P.M. on Saturdays and 9:00 P.M. on Sundays. On each day, this increases the evening service by one to two hours. Additionally, the unconstrained plan includes costing for including Sunday holiday service on Omnitrans six closed holidays.

**Exhibit 1: Current Coverage Area Map for Omnitrans Routes by Frequency**



**Exhibit 2: Unconstrained Coverage Area Map for Omnitrans Routes by Frequency**



Moving forward Omnitrans will evaluate these unconstrained items compared to funding forecasts to determine what can be delivered. This will need to be shared with the public in order to bring a recommendation back to the Plans and Programs Committee and to the Board of Directors. To that end, staff seeks Plans and Program Committee approval to go straight to board to call for public meetings should these meetings be needed prior to the next quarterly Committee meeting.

### **CONCLUSION**

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

PSG:WW:JB