



PLANS AND PROGRAMS COMMITTEE

THURSDAY, MAY 25, 2017, 1:00 P.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.

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: To be determined.

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 – March 21, 2017 | 2 |
| 2. Recommend to Board of Directors, Community College Go Smart Program Agreements | 7 |
| 3. Recommend to Board of Directors, Digital Fares & Mobile Digital Pass Sales Outlet | 34 |
| 4. Receive and Forward to the Board of Directors, OmniConnects FY 2019-2025 SRTP Update | 37 |
| 5. Receive and Forward to the Board of Directors, sbX Corridor Business, Fixed Route Rider and Access Rider Surveys from sbX After Study | 39 |

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F. REMARKS AND ANNOUNCEMENTS

G. ADJOURNMENT



1700 W. Fifth St.
San Bernardino, CA 92411
909-379-7100
www.omnitrans.org

ITEM # E1

**PLANS AND PROGRAMS COMMITTEE
MINUTES
MARCH 21, 2017**

A. CALL TO ORDER

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 10:02 a.m., March 21, 2017.

Committee Members Present

Mayor Penny Lilburn, City of Highland – Committee Chair
Council Member Ron Dailey, City of Loma Linda
Supervisor Janice Rutherford, County of San Bernardino
Council Member Sam Spagnolo, City of Rancho Cucamonga
Council Member Alan Wapner, City of Ontario

Committee Members Not Present

Mayor Deborah Robertson, City of Rialto
Mayor Pro Tem Sylvia Robles, City of Grand Terrace

Omnitrans Administrative Staff Present

P. Scott Graham, CEO/General Manager
Doug Stanley, Director of Special Transit Services
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources/Safety & Security
Eugenia Pinheiro, Contracts Manager
Jennifer Sims, Director of Procurement
Wendy Williams, Director of Marketing and Planning
Jeremiah Bryant, Service Planning Manager
Omar Bryant, East Valley Maintenance Manager
Anna Jaiswal, Development Planning Manager
Maurice Mansion, Treasury Manager
John Steffon, Transportation 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 – November 29, 2016

M/S (Wapner/Dailey) that approved the Committee Minutes of November 29, 2016. Motion was unanimous by Members present.

Member Rutherford arrived at 10:06 a.m.

2. Receive and File – Premium Shelter Program Update

Development Planning Manager Anna Jaiswal presented this item. She stated that as part of Omnitrans' ongoing efforts to improve bus stops for passengers, a study was conducted asking passengers what amenities they felt were highly important. More than 900 surveys were received, and the three areas deemed most important to the customers were shelters, benches and lighting. Ms. Jaiswal stated that in light of these findings, staff is recommending a two-pronged approach as follows: 1) adding basic shelters, benches, and lighting to more bus stops throughout the system as funds are available; and 2) placing "premium shelters" at strategic locations with high ridership not located at a transit center or bus rapid transit station. She showed a graphic of the premium shelter design which includes the additional amenities. The recommendation is to install two shelters per year with the first proposed location at 5th/Medical Center.

There were questions from the Committee regarding the determining factors on where a premium shelter would be placed versus a basic shelter. There were also some questions regarding the cost and funding for this project.

Chair Lilburn mentioned that recently, bus shelters are a hot topic in the City of Highland and expressed her concern regarding bus shelter maintenance. She inquired who is responsible for maintaining the bus stops not owned by Omnitrans. She suggested that there be some accountability mechanism in place to ensure that the shelters are being well kept. Member Wapner suggested the idea of possibly incorporating an Adopt-a-Shelter program where a business can sponsor the bus stop and commit to keeping the area clean in exchange for some type of signage with their business name.

This item was received and filed.

3. Active Transportation Program Safe Routes to Transit Project Cooperative Agreement

Development Planning Manager Anna Jaiswal presented this item. She provided some background by stating that Omnitrans was awarded a grant in 2014 through the State Active Transportation Program (ATP) for walkability and pedestrian improvements. These improvements will specifically target areas within a half-mile radius of future West

Valley Connector stations. Ms. Jaiswal stated that the cooperative agreement included in the agenda packet would authorize Omnitrans to enter into an agreement with the cities of Pomona, Montclair, Ontario, Rancho Cucamonga and Fontana for the development of this project. She concluded her presentation by stating that the agreements were currently being reviewed by the various cities' legal counsels. Staff plans to bring the cooperative agreement to the Board of Directors for approval in May, and to present the Invitation for Bids (IFB) for construction at the June Board meeting.

M/S (Wapner/Dailey) to recommend the Board of Directors authorize the CEO/General Manager to enter into a cooperative agreement with the cities of Fontana, Montclair, Ontario, Pomona, and Rancho Cucamonga for the Active Transportation Program Safe Routes to Transit project.

4. OmniConnects FY2019-2025 SRTP Kick Off

Service Planning Manager Jeremiah Bryant presented this item. He provided some background by stating that the Short Range Transportation Plan (SRTP) is a five to seven year Business Plan for the Agency which is updated every three to four years. The SRTP is required by the Federal Transit Administration (FTA) in order to receive federal funding. Mr. Bryant explained that the SRTP is also used to prioritize service based on Public, Stakeholder, and Community Feedback. The last SRTP covers FY2015-2020 and was adopted in May 2014.

Mr. Bryant reviewed the following areas included in the SRTP:

- 1) SRTP Components
- 2) Key elements specific to this SRTP
- 3) Project timeline
- 4) Previous seven goals, noting this year staff recommended a Technology goal be included

Member Rutherford questioned the idea of long-term planning considering the decline in transit ridership not only within Omnitrans' service area but in public transit statewide. Mr. Bryant explained that the Southern California Association of Governments (SCAG) is studying this issue and the data shows other major transportation agencies are focusing on ridesharing and private transportation options, which has not been explored in depth by Omnitrans. Member Rutherford asked that the data be provided when available.

Mr. Bryant also mentioned that Omnitrans has focused on cost savings as a way to maintain the subsidy per passenger, while continuing to deliver the service needed. The concern with possibly cutting service is that if the trends change, additional ridership may be lost which will be difficult for the Agency to retain again in the future. He stated that staff will continue to look at the Alternative Delivery Service portion of the plan as one of the key areas.

Chair Lilburn requested that the elected officials be included in the meetings with the Joint Powers Agreement (JPA) partners in addition to the front line staff to ensure consistency.

The Committee received and recommended the report be presented to the Board.

Member Wapner left the meeting at 10:32 a.m.

5. Recommend to Board of Directors, Fiscal Year 2017-2018 Service Plan

Service Planning Manager Jeremiah Bryant presented this item. He provided some background by stating that each year the annual Service Plan is brought to the Board of Directors as part of the Agency's guiding documents for the upcoming fiscal year. Mr. Bryant reviewed the following areas included in this year's plan:

- 1) Introduction / Background
- 2) Ridership Trends
- 3) Proposed Services Changes - 1) High Frequency Route 61 Service into Ontario International Airport; and 2) Extend Service Span on sbX
- 4) FY2018 Service Forecasts
- 5) Fare Structure

Mr. Bryant noted some of the Mid-Year changes stating that this year's focus is on reliability. One of the key metrics for reliability is On Time Performance (OTP), noting that the OTP is at 87.2% compared to 85.2% last year. He stated that run times were also looked at and the system is running slightly faster, allowing for a reduction in midday frequency without impacting the customers and allowing for some increased service in the evening.

Member Dailey expressed some concern regarding the decline in ridership. Understanding that the current fuel prices could be a contributing factor, he asked if perhaps there are other factors that should be looked at closer. Mr. Bryant explained that the implementation of AB 60, which is a law that changed the driver license requirements in the State, had a significant impact to public transit in California. He noted that ridership is declining nationwide; however California is higher than the national average.

Mr. Bryant noted that one of the biggest impediments to transit is travel times and explained that the freeway express and high frequency routes such as the sbX seem to be attracting more ridership due to the travel time efficiencies. He stated that the goal is to find the right balance of maintaining the core ridership while growing the service in ways that attract new people.

Member Dailey asked what type of market research is conducted to determine new service needs. Mr. Bryant responded that the Southern California Association of Governments (SCAG) conducted a study that evaluated the current and future travel needs of people in Los Angeles and San Bernardino Counties. One of the dominant factors that came out of that study was airport connectivity.

The Committee engaged in a discussion regarding monitoring new services and ensuring that they are producing results.

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March 21, 2017 – Page 5

M/S (Dailey/Spagnolo) to recommend the Board of Directors adopt the Omnitrans Fiscal Year 2017-18 annual Service Plan.

6. Recommend to Board of Directors, Fiscal Year 2017-2018 Marketing Plan

Director of Marketing - Planning Wendy Williams presented this item and reviewed some of the targets and goals in this year's Marketing Plan.

- 1) Ridership – Projecting a 6.9% system wide decline
- 2) Revenue – Target is to remain equal or do better than break even on pass sales
- 3) Customer Satisfaction – 85% satisfaction rating; 15% or below for lost calls
- 4) Awareness/Public Opinion – Target is to maintain 90% in Public Awareness minimum of 75% in Positive Opinion. Improve community outreach 5% and 66% in positive media coverage

Ms. Williams also reviewed the Agency's plans for rebuilding ridership this coming year.

Member Spagnolo exited the room at 10:58 a.m. and returned at 11:00 a.m.

Member Rutherford questioned the benefit of using marketing funds for promotional partnerships with sports teams such as the Ontario Reign Zamboni for promoting the service.

Member Dailey stressed the importance of collecting and analyzing data to determine the impact of the marketing initiatives being implemented. Ms. Williams noted the comments from the Committee.

M/S (Dailey/Spagnolo) to recommend the Board of Directors adopt the Omnitrans Fiscal Year 2017-18 annual Marketing Plan.

F. REMARKS AND ANNOUNCEMENTS

There were no announcements.

G. ADJOURNMENT

The Plans & Programs Committee meeting adjourned at 11:20 a.m. The next Committee Meeting will be posted at Omnitrans and on the Omnitrans website.

Prepared by:

Araceli Barajas, Executive Staff Assistant



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

DATE: May 25, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: **COMMUNITY COLLEGE GO SMART PROGRAM AGREEMENTS**

FORM MOTION

Recommend to the Board of Directors that the CEO/General Manager be authorized to execute new revenue agreements with Chaffey College, Crafton Hills College, and San Bernardino Valley College which allow enrolled students with valid college ID cards unlimited rides on fixed route bus and future rail services and a 20 percent discount on the purchase of Access one-way fare tickets.

Omnitrans legal counsel has reviewed and approved these revenue agreements as to form.

BACKGROUND AND SUMMARY

After a successful one-year pilot program, Omnitrans established five-year “Go Smart” revenue agreements with Chaffey College, Crafton Hills College, and San Bernardino Valley College in 2012. Since that time, over 5.6 million Omnitrans trips have been attributed to students at these colleges. The current agreements expire on July 31, 2017.

Pursuant to Section 76361 of the California Education Code, a vote of the student body is required to impose student fees at community colleges. The California Education Code allows for up to a ten-year agreement for transportation fees. In April, student referendums were held at Chaffey College, San Bernardino Valley College and Crafton Hills College. At each college, the Omnitrans Go Smart transportation fee was approved by majority vote.

The revenue agreements also require the approval of the San Bernardino Community College District Board of Trustees, at their meeting scheduled for June 8, 2017 and the Chaffey College Governing Board, at their meeting scheduled for May 25, 2017.

FISCAL IMPACT

The student referendums approved ten-year programs at Chaffey College and San Bernardino Valley College and a five-year program at Crafton Hills College. Student government at Crafton Hills College did not support a ten-year term, and therefore placed a five-year term on the ballot. Additionally, the San Bernardino Community College District requested that the contracts for both of their campuses be issued for a five-year term. The San Bernardino Valley College agreement will be eligible for a five-year extension without a student vote; Crafton Hills College students will have to vote to extend the program.

The agreements allow each partner college to collect student fees from students each semester. For Fall and Spring semesters, each college shall pay Omnitrans \$9.00 for every student that registers for at least six units and \$8.00 for every student that registers for less than six units. For summer semester, each college shall pay Omnitrans \$6.00 for every student that registers for at least six units and \$5.00 for every student that registers for less than six units.

Based on current enrollment at Chaffey College, San Bernardino Valley College and Crafton Hills College, Omnitrans will generate approximately \$750,000 from the Go Smart Program in Fiscal Year 2017-18. Revenue growth from the Go Smart Program will be generated by future increased enrollments at partner colleges over the next five to ten years.

CONCLUSION

Staff recommends that the Board of Directors authorize the CEO/General Manager to execute new revenue agreements with Chaffey College, Crafton Hills College, and San Bernardino Valley College.

PSG: WW

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

THIS AGREEMENT is made and entered into this 7th day of June 2017, by and between
Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, a joint powers AGENCY of the state
of California (hereinafter referred to as "AGENCY") and Chaffey Community College District, a
community college district organized and exiting under California law (hereinafter referred to as
"COLLEGE").

WITNESSETH:

Pursuant to Section 76361 of the California Education Code and in consideration of the services to be rendered by AGENCY and the compensation to be paid therefore by COLLEGE, as herein set forth, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK AND PAYMENT

- A. COLLEGE agrees to provide its students with photo identification cards that contain required magnetic encoding that is readable by the AGENCY'S fareboxes. Required encoding includes a minimum of three elements: 1) unique college identifying number; 2) unique student identifying number; and, 3) the card version number. The AGENCY must test and approve the proposed card(s) ensuring compatibility with its fareboxes.
 - B. Upon written certification from COLLEGE of any necessary vote in accordance with Education Code Section 76361(b), AGENCY shall allow any eligible COLLEGE student to ride all of AGENCY'S fixed route bus and rail services at no charge during the period of this AGREEMENT. AGENCY shall allow any eligible COLLEGE student who is also pre-qualified to use AGENCY'S Access para-transit service to purchase Access one-way tickets at a twenty percent discount.
 - a. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the following criteria:
 - i. Possesses their own current, valid COLLEGE photo identification card bearing the approved magnetic stripe and compatibility with AGENCY fareboxes.
 - ii. Is currently registered and remains registered for the duration of the current academic term of COLLEGE.

- 1 iii. Is a student who has paid the transportation fee for the applicable academic term.
- 2 b. During breaks between academic terms, students who were eligible during the previous
- 3 term, but who do not meet the eligibility criteria for the upcoming academic term, shall
- 4 remain eligible until the start of the next academic term.
- 5 c. Eligible students attempting to ride without their current, valid COLLEGE photo
- 6 identification card will have to pay the applicable fare depending on the service and rider
- 7 type as defined by Omnitrans fare policy.
- 8 d. Any student who withdraws or is dismissed due to disciplinary action from the
- 9 COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for
- 10 the program regardless of fee payment.
- 11 e. COLLEGE photo identification cards and their accompanying AGENCY ridership
- 12 privileges are not transferable to another person.
- 13 f. Only a student's most recently issued COLLEGE student photo identification card that
- 14 meets the requirements described in this Article 1 shall be valid. All others are null and
- 15 void.
- 16 C. COLLEGE may, at its own volition, display on its premises related advertising matter as may
- 17 be supplied by AGENCY. Only advertising approved by the AGENCY concerning the
- 18 transportation program governed by this AGREEMENT may be displayed.
- 19 D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by
- 20 AGENCY, and shall to the best of its ability furnish to the public complete and accurate
- 21 information in accordance therewith.
- 22 E. COLLEGE shall be solely responsible to safely and securely upload eligible registered student
- 23 data to AGENCY portal in Comma-Separated Values ("CSV") format. Required data shall
- 24 include: 1) unique college identifying number; 2) unique student identifying number; and, 3) the
- 25 card version number. COLLEGE may upload data to AGENCY as frequently as needed to
- 26 ensure eligible students are active in AGENCY system. Note it may take up to forty-eight (48)
- 27 hours for uploaded data to become active.
- 28 a. Students whose data is not included in latest upload to AGENCY will be unable to use
- 29 their student photo identification card for fare payment on AGENCY vehicles.
- 30 b. No personal identifiable student information shall be included with any information
- 31 upload.
- 32 F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and

- 1 prevent fraudulent use of the COLLEGE student photo identification cards on AGENCY
2 vehicles. In the event a rider engages in fraudulent use, AGENCY shall inform COLLEGE and
3 discuss appropriate discipline, which may include rider suspension.
- 4 G. COLLEGE shall pay AGENCY \$9.00 (Nine Dollars) for every student who registers for at least
5 six (6) units and \$8.00 (Eight Dollars) for every student who registers for less than six (6) units,
6 for or during, each of the following academic terms: fall and spring. COLLEGE shall pay
7 AGENCY \$6.00 (Six Dollars) for every student who registers for at least six (6) units and \$5.00
8 (Five Dollars) for every student who registers for less than six (6) units, for or during, each
9 summer academic term. This fee is payable to AGENCY unless the student withdraws, is
10 dismissed due to disciplinary action, or decreases their number of units prior to the
11 COLLEGE'S refund deadline.
- 12 H. COLLEGE shall provide accurate documented enrollment by number of academic units for
13 each term to AGENCY no later than thirty (30) days after the start of the academic term.
14 AGENCY shall use this information to issue COLLEGE an invoice to be paid by COLLEGE
15 within thirty (30) days of receipt by COLLEGE.
- 16 I. AGENCY shall, on a monthly basis, provide COLLEGE with reports documenting the actual
17 usage of holders of COLLEGE photo identification cards approved for the transportation
18 program.

19

20 **ARTICLE 2. INDEPENDENT CONTRACTOR**

- 21 A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within
22 the meaning of any Workers' Compensation law, or any law which would entitle benefits
23 arising out of any state or federal unemployment or old age fund or similar law, or any right or
24 privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY,
25 by contract or otherwise, or to control its employees, except as herein provided as to the sale of
26 public transportation.
- 27 B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within
28 the meaning of any Workers' Compensation law, or any law which would entitle benefits
29 arising out of any state or federal unemployment or old age fund or similar law, or any right or
30 privilege extended by COLLEGE to its employees. AGENCY has no power to bind
31 COLLEGE, by contract or otherwise, or to control its employees, except as herein provided as
32 to the sale of public transportation.

1 **ARTICLE 3. INDEMNITY**

- 2 A. COLLEGE shall be responsible for required COLLEGE photo identification cards held by it
3 and shall indemnify and hold the AGENCY harmless from any loss whatsoever to such
4 COLLEGE photo identification cards and monies, whether occasioned by theft or otherwise.
5 B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees
6 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
7 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
8 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
9 injury or damages are caused by or result from the negligent acts or intentional omissions of
10 COLLEGE, its officers, agents, or employees.
11 C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees
12 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
13 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
14 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
15 injury or damages are caused by or result from the negligent acts or intentional omissions of
16 AGENCY, its officers, agents, or employees.

17 **ARTICLE 4. INSPECTION OF RECORDS**

- 18 A. COLLEGE shall permit an authorized representative of AGENCY, during standard business
19 hours, to examine, inspect and audit all records and accounts pertaining to this program, and
20 this AGREEMENT. COLLEGE shall make such records readily accessible, within five (5)
21 business days, to AGENCY during COLLEGE'S performance hereunder and for a period of
22 four (4) years from the date of final payment to AGENCY hereunder or termination of the
23 AGREEMENT, whichever occurs first.
24 B. AGENCY shall permit an authorized representative of COLLEGE, during standard business
25 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
26 AGREEMENT. AGENCY shall make such records readily accessible, within five (5) business
27 days, to COLLEGE during AGENCY'S performance hereunder and for a period of four (4)
28 years from the date of final payment from COLLEGE hereunder or termination of the
29 AGREEMENT, whichever occurs first.

1 **ARTICLE 5. ASSIGNMENT**

2 Due to the specific services being provided by AGENCY to COLLEGE, this AGREEMENT
3 shall not be assigned or transferred by COLLEGE without AGENCY'S prior written consent. The
4 photo identification cards provided by COLLEGE to its students may not be assigned, transferred or
5 used by any person other than the individual who received the card. In the event of dissolution of the
6 COLLEGE PASS program, this AGREEMENT shall terminate.

7 **ARTICLE 6. MODIFICATION**

8 No modification of this AGREEMENT shall be effective unless made in writing, signed by
9 both parties, and if required, approved by an agency's applicable governing body.

10 **ARTICLE 7. TERM**

11 This AGREEMENT shall be effective beginning ***August 1, 2017*** and shall continue in full force
12 and effect until ***July 31, 2027***, or until canceled by COLLEGE upon written notice to the other party
13 at least twelve (12) months prior to the effective date thereof. This AGREEMENT may be extended
14 and or renewed by mutual AGREEMENT, but must be confirmed in writing by the parties listed in
15 Article 10 Notification, or their designees or successors. Any extension or renewal must comply with
16 the requirements of Education Code Section 76361(d)(1).

17 **ARTICLE 8. TERMINATION**

- 18 A. COLLEGE shall pay AGENCY its payment for all student transportation fees in accordance
19 with Article 1(G) above collected by COLLEGE up to the date of termination. Thereafter
20 AGENCY shall have no further claims against COLLEGE under AGREEMENT.
- 21 B. AGENCY may terminate this AGREEMENT at any time for its convenience or for
22 COLLEGE'S default if COLLEGE breaches any material provision of this AGREEMENT and
23 fails to cure such breach within ten (10) calendar days of receipt of written notice of such
24 breach from AGENCY. If AGENCY so terminates for default, then COLLEGE shall pay
25 AGENCY its payment for all student transportation fees collected by COLLEGE up to the date
26 of termination. That payment shall be provided in full to AGENCY within thirty (30) calendar
27 days of receipt of the notice of termination.
- 28 C. COLLEGE may terminate this AGREEMENT for AGENCY'S default if AGENCY breaches
29 any material provision of this AGREEMENT and fails to cure such breach within ten (10)

1 calendar days of receipt of written notice of such breach from COLLEGE. If COLLEGE so
2 terminates for default, then COLLEGE shall pay AGENCY its payment for all student
3 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
4 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
5 termination.

6 D. COLLEGE may terminate this AGREEMENT within thirty (30) days written notice to
7 AGENCY if the student body and the Board of Trustees vote to repeal the transportation fee
8 necessary to fund the services provided by AGENCY under this AGREEMENT.

9 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes
10 in service may defeat the purpose of this AGREEMENT. In such event, COLLEGE may
11 provide written notice of such concerns to AGENCY. In the event COLLEGE and AGENCY
12 cannot agree to resolve such concerns, COLLEGE may proceed to provide written notice of
13 breach to AGENCY. If COLLEGE terminates the AGREEMENT for breach, then COLLEGE
14 shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to
15 the date of termination.

16

ARTICLE 9. SCHEDULING

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

25

ARTICLE 10. NOTIFICATION

26 All notices hereunder and communications regarding the interpretation of the terms of this
27 AGREEMENT, or changes thereto, shall be effected by delivery of said notices in person, via
28 electronic mail with delivery confirmation, or by depositing said notices in the U.S. mail, registered
29 or certified mail, returned receipt requested, postage prepaid and addressed as follows:
30

1 **To College:**
2 Chaffey College
3 Student Services
4 5885 N. Haven Avenue
5 Rancho Cucamonga, CA 91737
6 ATTENTION: Dr. Eric Bishop
7 Vice President, Student Services
8 Phone: 909-652-6502
9 Email: eric.bishop@chaffey.edu
10 with a copy to:
11 Chaffey College
12 Business Services
13 ATTENTION: Kim Erickson, Executive Director, Business Services
14 5885 N. Haven Avenue
15 Rancho Cucamonga, CA 91737
16 Phone: 909-652-6021
17 Email: kim.erickson@chaffey.edu
18

19 **To AGENCY:**
20 Omnitrans
21 Marketing & Planning Dept.
22 1700 West Fifth Street
23 San Bernardino, CA 92411
24 ATTENTION: Wendy Williams
25 Director of Marketing & Planning
26 Phone: 909-379-7151
27 Email: wendy.williams@omnitrans.org

ARTICLE 11. COMPLETE AGREEMENT

- 28 A. This AGREEMENT and documents incorporated herein constitute the complete and exclusive
29 statement of the terms of the AGREEMENT between AGENCY and COLLEGE and it
30 supersedes all prior representations, understandings, writings, and communications regarding
31 the services provided hereunder. The invalidity in whole or in part of any provision of this
32 AGREEMENT shall not affect the validity of other provisions. AGENCY'S failure to insist in
any one or more instances upon the performance of any term or terms of this AGREEMENT
shall not be construed as a waiver or relinquishment of AGENCY'S right to such performance
or to future performance of such a term or terms, and COLLEGE'S obligation in respect thereto
shall continue in full force and effect. Both parties agree time shall be of the essence under this
AGREEMENT.
- 33 B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of
any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of
COLLEGE'S right to such performance or to future performance of such a term or terms, and

- 1 AGENCY'S obligation in respect thereto shall continue in full force and effect.
- 2 C. The issuance of information, advice, approvals, or instructions by AGENCY'S technical
- 3 personnel or other representatives shall be deemed expressions of personal opinions only and
- 4 shall not affect AGENCY'S and COLLEGE'S rights and obligations hereunder.
- 5 D. The issuance of information, advice, approvals, or instructions by COLLEGE'S technical
- 6 personnel or other representatives shall be deemed expressions of personal opinions only and
- 7 shall not affect COLLEGE'S and AGENCY'S rights and obligations hereunder.
- 8

9 **ARTICLE 12. GOVERNING LAW AND VENUE**

10 The laws of the State of California, without regard to any conflicts of law provisions, shall
11 govern any action or claim arising out of this AGREEMENT. The parties agree that the venue for any
12 action or claim arising out of or related to this AGREEMENT shall be San Bernardino County. If any
13 action or claim concerning this AGREEMENT is brought by a third party, the parties agree to use
14 their best efforts to obtain a change of venue to San Bernardino County.

15 **ARTICLE 13. FORCE MAJEURE**

16 Either party shall be excused from performing its obligations under this AGREEMENT during the
17 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control
18 including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
19 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
20 material act of omission by the other party; when satisfactory evidence of such cause is presented to the
21 other party, and provided further that such nonperformance is unforeseeable, beyond the control and is
22 not due to the fault or negligence of the party not performing.

23
24
25

1 **IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be
2 executed on the day and year first above written.
3

4 **COLLEGE**

OMNITRANS

7 By _____
8 Kim Erickson
9 Executive Director, Business Services

By _____
P. Scott Graham
CEO, General Manager

10

11

12 **APPROVED AS TO FORM:**

13

14

15 By _____
16 Haviva Shane
17 Legal Counsel
18

1

GO SMART REVENUE AGREEMENT

2 **BETWEEN OMNITRANS AND CRAFTON HILLS COLLEGE**

3

4 **THIS AGREEMENT** is made and entered into this 8th day of June 2017, by and between

5 Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, a joint powers AGENCY of the state

6 of California (hereinafter referred to as "AGENCY") and the Crafton Hills College Campus of the

7 San Bernardino Community College District, a community college district organized and exiting

8 under California law (hereinafter referred to as "COLLEGE").

9

10

WITNESSETH:

11 Pursuant to Section 76361 of the California Education Code and in consideration of the services to be

12 rendered by AGENCY and the compensation to be paid therefore by COLLEGE, as herein set forth,

13 the parties agree as follows:

14

ARTICLE 1. STATEMENT OF WORK AND PAYMENT

15 A. COLLEGE agrees to provide its students with photo identification cards that contain required

16 magnetic encoding that is readable by the AGENCY'S fareboxes. Required encoding includes a

17 minimum of three elements: 1) unique college identifying number; 2) unique student identifying

18 number; and, 3) the card version number. The AGENCY must test and approve the proposed

19 card(s) ensuring compatibility with its fareboxes.

20 B. Upon written certification from COLLEGE of any necessary vote in accordance with Education

21 Code Section 76361(b), AGENCY shall allow any eligible COLLEGE student to ride all of

22 AGENCY'S fixed route bus and rail services at no charge during the period of this

23 AGREEMENT. AGENCY shall allow any eligible COLLEGE student who is also pre-

24 qualified to use AGENCY'S Access para-transit service to purchase Access one-way tickets at

25 a twenty percent discount.

26 a. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the

27 following criteria:

- 28
- 29 i. Possesses their own current, valid COLLEGE photo identification card bearing the
- 30 approved magnetic stripe and compatibility with AGENCY fareboxes.
- 31 ii. Is currently registered and remains registered for the duration of the current
- 32 academic term of COLLEGE.

- 1 iii. Is a student who has paid the transportation fee for the applicable academic term.
- 2 b. During breaks between academic terms, students who were eligible during the previous
- 3 term, but who do not meet the eligibility criteria for the upcoming academic term, shall
- 4 remain eligible until the start of the next academic term.
- 5 c. Eligible students attempting to ride without their current, valid COLLEGE photo
- 6 identification card will have to pay the applicable fare depending on the service and rider
- 7 type as defined by Omnitrans fare policy.
- 8 d. Any student who withdraws or is dismissed due to disciplinary action from the
- 9 COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for
- 10 the program regardless of fee payment.
- 11 e. COLLEGE photo identification cards and their accompanying AGENCY ridership
- 12 privileges are not transferable to another person.
- 13 f. Only a student's most recently issued COLLEGE student photo identification card that
- 14 meets the requirements described in this Article 1 shall be valid. All others are null and
- 15 void.
- 16 C. COLLEGE may, at its own volition, display on its premises related advertising matter as may
- 17 be supplied by AGENCY. Only advertising approved by the AGENCY concerning the
- 18 transportation program governed by this AGREEMENT may be displayed.
- 19 D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by
- 20 AGENCY, and shall to the best of its ability furnish to the public complete and accurate
- 21 information in accordance therewith.
- 22 E. COLLEGE shall be solely responsible to safely and securely upload eligible registered student
- 23 data to AGENCY portal in Comma-Separated Values ("CSV") format. Required data shall
- 24 include: 1) unique college identifying number; 2) unique student identifying number; and, 3) the
- 25 card version number. COLLEGE may upload data to AGENCY as frequently as needed to
- 26 ensure eligible students are active in AGENCY system. Note it may take up to forty-eight (48)
- 27 hours for uploaded data to become active.
- 28 a. Students whose data is not included in latest upload to AGENCY will be unable to use
- 29 their student photo identification card for fare payment on AGENCY vehicles.
- 30 b. No personal identifiable student information shall be included with any information
- 31 upload.
- 32 F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and

- 1 prevent fraudulent use of the COLLEGE student photo identification cards on AGENCY
2 vehicles. In the event a rider engages in fraudulent use, AGENCY shall inform COLLEGE and
3 discuss appropriate discipline, which may include rider suspension.
- 4 G. COLLEGE shall pay AGENCY \$9.00 (Nine Dollars) for every student who registers for at least
5 six (6) units and \$8.00 (Eight Dollars) for every student who registers for less than six (6) units,
6 for or during, each of the following academic terms: fall and spring. COLLEGE shall pay
7 AGENCY \$6.00 (Six Dollars) for every student who registers for at least six (6) units and \$5.00
8 (Five Dollars) for every student who registers for less than six (6) units, for or during, each
9 summer academic term. This fee is payable to AGENCY unless the student withdraws, is
10 dismissed due to disciplinary action, or decreases their number of units prior to the
11 COLLEGE'S refund deadline.
- 12 H. COLLEGE shall provide accurate documented enrollment by number of academic units for
13 each term to AGENCY no later than thirty (30) days after the start of the academic term.
14 AGENCY shall use this information to issue COLLEGE an invoice to be paid by COLLEGE
15 within thirty (30) days of receipt by COLLEGE.
- 16 I. AGENCY shall, on a monthly basis, provide COLLEGE with reports documenting the actual
17 usage of holders of COLLEGE photo identification cards approved for the transportation
18 program.

19

20 **ARTICLE 2. INDEPENDENT CONTRACTOR**

- 21 A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within
22 the meaning of any Workers' Compensation law, or any law which would entitle benefits
23 arising out of any state or federal unemployment or old age fund or similar law, or any right or
24 privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY,
25 by contract or otherwise, or to control its employees, except as herein provided as to the sale of
26 public transportation.
- 27 B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within
28 the meaning of any Workers' Compensation law, or any law which would entitle benefits
29 arising out of any state or federal unemployment or old age fund or similar law, or any right or
30 privilege extended by COLLEGE to its employees. AGENCY has no power to bind
31 COLLEGE, by contract or otherwise, or to control its employees, except as herein provided as
32 to the sale of public transportation.

1 **ARTICLE 3. INDEMNITY**

- 2 A. COLLEGE shall be responsible for required COLLEGE photo identification cards held by it
3 and shall indemnify and hold the AGENCY harmless from any loss whatsoever to such
4 COLLEGE photo identification cards and monies, whether occasioned by theft or otherwise.
5 B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees
6 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
7 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
8 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
9 injury or damages are caused by or result from the negligent acts or intentional omissions of
10 COLLEGE, its officers, agents, or employees.
11 C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees
12 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
13 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
14 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
15 injury or damages are caused by or result from the negligent acts or intentional omissions of
16 AGENCY, its officers, agents, or employees.

17 **ARTICLE 4. INSPECTION OF RECORDS**

- 18 A. COLLEGE shall permit an authorized representative of AGENCY, during standard business
19 hours, to examine, inspect and audit all records and accounts pertaining to this program, and
20 this AGREEMENT. COLLEGE shall make such records readily accessible, within five (5)
21 business days, to AGENCY during COLLEGE'S performance hereunder and for a period of
22 four (4) years from the date of final payment to AGENCY hereunder or termination of the
23 AGREEMENT, whichever occurs first.
24 B. AGENCY shall permit an authorized representative of COLLEGE, during standard business
25 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
26 AGREEMENT. AGENCY shall make such records readily accessible, within five (5) business
27 days, to COLLEGE during AGENCY'S performance hereunder and for a period of four (4)
28 years from the date of final payment from COLLEGE hereunder or termination of the
29 AGREEMENT, whichever occurs first.

1 **ARTICLE 5. ASSIGNMENT**

2 Due to the specific services being provided by AGENCY to COLLEGE, this AGREEMENT
3 shall not be assigned or transferred by COLLEGE without AGENCY'S prior written consent. The
4 photo identification cards provided by COLLEGE to its students may not be assigned, transferred or
5 used by any person other than the individual who received the card. In the event of dissolution of the
6 COLLEGE PASS program, this AGREEMENT shall terminate.

7 **ARTICLE 6. MODIFICATION**

8 No modification of this AGREEMENT shall be effective unless made in writing, signed by
9 both parties, and if required, approved by an agency's applicable governing body.

10 **ARTICLE 7. TERM**

11 This AGREEMENT shall be effective beginning ***August 1, 2017*** and shall continue in full force
12 and effect until ***July 31, 2022***, or until canceled by COLLEGE upon written notice to the other party
13 at least twelve (12) months prior to the effective date thereof. This AGREEMENT may be extended
14 and or renewed by mutual AGREEMENT, but must be confirmed in writing by the parties listed in
15 Article 10 Notification, or their designees or successors. Any extension or renewal must comply with
16 the requirements of Education Code Section 76361(d)(1).

17 **ARTICLE 8. TERMINATION**

- 18 A. COLLEGE shall pay AGENCY its payment for all student transportation fees in accordance
19 with Article 1(G) above collected by COLLEGE up to the date of termination. Thereafter
20 AGENCY shall have no further claims against COLLEGE under AGREEMENT.
- 21 B. AGENCY may terminate this AGREEMENT at any time for its convenience or for
22 COLLEGE'S default if COLLEGE breaches any material provision of this AGREEMENT and
23 fails to cure such breach within ten (10) calendar days of receipt of written notice of such
24 breach from AGENCY. If AGENCY so terminates for default, then COLLEGE shall pay
25 AGENCY its payment for all student transportation fees collected by COLLEGE up to the date
26 of termination. That payment shall be provided in full to AGENCY within thirty (30) calendar
27 days of receipt of the notice of termination.
- 28 C. COLLEGE may terminate this AGREEMENT for AGENCY'S default if AGENCY breaches
29 any material provision of this AGREEMENT and fails to cure such breach within ten (10)

1 calendar days of receipt of written notice of such breach from COLLEGE. If COLLEGE so
2 terminates for default, then COLLEGE shall pay AGENCY its payment for all student
3 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
4 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
5 termination.

6 D. COLLEGE may terminate this AGREEMENT within thirty (30) days written notice to
7 AGENCY if the student body and the Board of Trustees vote to repeal the transportation fee
8 necessary to fund the services provided by AGENCY under this AGREEMENT.

9 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes
10 in service may defeat the purpose of this AGREEMENT. In such event, COLLEGE may
11 provide written notice of such concerns to AGENCY. In the event COLLEGE and AGENCY
12 cannot agree to resolve such concerns, COLLEGE may proceed to provide written notice of
13 breach to AGENCY. If COLLEGE terminates the AGREEMENT for breach, then COLLEGE
14 shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to
15 the date of termination.

16

ARTICLE 9. SCHEDULING

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

25

ARTICLE 10. NOTIFICATION

26 All notices hereunder and communications regarding the interpretation of the terms of this
27 AGREEMENT, or changes thereto, shall be effected by delivery of said notices in person, via
28 electronic mail with delivery confirmation, or by depositing said notices in the U.S. mail, registered
29 or certified mail, returned receipt requested, postage prepaid and addressed as follows:
30

1 **To College:**
2 San Bernardino Community College District
3 Business Services
4 114 S. Del Rosa Drive
5 San Bernardino, CA 92408
6 ATTENTION: Steven J. Sutorus
7 Business Manager
8 Phone: 909-382-4031 Fax: 909-382-0174
9 Email: ssutorus@sbccd.edu

10

1 **To AGENCY:**
2 Omnitrans
3 Marketing & Planning Dept.
4 1700 West Fifth Street
5 San Bernardino, CA 92411
6 ATTENTION: Wendy Williams
7 Director of Marketing & Planning
8 Phone: 909-379-7151
9 Email: wendy.williams@omnitrans.org

ARTICLE 11. COMPLETE AGREEMENT

- A. This AGREEMENT and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between AGENCY and COLLEGE and it supersedes all prior representations, understandings, writings, and communications regarding the services provided hereunder. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. AGENCY'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of AGENCY'S right to such performance or to future performance of such a term or terms, and COLLEGE'S obligation in respect thereto shall continue in full force and effect. Both parties agree time shall be of the essence under this AGREEMENT.
- B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of COLLEGE'S right to such performance or to future performance of such a term or terms, and AGENCY'S obligation in respect thereto shall continue in full force and effect.
- C. The issuance of information, advice, approvals, or instructions by AGENCY'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect AGENCY'S and COLLEGE'S rights and obligations hereunder.
- D. The issuance of information, advice, approvals, or instructions by COLLEGE'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect COLLEGE'S and AGENCY'S rights and obligations hereunder.

1 **ARTICLE 12. GOVERNING LAW AND VENUE**

2 The laws of the State of California, without regard to any conflicts of law provisions, shall
3 govern any action or claim arising out of this AGREEMENT. The parties agree that the venue for any
4 action or claim arising out of or related to this AGREEMENT shall be San Bernardino County. If any
5 action or claim concerning this AGREEMENT is brought by a third party, the parties agree to use
6 their best efforts to obtain a change of venue to San Bernardino County.

7

8 **ARTICLE 13. FORCE MAJEURE**

9 Either party shall be excused from performing its obligations under this AGREEMENT during the
10 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control
11 including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
12 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
13 material act of omission by the other party; when satisfactory evidence of such cause is presented to the
14 other party, and provided further that such nonperformance is unforeseeable, beyond the control and is
15 not due to the fault or negligence of the party not performing.

16

17 **IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be
18 executed on the day and year first above written.

19

20 **COLLEGE**

OMNITRANS

21

22 By _____

By _____

23 Steven J. Sutorus

P. Scott Graham

24 Business Manager

CEO, General Manager

25 Fiscal Services

26

27

28

29

30

31

32

APPROVED AS TO FORM:

By _____

Haviva Shane

Legal Counsel

GO SMART REVENUE AGREEMENT
BETWEEN OMNITRANS AND SAN BERNARDINO VALLEY COLLEGE

THIS AGREEMENT is made and entered into this 8th day of June 2017, by and between Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, a joint powers AGENCY of the state of California (hereinafter referred to as "AGENCY") and the San Bernardino Valley College Campus of the San Bernardino Community College District, a community college district organized and exiting under California law (hereinafter referred to as "COLLEGE").

WITNESSETH:

Pursuant to Section 76361 of the California Education Code and in consideration of the services to be rendered by AGENCY and the compensation to be paid therefore by COLLEGE, as herein set forth, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK AND PAYMENT

- A. COLLEGE agrees to provide its students with photo identification cards that contain required magnetic encoding that is readable by the AGENCY'S fareboxes. Required encoding includes a minimum of three elements: 1) unique college identifying number; 2) unique student identifying number; and, 3) the card version number. The AGENCY must test and approve the proposed card(s) ensuring compatibility with its fareboxes.
 - B. Upon written certification from COLLEGE of any necessary vote in accordance with Education Code Section 76361(b), AGENCY shall allow any eligible COLLEGE student to ride all of AGENCY'S fixed route bus and rail services at no charge during the period of this AGREEMENT. AGENCY shall allow any eligible COLLEGE student who is also pre-qualified to use AGENCY'S Access para-transit service to purchase Access one-way tickets at a twenty percent discount.
 - a. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the following criteria:
 - i. Possesses their own current, valid COLLEGE photo identification card bearing the approved magnetic stripe and compatibility with AGENCY fareboxes.
 - ii. Is currently registered and remains registered for the duration of the current academic term of COLLEGE.

- 1 iii. Is a student who has paid the transportation fee for the applicable academic term.
- 2 b. During breaks between academic terms, students who were eligible during the previous
- 3 term, but who do not meet the eligibility criteria for the upcoming academic term, shall
- 4 remain eligible until the start of the next academic term.
- 5 c. Eligible students attempting to ride without their current, valid COLLEGE photo
- 6 identification card will have to pay the applicable fare depending on the service and rider
- 7 type as defined by Omnitrans fare policy.
- 8 d. Any student who withdraws or is dismissed due to disciplinary action from the
- 9 COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for
- 10 the program regardless of fee payment.
- 11 e. COLLEGE photo identification cards and their accompanying AGENCY ridership
- 12 privileges are not transferable to another person.
- 13 f. Only a student's most recently issued COLLEGE student photo identification card that
- 14 meets the requirements described in this Article 1 shall be valid. All others are null and
- 15 void.
- 16 C. COLLEGE may, at its own volition, display on its premises related advertising matter as may
- 17 be supplied by AGENCY. Only advertising approved by the AGENCY concerning the
- 18 transportation program governed by this AGREEMENT may be displayed.
- 19 D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by
- 20 AGENCY, and shall to the best of its ability furnish to the public complete and accurate
- 21 information in accordance therewith.
- 22 E. COLLEGE shall be solely responsible to safely and securely upload eligible registered student
- 23 data to AGENCY portal in Comma-Separated Values ("CSV") format. Required data shall
- 24 include: 1) unique college identifying number; 2) unique student identifying number; and, 3) the
- 25 card version number. COLLEGE may upload data to AGENCY as frequently as needed to
- 26 ensure eligible students are active in AGENCY system. Note it may take up to forty-eight (48)
- 27 hours for uploaded data to become active.
- 28 a. Students whose data is not included in latest upload to AGENCY will be unable to use
- 29 their student photo identification card for fare payment on AGENCY vehicles.
- 30 b. No personal identifiable student information shall be included with any information
- 31 upload.
- 32 F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and

- 1 prevent fraudulent use of the COLLEGE student photo identification cards on AGENCY
2 vehicles. In the event a rider engages in fraudulent use, AGENCY shall inform COLLEGE and
3 discuss appropriate discipline, which may include rider suspension.
- 4 G. COLLEGE shall pay AGENCY \$9.00 (Nine Dollars) for every student who registers for at least
5 six (6) units and \$8.00 (Eight Dollars) for every student who registers for less than six (6) units,
6 for or during, each of the following academic terms: fall and spring. COLLEGE shall pay
7 AGENCY \$6.00 (Six Dollars) for every student who registers for at least six (6) units and \$5.00
8 (Five Dollars) for every student who registers for less than six (6) units, for or during, each
9 summer academic term. This fee is payable to AGENCY unless the student withdraws, is
10 dismissed due to disciplinary action, or decreases their number of units prior to the
11 COLLEGE'S refund deadline.
- 12 H. COLLEGE shall provide accurate documented enrollment by number of academic units for
13 each term to AGENCY no later than thirty (30) days after the start of the academic term.
14 AGENCY shall use this information to issue COLLEGE an invoice to be paid by COLLEGE
15 within thirty (30) days of receipt by COLLEGE.
- 16 I. AGENCY shall, on a monthly basis, provide COLLEGE with reports documenting the actual
17 usage of holders of COLLEGE photo identification cards approved for the transportation
18 program.

19

20 **ARTICLE 2. INDEPENDENT CONTRACTOR**

- 21 A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within
22 the meaning of any Workers' Compensation law, or any law which would entitle benefits
23 arising out of any state or federal unemployment or old age fund or similar law, or any right or
24 privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY,
25 by contract or otherwise, or to control its employees, except as herein provided as to the sale of
26 public transportation.
- 27 B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within
28 the meaning of any Workers' Compensation law, or any law which would entitle benefits
29 arising out of any state or federal unemployment or old age fund or similar law, or any right or
30 privilege extended by COLLEGE to its employees. AGENCY has no power to bind
31 COLLEGE, by contract or otherwise, or to control its employees, except as herein provided as
32 to the sale of public transportation.

1 **ARTICLE 3. INDEMNITY**

- 2 A. COLLEGE shall be responsible for required COLLEGE photo identification cards held by it
3 and shall indemnify and hold the AGENCY harmless from any loss whatsoever to such
4 COLLEGE photo identification cards and monies, whether occasioned by theft or otherwise.
5 B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees
6 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
7 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
8 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
9 injury or damages are caused by or result from the negligent acts or intentional omissions of
10 COLLEGE, its officers, agents, or employees.
11 C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees
12 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
13 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
14 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
15 injury or damages are caused by or result from the negligent acts or intentional omissions of
16 AGENCY, its officers, agents, or employees.

17 **ARTICLE 4. INSPECTION OF RECORDS**

- 18 A. COLLEGE shall permit an authorized representative of AGENCY, during standard business
19 hours, to examine, inspect and audit all records and accounts pertaining to this program, and
20 this AGREEMENT. COLLEGE shall make such records readily accessible, within five (5)
21 business days, to AGENCY during COLLEGE'S performance hereunder and for a period of
22 four (4) years from the date of final payment to AGENCY hereunder or termination of the
23 AGREEMENT, whichever occurs first.
24 B. AGENCY shall permit an authorized representative of COLLEGE, during standard business
25 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
26 AGREEMENT. AGENCY shall make such records readily accessible, within five (5) business
27 days, to COLLEGE during AGENCY'S performance hereunder and for a period of four (4)
28 years from the date of final payment from COLLEGE hereunder or termination of the
29 AGREEMENT, whichever occurs first.

30
31
32

1 **ARTICLE 5. ASSIGNMENT**

2 Due to the specific services being provided by AGENCY to COLLEGE, this AGREEMENT
3 shall not be assigned or transferred by COLLEGE without AGENCY'S prior written consent. The
4 photo identification cards provided by COLLEGE to its students may not be assigned, transferred or
5 used by any person other than the individual who received the card. In the event of dissolution of the
6 COLLEGE PASS program, this AGREEMENT shall terminate.

7 **ARTICLE 6. MODIFICATION**

8 No modification of this AGREEMENT shall be effective unless made in writing, signed by
9 both parties, and if required, approved by an agency's applicable governing body.

10 **ARTICLE 7. TERM**

11 This AGREEMENT shall be effective beginning ***August 1, 2017*** and shall continue in full force
12 and effect until ***July 31, 2022***, or until canceled by COLLEGE upon written notice to the other party
13 at least twelve (12) months prior to the effective date thereof. This AGREEMENT may be extended
14 and or renewed by mutual AGREEMENT, but must be confirmed in writing by the parties listed in
15 Article 10 Notification, or their designees or successors. Any extension or renewal must comply with
16 the requirements of Education Code Section 76361(d)(1).

17 **ARTICLE 8. TERMINATION**

- 18 A. COLLEGE shall pay AGENCY its payment for all student transportation fees in accordance
19 with Article 1(G) above collected by COLLEGE up to the date of termination. Thereafter
20 AGENCY shall have no further claims against COLLEGE under AGREEMENT.
- 21 B. AGENCY may terminate this AGREEMENT at any time for its convenience or for
22 COLLEGE'S default if COLLEGE breaches any material provision of this AGREEMENT and
23 fails to cure such breach within ten (10) calendar days of receipt of written notice of such
24 breach from AGENCY. If AGENCY so terminates for default, then COLLEGE shall pay
25 AGENCY its payment for all student transportation fees collected by COLLEGE up to the date
26 of termination. That payment shall be provided in full to AGENCY within thirty (30) calendar
27 days of receipt of the notice of termination.
- 28 C. COLLEGE may terminate this AGREEMENT for AGENCY'S default if AGENCY breaches
29 any material provision of this AGREEMENT and fails to cure such breach within ten (10)

1 calendar days of receipt of written notice of such breach from COLLEGE. If COLLEGE so
2 terminates for default, then COLLEGE shall pay AGENCY its payment for all student
3 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
4 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
5 termination.

6 D. COLLEGE may terminate this AGREEMENT within thirty (30) days written notice to
7 AGENCY if the student body and the Board of Trustees vote to repeal the transportation fee
8 necessary to fund the services provided by AGENCY under this AGREEMENT.

9 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes
10 in service may defeat the purpose of this AGREEMENT. In such event, COLLEGE may
11 provide written notice of such concerns to AGENCY. In the event COLLEGE and AGENCY
12 cannot agree to resolve such concerns, COLLEGE may proceed to provide written notice of
13 breach to AGENCY. If COLLEGE terminates the AGREEMENT for breach, then COLLEGE
14 shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to
15 the date of termination.

16

ARTICLE 9. SCHEDULING

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

25

ARTICLE 10. NOTIFICATION

26 All notices hereunder and communications regarding the interpretation of the terms of this
27 AGREEMENT, or changes thereto, shall be effected by delivery of said notices in person, via
28 electronic mail with delivery confirmation, or by depositing said notices in the U.S. mail, registered
29 or certified mail, returned receipt requested, postage prepaid and addressed as follows:

1 **To College:**
2 San Bernardino Community College District
3 Business Services
4 114 S. Del Rosa Drive
5 San Bernardino, CA 92408
6 ATTENTION: Steven J. Sutorus
7 Business Manager
8 Phone: 909-382-4031 Fax: 909-382-0174
9 Email: ssutorus@sbccd.edu

10

1 **To AGENCY:**
2 Omnitrans
3 Marketing & Planning Dept.
4 1700 West Fifth Street
5 San Bernardino, CA 92411
6 ATTENTION: Wendy Williams
7 Director of Marketing & Planning
8 Phone: 909-379-7151
9 Email: wendy.williams@omnitrans.org

ARTICLE 11. COMPLETE AGREEMENT

- A. This AGREEMENT and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between AGENCY and COLLEGE and it supersedes all prior representations, understandings, writings, and communications regarding the services provided hereunder. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. AGENCY'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of AGENCY'S right to such performance or to future performance of such a term or terms, and COLLEGE'S obligation in respect thereto shall continue in full force and effect. Both parties agree time shall be of the essence under this AGREEMENT.
- B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of COLLEGE'S right to such performance or to future performance of such a term or terms, and AGENCY'S obligation in respect thereto shall continue in full force and effect.
- C. The issuance of information, advice, approvals, or instructions by AGENCY'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect AGENCY'S and COLLEGE'S rights and obligations hereunder.
- D. The issuance of information, advice, approvals, or instructions by COLLEGE'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect COLLEGE'S and AGENCY'S rights and obligations hereunder.

1 **ARTICLE 12. GOVERNING LAW AND VENUE**

2 The laws of the State of California, without regard to any conflicts of law provisions, shall
3 govern any action or claim arising out of this AGREEMENT. The parties agree that the venue for any
4 action or claim arising out of or related to this AGREEMENT shall be San Bernardino County. If any
5 action or claim concerning this AGREEMENT is brought by a third party, the parties agree to use
6 their best efforts to obtain a change of venue to San Bernardino County.

7

8 **ARTICLE 13. FORCE MAJEURE**

9 Either party shall be excused from performing its obligations under this AGREEMENT during the
10 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control
11 including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
12 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
13 material act of omission by the other party; when satisfactory evidence of such cause is presented to the
14 other party, and provided further that such nonperformance is unforeseeable, beyond the control and is
15 not due to the fault or negligence of the party not performing.

16

17 **IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be
18 executed on the day and year first above written.

19

20 **COLLEGE**

OMNITRANS

21

22 By _____

By _____

23 Steven J. Sutorus

P. Scott Graham

24 Business Manager

CEO, General Manager

25 Fiscal Services

26

27

28

29

30

31

32

APPROVED AS TO FORM:

By _____

Haviva Shane

Legal Counsel



1700 W. Fifth St.
San Bernardino, CA 92411
909-379-7100
www.omnitrans.org

ITEM # E3

DATE: May 25, 2017

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 and Planning

SUBJECT: DIGITAL FARES & MOBILE DIGITAL PASS SALES OUTLET

FORM MOTION

Recommend the Board of Directors authorize:

1. A change to Omnitrans' Fare Policy to include Digital Fares as a payment type; and
2. A change to Omnitrans' Pass Sales Outlet Program to include mobile Digital Pass Sales Outlets that sell Digital Fares via a mobile application.

BACKGROUND

For approximately the last 20 years, Omnitrans has accepted two types of fares; 1) cash on board and 2) paper passes with a magnetic stripe. Magnetic stripe passes are available for sale on board, online, at ticket vending machines, at Omnitrans offices including the San Bernardino Transit Center, and through an extensive network of pass outlets.

While existing pass distribution channels make prepaid fares widely available using traditional retail, mail-order and online methods, emerging customer expectations are demanding more immediate access to prepaid fares. Millennial riders, a demographic constituting 49% of Omnitrans' customer base, are inclined to prefer purchasing goods and services via their mobile devices, rather than being required to travel to a brick and mortar location. The addition of digital fares via a mobile payment app, provides for instantaneous delivery of fare media and also that reduces "farebox stage fright" among new riders. The ease of use and convenience also helps promote rider retention.

Availability of a Digital Mobile Fare application will expand the availability of Omnitrans multi-use fare media and the opportunity to create additional usage. Additionally, Digital Fares will reduce cash handling expenses and reduce dwell time associated with on board cash transactions.

The following three options are methods to enter the Digital Mobile Fare market:

- 1) Wait for a regional solution through longer-term planning efforts of Southern California Association of Governments (SCAG), Los Angeles County Metropolitan Transportation Authority (LA Metro) or other regional players;
- 2) Develop/Procure an Omnitrans specific Digital Mobile Fare app; or
- 3) Utilize an existing transit-focused electronic Mobile Digital Fare Outlet.

Option 1 - Minimum timeline of at least 3-5 years and likely longer with currently unknown capital and operating costs.

Option 2 - Current estimates of the initial capital, software and licensing costs is approximately \$1.6 million plus per transaction credit card costs and processing fees.

Option 3 - There are no initial capital, software or licensing costs and it can be implemented in a few months rather than a few years. Similar to Omnitrans existing outlets, the cost of a Mobile Digital Fare Outlet is a sales commission to be negotiated with Digital Fare Outlets.

If successful, Omnitrans may look at a future date to add hardware that automatically validates Digital Fares as an improvement over standard visual validation. Since there is no initial startup cost, Option 3 will allow Omnitrans a soft entrance into Digital Fares to test the rider interest without negating the ability of a future transition to Options 1 or 2.

Another advantage of Option 3 is using a private sector Digital Fare Outlet will allow Omnitrans to attract additional customers. As more transit agencies join the Digital Fare Outlet model, the potential exists for mobile applications to allow transit riders to purchase fares from multiple transit agencies without the agencies setting new policies or management process agreements.

Omnitrans staff recommends approving a change to Omnitrans' Fare Policy to include Digital Fares in as a payment type.

Staff also recommends changing Omnitrans' Pass Sales Outlet Program to include Mobile Digital Pass Sales Outlets as a new approach to delivering Digital Fare through a mobile application.

In order to accomplish this, Omnitrans must amend our pass Outlet Policy. Currently, Omnitrans has two types of outlets:

- 1) Pass Sales Outlets that sell passes to the general public in order to generate foot traffic and to earn a sales commission that ranges from 2%-5% depending on sales volume; and,
- 2) Pass Distributors that purchases and distributes passes for free to clients in order to achieve other goals.

Omnitrans proposes adding a third outlet type: Mobile Digital Pass Sales Outlet. It is expected that a Digital Outlet will have a higher commission rate than a traditional Pass Sales Outlet for the following reasons:

- All transactions involve credit card transaction fees which will be absorbed by the Mobile Digital Pass Outlet.
- Digital Pass Sales Outlets do not benefit from additional foot traffic as do traditional outlets. Instead, such Outlets benefit solely from profitability of fare media sales and commission.
- There are no printing, shipping, returns, accounts receivable costs associated with the Mobile Digital Pass Sales Outlet which results in cost reductions for Omnitrans.
- Omnitrans proposes that the commission for a Mobile Digital Pass Sales Outlet will not exceed 10% of sales.

In order for an Outlet to be considered a Mobile Digital Pass Sales Outlet, the Outlet must:

- Sell all Omnitrans Fixed Route fares via a mobile application with the ability to easily distinguish between full fare and discounted fares;
- Absorb all transactional costs associated with the sales of Digital Fares;
- Provide comprehensive customer support for the mobile app;
- Offer a multi-part visual validation acceptable to Omnitrans in order to ensure that only valid passes are accepted on board;
- Have readily available or a path to an automated validation process on board that can supply visual validation;
- Provide pass sales data to Omnitrans including number of fares sold by exact fare type, time of day and location of a) purchase, b) initial activation, and c) each subsequent activation, number of customers, reorder history, and similar data to be negotiated between the outlet and Omnitrans;
- Automatically deposit fare revenue minus commission into an account of Omnitrans choosing in real time (daily) rather than accruing a balance or prepaying for fares sold;
- Report to Omnitrans the full value of all fares sold prior to the Outlet taking the commission;
- Have a proven customer base that includes at least five transit agencies;
- Be willing to be one of many Mobile Digital Pass Sales Outlets should additional Outlets emerge

If the above recommendations are approved, Omnitrans will begin working with Token Transit to become Omnitrans' first Mobile Digital Fare Sales Outlet. Omnitrans will also welcome other Outlets that will meet the Mobile Digital Fare Sales Outlet requirements. Direction is also requested to take any related contract directly to Board with no need for additional approvals from the Committee, once the item is approved.

CONCLUSION

In order to attract and retain riders and to simplify the fare payment process, Omnitrans proposes offering Digital Fares sold through a Digital Mobile Outlet. This item proposes the change to fare and outlet policies and to allow staff to implement this change.



1700 W. Fifth St.
San Bernardino, CA 92411
909-379-7100
www.omnitrans.org

ITEM # E4

DATE: May 25, 2017

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 FY2019-2025 SRTP UPDATE

FORM MOTION

Receive and forward to the Board of Directors this status report for Omnitrans' next Short-Range Transit Plan (SRTP), OmniConnects FY2019-2025.

BACKGROUND

Omnitrans' next Short-Range Transit Plan (SRTP), OmniConnects FY2019-2025, was kicked off by the Board of Directors in April 2017. Staff has collected and is analyzing performance, demographic, land-use and related data in addition to reviewing plans adopted by Joint Powers Agency (JPA) entities, the San Bernardino County Transportation Authority (SBCTA), and the regional Metropolitan Planning Organization, the Southern California Association of Governments (SCAG).

This memo highlights two upcoming activities related to the SRTP.

Each JPA member entity was invited to meet with Omnitrans' Marketing and Planning and Special Transit Services staff. Letters were sent to JPA members (City Manager, Board member, and regular staff contacts) at the beginning of May offering meetings in late May through mid-June. As of May 15th, five of sixteen cities had scheduled a meeting. These meetings are crucial for Omnitrans to understand the needs of the individual communities we serve and also to be sure that we are aware of planned developments so that we can plan transit services for them appropriately.

Additionally, Omnitrans has scheduled 19 public meetings, mostly at major transit centers, transfer centers or bus stops, in order to fully engage the public in developing the next SRTP. Omnitrans has published a legal notice and will promote these meetings on-board, through social media, a news release, on Omnitrans.Org and other channels.

Meetings are scheduled from June 19th through June 27th, with comments due back to Omnitrans by July 7th. Primary meetings are either held from 6:00 A.M. to 8:00 A.M. or 4:00 P.M. to 7:00 P.M. so that we can meet with customers while they are commuting rather than asking riders to come to a separate meeting. We have found that these in-the-field meetings have been much more successful at gathering public input than similar sessions held in a formal setting. The meeting schedule is:

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

Once feedback from JPA members and the public is gathered, this information will be shared with the Plans and Programs Committee at a future meeting.

The high level SRTP schedule is:

High Level SRTP Timeline	FY2017		FY2018			
	Q3	Q4	Q1	Q2	Q3	Q4
Data Collection, & Analysis						
Public, Stakeholder, City, Partner Input						
Unconstrained, Constrained & Financial Plans						
Final Draft Plan and Public Hearings						
Approval & Implementation						

CONCLUSION

By receiving and forwarding this SRTP update, Omnitrans staff can continue moving forward with developing the 2019-2025 SRTP while gathering feedback from the public and stakeholders.

PSG:WW:JB

ITEM # E5

DATE: May 25, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: **sbX CORRIDOR BUSINESS, FIXED ROUTE RIDER AND ACCESS RIDER SURVEYS FROM sbX AFTER STUDY**

FORM MOTION

Receive and forward to the Board of Directors the attached sbX corridor business, fixed route rider and Access rider survey results presentation from Redhill Group.

BACKGROUND AND SUMMARY

On December 7, 2016, Omnitrans awarded a contract to Redhill Group to conduct Passenger and sbX Business Corridor surveys as part of the Federal Transit Administration (FTA) required Before and After Study for sbX. Omnitrans staff is completing the overall sbX Before and After Study, but commissioned Redhill Group to complete the extensive round of surveys.

Redhill Group completed three separate surveys for Omnitrans:

- 1) **sbX Business Corridor**, which focused on determining the satisfaction of business owners and managers immediately on the sbX Green Line and the impact of the sbX Green Line on these businesses;
- 2) **Fixed Route Rider Intercept Survey**, which surveyed riders on all Omnitrans general public services to determine how satisfaction, ridership patterns, demographics and trip characteristics have changed since the before survey in 2011 and how sbX riders' responses compare to other Omnitrans services; and,
- 3) **Access Phone Survey**, which surveyed Access riders to evaluate their satisfaction and interest in new programs.

Judith McCourt, Principal, Redhill Group, will deliver the attached presentation highlighting the results of these three surveys. The full reports will be available upon request in June. Additionally, Omnitrans has Redhill Group under contract to complete six focus groups to follow up on items of interest resulting from these surveys reports and presentations. Focus groups will be conducted in June 2017.

CONCLUSION

By receiving and forwarding this survey presentation, Omnitrans staff can finalize the sbX Before and After Study as required by the FTA as part of the Small Starts funding for sbX.

PSG: WW:JB

Omnitrans Passenger and sbX Corridor Business Study

May 25, 2017



sbX Corridor “After” Study

Study purpose

- To measure changes in customer satisfaction and travel patterns since the initiation of sbX
- To measure customer satisfaction with service overall and sbX
- To determine if sbX has changed the customer’s transit experience

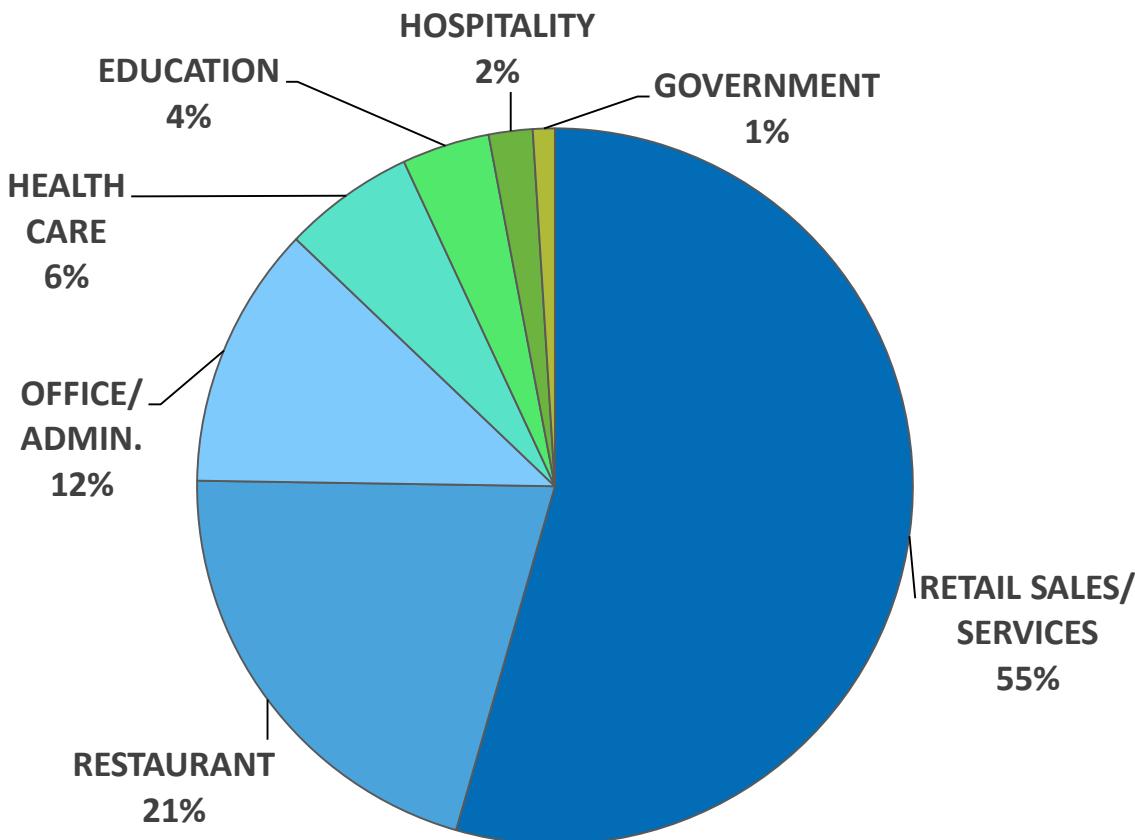
In January - February 2017, Omnitrans conducted studies with three groups of stakeholders:

- Business owners and managers along the sbX corridor
- Fixed route customers
- Access customers

Business Corridor Study

- Determine satisfaction of corridor business owners with sbX during and after construction
- 200 interviews with businesses conducted in January and February 2017
 - Excellent participation rate (81%)
- All interviews conducted with businesses located within a 330-foot buffer of the sbX corridor

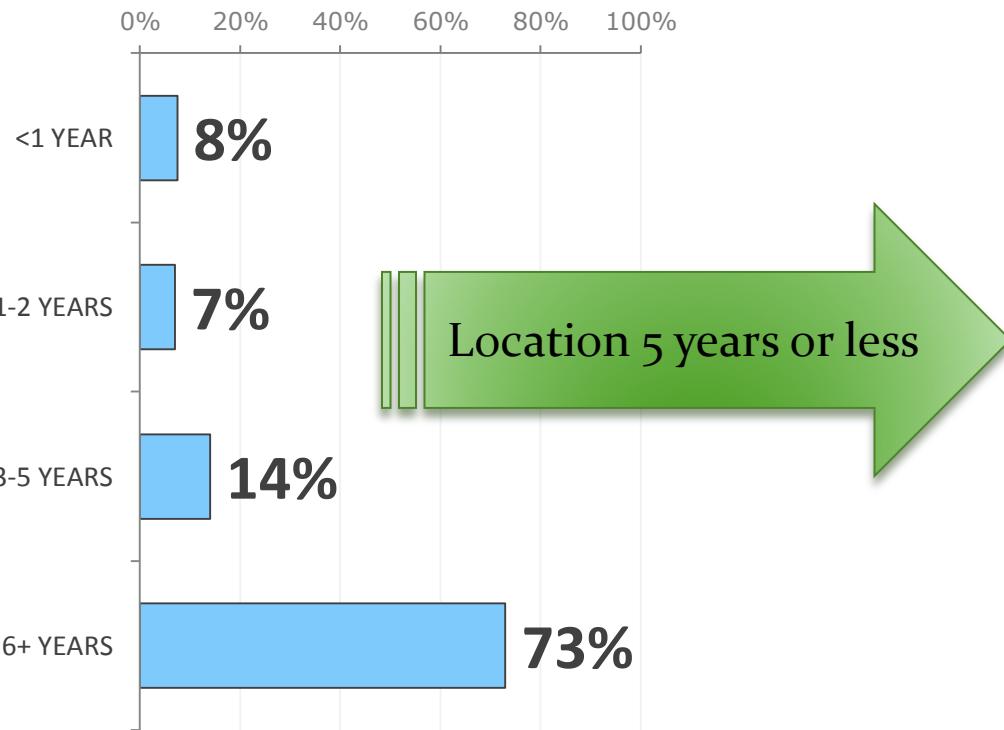
Participating Businesses by Sector



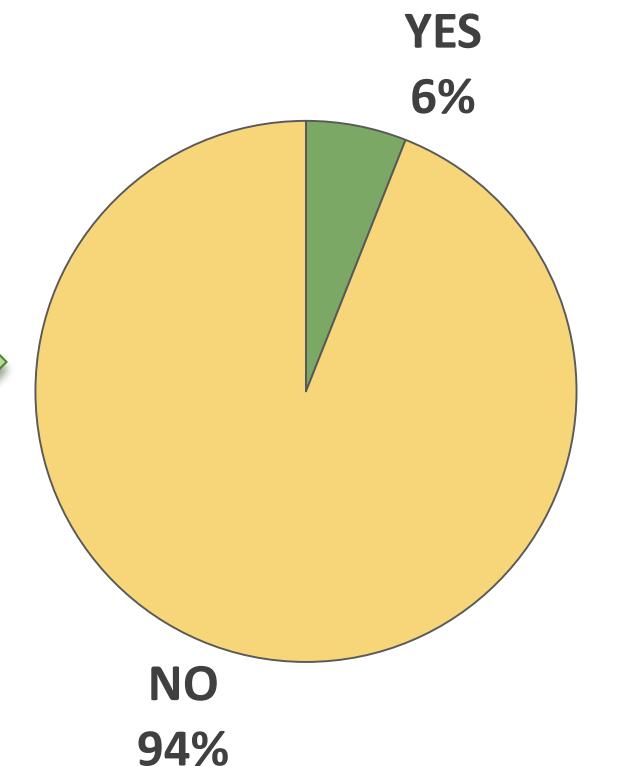
- SCAG zoning data used to develop representative mix of businesses along corridor

sbX and Business Location

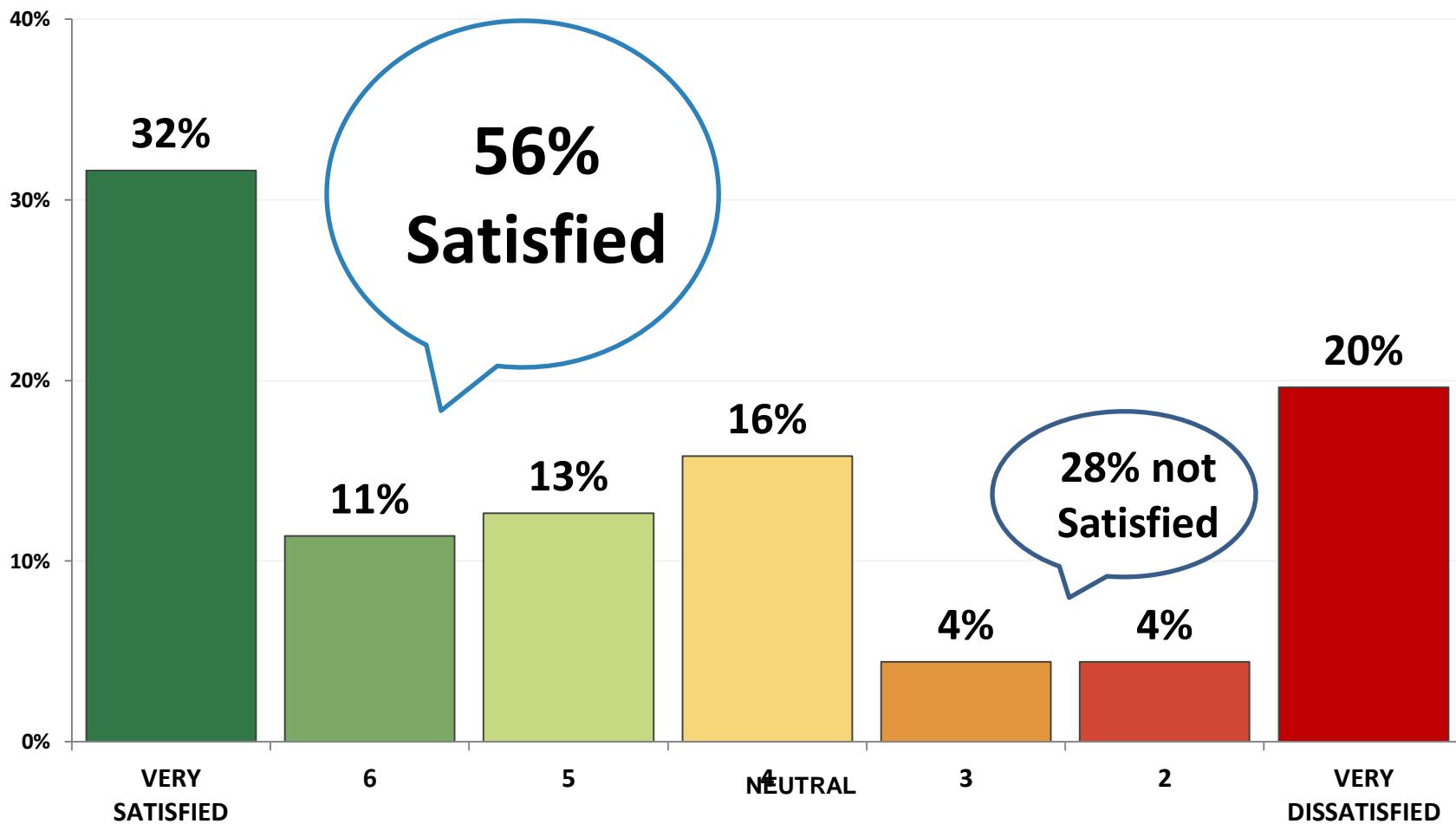
Length of Time In Business at Current Location



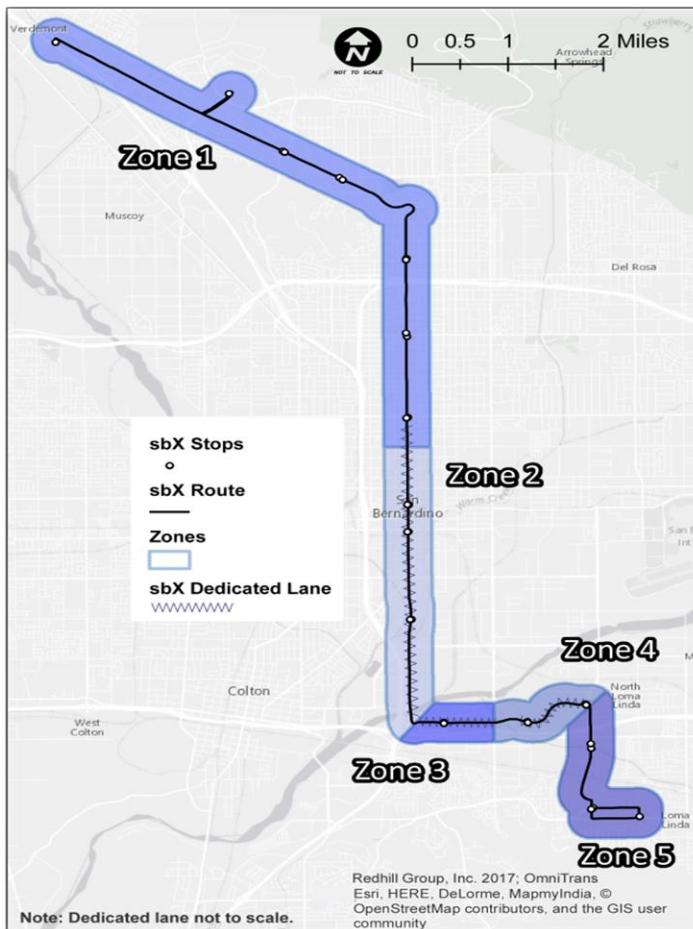
sbX as a Factor in Current Location



2:1 Overall Satisfaction with sbX



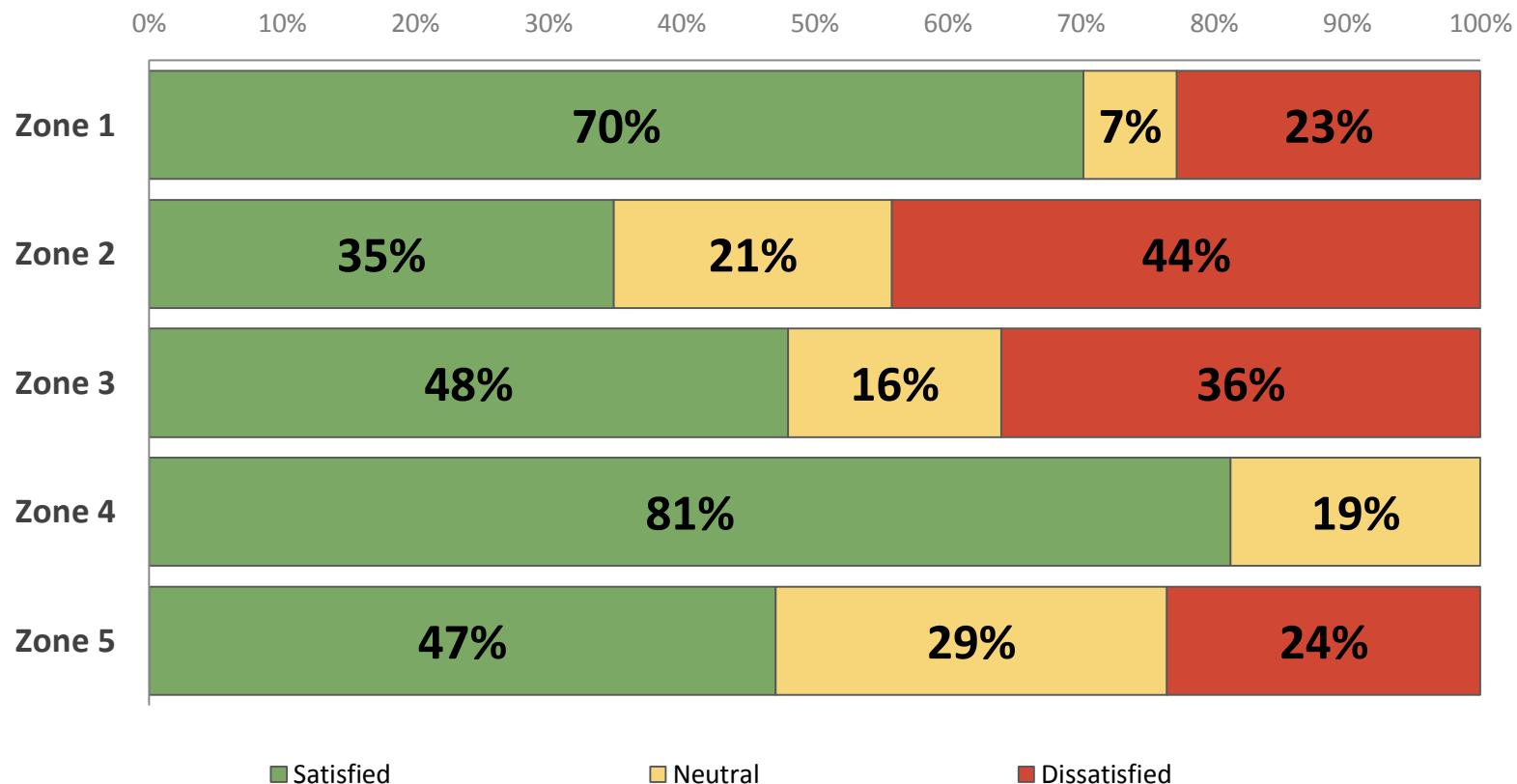
Overall Satisfaction by Zone



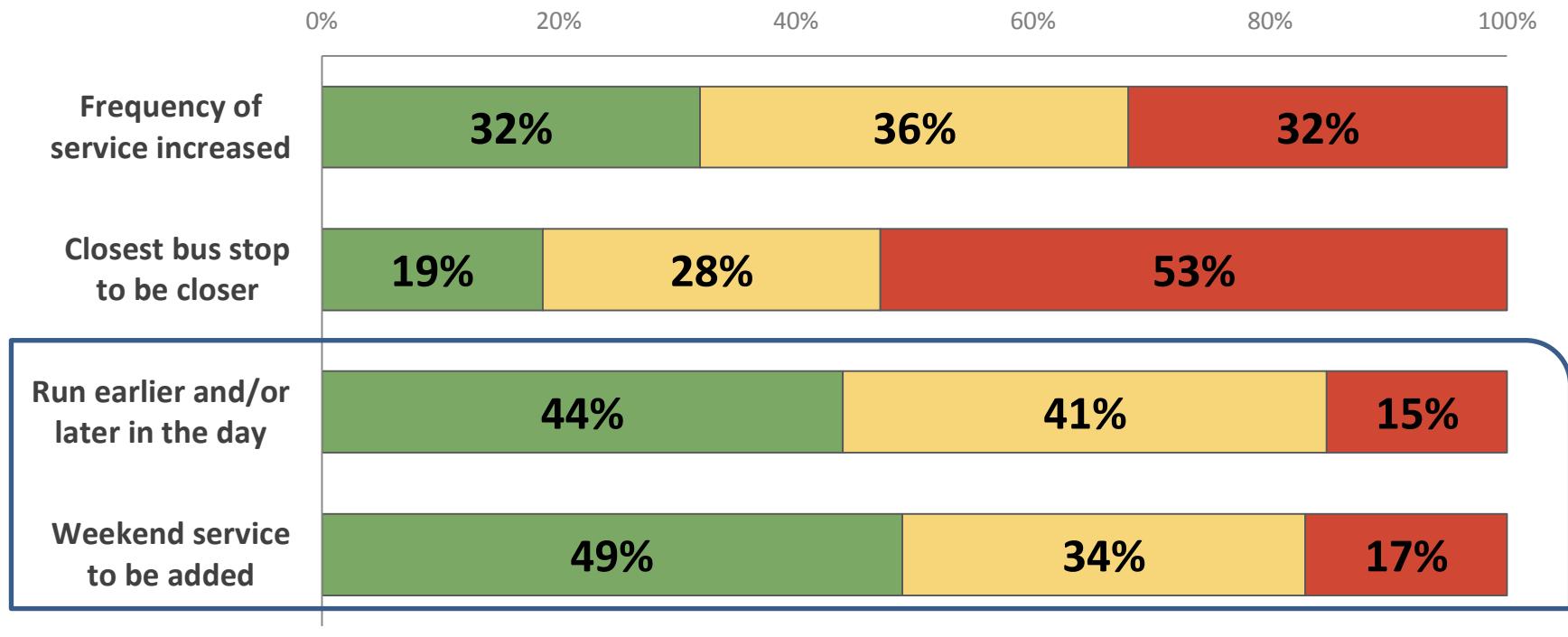
Zone Characteristics

- Zone 1: Mixed-flow traffic
- Zone 2 and 3: Dedicated bus lane, parking offsets, reduced left hand and U-turns
- Zone 4: Dedicated bus lane
 - Landscaped median existed prior to construction
- Zone 5: Mixed-flow traffic

Overall Satisfaction with sbX by zone



Interest in sbX Service Enhancements



Highest agreement among corridor businesses for increased span of service/addition of weekend service



Questions?

Passenger Onboard Survey

- In January and February 7,050 riders completed an onboard survey
- Information collected included:
 - Trip characteristics
 - Customer demographics
 - Customer satisfaction
 - Awareness of and satisfaction with sbX service
 - Perception of bus stop safety

Omnitrans Rider Profile

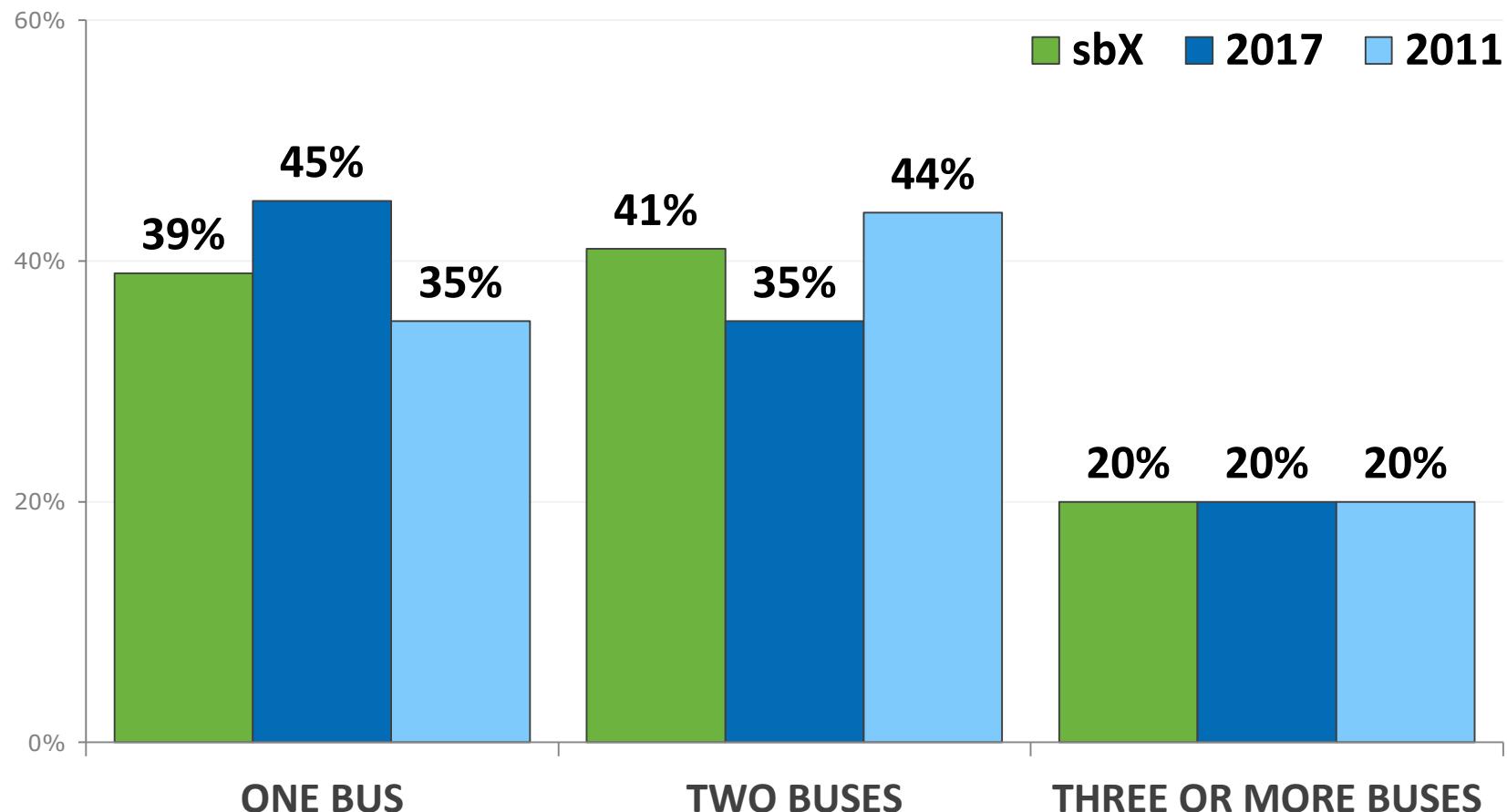
System Rider Profile

- 83% no vehicle available for trip
- 28% going to work
- 27% going to school
- 18% disability
- 49% walked to bus stop
- 45% use one bus for trip

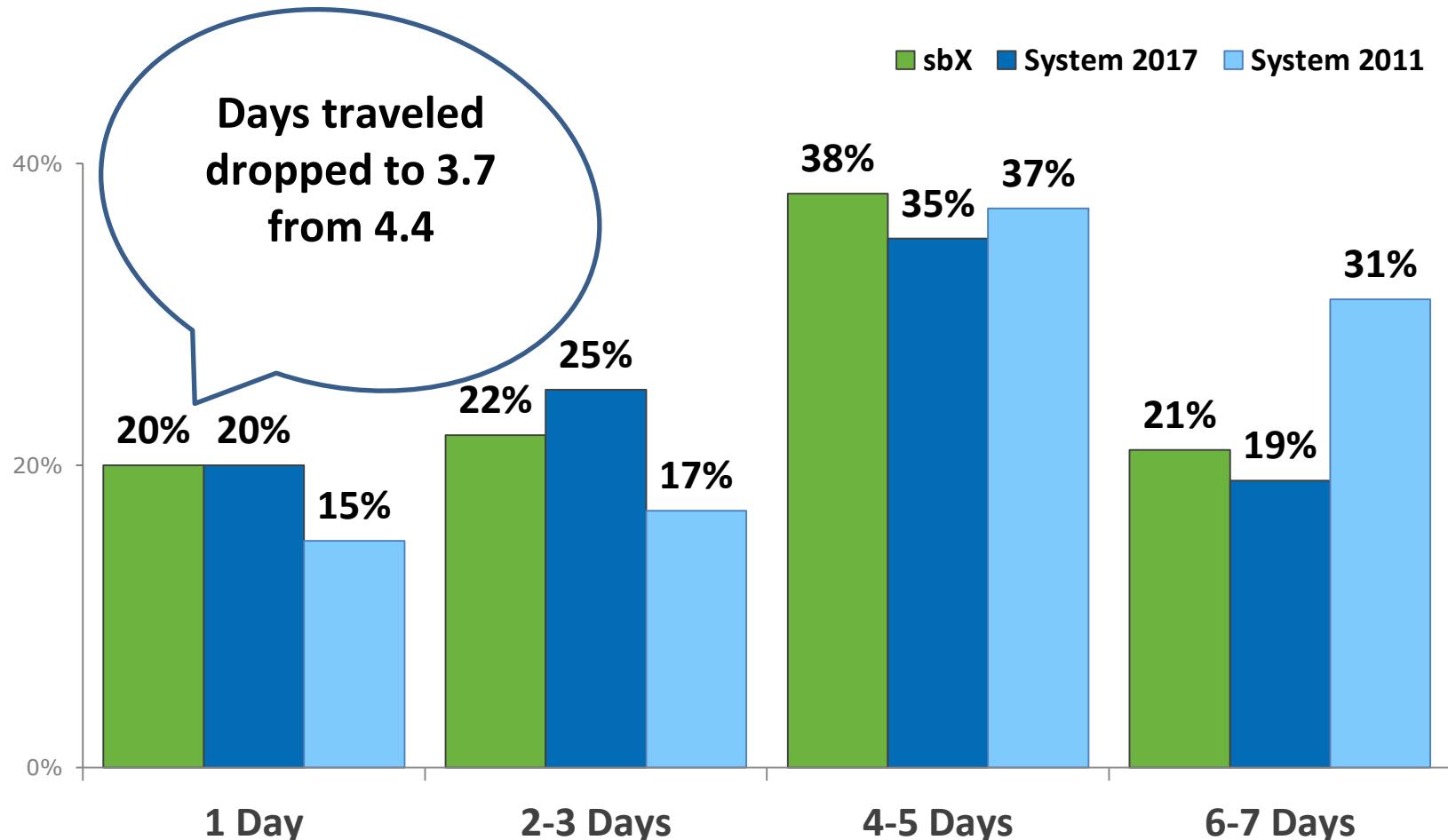
sbX Rider Profile

- 77% no vehicle available for trip
- 23% going to work
- 34% going to school
- 18% disability
- 43% walked to bus stop
- 39% use one bus for trip

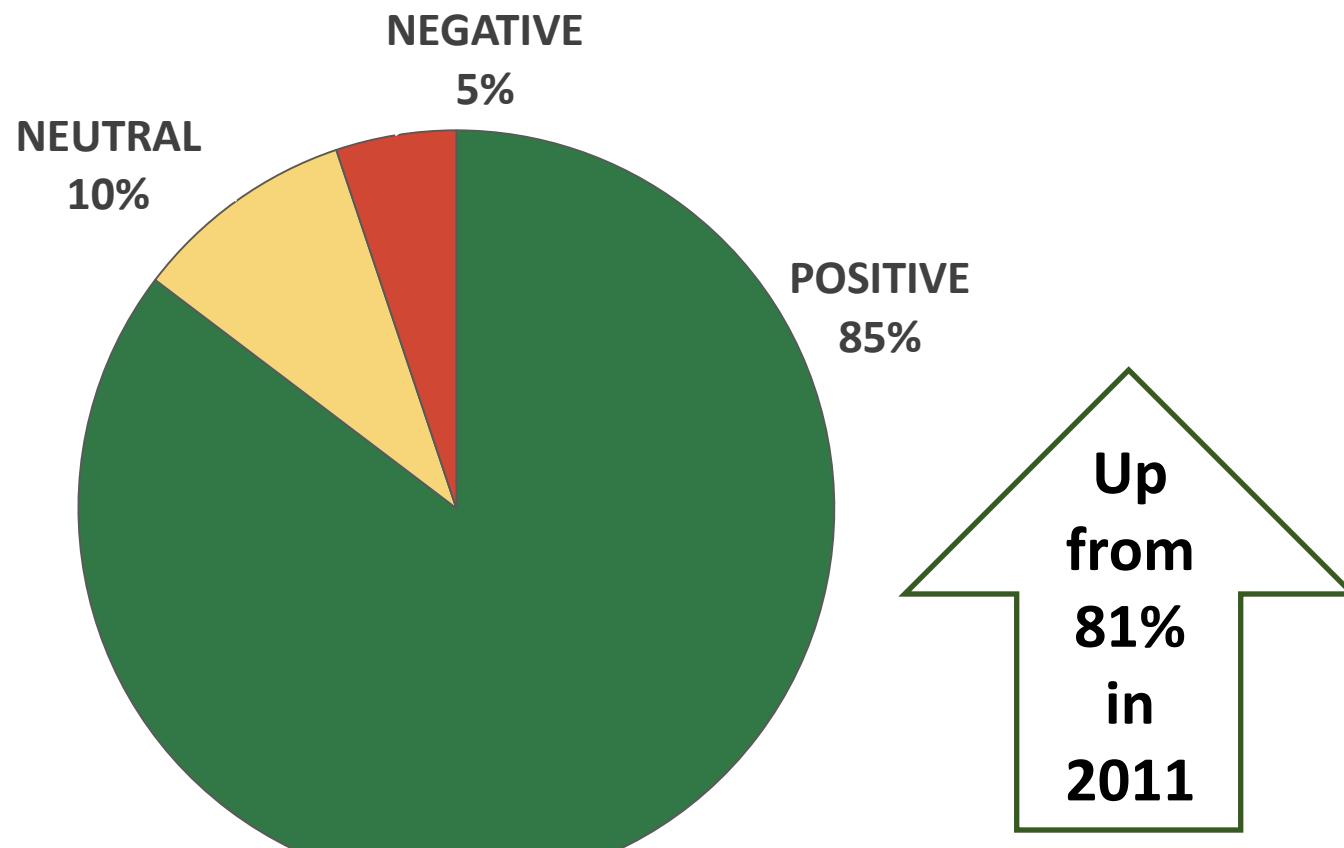
Fewer Buses to Make Trip



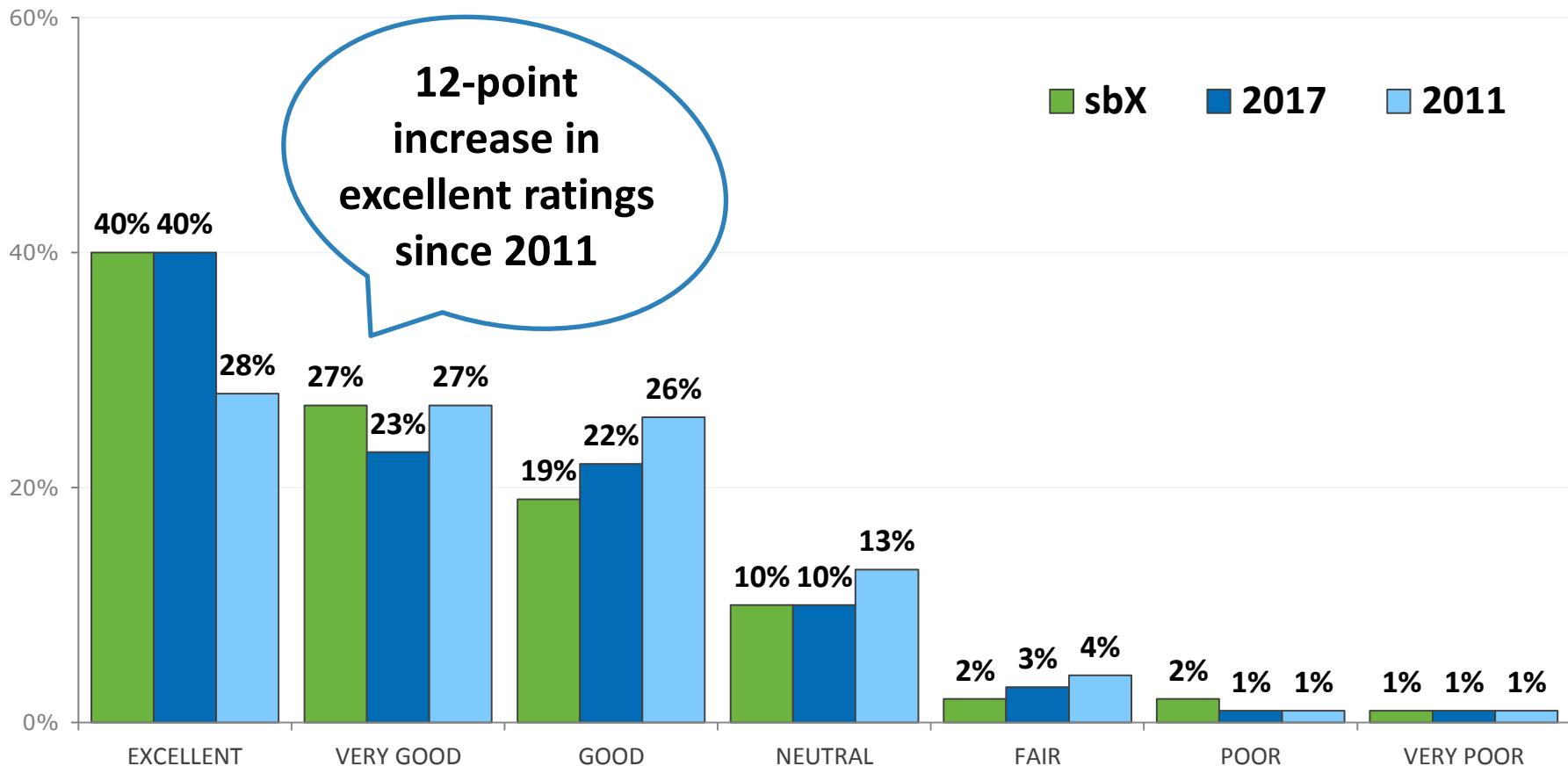
Customers Riding Fewer Days



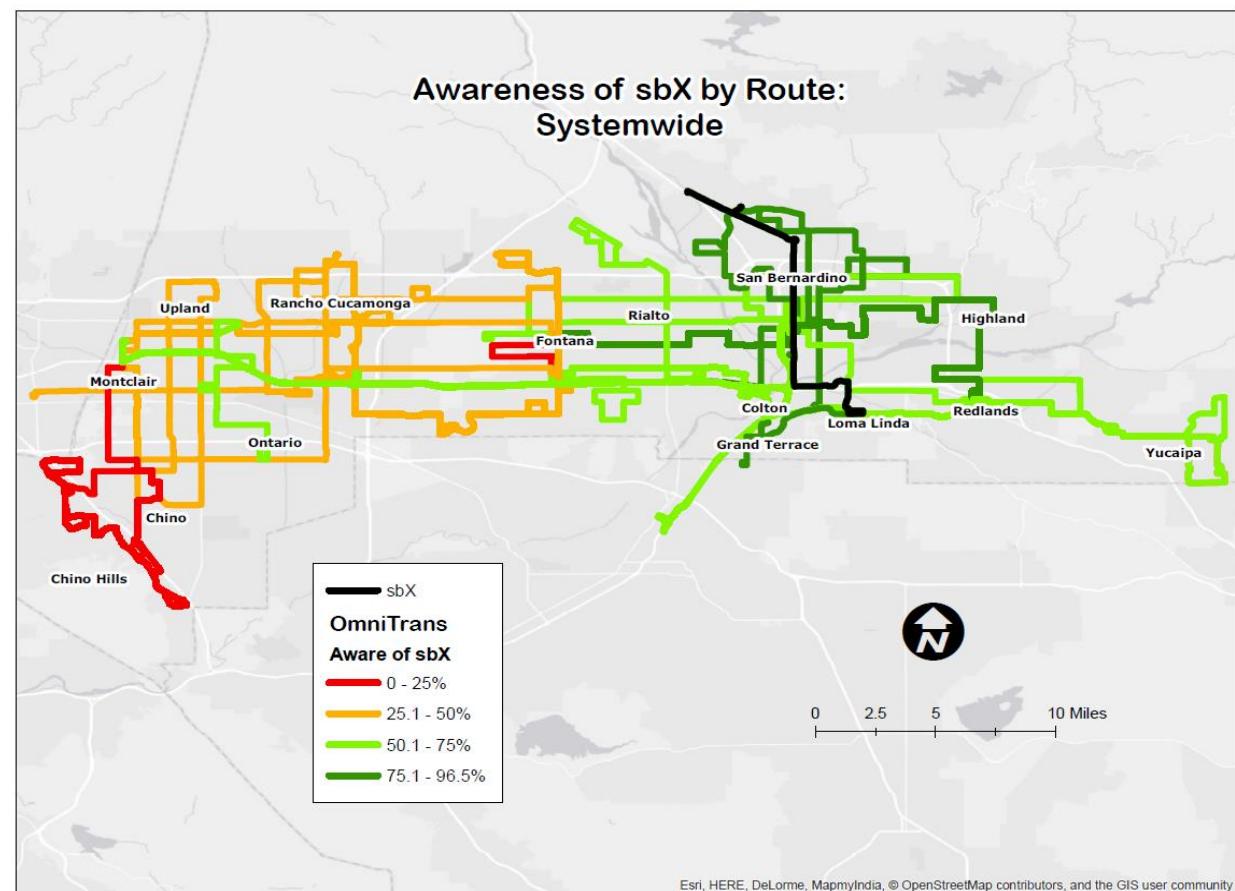
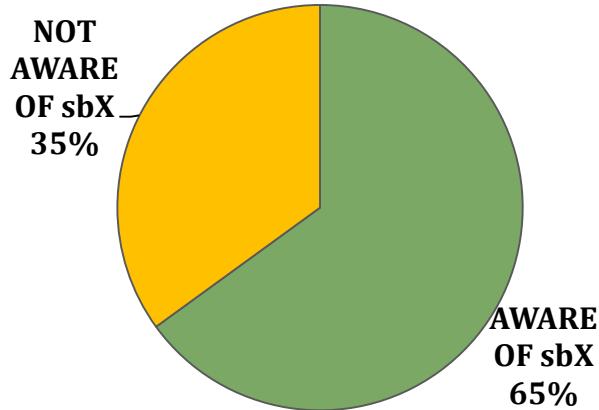
Overall Customer Satisfaction



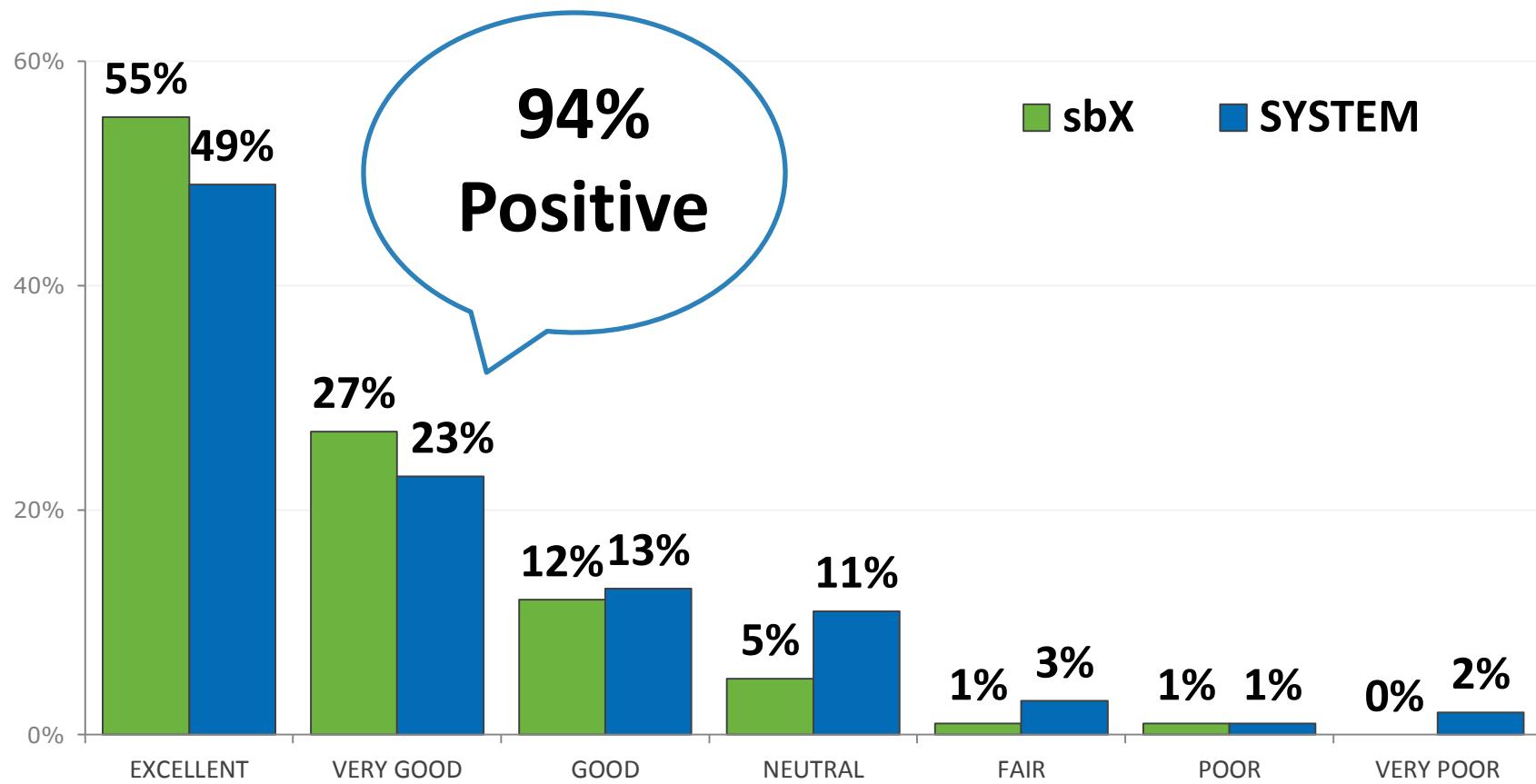
Overall Customer Satisfaction



Awareness of sbX by Route

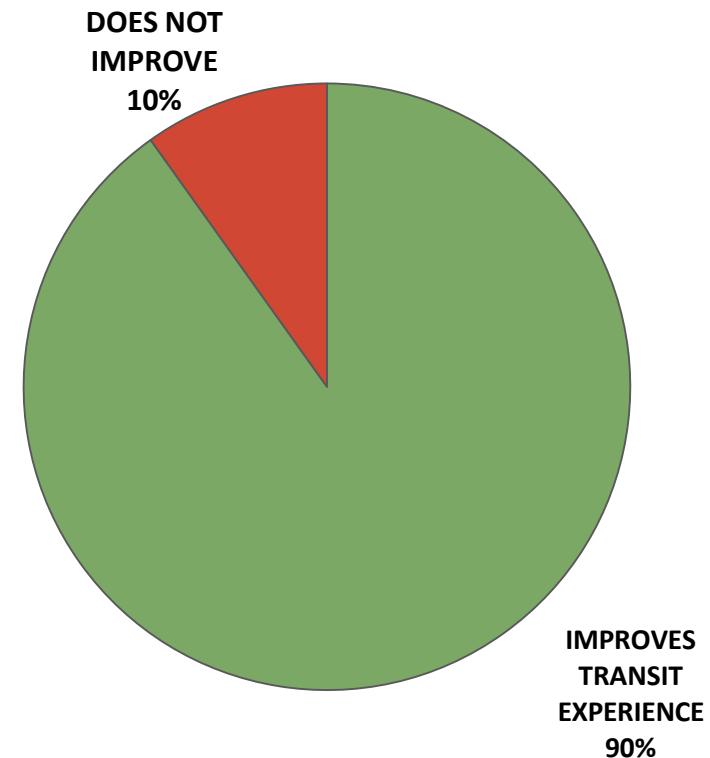


Overall Performance of sbX

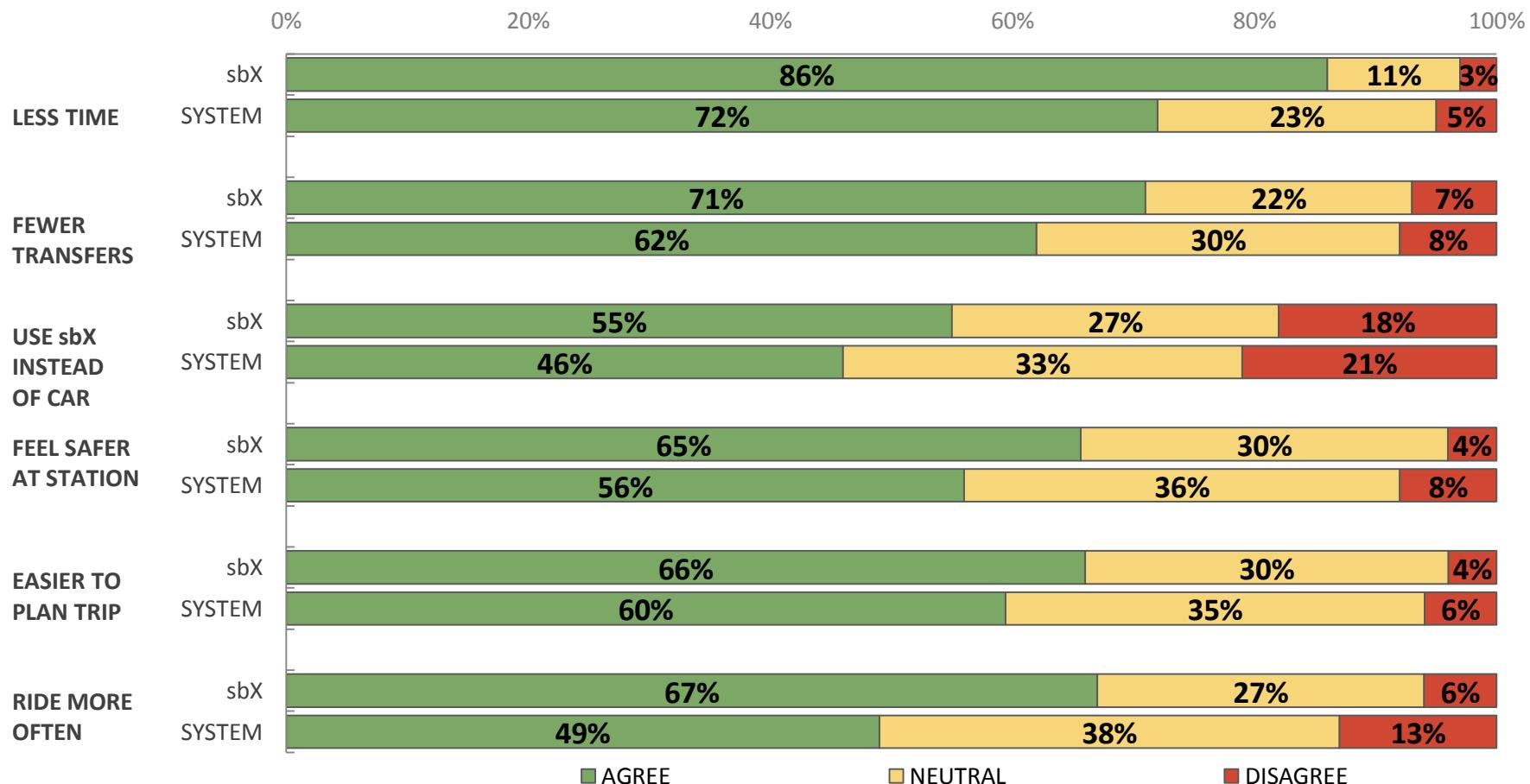


sbX Improves Transit Experience

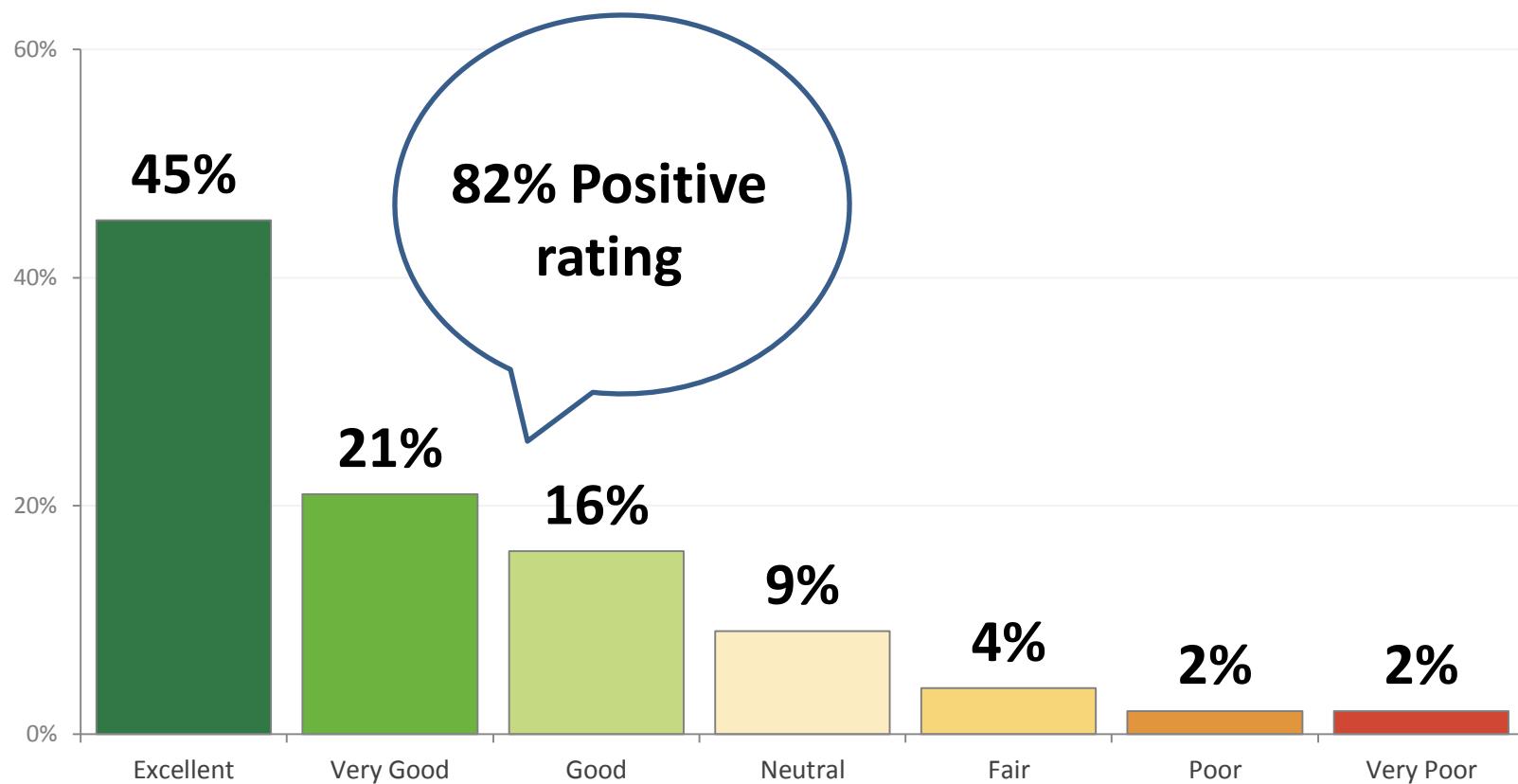
- Less travel time
- Fewer transfers
- Ride more often
- Easier to plan trip
- Feel safer at station



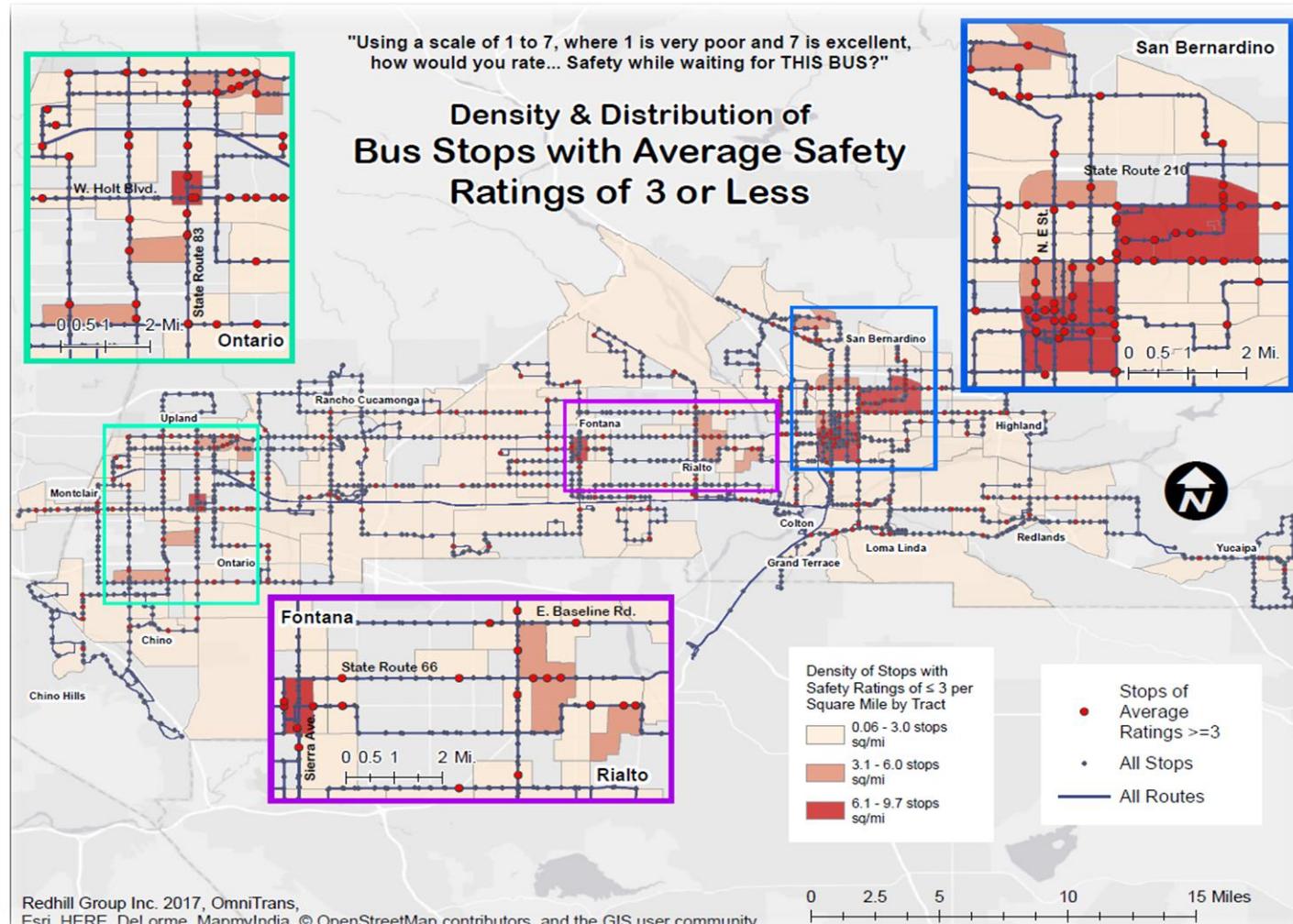
How sbX Changed the Transit Experience



Perceived Bus Stop Safety



Perceptions of Bus Stop Safety





Onboard

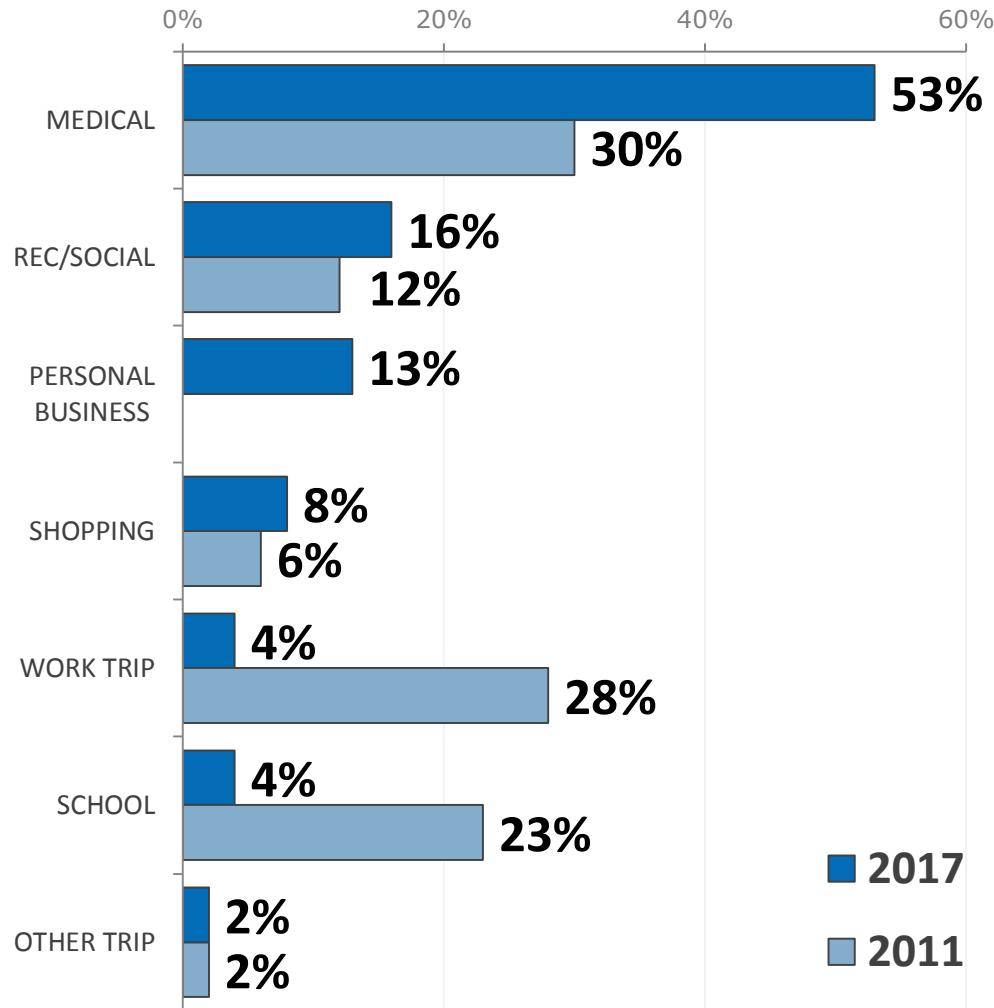
Questions?



Access Customer Survey

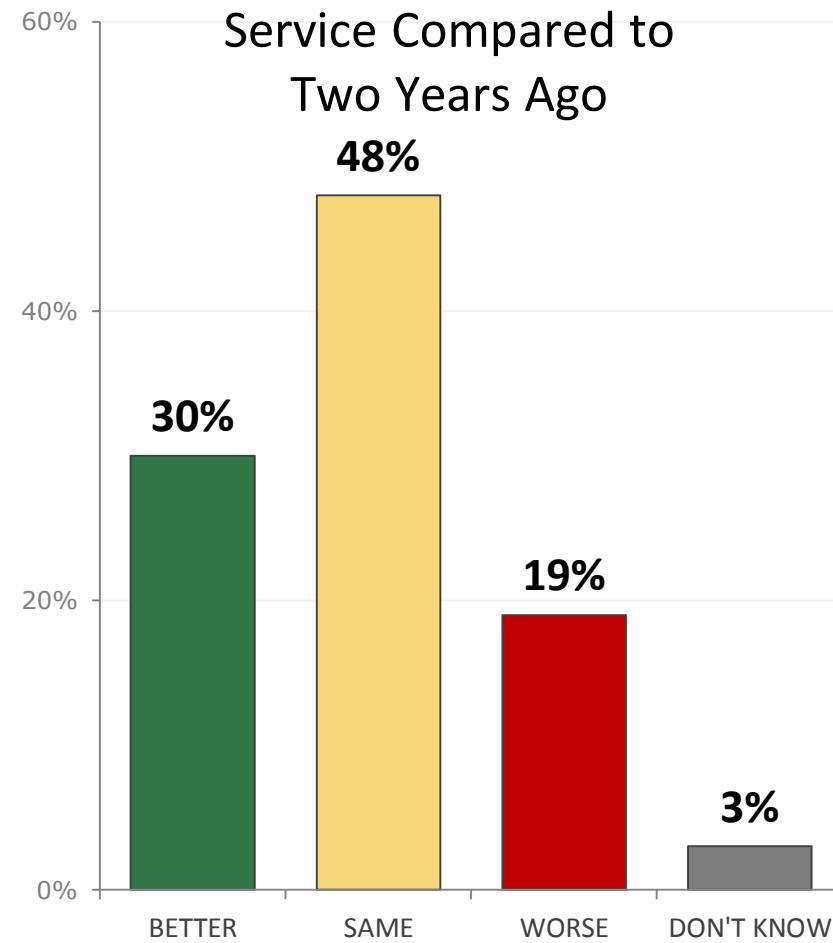
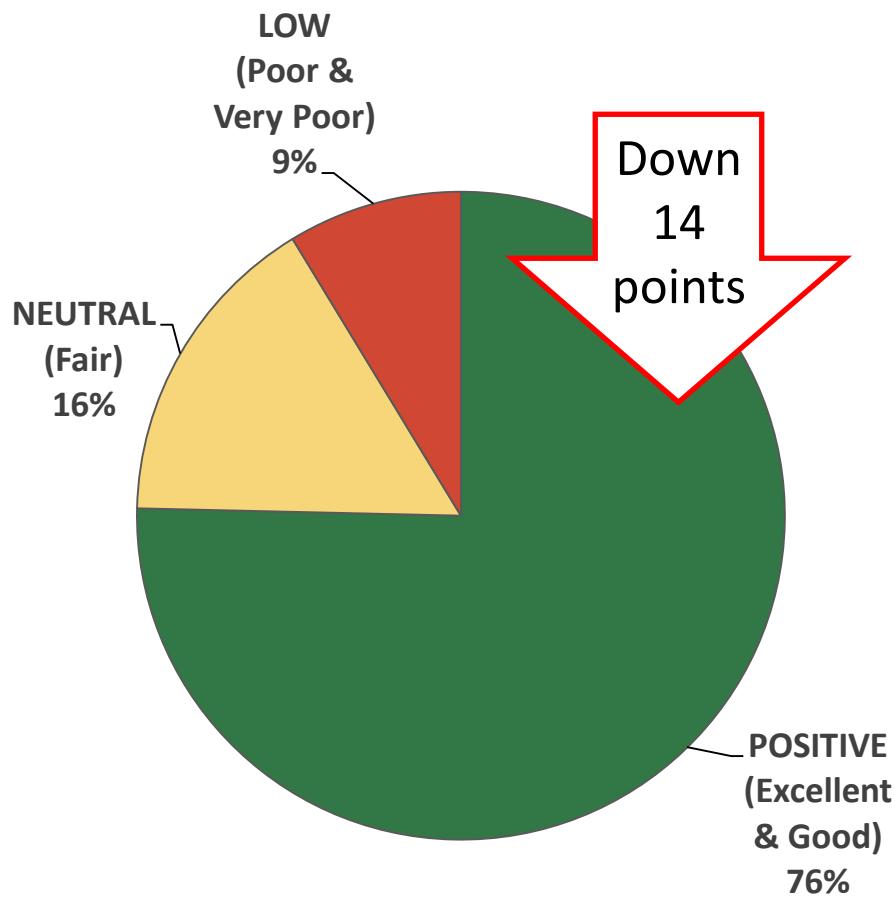
- Determine Access customer satisfaction compared to 2011
- Identify Access customers' interest in:
 - Fixed route training
 - Potential new programs
- Update Access customer demographic profile
- 207 telephone interviews with Access riders

Access Customer

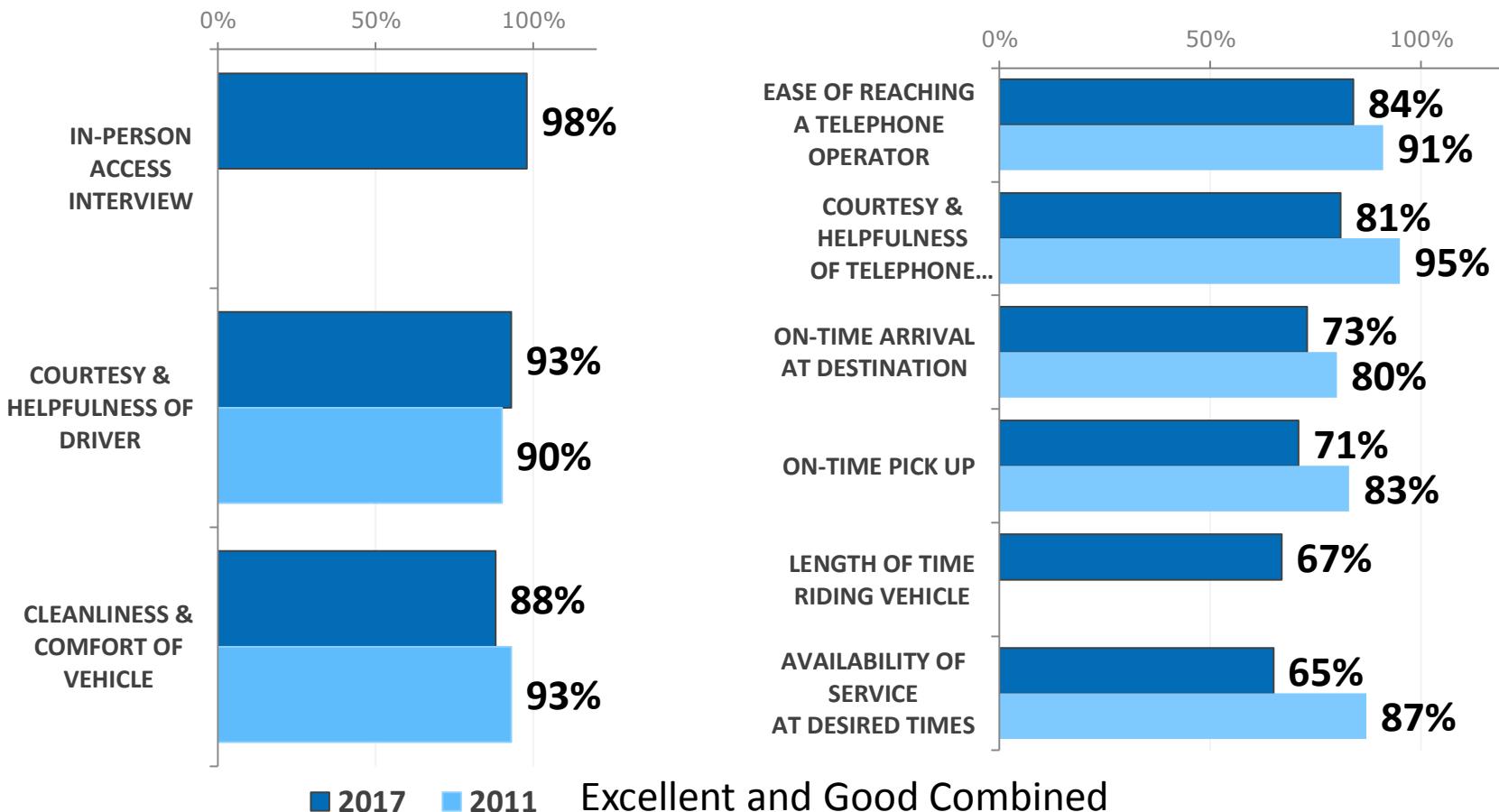


- Change in rider profile increase in riders over 60 years old
- Increase in medical-related trip
- Decrease school and work trips
 - CTSA community partnership

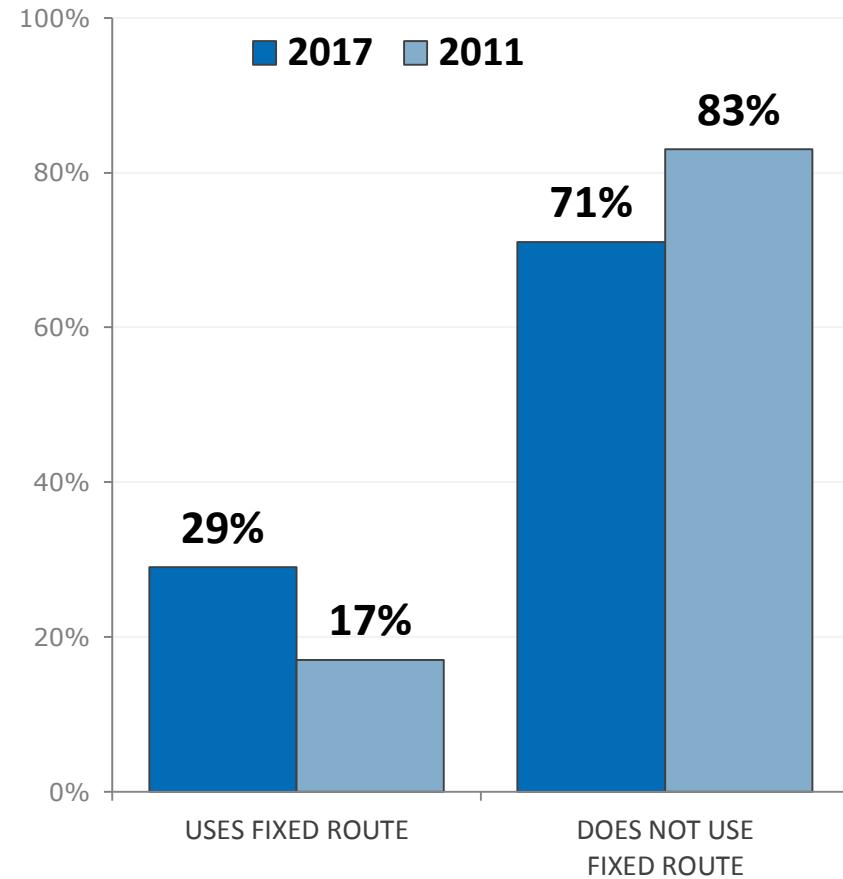
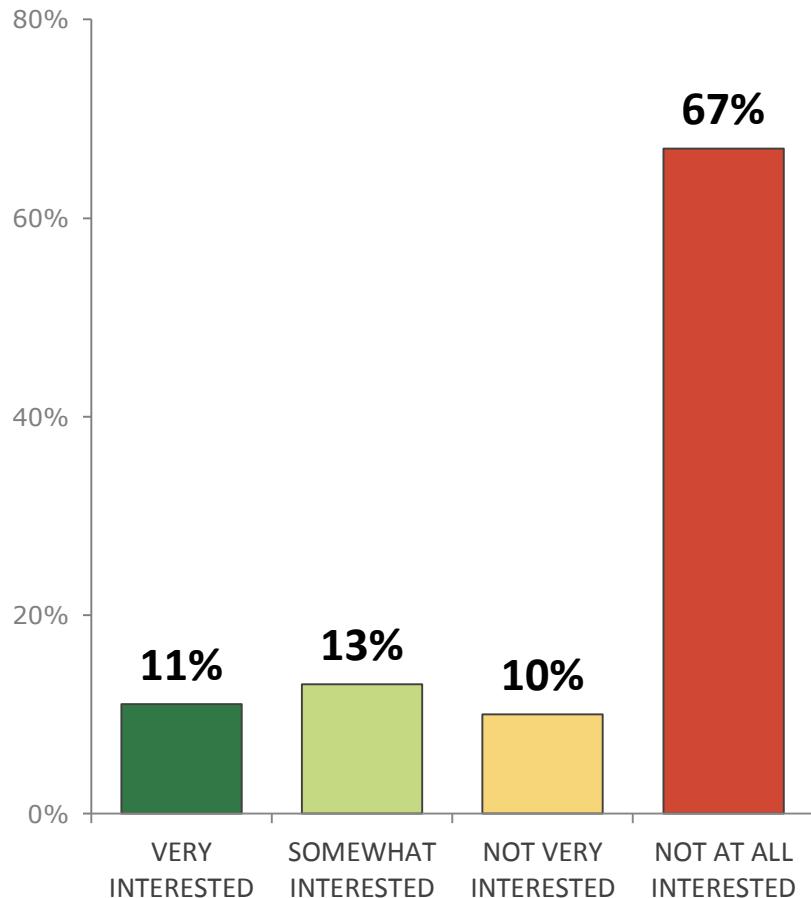
Access Customer Satisfaction



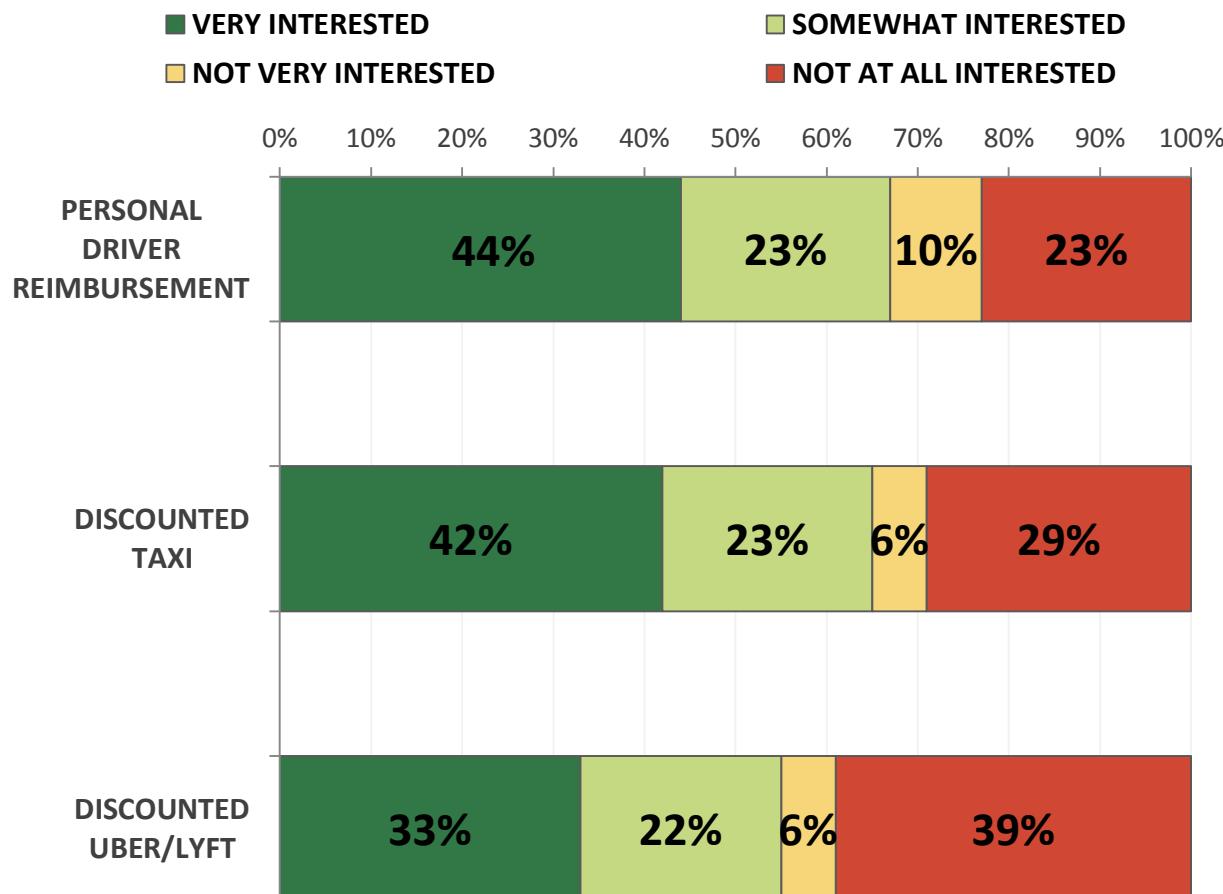
Satisfaction with...



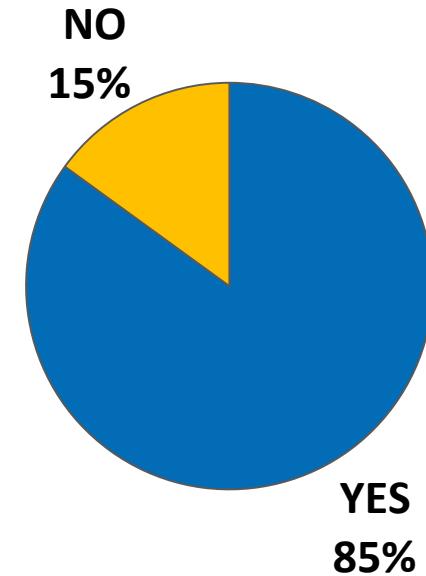
Interest in Fixed Route Training



Interest in Alternative Programs



Cell Phone Ownership





Access

Questions?



THANK YOU