



## PLANS AND PROGRAMS COMMITTEE

**TUESDAY, DECEMBER 8, 2015, 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](mailto:BoardSecretary@omnitrans.org).

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

**CITY OF ONTARIO – 303 EAST B STREET, ONTARIO, CA 91764**

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

### **A. CALL TO ORDER**

1. Pledge of Allegiance
2. Roll Call

### **B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Committee Meeting: March 8, 2016 – 1:00 p.m. (Proposed – See Item #E7)

### **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 – August 10, 2015
2. Recommend to Board of Directors, Cooperative Service Agreement with Riverside Transit Agency
3. Recommend to Board of Directors, Mutual Aid Agreements with Victor Valley Transit Agency (VVTa) and Mountain Transit

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**PLANS AND PROGRAMS COMMITTEE**

**TUESDAY, DECEMBER 8, 2015, 1:00 P.M.**

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**SAN BERNARDINO, CA 92411**

**E. DISCUSSION ITEMS CONTINUED**

- |  |    |
|--|----|
| 4. Receive and File American Bus Benchmarking Group Customer Satisfaction Survey of<br>OmniTrans | 32 |
| 5. Receive and File sbX Customer Satisfaction Intercept Survey                                   | 47 |
| 6. Receive and File Project Update – West Valley Connector Corridor                              | 60 |
| 7. Set Next Plans and Programs Committee Meeting   | 73 |

**F. REMARKS AND ANNOUNCEMENTS**

**G. ADJOURNMENT**

ITEM # E1

**PLANS AND PROGRAMS COMMITTEE  
MINUTES  
AUGUST 10, 2015**

**A. CALL TO ORDER**

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 10:01 a.m., August 10, 2015.

**Committee Members Present**

Council Member Penny Lilburn, City of Highland – Committee Chair  
Council Member Ron Dailey, City of Loma Linda  
Council Member Dick Riddell, City of Yucaipa  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace  
Supervisor Janice Rutherford, County of San Bernardino  
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga  
Mayor Dennis Yates, City of Chino

**Committee Members Not Present**

Mayor Pro Tem Alan Wapner, City of Ontario

**OmniTrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager  
Diane Caldera, Director of Operations  
Marge Ewing, Director of Human Resources/Safety & Security  
Samuel Gibbs, Director of Internal Audits  
Jacob Harms, Director of Information Technology  
Andres Ramirez, Director of IPMO  
Jennifer Sims, Director of Procurement  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing and Planning  
Jeremiah Bryant, Service Planning Manager  
Anna Jaiswal, Development Planning Manager  
Scott Begg, Planner 1  
Vicki Dennett, Executive Assistant to the CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

There were no announcements.

**C. COMMUNICATION FROM THE PUBLIC**

There were no comments 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 – April 22, 2015

M/S (Spagnolo/Yates) that approved the minutes of April 22, 2015. Motion was approved unanimously.

2. Receive and File Planned Minor Service Change Near Chaffey College Learning Development Center

Service Planning Manager Jeremiah Bryant presented the proposed service change, explaining the history and background. Member Spagnolo commented that Chaffey College services will be expanding to weekends; Omnitrans is prepared for this, because we do offer some Saturday services.

M/S (Yates/Spagnolo) to receive and file minor proposed service change for local fixed route service near the moving Chaffey College Learning Development Center in January 2016. Motion was approved unanimously.

3. Recommend to Board of Directors, Receive and File 2015 Title VI Compliance Report

Member Robles arrived at 10:07 a.m.

Service Planning Manager Jeremiah Bryant presented the Title VI Report. Two items in this report differentiate substantially from three years ago. There are now seven identified threshold languages within our service area—the “How to Ride Guide” is now available in eight languages; and conducting a Major Service and Fare Equity Analysis to ensure we remain in compliance, prior to bringing to Board.

M/S (Yates/Spagnolo) to recommend the Board of Directors receive and file the *Omnitrans Title VI Triennial Report, September 2015* demonstrating Omnitrans’ commitment to serve low income or minority communities within the Agency’s service area consistent with federal guidelines. Motion was approved unanimously.

4. Recommend to Board of Directors, Receive and File Report, Public Comment Request for Expansion of Access Service Area Further Into Los Angeles County

Service Planning Manager Jeremiah Bryant presented this report: Casa Colina, Ability First, and Service Center for Independent Living (SCIL) are all outside San Bernardino County. Ability First, Casa Colina and SCIL are not within a ¾ mile on each side of a fixed route, which is the maximum allowable as specified by 49CFR §37.131. He explained that ADA requires comparable service be provided to ADA passengers as with the general public. Serving these locations would provide preferential treatment, and the expected annual increase in operating expenses by extending service into Los Angeles County to these three locations is \$76,000 per year. However, there are alternatives available, which can be funded through Consolidated Transportation Service Agencies (CTSA's), and VTrans is the designated CTSA in San Bernardino Valley. There doesn't appear to be any reason to cross boundaries when there are currently other options available.

M/S (Riddell/Yates) to recommend the Board of Directors receive and file this report created in response to a Board meeting public comment request for extension of Access service into Los Angeles County. Motion was approved unanimously.

5. Recommend to Board of Directors, De-Obligate and Re-Obligate Funds to West Valley Connector Corridor Project and Execute Contract MKP15-37, Architectural, Engineering and Final Design Services for West Valley Connector Corridor

M/S (Yates/Spagnolo) to recommend the Board of Directors authorize the CEO/General Manager to de-obligate \$3,183,541 of funding from the Mid-Valley facility (land value and project funds) and re-obligate it to the West Valley Connector Corridor project; and recommend the Board of Directors authorize the CEO/General Manager to execute Contract MKP15-37 to Parsons Transportation Group, Inc. (Parsons), of Ontario, CA, for the provision of Architectural, Engineering and Final Design Services for the West Valley Connector Corridor, beginning October 1, 2015 through January 31, 2020, for \$8,000,000 with optional tasks totaling \$2,024,627 for a total of \$10,024,627 plus a fifteen percent contingency of \$1,503,696.05, and 3.27% Cost Allocation Plan of \$376,976.16, for a total not-to-exceed amount of \$11,905,299.21 should all optional tasks be exercised, contingent upon sale of the property located in Rancho Cucamonga. Motion was approved unanimously.

## **F. REMARKS AND ANNOUNCEMENTS**

There were no remarks or announcements.

## **G. ADJOURNMENT**

Member Dailey arrived at 10:20 a.m.

The Plans & Programs Committee meeting adjourned at 10:20 a.m. There is no Committee Meeting scheduled at this time. The next Committee Meeting will be posted at Omnitrans and on the Omnitrans website.

Prepared by:

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Christine Vega, Administrative Secretary

ITEM # E2

**DATE:** December 8, 2015

**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: COOPERATIVE SERVICE AGREEMENT WITH RIVERSIDE TRANSIT  
AGENCY**

### **FORM MOTION**

Recommend the Board of Directors authorize the CEO/General Manager to sign the Interagency Service Agreement between Omnitrans and the Riverside Transit Agency (RTA).

*This item was reviewed by Omnitrans' legal counsel.*

### **BACKGROUND**

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

As agencies' services and fare practices change, the agreements require updating. Omnitrans and Riverside Transit Agency jointly requested updates to the CSA language to clarify transfer eligibility and to explicitly include new transit pass and identification information to support the addition of Veteran Discount Fares at each agency.

The current Omnitrans and RTA CSA was approved in August 2008 and has allowed for seamless fixed route bus transfers near the Riverside and San Bernardino County line, at the Jerry Pettis VA Hospital, and at the Riverside Transit Center for riders on either system that choose to use a multi-use pass such as a day pass, 7-day pass or a 31-day pass.

The main points of the August 2008 agreement remain in place in the proposed 2015 Omnitrans and RTA CSA. The new agreement:

1. Explicitly adds Veteran Fares to the list of eligible transfer passes between the two agencies where it was only implicit before;
2. Adds the Military Veteran ID accepted by each transit agency to the other transit agency's acceptable ID list in order to simplify the purchase of reduced veteran fares in either county;
3. Eliminates the contractual language that could require customers to pay an equalizing fare differential should one agency have a higher base fare on regular local bus service; and,
4. Allows Omnitrans pass holders to transfer to RTA's CommuterLink freeway express routes by paying only the premium portion of the CommuterLink fare, rather than paying the entire fare.

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

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

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

## **CONCLUSION**

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

PSG:WW:JB



**INTERAGENCY SERVICE AGREEMENT BETWEEN  
OMNITRANS  
AND  
THE RIVERSIDE TRANSIT AGENCY (RTA)**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 by and between Omnitrans, a public agency formed under a Joint Powers Agreement, 1700 W. Fifth Street, San Bernardino, California 92411 (hereinafter referred to as "OMNITRANS"); and the Riverside Transit Agency, a public agency formed under a Joint Powers Agreement, 1825 Third Street, Riverside, California 92507 (hereinafter referred to as "RTA").

**RECITALS:**

WHEREAS, OMNITRANS and RTA are empowered by law to provide the general public with convenient, safe and accessible transportation within their respective jurisdictions; and

WHEREAS, OMNITRANS and RTA desire to cooperate and coordinate in route planning, scheduling, stops, transfers, fares and information dissemination; and

WHEREAS, both parties agree that this Agreement shall be non-financial in nature;

WHEREAS, this agreement shall supersede any and all previous service agreements;

NOW, THEREFORE, it is mutually understood and agreed by OMNITRANS and RTA as follows:

**ARTICLE 1. PUBLIC INFORMATION**

OMNITRANS and RTA agree to cooperate in providing the public with specific transit information, advertising the operations of both agencies and promoting the general use of transit.

## ARTICLE 2. STOPS

A. OMNITRANS and RTA agree to cooperate in the location, installation and maintenance of all jointly used bus stops, including use of the other's poles and posts at joint transfer points.

B. Each party shall be solely responsible for claims for damages arising out of its installation of its bus stop signs or passenger amenities.

C. Each party agrees to the establishment of stops in the other's service area, subject to approval of each specific stop.

D. Each party may negotiate with the other party regarding boarding restrictions within its respective service area where duplication of service or potential revenue loss may occur.

E. Each party shall be responsible for obtaining any required licenses or permits and paying any necessary fees in order to establish bus stops, install amenities or operate service in either service area.

## ARTICLE 3. FARES

Fares may vary in accordance with adopted policies of each party. Each party shall retain all fares collected in the operation of their service.

## ARTICLE 4. TRANSFER CONNECTIONS

OMNITRANS and RTA agree to facilitate minimization of passenger waiting time, and both parties shall coordinate schedules whenever practical.

## ARTICLE 5. TRANSFER

A. OMNITRANS shall accept RTA'S transfer media valued at OMNITRANS' base fare for that service toward OMNITRANS' fixed route service at locations where OMNITRANS' and RTA's service intersect. In the event that RTA'S base fare is valued at more than OMNITRANS' base fare, no change or credit will be due the passenger. Passengers are not required to top-up their fare to cover any shortfall between the RTA and OMNITRANS base fares. Transfer media includes valid multi-use passes such as daily, weekly and

monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

B. RTA shall accept OMNITRANS' transfer media valued at RTA'S base fare for that service toward RTA'S regular fixed route service at locations where OMNITRANS' and RTA's service intersect. Passengers are not required to top-up their fare to cover any shortfall between the OMNITRANS and RTA base fares. However, passenger must pay any equalizing (or top-up) fare, to transfer to an RTA CommuterLink buses with their applicable premium fare. In the event that OMNITRANS' base fare is valued at more than RTA'S base fare, no change or credit will be due the passenger. Transfer media includes valid multi-use passes such as daily, weekly and monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

C. Transfer media from OMNITRANS shall only be valid on RTA'S CommuterLink buses with a top-up fare being paid (based on the difference between RTA Local and CommuterLink fares). The transfer media are not valid for RTA Dial-A-Ride service.

D. Transfer media from RTA shall not be valid on OMNITRANS', Access service.

E. Each party shall accept the other party's valid employee passes, dependent passes and retiree passes on all fixed route and commuter services in lieu of payment of fare.

F. RTA shall accept Omnitrans' Military Veteran Identification (currently issued by the County of San Bernardino Department of Veteran Affairs) for purchase of RTA's reduced Veterans fares.

F. Omnitrans shall accept RTA's Military Veteran Identification for purchase of Omnitrans' reduced Veterans fares.

## ARTICLE 6. OPERATIONAL INFORMATION

Each party shall formally inform the Director of Planning of the other agency of future plans for route and schedule changes, exclusive of temporary demand and emergency situations, no later than 30 days before the changes are scheduled to be implemented.

## ARTICLE 7. CONTROL AND RESPONSIBILITY

A. Each party to this Agreement, in its operations pursuant hereto, is acting as an independent contractor and agrees to indemnify and hold the other party, including its officers, directors, employees, agents, subcontractors and suppliers, harmless from and against all claims, losses, damages and expenses, including attorney's fees, on account of bodily injury to or death of any person, or for property damage arising out of the performance of services described in this Agreement, unless caused by the negligence of the other party.

B. Each party to this agreement shall indemnify, defend and hold harmless the other party, including its officers, directors, employees, agents, subcontractors and suppliers, from and against any and all liability or expense including any claim of liability and any and all losses or costs, including legal expenses and costs of expert witnesses and consultants, that may be imposed by the other party solely by virtue of the provisions of Section 895.2 of the California Government Code.

## ARTICLE 8. SERVICE TO BE OPERATED

Each party may operate non-duplicating services in the other's jurisdiction with the written approval of the other agency. Every attempt shall be made to coordinate alignments, schedules, stops, fare policies, and route planning for the safety and convenience of the general public.

## ARTICLE 9, COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Each party shall be solely responsible for complying with the Americans with Disabilities Act of 1991 (ADA) as amended, including the provision of parallel ADA demand response service along each party's fixed routes operated in the other party's service area.

## ARTICLE 10, NO MONETARY CLAIMS

Neither party shall have any claims against or liabilities to the other party on account of expenses incurred or revenues received or lost as a result of this Agreement except as otherwise provided.

## ARTICLE 11. TERMS OF THE AGREEMENT

This Agreement shall be effective on the date of full execution and will remain in effect until terminated by either party by giving 60 days written notice to the other party.

#### ARTICLE 12. NOTIFICATION AND MAILING ADDRESSES

Any requests and demands made between the parties pursuant to this Agreement are to be directed as follows:

RTA:  
Riverside Transit Agency  
1825 Third Street  
Riverside, CA 92507  
Attn: Vince Rouzaud  
Chief Procurement & Logistics Officer  
(951) 565-5180

OMNITRANS:  
Omnitrans  
1700 W. Fifth St.  
San Bernardino, CA 92411  
Attn: P. Scott Graham  
CEO/General Manager  
(909) 379-7100

Any notices of service and schedule changes are to be directed as follows:

RTA:  
Riverside Transit RTA  
1825 Third Street  
Riverside, CA 92507  
Attn: Rohan Kuruppu  
Director of Planning  
(951) 565-5130

OMNITRANS:  
Omnitrans  
1700 W. Fifth St.  
San Bernardino, CA 92411  
Attn: Wendy Williams  
Director of Marketing & Planning  
(909) 379-7251

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

RIVERSIDE TRANSIT AGENCY

OMNITRANS

By \_\_\_\_\_  
Larry Rubio  
Chief Executive Officer

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
James Donich  
General Counsel

APPROVED AS TO FORM:

By \_\_\_\_\_  
Carol Greene  
Omnitrans Counsel

ITEM # E3

**DATE:** December 8, 2015

**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: MUTUAL AID AGREEMENTS WITH VICTOR VALLEY TRANSIT  
AGENCY (VVTA) AND MOUNTAIN TRANSIT**

**FORM MOTION**

Recommend the Board of Directors authorize the CEO/General Manager to sign the Mutual Aid Memorandum of Understanding between Omnitrans and Victor Valley Transit Agency (VVTA); and

Recommend the Board of Directors authorize the CEO/General Manager to sign the Mutual Aid Memorandum of Understanding between Omnitrans and Mountain Transit.

*The agreements have been reviewed by Omnitrans' legal counsel Burke, Williams and Sorensen.*

**BACKGROUND**

The Victor Valley Transit Agency (VVTA) and Mountain Transit both deliver transit service into Omnitrans' service area. These services take VVTA and Mountain Transit far from their regular base of operations. For VVTA, the BV-Link service that travels into San Bernardino, Colton and Fontana is one hour outside of VVTA's core service area. For Mountain Transit, the Off-the-Mountain (OTM) Services from Big Bear and Lake Arrowhead ranges from 30 minutes to an hour outside of their core service area.

When a vehicle, customer service, weather or roadway problem occurs within Omnitrans' service area, VVTA and Mountain Transit currently send a road supervisor, mechanic, or similar personnel to respond. This is a relatively expensive and time-consuming process given the distance that ultimately slows down customer travel times. While these occurrences only happen a few times per year, the impact on transit customers can be several hours added to their travel time when they do occur.

Omnitrans, VVTA and Mountain Transit desire to create a mutual aid framework that provides the mechanism for Omnitrans to respond to these issues within the Omnitrans service area and to bill VVTA and Mountain Transit at cost for the services rendered.

These MOUs create this framework which should allow for a faster response time while reducing the combined cost to the agencies by effectively having the closest agency respond. When requested, Omnitrans agrees to respond to accidents, incidents, mechanical issues or similar occurrences for the neighboring transit agencies. Additionally, if the connecting roads are closed by fire, snow or for other reasons, Omnitrans agrees to help collect riders for VVTA and Mountain Transit, in order to have a central location to improve communication and ensure that riders have the quickest access possible to complete their trips. The anticipated collection site is the San Bernardino Transit Center.

In February 2014, SANBAG began a transit efficiency study looking for cooperative approaches that San Bernardino County transit operators could use to reduce costs and/or improve service. While this study is not yet complete, mutual aid agreements have been identified within the study as an area with a potential payoff.

### **CONCLUSION**

Approval of both Mutual Aid agreements will establish a framework for Omnitrans to offer and bill for aid provided to partner county transit agencies.

PSG:WW:JB



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**OMNITRANS**  
**And**  
**VICTOR VALLEY TRANSIT AUTHORITY**  
**For**  
**MUTUAL AID**

**This Memorandum of Understanding** ("MOU") is effective on the Effective Date as defined herein, by and between Omnitrans ("OMNITRANS"), a public agency formed under a Joint Powers Agreement, whose address is 1700 West Fifth St., San Bernardino, California, 92411, and Victor Valley Transit Authority ("VVTA") whose address is address, 17150 Smoketree St., Hesperia, California, 92345. OMNITRANS and VVTA are each a "Party" and collectively the "Parties" as identified herein.

**RECITALS:**

**WHEREAS**, VVTA provides service that overlaps with the OMNITRANS service area and, should mutual aid be requested, it may be more timely and more cost-effective for OMNITRANS to respond to the incident; and

**WHEREAS**, the Parties desire to establish a mutual understanding to provide for OMNITRANS assistance should VVTA experience a service interruption during the course of service provision in the OMNITRANS service area; and

**WHEREAS**, OMNITRANS agrees to assist upon request and if manpower and equipment resources are available; and

**WHEREAS**, OMNITRANS shall place a high priority on responding to service disruptions which occur on VVTA routes within OMNITRANS service areas, so long as such assistance does not negatively impact OMNITRANS' own transit operations; and

**WHEREAS**, this MOU shall supersede any and all previous Mutual Aid service agreements between OMNITRANS and VVTA.

**NOW, THEREFORE**, OMNITRANS and VVTA in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

1. **Complete Agreement.** This MOU, including any exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU between OMNITRANS and VVTA, concerning the services provided, and supersedes all prior representations, understandings, and communications between the parties. The above-referenced Recitals are true and correct and are incorporated by reference herein.
2. **OMNITRANS Responsibilities.** OMNITRANS agrees to the following responsibilities for services provided:

- a. Services ("SERVICES") may include, but are not limited to, the temporary provision of OMNITRANS' labor and/or contractors, installation of temporary signage, equipment including rolling stock, transit supervisor assistance/investigation services, coach operator services, maintenance services, tow services, bus storage, parts, and/or fuel. The services provided by Omnitrans under this MOU have a not-to-exceed amount of \$25,000 for the duration of this MOU. The Amount shall not be exceeded unless amended in writing by the mutual consent of the Parties.
  - b. OMNITRANS shall perform SERVICES upon request by VVTA, to the extent that OMNITRANS' manpower and equipment are available and such services' provision does not interfere with OMNITRANS' own service provision.
  - c. OMNITRANS will promptly notify VVTA as soon as it is aware that its manpower and/or equipment will not be available to respond to the VVTA service interruption or request.
  - d. OMNITRANS shall submit an invoice to VVTA for SERVICES provided, by no later than the last day of the month following the month that SERVICES were provided. Each Invoice shall specify the total hours by position or service type provided, as well as any other direct costs attributed to the SERVICE provision. The invoice shall be based on the hourly rates and direct expenses identified in **Exhibit "A"**, Rate Schedule. OMNITRANS has the right to update the rate schedule in Exhibit "A" each year with written notice to VVTA.
  - e. OMNITRANS is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all SERVICES provided under this MOU, as well as that which may be required by law. OMNITRANS shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. OMNITRANS shall have exclusive control over its employees and VVTA shall not have any authority to direct or control employees of OMNITRANS. OMNITRANS' employees or agents shall not be deemed VVTA employees or agents for any purpose.
  - f. OMNITRANS agrees to indemnify, defend and hold harmless VVTA, its member agencies, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by OMNITRANS, its officers, directors, employees, or agents in connection with or arising out of the performance of services under this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of VVTA, its officers, directors, employees, or agents.
3. **VVTA Responsibilities.** VVTA agrees to the following responsibilities for services provided:
- a. VVTA management shall make a formal request for the specific OMNITRANS' SERVICES by calling the OMNITRANS Dispatcher at the telephone numbers listed in **Exhibit "B"**, Mutual Aid Contact Information and Procedures, attached. OMNITRANS will make available the OMNITRANS Dispatcher Monday through Saturday 0300 to 2345, Sunday 0400 to 2030 with the exception of our closed holidays.

- b. OMNITRANS Dispatcher on duty shall have the authority to approve each VVTA SERVICE request.
  - c. Complete and accurate invoices submitted by OMNITRANS shall be paid by VVTA within thirty (30) days of receipt.
  - d. VVTA agrees to indemnify, defend and hold harmless OMNITRANS, its member agencies, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by VVTA, its officers, directors, employees, or agents in connection with or arising out of the performance of this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of OMNITRANS, its officers, directors, employees, or agents.
4. **The Parties Mutually Understand and Agree** to the following mutual responsibilities regarding the SERVICE:
- a. This MOU shall commence upon execution by the Parties, and shall continue in full force unless terminated as provided in this MOU.
  - b. This MOU may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties. The Parties agree that non-financial administrative changes, such as changes in key personnel, emergency response procedures, etc., may be approved administratively without re-approval by the Agencies' Boards of Directors.
  - c. OMNITRANS or VVTA may terminate this MOU, without cause, by delivering written notice of termination to the other Party not less than thirty (30) calendar days before the date of termination.
  - d. The persons executing this MOU on behalf of the parties hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that, by so executing this MOU, the parties hereto are formally bound to the provisions of this MOU.
  - e. All notices hereunder and communications required or permitted by this MOU, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this MOU shall be in writing or authorized in writing, and may be sent by regular mail, email or FAX. Any such notice shall be addressed to:

Notices to OMNITRANS:

Name: Mr. Scott Graham  
Title: Chief Executive Officer/General Manager  
Address: 1700 West Fifth St.  
City, State Zip: San Bernardino, California, 92411  
Email: Scott.Graham@omnitrans.org  
FAX: 909-889-5779

Notices to VVTA:

Name: Mr. Kevin Kane  
Title: Executive Director  
Address: 17150 Smoketree St  
City, State Zip: Hesperia, California, 92345

Email: kkane@vvta.org  
FAX:

- f. The headings of all sections of this MOU are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.
- g. The provision of this MOU shall bind and insure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.
- h. If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- i. This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same MOU. Secure electronic signatures will be permitted.
- j. Neither this MOU, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- k. The Parties warrant that, in the performance of this MOU, they shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.
- l. Either Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- m. This MOU shall be construed and interpreted solely in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, this MOU constitutes the entire understanding of the Parties hereto, and there are no other requirements, premises, warranties, covenants or undertakings with respect thereto, and have made and executed this MOU as of the day and year first above written.

OMNITRANS

Victor Valley Transit Authority

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

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

Name: P. Scott Graham

Name: \_\_\_\_\_

Title: CEO/General Manager

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit "A", Rate Schedule

### OMNITRANS' RATE SCHEDULE AND OTHER DIRECT COSTS

Below is a list of OMNITRANS Positions that may likely be assigned to a Mutual Aid request:

Position and/or Service	Fully Burdened Hourly Rate* or Fully-Allocated Cost
Omnitrans Field Supervisor	\$39.65
Omnitrans Road Call Mechanic and Truck (2 hour minimum)	\$35.96

Other Direct Costs anticipated, may include but not be limited to:

Expense Category	Units	Cost
Omnitrans 40' Ft. Bus and Operator	Hourly Rate*	\$92.65
Contractor Access Van and Operator	Hourly Rate*	\$73.20
Fuel	TBD	Actual Cost
Parts	TBD	Actual Cost

\*These rates are based on current OMNITRANS budgeted rates for fully burdened employees. Hourly rates are subject to change over time based on employee salary and benefit increases.

## Exhibit “B”

### Mutual Aid Contact Information and Procedures

DATE: Tuesday, September 08, 2015  
SUBJECT: Transit Mutual Aid Agreements

1. Point of contact (POC):

Each agency’s Dispatcher

Ask Metrolink to make announcements on train if VVTA impacted by road closures:

“Connecting to VVTA please continue to Santa Fe Depot or SBTC”

2. Agency Dispatcher Emergency number:

Omnitrans (909) 884-9580

SANBAG (Metrolink)

MARTA (909) 963-7422

VVTA (760) 948-4021 ex 260 or 261

San Bernardino County Office of Emergency Services (OES)

3. Passenger collection point:

San Bernardino Transit Center (SBTC) Primary location

Normal hours of operations: M-F 0600 – 2100; Sat/Sun 0900 – 1700

24/7 security

Public Lobby

Public Restrooms

Nearby Grocery Store & Restaurants

San Bernardino Metrolink Lobby Alternate location

Lobby hours of operations: M-F 0400 - 2330

4. Locations of effected passenger stops (sweep locations):

VVTA SBTC, Santa Fe Depot, ARMC, Kaiser Fontana, Fontana TC

MARTA SBTC, E & Court, 40<sup>th</sup> & Waterman, Santa Fe Depot, 2<sup>nd</sup> & G, 4<sup>th</sup> & Arrowhead, Greyhound Station, Highland & Boulder

5. Location to temporarily stow buses:

San Bernardino Transit Center (SBTC) Primary location

Omnitrans - EV Alternate location

6. Fuel availability:

CNG Omnitrans (East Valley Yard)

Diesel County fueling stations

7. Accident/Incident Investigations:

VVTA desires that Omnitrans’ Field Supervisors be able to respond to accidents or incidents. Need ensure that Omnitrans forms & policies cover VVTA needs.

8. Dissemination of Information on Changes to Transit Customers:

Social Media

Apps

Facebook

Twitter

Online Resources

Websites

ie511.org (SANBAG site)

Other Agencies

**VVTA emergency contact list:**

GM:	Simon Herrera.....	909-208-0000
AGM:	Eduardo Espiritu.....	626-710-6363
Operations:	Lora Sanchez.....	760-792-5778
Lead Supervisor:	Brent Johnson.....	760-508-9954
Contract Administrator:	Shelly Cable.....	760-559-8041

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**OMNITRANS**  
**And**  
**MOUNTAIN TRANSIT**  
**For**  
**MUTUAL AID**

**This Memorandum of Understanding** ("MOU") is effective on the Effective Date as defined herein, by and between Omnitrans ("OMNITRANS"), a public agency formed under a Joint Powers Agreement, whose address is 1700 West Fifth St., San Bernardino, California, 92411, and Mountain Transit ("MOUNTAIN TRANSIT") whose address is 41939 Fox Farm Rd., Big Bear Lake, California. OMNITRANS and MOUNTAIN TRANSIT are each a "Party" and collectively the "Parties" as identified herein.

**RECITALS:**

**WHEREAS**, MOUNTAIN TRANSIT provides service that overlaps with the OMNITRANS service area and, should mutual aid be requested, it may be more timely and more cost-effective for OMNITRANS to respond to the incident; and

**WHEREAS**, the Parties desire to establish a mutual understanding to provide for OMNITRANS assistance should MOUNTAIN TRANSIT experience a service interruption during the course of service provision in the OMNITRANS service area; and

**WHEREAS**, OMNITRANS agrees to assist upon request and if manpower and equipment resources are available; and

**WHEREAS**, OMNITRANS shall place a high priority on responding to service disruptions which occur on MOUNTAIN TRANSIT routes within OMNITRANS service areas, so long as such assistance does not negatively impact OMNITRANS' own transit operations; and

**WHEREAS**, this MOU shall supersede any and all previous Mutual Aid service agreements between OMNITRANS and MOUNTAIN TRANSIT.

**NOW, THEREFORE**, OMNITRANS and MOUNTAIN TRANSIT in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

1. **Complete Agreement.** This MOU, including any exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU between OMNITRANS and MOUNTAIN TRANSIT, concerning the services provided, and supersedes all prior representations, understandings, and communications between the parties. The above-referenced Recitals are true and correct and are incorporated by reference herein.



2. **OMNITRANS Responsibilities.** OMNITRANS agrees to the following responsibilities for services provided:
- a. Services ("SERVICES") may include, but are not limited to, the temporary provision of OMNITRANS' labor and/or contractors, installation of temporary signage, equipment including rolling stock, transit supervisor assistance/investigation services, coach operator services, maintenance services, tow services, bus storage, parts, and/or fuel. The services provided by Omnitrans under this MOU have a not-to-exceed amount of \$25,000 for the duration of this MOU. The Amount shall not be exceeded unless amended in writing by the mutual consent of the Parties.
  - b. OMNITRANS shall perform SERVICES upon request by MOUNTAIN TRANSIT, to the extent that OMNITRANS' manpower and equipment are available and such services' provision does not interfere with OMNITRANS' own service provision.
  - c. OMNITRANS will promptly notify MOUNTAIN TRANSIT as soon as it is aware that its manpower and/or equipment will not be available to respond to the MOUNTAIN TRANSIT service interruption or request.
  - d. OMNITRANS shall submit an invoice to MOUNTAIN TRANSIT for SERVICES provided, by no later than the last day of the month following the month that SERVICES were provided. Each Invoice shall specify the total hours by position or service type provided, as well as any other direct costs attributed to the SERVICE provision. The invoice shall be based on the hourly rates and direct expenses identified in **Exhibit "A"**, Rate Schedule. OMNITRANS has the right to update the rate schedule in Exhibit "A" each year with written notice to MOUNTAIN TRANSIT.
  - e. OMNITRANS is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all SERVICES provided under this MOU, as well as that which may be required by law. OMNITRANS shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. OMNITRANS shall have exclusive control over its employees and MOUNTAIN TRANSIT shall not have any authority to direct or control employees of OMNITRANS. OMNITRANS' employees or agents shall not be deemed MOUNTAIN TRANSIT employees or agents for any purpose.
  - f. OMNITRANS agrees to indemnify, defend and hold harmless MOUNTAIN TRANSIT, its member agencies, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by OMNITRANS, its officers, directors, employees, or agents in connection with or arising out of the performance of services under this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of MOUNTAIN TRANSIT, its officers, directors, employees, or agents.

3. **MOUNTAIN TRANSIT Responsibilities.** MOUNTAIN TRANSIT agrees to the following responsibilities for services provided:
- a. MOUNTAIN TRANSIT management shall make a formal request for the specific OMNITRANS' SERVICES by calling the OMNITRANS Dispatcher at the telephone numbers listed in **Exhibit "B"**, Mutual Aid Contact Information and Procedures, attached. OMNITRANS will make available the OMNITRANS Dispatcher Monday through Saturday 0300 to 2345, Sunday 0400 to 2030 with the exception of Omnitrans closed holidays.
  - b. OMNITRANS Dispatcher on duty shall have the authority to approve each MOUNTAIN TRANSIT SERVICE request.
  - c. Complete and accurate invoices submitted by OMNITRANS shall be paid by MOUNTAIN TRANSIT within thirty (30) days of receipt.
  - d. MOUNTAIN TRANSIT agrees to indemnify, defend and hold harmless OMNITRANS, its member agencies, officers, directors, employees, and agents from and against any and all claims officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by MOUNTAIN TRANSIT, its officers, directors, employees, or agents in connection with or arising out of the performance of this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of OMNITRANS, its officers, directors, employees, or agents.
4. **The Parties Mutually Understand and Agree** to the following mutual responsibilities regarding the SERVICE:
- a. This MOU shall commence upon execution by the Parties, and shall continue in full force unless terminated as provided in this MOU.
  - b. This MOU may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties. The Parties agree that non-financial administrative changes, such as changes in key personnel, emergency response procedures, etc., may be approved administratively without re-approval by the Agencies' Boards of Directors.
  - c. OMNITRANS or MOUNTAIN TRANSIT may terminate this MOU, without cause, by delivering written notice of termination to the other Party not less than thirty (30) calendar days before the date of termination.
  - d. The persons executing this MOU on behalf of the parties hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that, by so executing this MOU, the parties hereto are formally bound to the provisions of this MOU.
  - e. All notices hereunder and communications required or permitted by this MOU, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this MOU shall be in writing or authorized in writing, and may be sent by regular mail, email or FAX. Any such notice shall be addressed to:

Notices to OMNITRANS:

Name: Mr. Scott Graham  
Title: Chief Executive Officer/General Manager  
Address: 1700 West Fifth St.  
City, State Zip: San Bernardino, California, 92411  
Email: Scott.Graham@omnitrans.org  
FAX: 909-889-5779

Notices to MOUNTAIN TRANSIT:

Name: Ms. Kathy Hawksford  
Title: General Manager/Chief Executive Officer  
Address: 41939 Fox Farm Rd.  
City, State Zip: Big Bear Lake, California, 92315  
Email: khawksford@mountaintransit.org  
FAX:

- f. The headings of all sections of this MOU are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.
- g. The provision of this MOU shall bind and insure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.
- h. If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- i. This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same MOU. Secure electronic signatures will be permitted.
- j. Neither this MOU, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- k. The Parties warrant that, in the performance of this MOU, they shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.
- l. Either Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- m. This MOU shall be construed and interpreted solely in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, this MOU constitutes the entire understanding of the Parties hereto, and there are no other requirements, premises, warranties, covenants or undertakings with respect thereto, and have made and executed this MOU as of the day and year first above written.

OMNITRANS

Mountain Area Regional Transit Authority

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

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

Name: P. Scott Graham \_\_\_\_\_

Name: \_\_\_\_\_

Title: CEO/General Manager \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit “A”, Rate Schedule

### OMNITRANS’ RATE SCHEDULE AND OTHER DIRECT COSTS

Below is a list of OMNITRANS Positions that may likely be assigned to a Mutual Aid request:

<b>Position and/or Service</b>	<b>Fully Burdened Hourly Rate* or Fully-Allocated Cost</b>
Omnitrans Field Supervisor	\$39.65
Omnitrans Road Call Mechanic and Truck (2 hour minimum)	\$35.96

Other Direct Costs anticipated, may include but not be limited to:

<b>Expense Category</b>	<b>Units</b>	<b>Cost</b>
Omnitrans 40’ Ft. Bus and Operator	Hourly Rate*	\$92.65
Contractor Access Van and Operator	Hourly Rate*	\$73.20
Fuel	TBD	Actual Cost
Parts	TBD	Actual Cost

\*These rates are based on current OMNITRANS budgeted rates for fully burdened employees. Hourly rates are subject to change over time based on employee salary and benefit increases.

## Exhibit “B”

### Mutual Aid Contact Information and Procedures

DATE: Tuesday, September 08, 2015  
SUBJECT: Transit Mutual Aid Agreements

1. Point of contact (POC):

Each agency’s Dispatcher  
Ask Metrolink to make announcements on train if MOUNTAIN TRANSIT impacted by road closures:  
“Connecting to MOUNTAIN TRANSIT please continue to Santa Fe Depot or SBTC”

2. Agency Dispatcher Emergency number:

Omnitrans	(909) 884-9580
SANBAG (Metrolink)	
MOUNTAIN TRANSIT	(909) 963-7422
MOUNTAIN TRANSIT	(760) 948-4021 ex 260 or 261
San Bernardino County Office of Emergency Services (OES)	

3. Passenger collection point:

San Bernardino Transit Center (SBTC)	Primary location
Normal hours of operations:	M-F 0600 – 2100; Sat/Sun 0900 – 1700
24/7 security	
Public Lobby	
Public Restrooms	
Nearby Grocery Store & Restaurants	

San Bernardino Metrolink Lobby	Alternate location
Lobby hours of operations:	M-F 0400 - 2330

4. Locations of effected passenger stops (sweep locations):

MOUNTAIN TRANSIT	SBTC, Santa Fe Depot, ARMC, Kaiser Fontana, Fontana TC
MOUNTAIN TRANSIT	SBTC, E & Court, 40 <sup>th</sup> & Waterman, Santa Fe Depot, 2 <sup>nd</sup> & G, 4 <sup>th</sup> & Arrowhead, Greyhound Station, Highland & Boulder

5. Location to temporarily stow buses:

San Bernardino Transit Center (SBTC)	Primary location
Omnitrans - EV	Alternate location

6. Fuel availability:

CNG	Omnitrans (East Valley Yard)
Diesel	County fueling stations

8. Accident/Incident Investigations:

Mountain Transit desires that Omnitrans' Field Supervisors be able to respond to accidents or incidents. Need to ensure that Omnitrans forms & policies cover Mountain Transit needs.

9. Dissemination of Information on Changes to Transit Customers:

Social Media

Apps

Facebook

Twitter

Online Resources

Websites

ie511.org (SANBAG site)

Other Agencies

ITEM # E4

**DATE:** December 8, 2015

**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: ABBG CUSTOMER SATISFACTION SURVEY OF OMNITRANS**

**FORM MOTION**

Receive and file the attached presentation highlighting the results of the American Bus Benchmarking Group (ABBG) Customer Satisfaction Survey of Omnitrans.

**BACKGROUND**

Omnitrans belongs to the American Bus Benchmarking Group (ABBG), which is a data- and best practices sharing benchmarking network of twenty mid-sized bus operators in the United States. ABBG is facilitated by the Railway and Transport Strategy Centre at Imperial College London.

A key component of the annual work plan for the group is a joint Customer Satisfaction Survey, which has been completed during 2013, 2014, and 2015. During 2015, fifteen agencies participated in the survey, which was conducted online via SurveyMonkey® during April and May of 2015.

Omnitrans riders contributed 607 cleaned responses to the survey out of 11,937 responses for the ABBG members in total. Since this survey was completed online and not truly from a random sample and hence subject to a sampling bias, a true error margin and confidence level cannot be established. For comparison purposes, if we assume away the potential of a self-selecting sampling bias, the 607 responses provide a margin of error of 4.0% at a 95% confidence level.

Key findings include:

- 80.4% overall satisfaction rating for Omnitrans. This is the third highest in ABBG and within the margin of error of the previous two surveys, which scored 83.2% and 82.6%, respectively.
- Omnitrans has seen satisfaction improvements related to availability of service both in terms of times the buses run and where the buses run. Over the last three surveys, these



availability statistics have moved from at/below average for the group to above average for the group.

- Omnitrans saw a significant reduction in convenience of paying for the fare following the fare increase in September 2014, where this measure is now below the group average.
- Omnitrans consistently benchmarks as the lowest-rated agency in the group on perceived safety and security at bus stops. (Omnitrans looks forward to the 2016 survey, which should reflect the increased focus on safety and security at the San Bernardino Transit Center, Omnitrans single busiest bus stop.)
- Omnitrans has two consecutive response improvements on travel time as benchmarked across the agencies. Again this has moved the agency from a normalized score below average on Travel Time to an above average score.

## **CONCLUSION**

Receive and file this staff report and presentation on the ABBG Customer Satisfaction Survey of Omnitrans.

PSG:WW:JB

A detailed map of the San Bernardino area, showing major highways (I-15, I-215, SR-60, SR-78, SR-210), transit routes (indicated by colored lines), and various landmarks including San Bernardino Community Hospital, San Bernardino International Airport, and several parks. A compass rose is visible in the top right corner. The map is overlaid with a semi-transparent blue layer containing the title text.

# CUSTOMER SATISFACTION SURVEY RESULTS

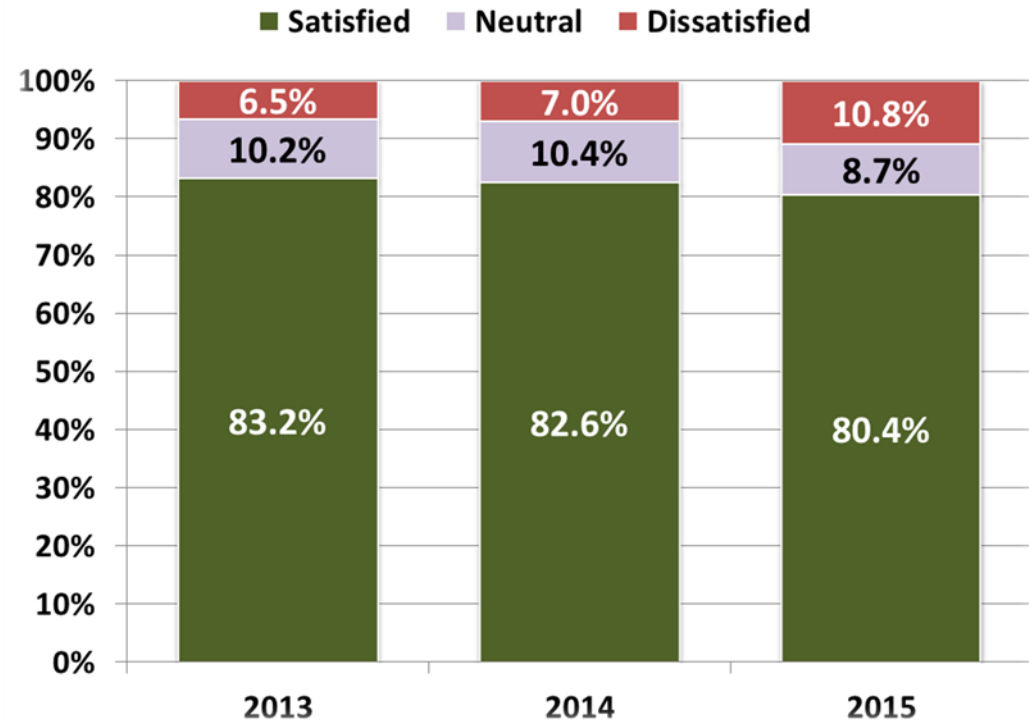
ABBG Benchmarked CSS Survey  
Plans and Programs Committee  
December 2015



# Overall Satisfaction I

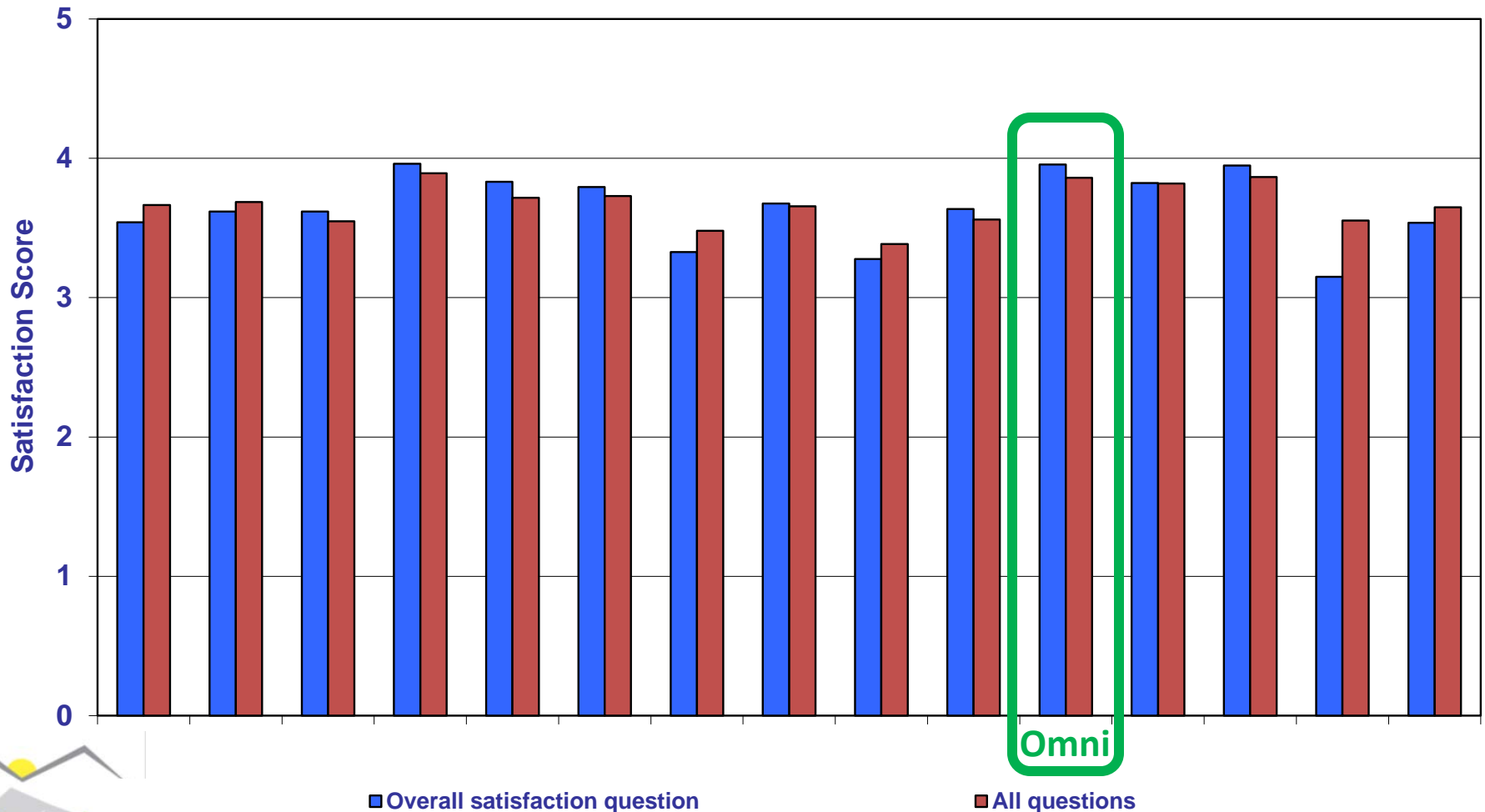
- Remains high at >80%.
  - Score of 3.96
    - Scale of 1-5, 5 is very satisfied.
- Third highest in ABBG this year.

Overall Satisfaction with Omnitrans



# Overall Satisfaction II

How satisfied are you overall with the bus services in the city?



AMERICAN BUS BENCHMARKING GROUP

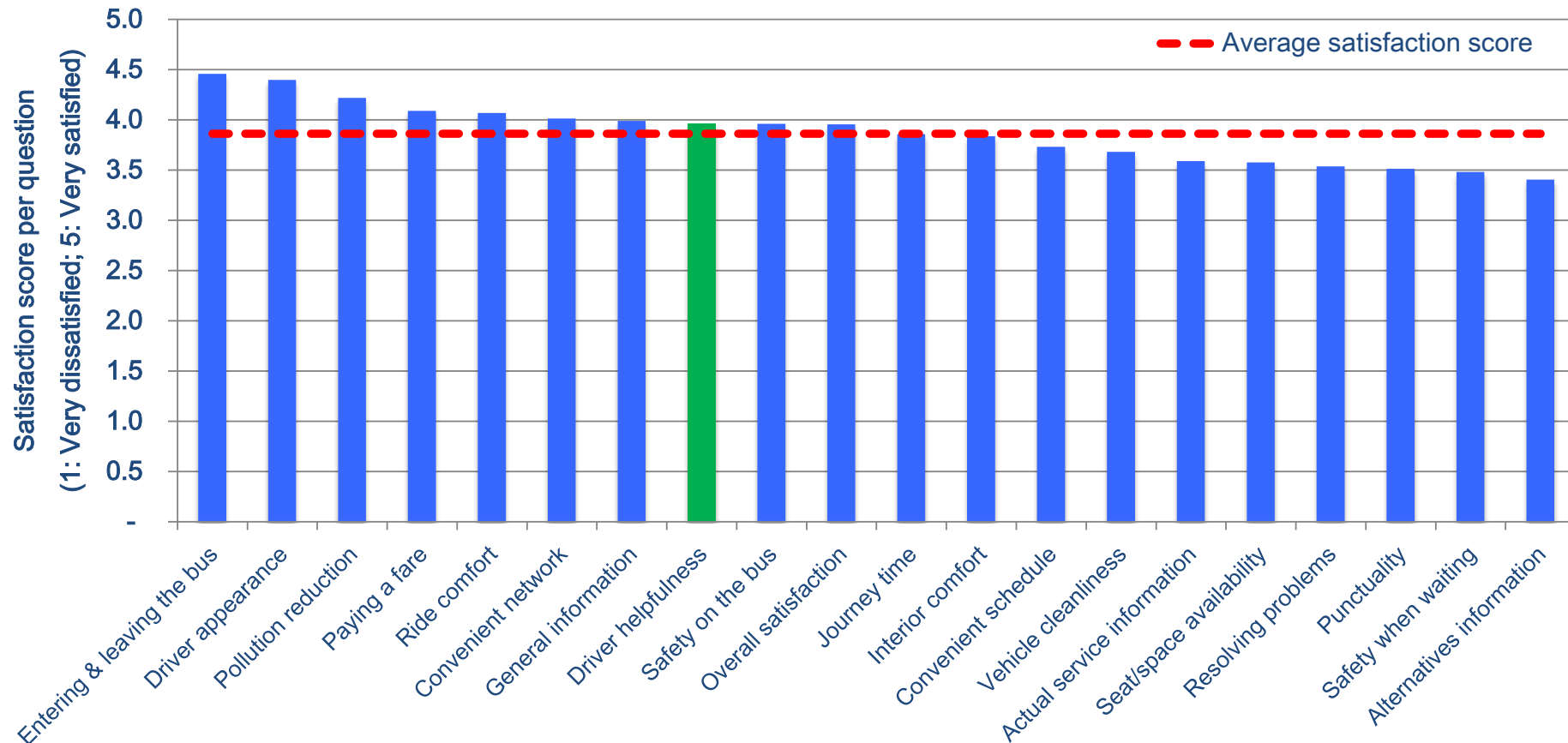


**OmniTrans**<sup>36</sup>

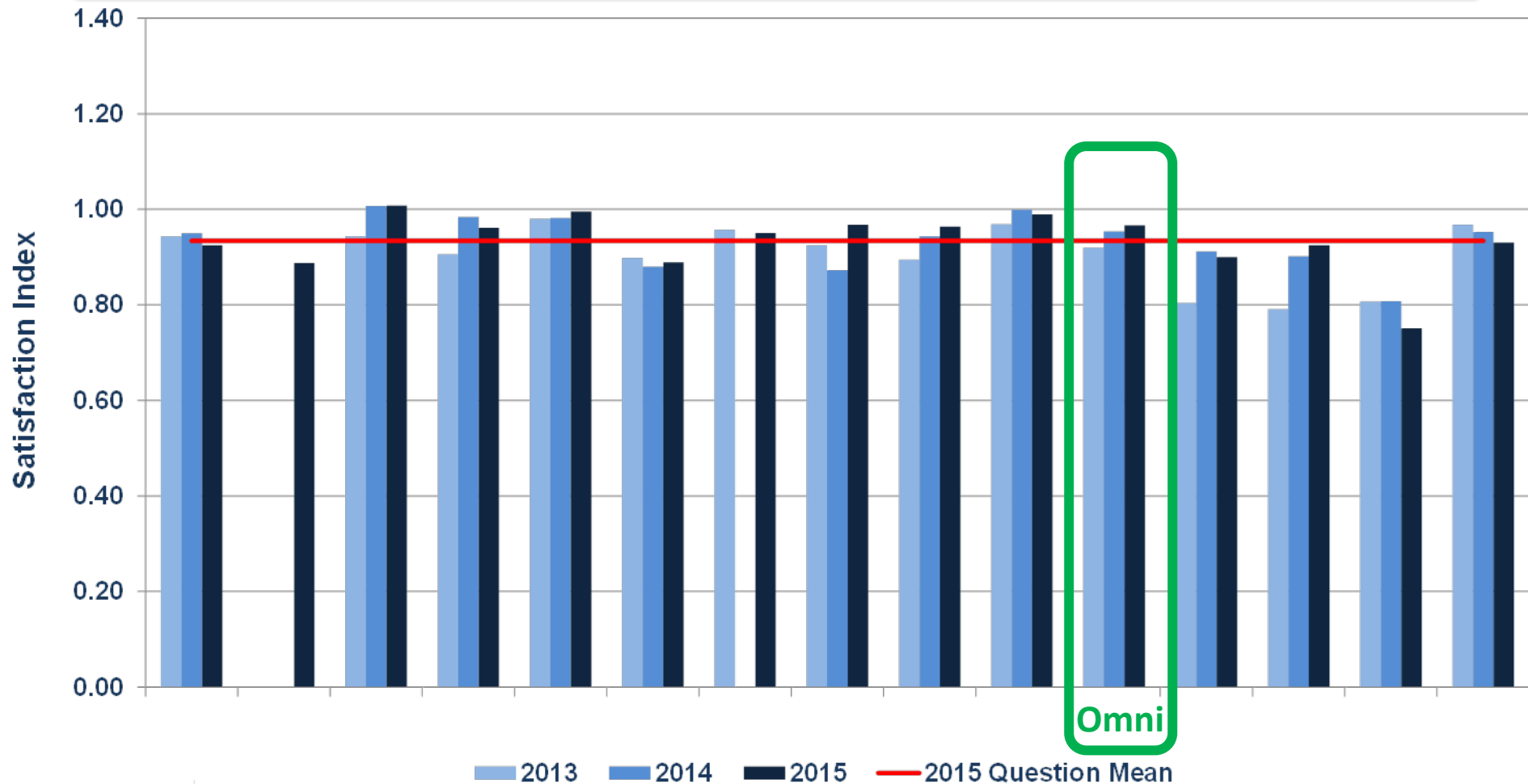
Connecting Our Community.

# Satisfaction on Specific Items

## Levels of satisfaction for bus services - Omnitrans San Bernardino



# Availability: Time



AMERICAN BUS BENCHMARKING GROUP

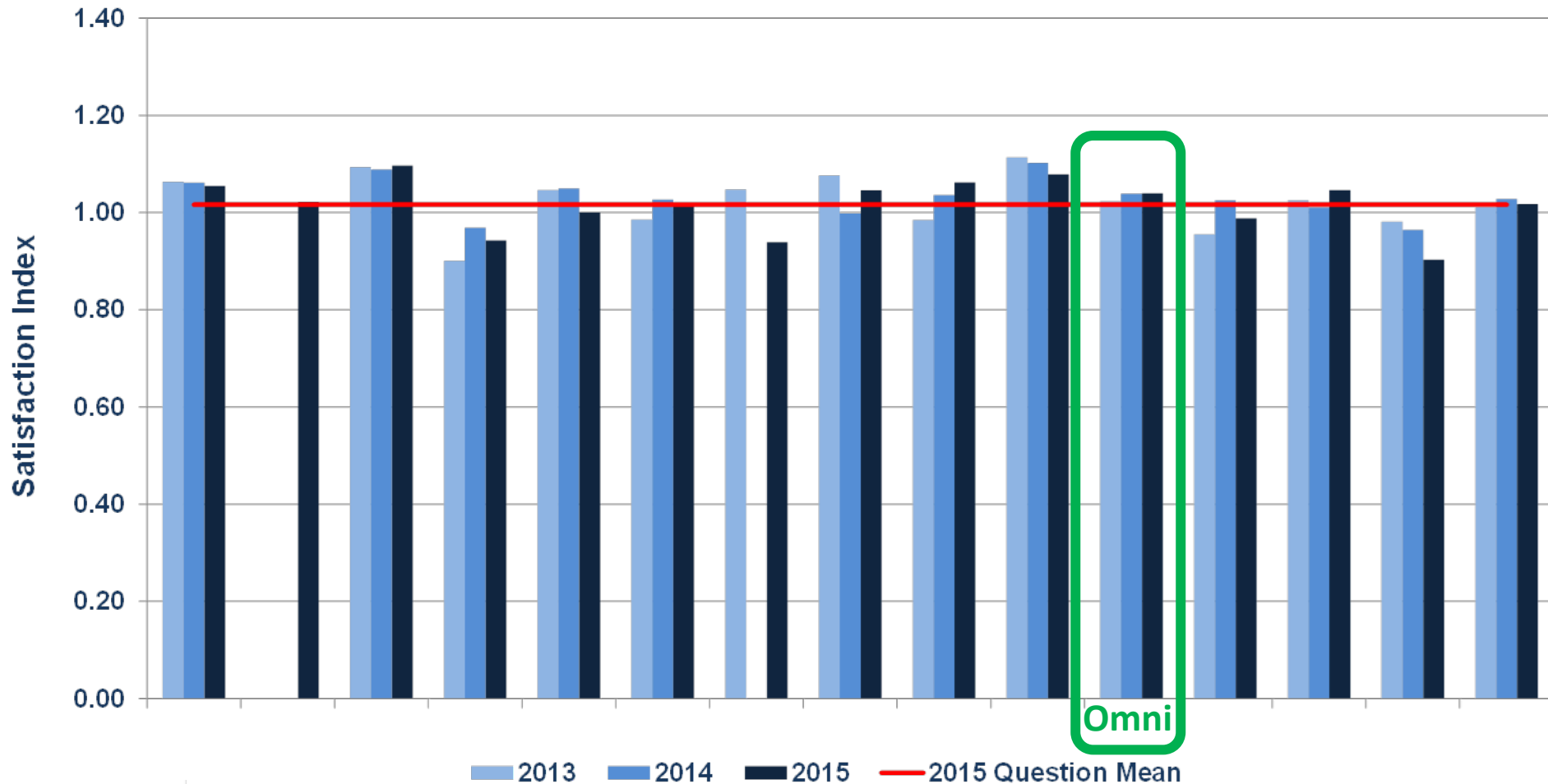


**OmniTrans**<sup>38</sup>

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# Availability: Location



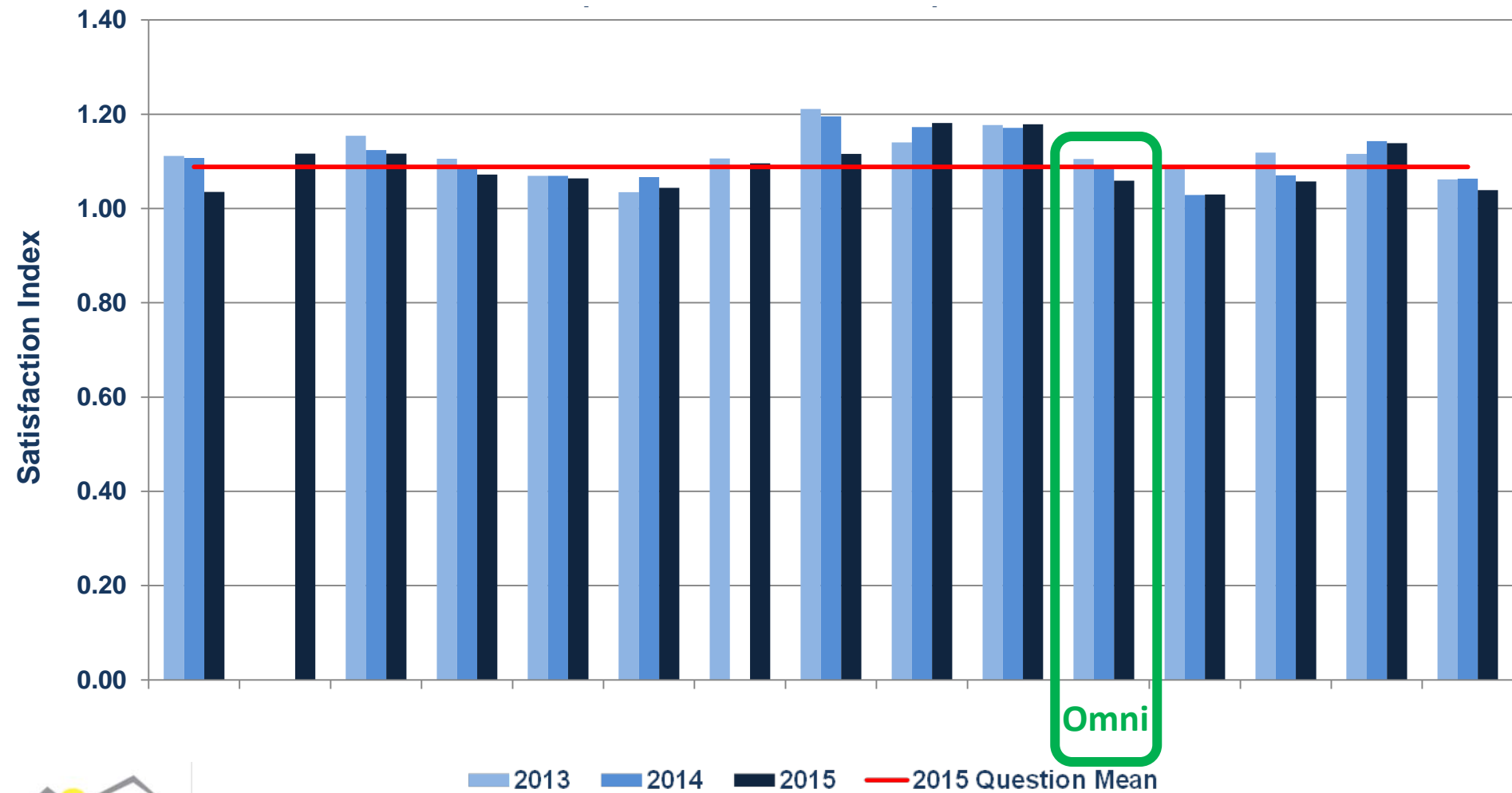
AMERICAN BUS BENCHMARKING GROUP



**OmniTrans**<sup>39</sup>

Connecting Our Community.

# Fare Convenience



AMERICAN BUS BENCHMARKING GROUP

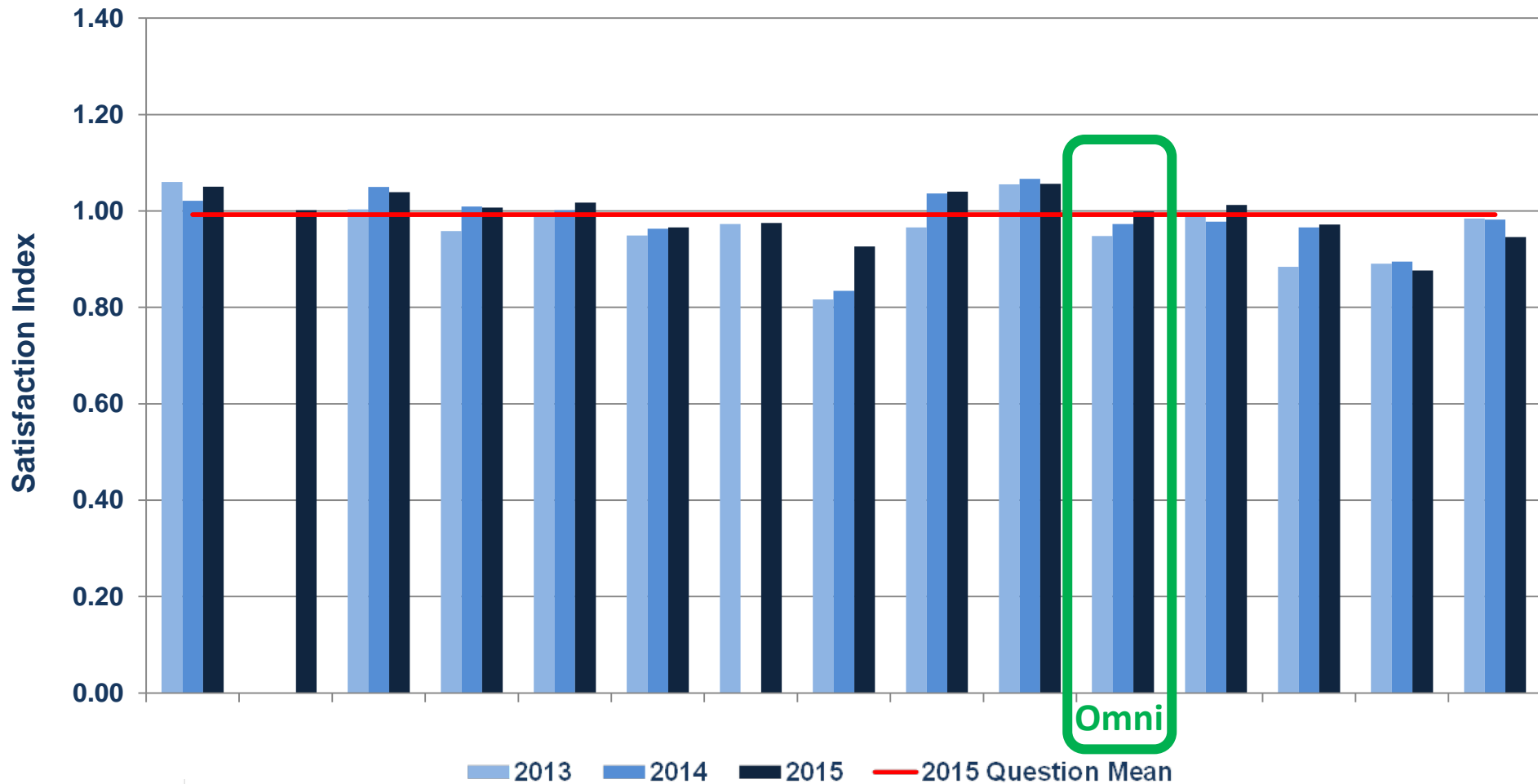


**OmniTrans**<sup>40</sup>

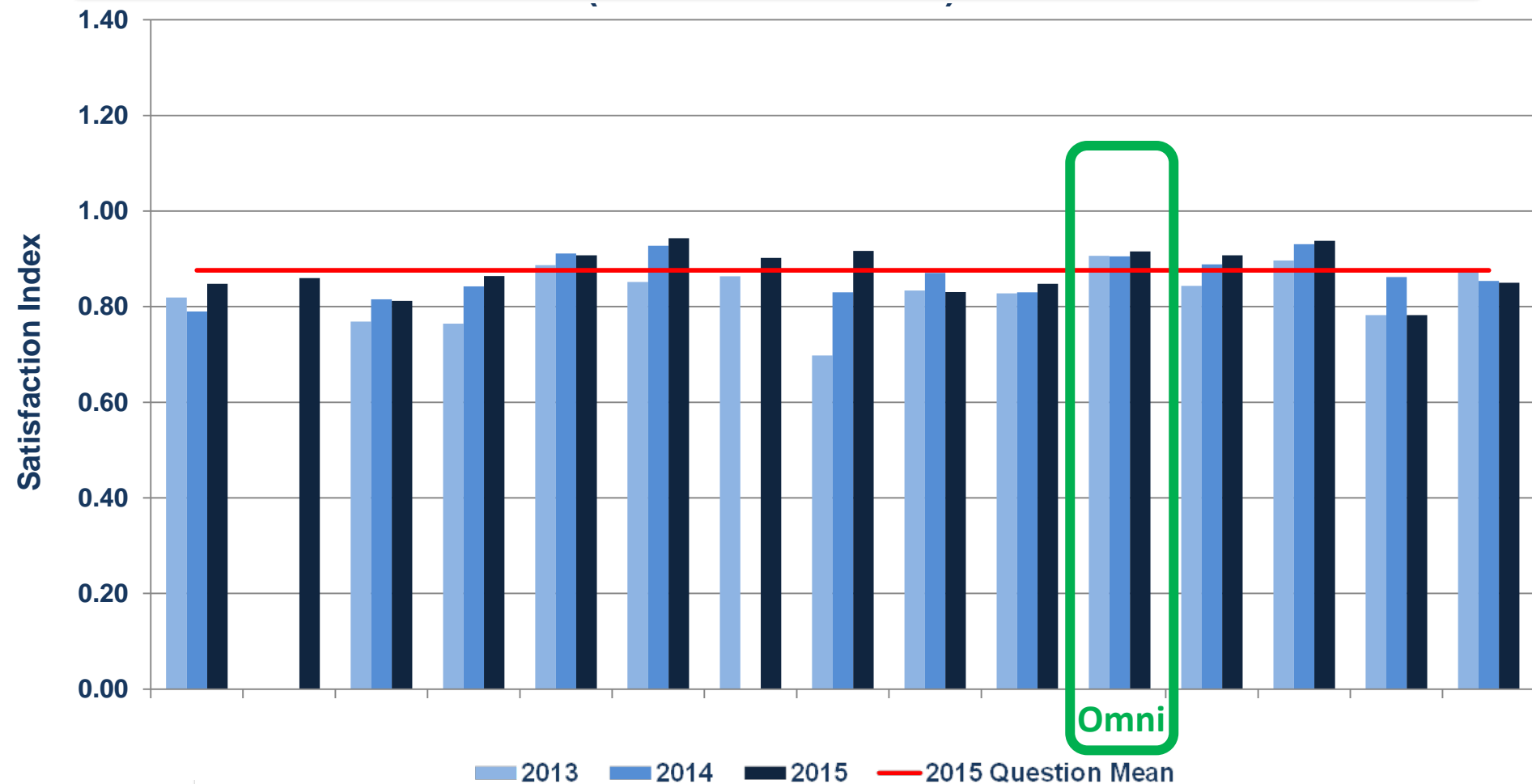
Connecting Our Community.



# Travel Time



# Agency is responsive to Complaints



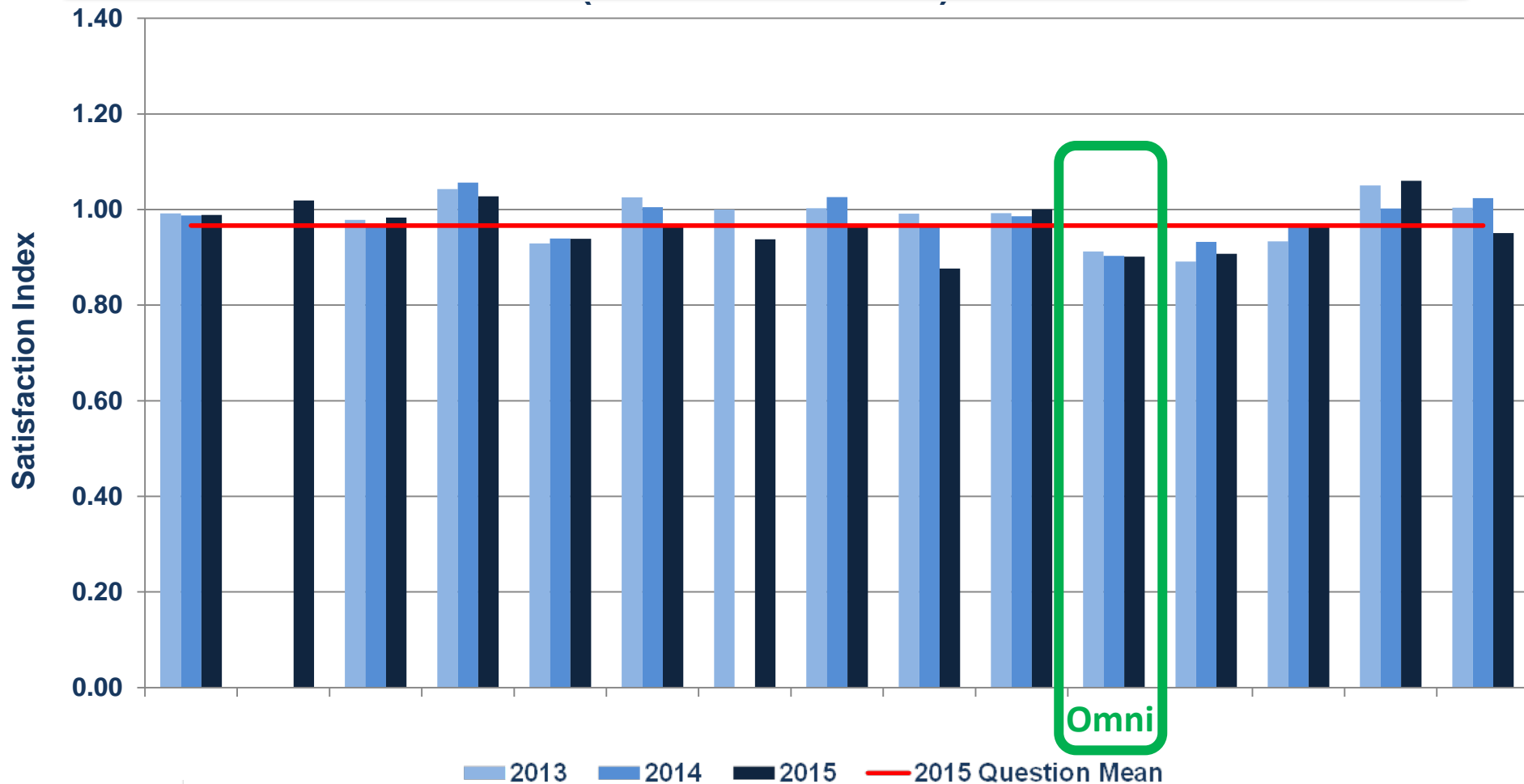
AMERICAN BUS BENCHMARKING GROUP



**OmniTrans**<sup>42</sup>

Connecting Our Community

# Perceived Safety at Bus Stop



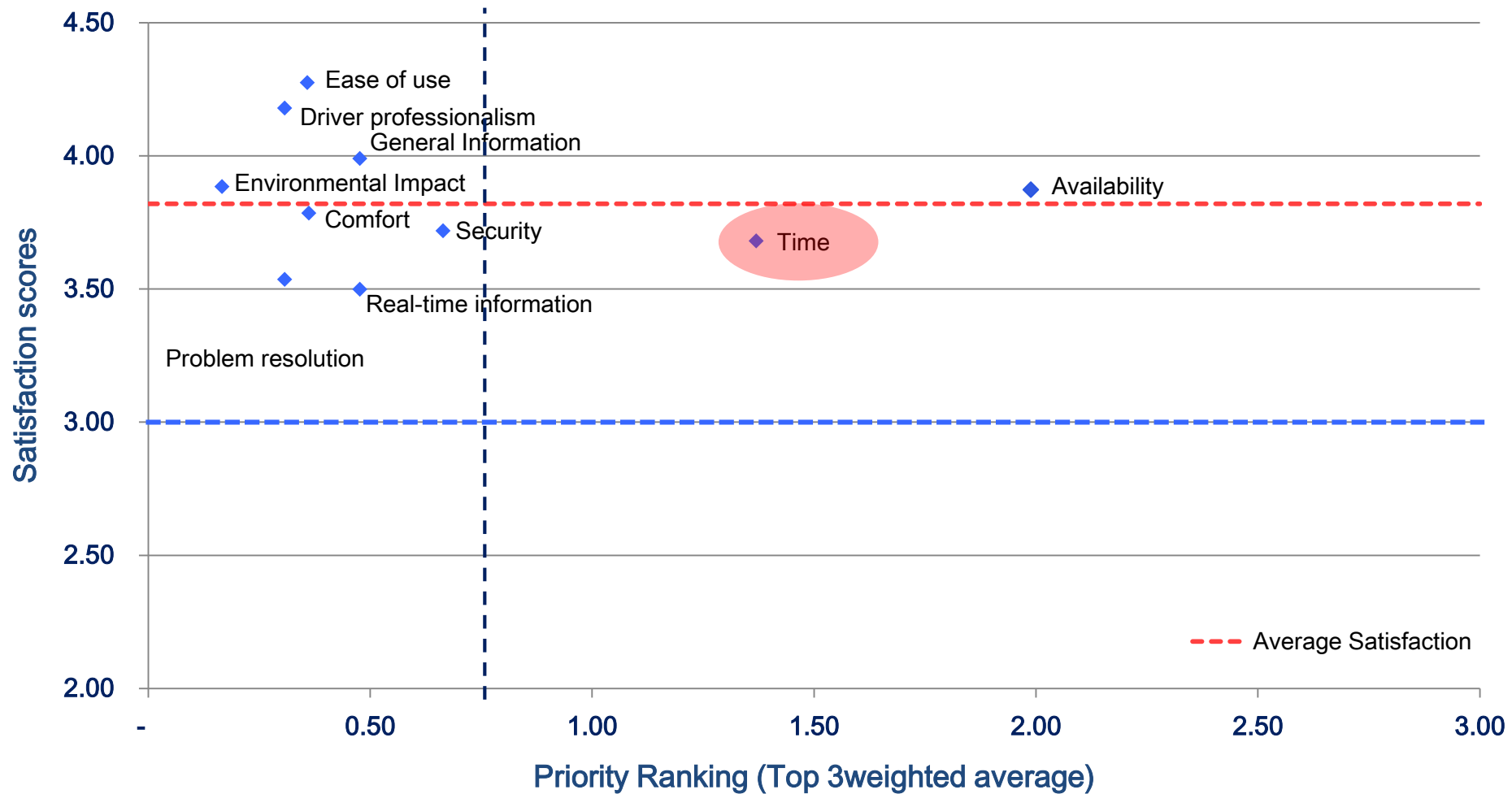
AMERICAN BUS BENCHMARKING GROUP



**OmniTrans**<sup>43</sup>

Connecting Our Community

# Satisfaction/Importance Map





# QUESTIONS



**OmniTrans**

Connecting Our Community.

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ITEM # E5

**DATE:** December 8, 2015

**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:** sbX CUSTOMER SATISFACTION INTERCEPT SURVEY

**FORM MOTION**

Receive and file the attached presentation highlighting the results of a September 2015 Omnitrans Customer Intercept Survey conducted on sbX.

**BACKGROUND**

During September 2015, Omnitrans utilized light duty staff to conduct an on-board intercept survey of sbX riders. The attached presentation summarizes the results of this survey.

The purpose of the survey was to gather customer feedback on a few key issues, determine customer satisfaction levels and to help Omnitrans refine the scope for a larger sbX study required by the FTA for the project that includes an extensive customer survey component.

The survey asked 42 specific questions with one opened ended question. The primary questions captured trips details (day, time, direction, start and end location), fare information (student and school, type of fare used), use of sbX and other Omnitrans services, overall satisfaction with both sbX and Omnitrans overall, schedule information preferences, and a satisfaction and importance ratings of key sbX features. Lastly, the survey gathered feedback on the use of new mobility device securement options to determine the acceptance by riders.

In total, 147 responses were collected which yields a general survey margin of error of  $\pm 7.8\%$  at a 95% confidence level. Approximately one-third of the responses received were prior to the opening of the San Bernardino Transit Center (SBTC) and two-thirds were received following the opening of the SBTC. The results did not show significant variation relative to the SBTC opening.



Key findings include:

- 95% of respondents were satisfied or very satisfied with sbX. This was higher than the 91% of respondents that were satisfied with Omnitrans overall.
- 9.7% of respondents were new to Omnitrans having not ridden other Omnitrans routes before sbX.
- 10.1% of respondents only ride sbX.
- 42% of respondents indicated being a student.
- Respondents indicated that “Travel Time” was the most important characteristic of sbX and the one they were most satisfied with. 92% of individuals indicated that travel time was either important or very important, and 94% indicated that they were either satisfied or very satisfied with travel time.
- Respondents placed a lower importance on Security at Stations, Ticket Vending Machines, Wi-Fi at Stations and Wheel Chair Securements than on any other characteristic.
- For riders using a mobility device, only 7% prefer the older forward facing wheel chair position or four point securement system. The vast majority indicated the change did not matter to them.
- Frequent comments within the survey were to extend hours, publish detailed schedules and that Omnitrans should deliver more sbX routes.

## **CONCLUSION**

Receive and file this staff report and presentation on the sbX customer satisfaction.

PSG:WW:JB





# CUSTOMER INTERCEPT SURVEY RESULTS

Plans & Programs Committee  
December 2015

Survey completed by:  
Victor Cuate,  
Scheduling Analyst

Presented by:  
Jeremiah Bryant  
Service Planning Manager

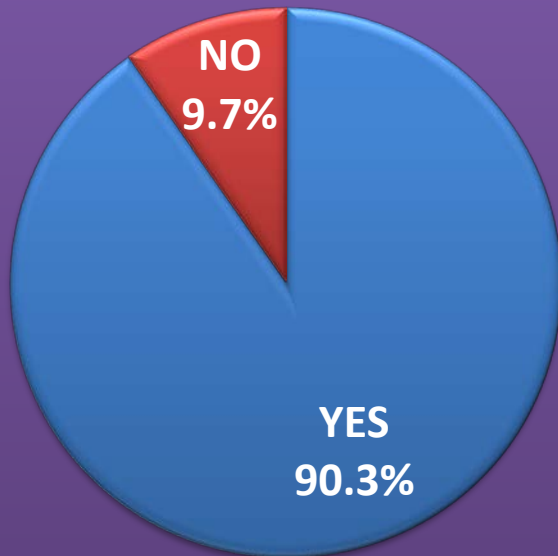


**OmniTrans**

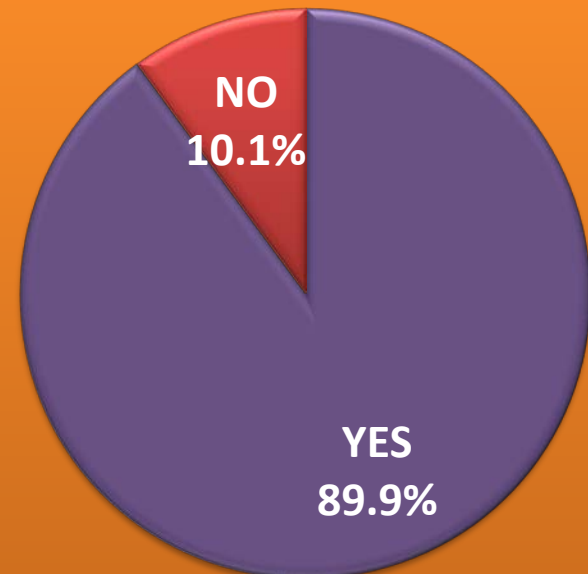
Connecting Our Community.

# Use of Other Omnitrans Services?

Prior to sbX, had you ridden on other Omnitrans routes?

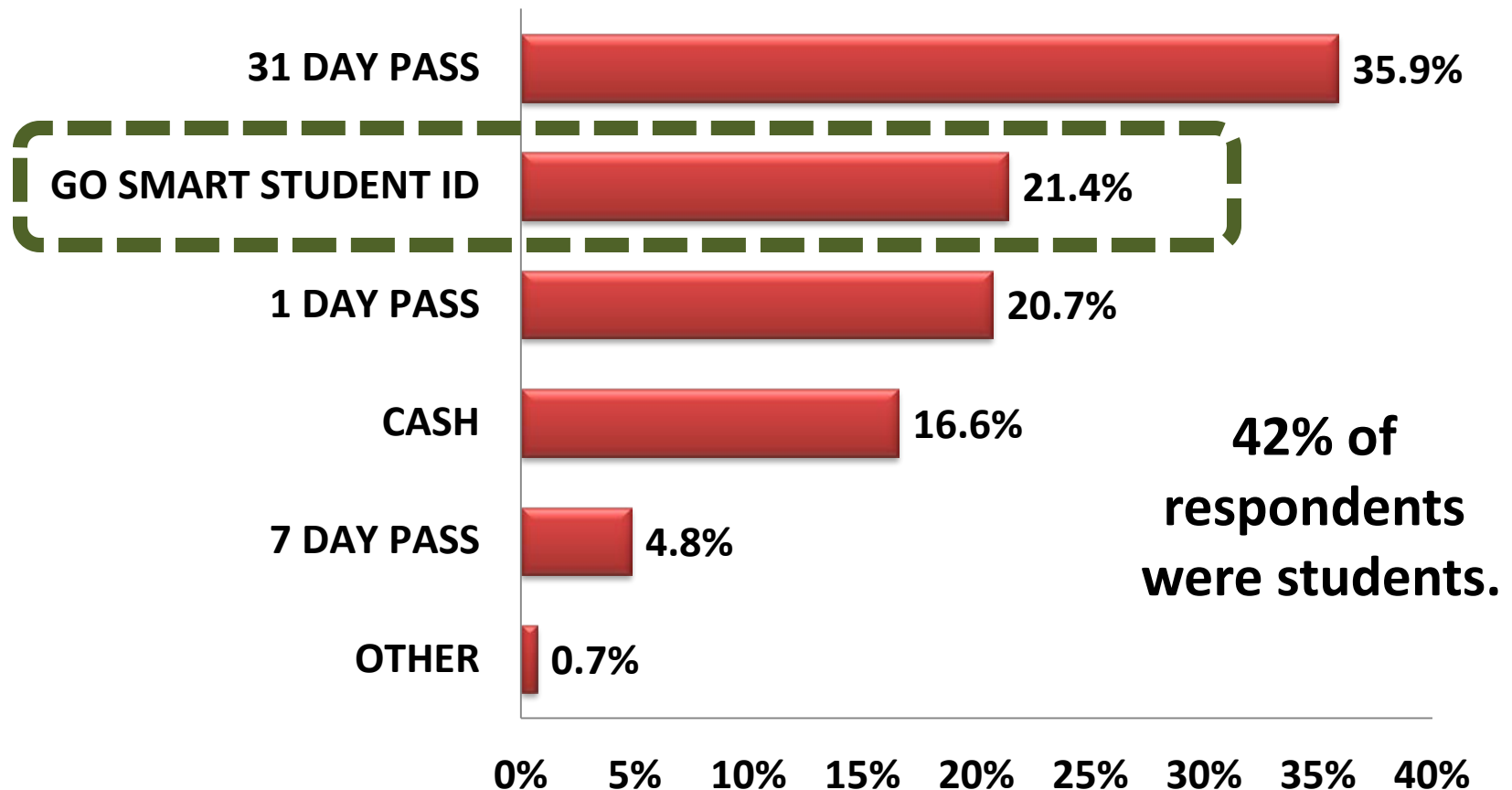


Do you regularly ride other Omnitrans Route?



**Responses indicate that about 10% of sbX riders are new to Omnitrans**

# Fare Type?



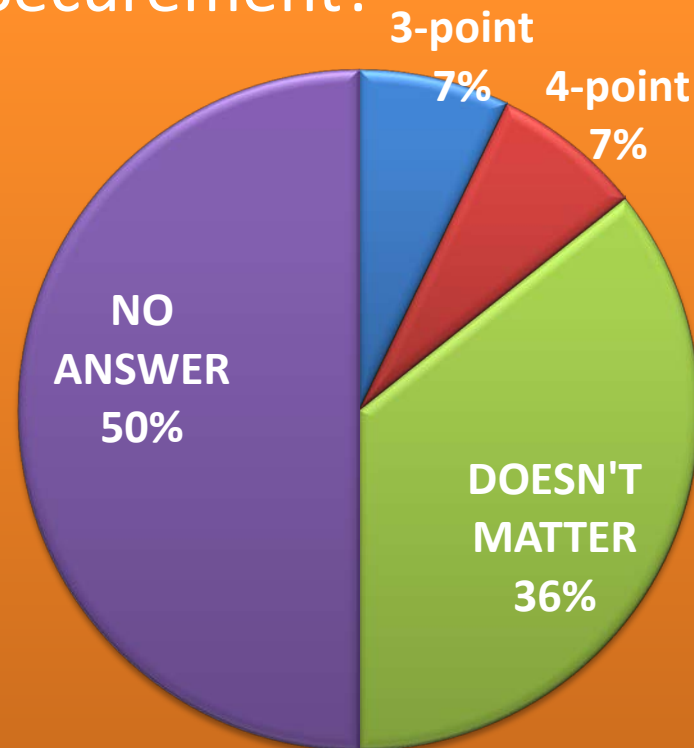
Respondents relied on multi-use passes (82.8%) at a higher rate than Systemwide riders (69.1%) implying higher incidence of repeat use.

# For the 10% who use a mobility device...

## Forward or Rear-facing Wheelchair preference?



## 3- or 4-Point Wheelchair Securement?

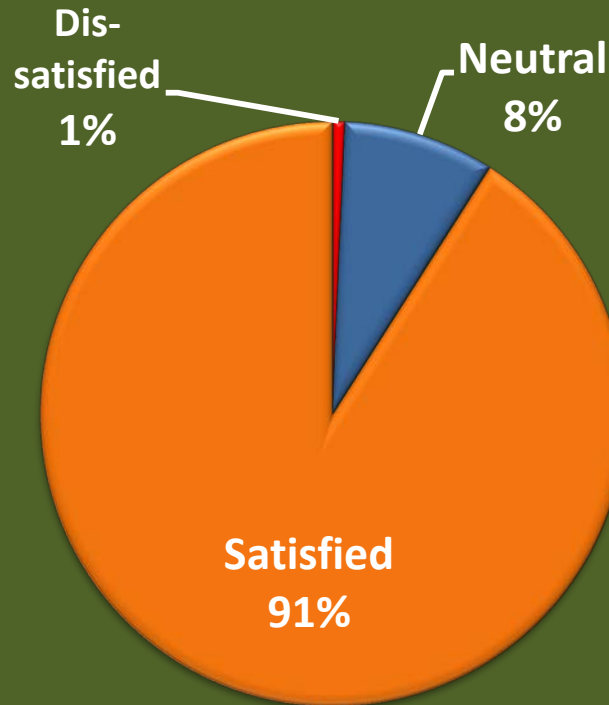


Riders expressed no strong preference regarding wheelchair securement options. This further allows Omnitrans to expand methods that reduce travel time & cost.

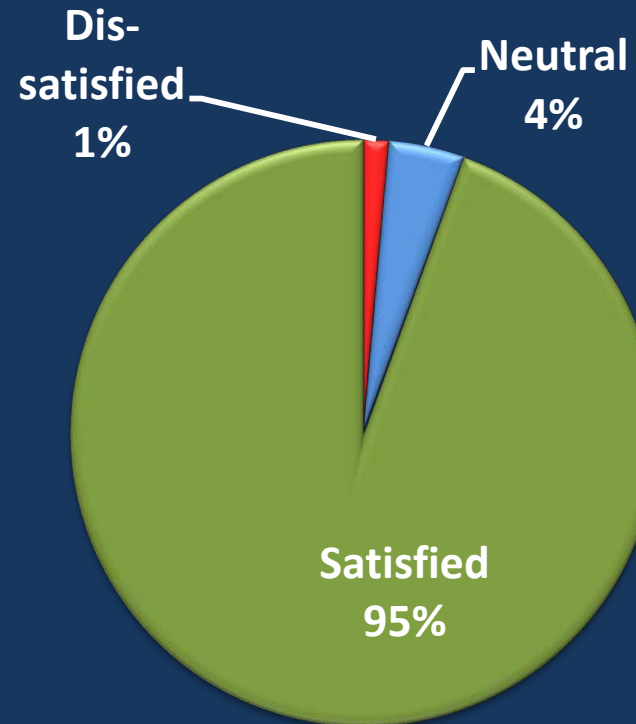


# Satisfied with Service!

How satisfied are you  
with Omnitrans overall?



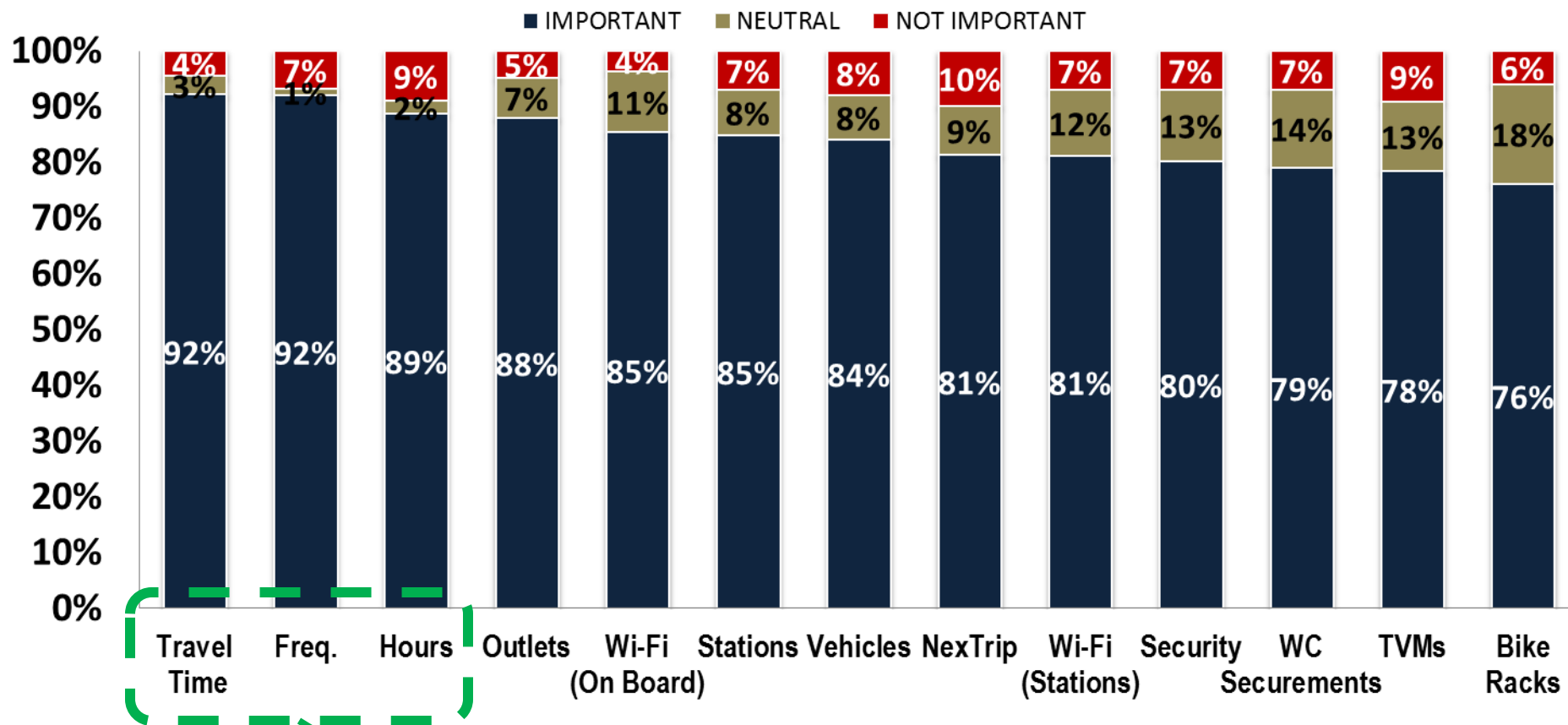
How satisfied are you  
with sbX overall?



Responses indicate high level of satisfaction with Omnitrans and sbX.

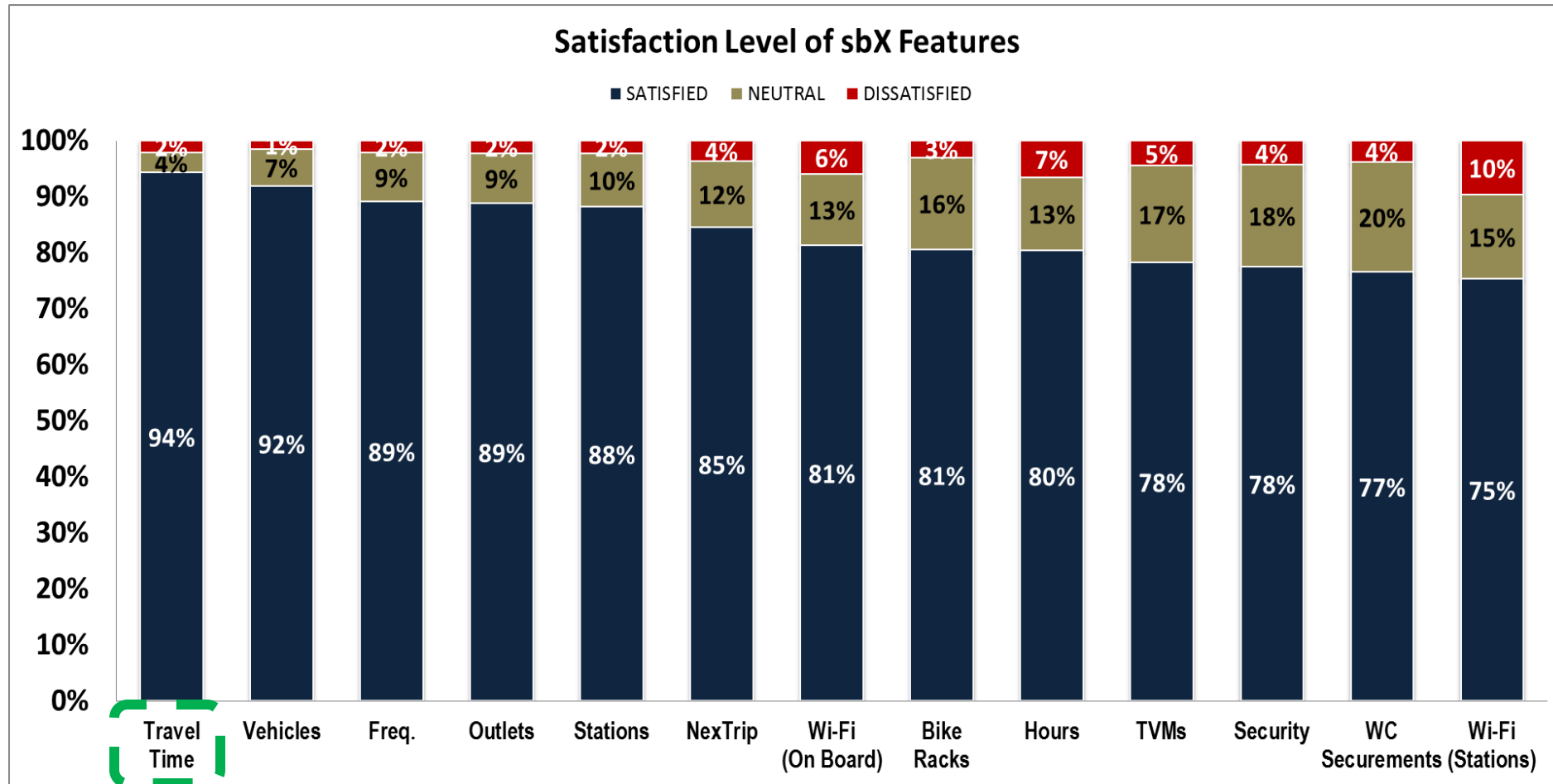
# Importance of sbX Features

## Level of Importance of sbX Features



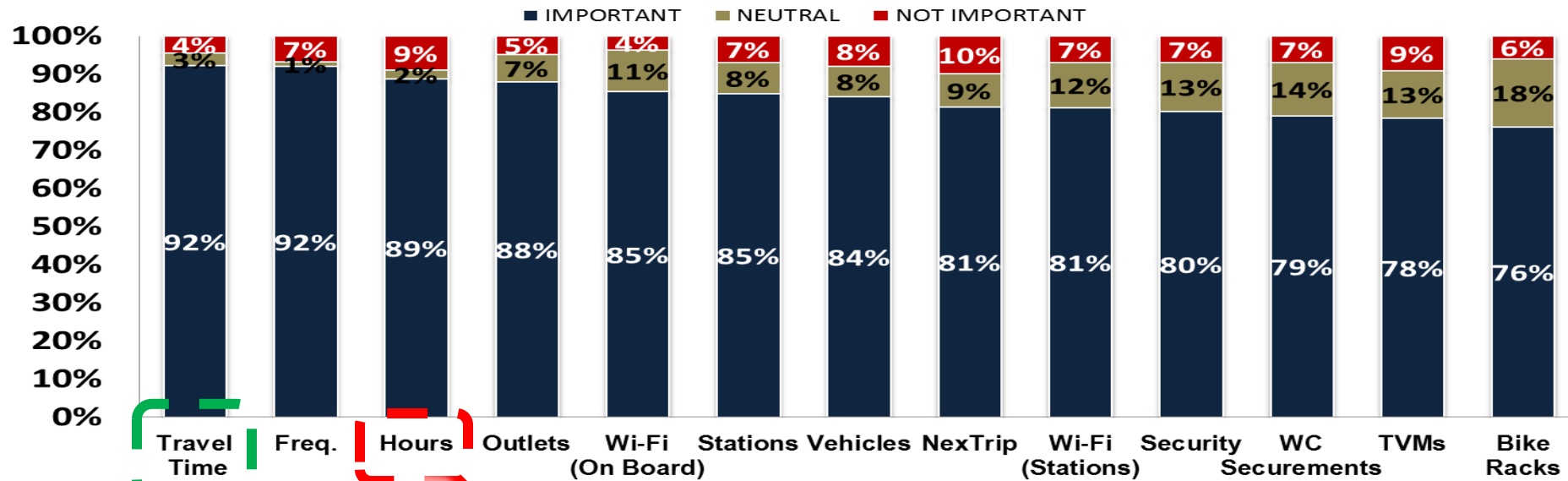
**Service Characteristics are more important than amenities.**

# Satisfaction with sbX Features

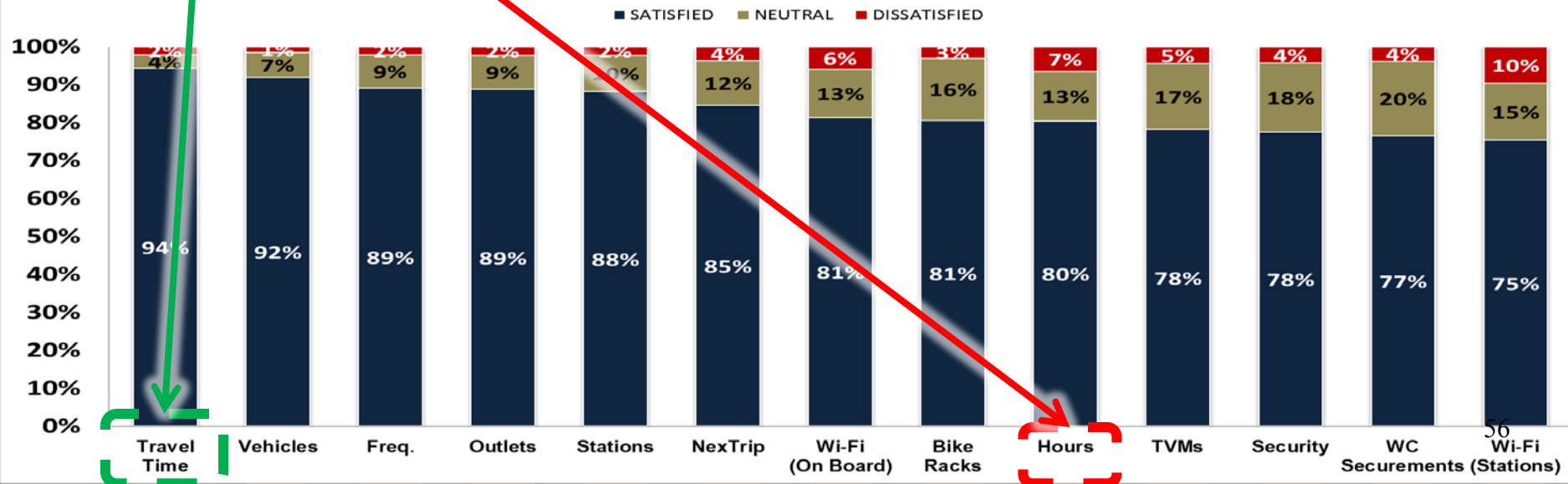


# Importance & Satisfaction I

## Level of Importance of sbX Features



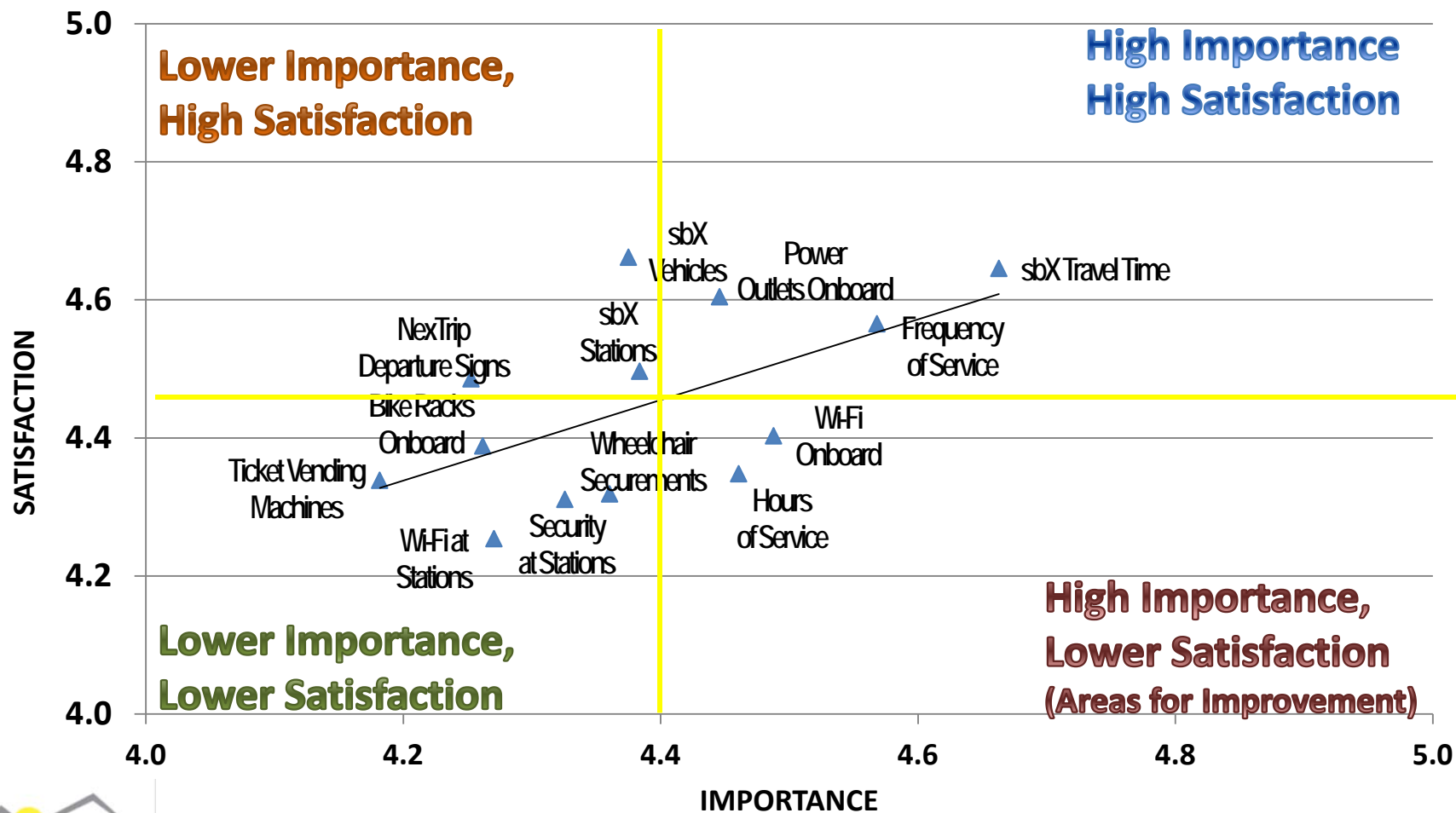
## Satisfaction Level of sbX Features





# Importance & Satisfaction II

SATISFACTION V. IMPORTANCE



# Open Ended Comments

- **47% of respondents commented**
- **Positive reviews of sbX**
- **Suggestions:**
  - Improve the Wi-Fi
  - NexTrip accuracy
  - Publish time schedules at the stations
  - Expand service
    - Earlier and later hours;
    - Weekends
    - Additional sbX routes

# QUESTIONS?





ITEM # E6

**DATE:** December 8, 2015

**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: PROJECT UPDATE -- WEST VALLEY CONNECTOR CORRIDOR**

**FORM MOTION**

Receive and file a Project Update on the Architectural, Engineering and Final Design phase of the West Valley Connector Corridor rapid transit project.

*Parsons Transportation Group, Inc. staff will present a recap of the project, provide an overview of the schedule and explain next steps.*

**BACKGROUND**

The goal of the West Valley Connector Corridor (WVCC) project is to provide faster, more frequent, and more direct bus service to connect major destinations throughout the western part of the San Bernardino Valley, as well as providing enhanced amenities for passengers. This project is part of a system of ten planned bus rapid transit (BRT) corridors identified in Omnitrans' long range *BRT Systemwide Plan* (2010), including the sbX green line in San Bernardino and Loma Linda that began operation in April 2014.

Omnitrans' BRT system will help to alleviate traffic congestion long-term by providing high-quality, faster premium bus service that will attract new riders to Omnitrans' system. The sbX green line ridership has increased by 134% since launch of paid service, now transporting about 3,100 passengers daily, with an estimated ten percent of customers being new to transit. The BRT system is a key component of Omnitrans' *OmniConnects Short Range Transit Plan* (2014), which strives to increase productivity (passengers per hour) by providing more direct and faster routes along major corridors.

On November 4, 2015, the Board awarded Parsons Transportation Group, Inc. (Parsons), of Ontario, CA, a contract for Architectural, Engineering and Final Design Services for the WVCC, beginning November 10, 2015 through February 29, 2020, for \$8,000,000 with optional tasks totaling \$2,024,627 for a total of \$10,024,627. Additionally, the Board authorized a fifteen percent contingency of \$1,503,696.05, and 3.27% Cost Allocation Plan of \$376,976.16, for a

total not-to-exceed amount of \$11,905,299.21. A total funding amount of \$6,357,245 of this contract is contingent upon the sale of Omnitrans property located in Rancho Cucamonga.

The WVCC is a 25-mile-long corridor that includes enhanced stops/stations, real-time arrival signage, surveillance and security systems, and transit signal priority systems. The line will serve five cities: Fontana, Rancho Cucamonga, Ontario, Montclair and Pomona. Connections will be made with neighboring transit agencies including Metrolink, LA Metro and Foothill Transit.

The project has three components.

1. “Rapid” bus service improvements on 25-mile corridor – funding available pending sale of mid-valley land (\$25 million);
2. Dedicated center-running lanes and stations on 3.5 mile segment in City of Ontario – funding to be determined (\$50 million);
3. Purchase of 23 60' Articulated vehicles and related maintenance facility expansion – funding to be determined (\$25 million);

## **NEXT STEPS**

During the Architectural, Engineering and Final Design phase, the following tasks will be accomplished over approximately 18 months.

1. Conceptual design of corridor:
  - a. Further study alternative routing, particularly how best to serve Rancho Cucamonga (alignment options on Haven or Milliken)
  - b. Hold public hearings
  - c. Finalize corridor routing alignment
  - d. Develop conceptual design for 3.5 miles of dedicated lanes in Ontario
2. Complete environmental documentation and clearance (NEPA/CEQA)
3. Develop financing plan
  - a. Assist with applying for grants, particularly FTA Small Starts
4. Complete final design and prepare bid package for construction
5. Update Omnitrans’ long range *BRT Systemwide Plan*

In the next few months, Omnitrans will focus on reengaging with city staff and elected officials to evaluate routing alternatives to achieve consensus on the final alignment and station locations prior to holding public outreach and environmental scoping meetings in spring 2016. Additionally, work will commence on a preliminary financing strategy. The Plans and Programs Committee will be kept up-to-date on progress through Project Updates every few months, taking action as required to keep the WVCC project moving forward.

## **CONCLUSION**

Staff recommends that the Plans and Programs Committee receive and file a Project Update on the Architectural, Engineering and Final Design phase of the West Valley Connector Corridor rapid transit project, presented by Parsons’ Project Manager Gerard Lumabas, PE.

PSG: WW

# West Valley Connector Corridor Project Update



## Plans & Programs Committee Meeting December 8, 2015

# Meeting Agenda

- Project Review
- Scope Overview
- Schedule Overview
- Next steps

# Project Stakeholders

- City of Fontana
- City of Montclair
- City of Ontario
- City of Pomona
- City of Rancho Cucamonga
- Foothill Transit
- Kaiser Permanente
- LA Metro
- LAWA
- Metrolink
- Omnitrans
- Ontario Airport
- Ontario Mills
- SANBAG
- San Bernardino County
- SCAG

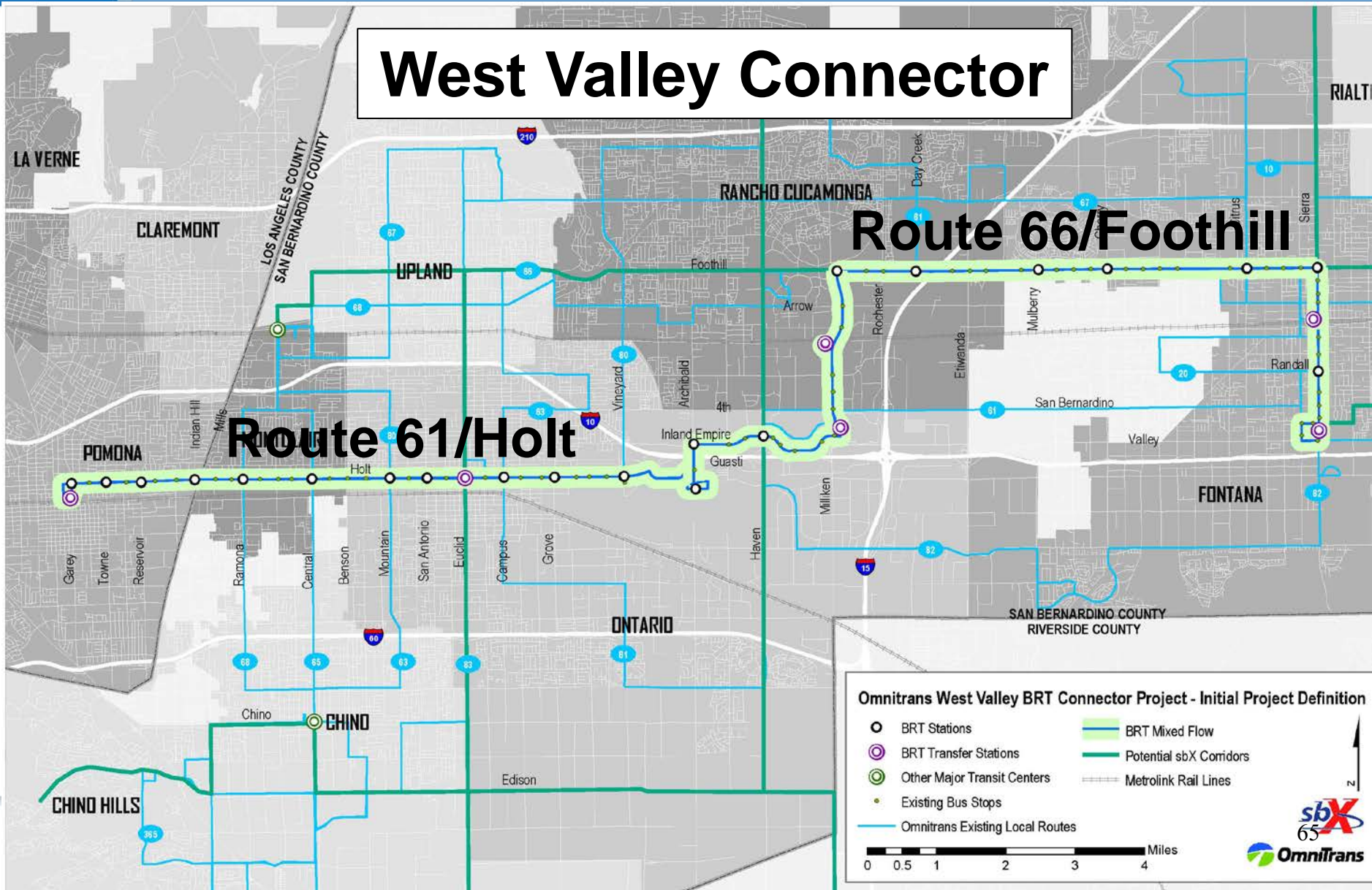


# Combined Alignment

## West Valley Connector

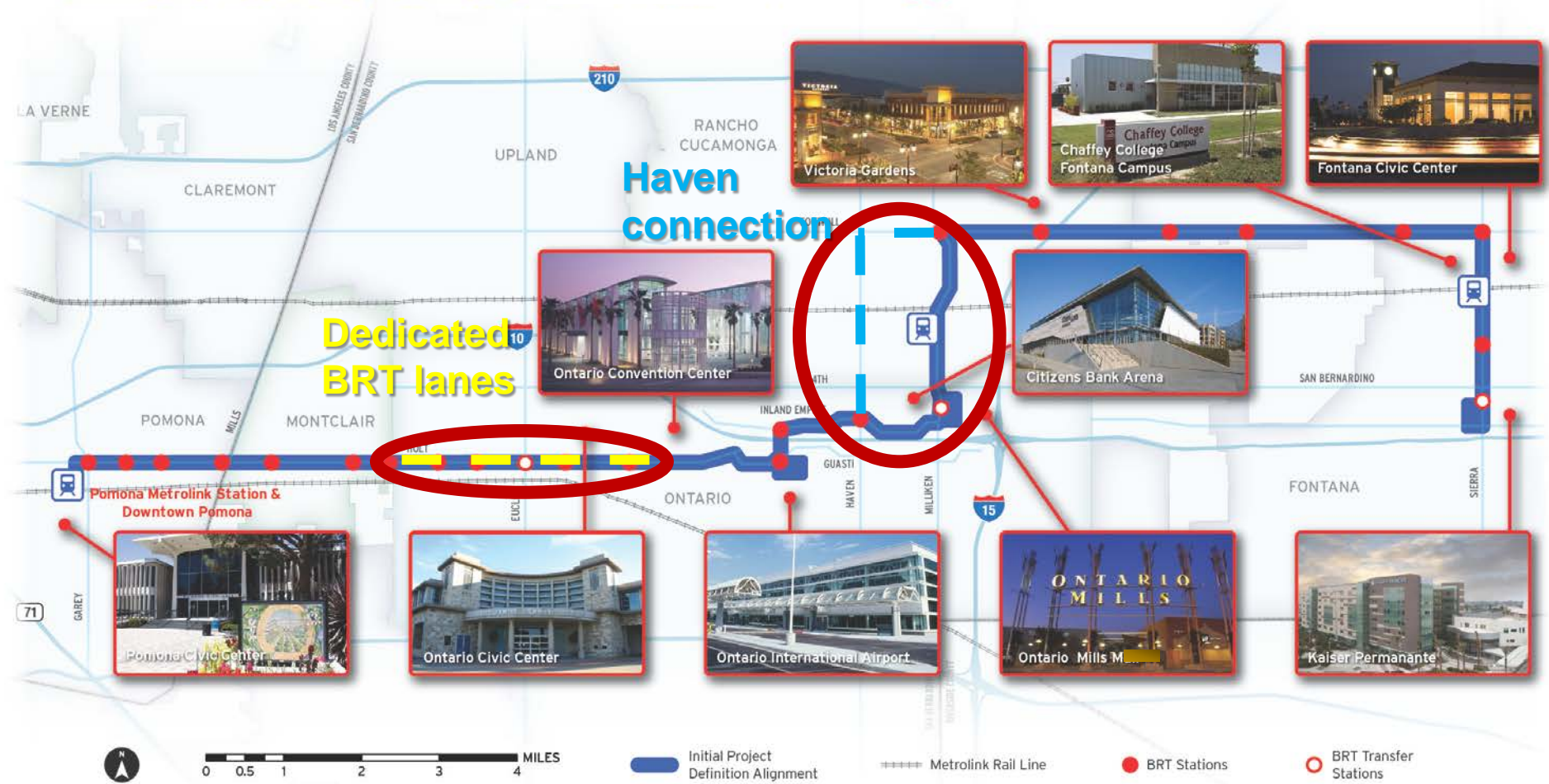
Route 61/Holt

Route 66/Foothill



# West Valley Connector Rapid/BRT

Omnitrans West Valley Connector





# West Valley Connector

Features	BRT	Rapid
Limited stop service	✓	✓
Frequent headways	✓	✓
Transit Signal Priority (TSP)	✓	✓
Distinct sbX image/branding	✓	✓
Enhanced stations and lighting	✓	✓
Level boarding	✓	
Off-board fare collection (pre-paid tickets)	✓	
NextBus arrival information	✓	✓
Security cameras/emergency phone	✓	✓
Dedicated sbX lanes or queue jumpers	✓	
Integrated with local service	✓	✓

Omnitrans BRT



LA Metro Rapid



# Recommended Path Forward

Based on the PDT evaluation and public input:

- Rapid Segment(\$25 million)
  - Stations and transit signal priority on 21 miles of the corridor
  - Side running mixed flow
- BRT Segment (\$50 million)
  - 3.5 miles of dedicated, center-running BRT lanes and streetscape improvements
  - Additional right-of-way and road widening, site work/utilities
  - 6 center stations
- New vehicles (\$25 million)
  - 60' articulated vehicles
  - Maintenance facility / storage space needed for vehicles

# Current Scope Review

- Confirm Locally Preferred Alignment (LPA)
- Planning/Environmental Clearance
- Financial Plan
- Preliminary Engineering
- Final Design
- Bid Support
- Construction Support

# Overall Schedule

Project Schedule	2016		2017		2018		2019		2020	
PDT meetings										
Public meetings										
Complete preliminary engineering/environmental document										
Complete final design										
Complete construction, acquire buses										
Begin new Rapid/BRT service										

# Next Steps

- Input from Cities on alignment and stations
- Evaluate/Confirm Preferred Alternative
- Begin Environmental Clearance

**Questions?**

**Thank you!!**



ITEM # E7

**DATE:** December 8, 2015

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

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

**SUBJECT: SCHEDULE NEXT COMMITTEE MEETING**

**FORM MOTION**

Schedule the next Plans and Programs Committee meeting for Tuesday, March 8, 2016, at 1:00 p.m.

**BACKGROUND**

To keep Committee Members up-to-date of the progress on the West Valley Connector Corridor, Omnitrans would like to set the next Plans and Programs Committee for Tuesday, March 8, 2016, at 1:00 p.m.

**CONCLUSION**

Scheduling the next Plans and Programs Committee meeting three months from now hopefully provides enough advance notice to Committee Members to avoid potential schedule conflicts.

PSG