



PLANS AND PROGRAMS COMMITTEE

WEDNESDAY, JULY 24, 2019, 9:00 A.M.

OMNITRANS METRO FACILITY

1700 WEST 5TH STREET

SAN BERNARDINO, CA 92411

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

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

**CITY OF CHINO HILLS, GOVERNMENT CENTER, – 2ND FLOOR
14000 CITY CENTER DRIVE, CHINO HILLS, CA 91709**

DOUBLE TREE BY HILTON HOTEL, 600 N. EL PASO STREET, EL PASO, TX 79901

THESE LOCATIONS ARE ACCESSIBLE TO THE PUBLIC AND MEMBERS OF THE PUBLIC MAY ADDRESS THE COMMITTEE FROM THIS TELECONFERENCE LOCATION

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: Wednesday, October 23, 2019

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 – April 24, 2019 2
2. Receive and Forward to the Board of Directors Development Projects Update – *Anna Jaiswal* 5
3. Recommend the Board of Directors approve the CEO/General Manager to Execute a New Revenue Agreement with California State University San Bernardino (CSUSB), Go Smart Program – *Wendy Williams* 15

F. REMARKS AND ANNOUNCEMENTS

G. ADJOURNMENT

ITEM # E1

**PLANS AND PROGRAMS COMMITTEE
MINUTES
APRIL 24, 2019**

A. CALL TO ORDER

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 9:02 a.m., April 24, 2019.

Committee Members Present

Council Member Penny Lilburn, City of Highland – Committee Chair
Mayor Pro Tem David Avila, City of Yucaipa
Council Member Ron Dailey, City of Loma Linda
Mayor Cynthia Moran, City of Chino Hills – Via Teleconference

Committee Members Not Present

Council Member Sam Spagnolo, City of Rancho Cucamonga
Supervisor Janice Rutherford, County of San Bernardino
Council Member Alan Wapner, City of Ontario
Mayor Deborah Robertson, City of Rialto

OmniTrans Administrative Staff Present

Erin Rogers, Deputy General Manager
Shawn Brophy, Director of Operations
Jeremiah Bryant, Director of Strategic Development
Jacob Harms, Director of Information Technology
Suzanne Pfeiffer, Director Human Resources
Connie Raya, Director of Maintenance
Wendy Williams, Director of Marketing
Adrienne Fernandez, Executive Staff Assistant
Anna Jaiswal, Development Planning Manager
Maurice Mansion, Treasury Manager
Harry Morck, Network Administrator
Nicole Ramos, Marketing Manager
Doua Yang, Systems Engineer

B. ANNOUNCEMENTS/PRESENTATIONS

There were no announcements or presentations.

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.

E. DISCUSSION ITEMS

1. Approve Plans & Programs Committee Minutes – January 23, 2019

M/S (Dailey/Avila) that approved the Committee Minutes of January 23, 2019. Roll call vote was taken and the motion was passed unanimously by Members present.

2. Receive and Forward to the Board of Directors Development Project Updates

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

Member Dailey requested that staff keep the Board apprised of any updates or projects within their respective jurisdictions. Ms. Jaiswal noted the request.

The Committee received and forwarded this item to the Board.

3. Recommend the Board of Directors Adopt Omnitrans Fiscal Year 2019-2020 Service Plan

Director of Strategic Development, Jeremiah Bryant, provided a brief background on this item and reviewed the proposed changes related to service and fares.

Member Moran asked about the Agency's student fare programs. Mr. Bryant provided information regarding the youth fare and GoSmart Program.

Member Dailey had some questions regarding the elimination of 7-day passes onboard the buses. He also asked how the information would be communicated to the customers. Mr. Bryant explained that the number of 7-day passes purchased onboard buses is less than 1% and explained that the information would be disseminated onboard the buses, via the website, newsletters, social media and at the various pass outlet locations. .

Member Dailey left the room at 9:45 a.m. and returned at 9:47 a.m.

Member Lilburn asked about the weekend fare payment system on the sbX. She also inquired about the elimination of Route 208 going to Yucaipa. Lastly, she recommended that various vehicle types be looked at and suggested perhaps utilizing hybrids for certain routes. Mr. Bryant responded that the weekend fare enforcement on the sbX was not optimal and explained that there would still be 4 routes going to the Yucaipa Transit Center.

Deputy General Manager, Erin Rogers added that staff is conducting an analysis regarding utilizing different vehicle types on the weekends.

M/S (Avila/Dailey) that recommended the Board of Directors adopt the Omnitrans Fiscal Year 2019-2020 Annual Service Plan. Roll call vote was taken and the motion was passed unanimously by Members present.

4. Recommend the Board of Directors Adopt Omnitrans Fiscal Year 2019-2020 Marketing Plan

Marketing and Planning Director, Wendy Williams, provided a brief background on this item and reviewed the 8 key initiatives included in the FY19-20 Marketing Plan.

The Members engaged in a discussion regarding the plan and shared ideas for marketing strategies such as increased collaboration with the cities, social media kits, strategized demographics, Agency participation at city and county events.

Member Moran requested a copy of the marketing contract and a copy of the Customer Service Department organization chart.¹

Member Dailey asked that staff ensure implementation of marketing strategies and monitor the success rate.

M/S (Dailey/Avila) that recommended the Board of Directors adopted the Omnitrans Fiscal Year 2019-2020 Annual Marketing Plan. Roll call vote was taken and the motion was passed unanimously by Members present.

F. REMARKS AND ANNOUNCEMENTS

There were no announcements.

G. ADJOURNMENT

The Plans & Programs Committee meeting adjourned at 10:24 a.m. The next Committee Meeting is scheduled Wednesday, July 24, 2019, at 9:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Sr. Executive Asst. to the CEO
Clerk of the Board

¹ Director of Marketing, Wendy William informed Member Moran that the contract was posted online as an attachment to the agenda and the Customer Service organization chart was included in the Marketing Plan.

ITEM # E2

DATE: July 24, 2019

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jeremiah Bryant, Director of Strategic Development

SUBJECT: DEVELOPMENT PROJECTS UPDATE

FORM MOTION

Receive and forward to the Board of Directors an update on development projects.

BACKGROUND

The following projects are underway to make improvements for Omnitrans customers.

Adopt-a-Stop Pilot Program

Omnitrans has been piloting the Adopt-a-Stop Program since February 2019. Seventeen (17) organizations have signed up for volunteer litter pickup, of which nine (9) organizations have started. Trash Buster organizations include private businesses, a faith-based organization, non-profit organizations, and academic institutions, and are located in the cities of Fontana, Loma Linda, Ontario, Rialto, and San Bernardino. One private business in San Bernardino also sponsored a bench and trash can, which have been installed at the bus stop by Omnitrans.

A community bus stop cleanup day was also held on May 18, 2019, through a partnership between Omnitrans and "We are the Change San Bernardino Volunteers". Approximately 25 volunteers cleaned up the four bus stops at Baseline and Waterman in San Bernardino. The community bus stop cleanup days are planned to be continued quarterly.

Transit Stop Access Improvement Program

At the July 10, 2019 meeting of the SBCTA Board of Directors, SBCTA awarded \$193,126 of 2019 TDA Article 3 Transit Stop Access Improvement Program funds to Omnitrans. These funds will provide 80% of project costs, to be matched by 20% Omnitrans funds, and will go toward the purchase of 27 benches and 14 shelters in the cities of Colton, Fontana, Montclair, Ontario, Redlands, Rialto, and San Bernardino and unincorporated areas of the County of San Bernardino.

Omnitrans also supported the applications of the cities of Highland, Loma Linda, Rancho Cucamonga, Rialto, and San Bernardino for funding for concrete accessibility improvements at bus stops.

Premium Shelters

In keeping with the premium shelter prioritization plan approved by the Board of Directors in November 2018, Omnitrans installed a premium shelter on the Crafton Hills College campus on June 20, 2019 and one on Foothill Boulevard at the southeast corner of Riverside Avenue in the City of Rialto on July 10, 2019. The City of Grand Terrace also secured match funding for a premium shelter, which is expected to be installed on Barton at Town Square by October 2019.

West Valley Connector Bus Rapid Transit Project

In cooperation with Omnitrans and FTA, SBCTA is publicly circulating the Draft Environmental Impact Report/Environmental Assessment for the West Valley Connector project. The public comment period is June 24 through August 8, 2019, and public hearings are scheduled for the following dates and times:

Wednesday, July 17, 2019
6:00 - 8:00 PM
City of Fontana
City Hall - Flex Conference Room
8353 Sierra Ave
Fontana, CA 92335

Wednesday, July 31, 2019
6:00 - 8:00 PM
City of Pomona
City Council Chambers
505 Garey Avenue
Pomona, CA 91766

Thursday, July 18, 2019
6:00 - 8:00 PM
City of Ontario
Senior Center MPR
225 East B Street
Ontario, CA 91764

Thursday, August 1, 2019
6:00 - 8:00 PM
City of Rancho Cucamonga
Central Park - Etiwanda Room
11200 Base Line Road
Rancho Cucamonga, CA 91730

Grants

Omnitrans applied for two grants from the Federal Transit Administration in May and June 2019. The award of the grants is expected to be announced in Fall 2019; typically about 10-18% of the funds requested are awarded. Omnitrans applied for \$2,158,277 in the Low or No Emission Bus Program, which would fund 50% of the cost of four electric buses and four chargers. Two of the electric buses would operate in East Valley and two in West Valley.

Omnitrans also applied for \$3,900,100 in the Buses and Bus Facilities Program, which would fund 40% of the cost of the rehabilitation of the “I” Street Paratransit Maintenance Facility. The project would include: paving and expansion of bus parking; construction of a bus wash building; methane detection system and upgrades to maintenance bays; upgrades to restrooms, doors, windows, and heating, ventilation, and air conditioning in the office building; renovation of classroom space

including a new paratransit eligibility screening center; and rooftop solar panels. Omnitrans has matching funds committed for both projects from local and State funding sources.

CONCLUSION

Staff recommends that the Board of Directors receive and file an update on development projects.

PSG:JB:AMJ

Attachment A: Power Point Presentation



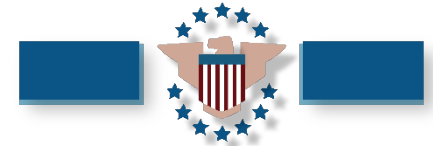
DEVELOPMENT PROJECTS UPDATE

**Plans & Programs Committee Meeting
July 24, 2019**

Adopt-a-Stop Program



Golden State Municipal
Specialized Process Service



LOMA LINDA
UNIVERSITY
HEALTH

Institute for Health
Policy and Leadership



RIALTO HOST LIONS CLUB



Transit Stop Access Improvement Program

2019 TDA Article-3 funds for shelters, benches, and trash receptacles

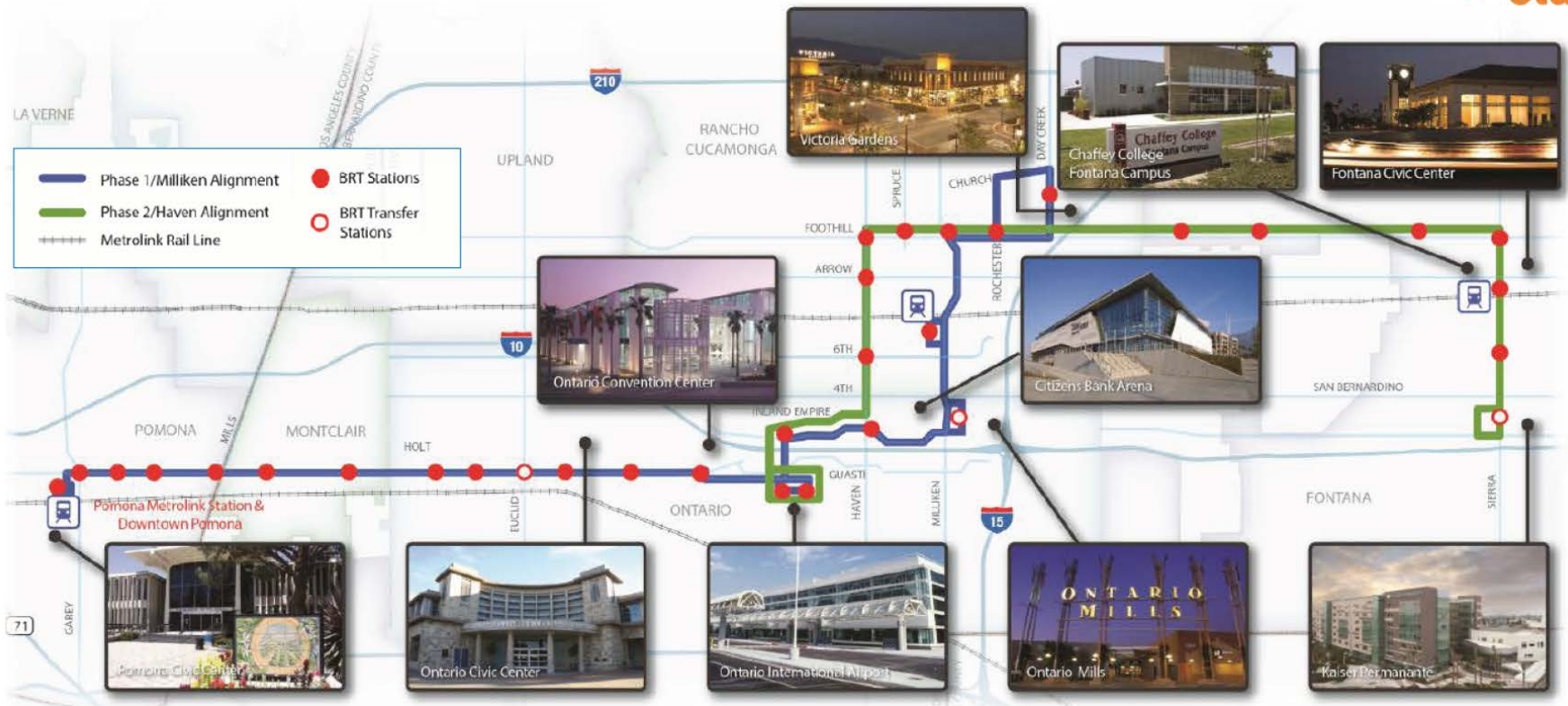


Premium Shelter Program



West Valley Connector Project

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



Grants

Lo-No –
Electric Vehicles and
Chargers



Bus and Bus Facilities –
“I” Street Facility
Rehabilitation



THANK YOU

ITEM # E3

DATE: July 24, 2019

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: **CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
GO SMART PROGRAM AGREEMENT**

FORM MOTION

Recommend the Board of Directors authorize the CEO/General Manager to execute a new revenue agreement with California State University, San Bernardino (CSUSB). (Attachment A)

Omnitrans legal counsel has reviewed and approved this revenue agreement as to form.

BACKGROUND AND SUMMARY

The Go Smart program is a discounted fare program in which Omnitrans negotiates pricing with partner organizations. These programs provide unlimited rides to students, or other specified members of a partner organization, when they present a valid ID for fare payment. The partner organization is responsible for creating and distributing IDs and providing Omnitrans with regular uploads of eligible ID card holders to ensure that only currently active employees/students/clients may participate. The ID cards must be compatible with Omnitrans fare collection equipment and include a photo. Go Smart partner IDs may be used on any Omnitrans route on any day or time, not just for trips to or from the partner destination. Such programs are proven to increase transit use among participants. Funding comes from student fees and/or administrative sources.

Since 2013-14, Omnitrans has maintained a “Go Smart” revenue agreement with CSUSB. The CSUSB agreement has allowed enrolled students, faculty and staff with valid ID cards unlimited rides on Omnitrans general public services and a 20 percent discount on the purchase of Access one-way fare tickets. Since 2013, over 668,000 Omnitrans boardings have been attributed to CSUSB students, faculty or staff. The current agreement expires on August 31, 2019.

In contrast to our Go Smart agreements with three community colleges, Chaffey College, San Bernardino Valley College and Crafton Hills College, the CSUSB program is not funded by student fees. Therefore, no student referendum is required. Funding is allocated through the CSUSB Parking and Transportation Services Department.

FISCAL IMPACT

In anticipation of the Omnitrans fare increase which takes effect in September 2019, a rate increase for the CSUSB Go Smart program was proposed. The current rate is \$175,000 per year while the proposed rate is \$190,000 per year for three years. Terms and conditions for the new three-year agreement are acceptable to CSUSB. During the life span of the agreement, \$570,000 in fare revenue will be generated for Omnitrans.

Strategic Initiative Supported: Financial Stability and Funding Growth, Implement Fare Increase.

CONCLUSION

Staff recommends that the Board of Directors authorize the CEO/General Manager to execute a new revenue agreement with California State University, San Bernardino (CSUSB).

PSG: WW

Attachment A: Omnitrans Agreement with California State University San Bernardino “Go Smart” Discount Pass Program



Omnitrans Agreement with California State University San Bernardino “Go Smart” Discount Pass Program

This Agreement is entered into between Omnitrans and **California State University San Bernardino (CSUSB)**. Omnitrans and **CSUSB** agree that it will be to the mutual benefit of the parties for Omnitrans to provide **CSUSB** students, faculty and staff with unlimited “fare-free” rides on all Omnitrans fixed route services between September 1, 2019 and August 31, 2022 (“Program Term”). The purpose of this Agreement is to provide transit access to all eligible **CSUSB** students, faculty and staff with current valid photo identification cards, subject to the following terms and conditions as part of the Go Smart Program (“Program”):

1. Go Smart Program

CSUSB shall pay Omnitrans the amount of \$190,000 per year to allow enrolled students, faculty and staff to have unlimited rides during the program term. Omnitrans will invoice **CSUSB** for the annual amount at the beginning of each academic quarter during the programs term as follows: \$63,333.34 each September, \$63,333.33 each January, and \$63,333.33 each April. Payment by **CSUSB** is net 30 days.

- A. Omnitrans shall allow each **CSUSB** student, faculty or staff presenting a current, valid **CSUSB** photo identification card to ride on all Omnitrans fixed route bus and rail services, operating under Omnitrans published timetables.
- B. Omnitrans shall allow any eligible **CSUSB** student, faculty or staff who is also pre-qualified to use Omnitrans’ Access para-transit service to purchase Access one-way tickets at a twenty (20) percent discount. Access program information, including ride scheduling details, will be provided to the pre-qualified student in coordination with **CSUSB**. A pre-qualified student may contact Omnitrans for an Access ticket order form.

2. Identification

CSUSB is responsible for producing and providing student, faculty and staff with valid **CSUSB** photo identification cards (“**CSUSB** Cards”) that can be accepted by Omnitrans fare boxes and recognized by Omnitrans coach operators, sample shown in **Exhibit A**. Cards shall include magnetic stripes which contain school and student, faculty and staff data necessary for validation and data collection. **CSUSB** shall be the sole judge of which students, faculty and staff shall be eligible to receive the ID cards. ID cards shall allow fare-free boarding during the Program Term. Such ID cards must be presented when boarding Omnitrans vehicles to receive transportation service for no fare (no charge). Failure to present a valid ID card will impact right to fare-free boarding.

CSUSB shall supply Omnitrans with sample identification cards encoded with test student, faculty and staff data at least 30 days in advance of launching the Program. Omnitrans must approve identification card encoding and graphic design and any subsequent changes to encoding or graphic design prior to implementation.

CSUSB shall electronically transmit to Omnitrans an updated list of eligible identification card numbers at regular intervals, but no less than every thirty (30) days, so that Omnitrans may validate usage and mitigate potential fraud.



3. Implementation

OmniTrans and **CSUSB** shall work together to promote the program to students, faculty and staff utilizing a wide range of communication methods including but not limited to **CSUSB** and OmniTrans publications, websites, emails, on-campus posters/ flyers and participation in campus events. All Program advertising must be approved by OmniTrans.

OmniTrans shall provide **CSUSB** with monthly ridership reports to evaluate the program.

4. Invoice and Payment Contacts

Contacts for invoices, payments and any correspondence initiated pursuant to this Agreement shall be sent to:

Wendy Williams
Director of Marketing
OmniTrans
1700 W. Fifth St.
San Bernardino, CA 92411
909-379-7151
wendy.williams@omnitrans.org

Kathleen Marron
Administrative Analyst/Specialist
CSUSB Transportation Services
5500 University Parkway
San Bernardino, CA 92407-2347
909-537-3478
kmarron@csusb.edu

5. Agreement

This Agreement and any attachments constitutes the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties related to the subject matter hereof. This Agreement may not be amended or modified except by means of a written amendment executed by all parties and expressly stating that it is an amendment or modification to the Agreement. Nothing in this Agreement shall be construed to give third-party beneficiary rights to any entity or person not a party to this agreement. This Agreement is to be interpreted under the terms of California law. Disputes that the parties cannot resolve directly will be resolved in a court of competent jurisdiction in consideration of where the Agreement is being performed.

6. Term and Termination

The term of this Agreement shall be September 1, 2019 to August 31, 2022 unless terminated earlier as set forth below:

- A. Either party may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice of termination prior to the end of any quarter. In the event of such termination, **CSUSB** is not responsible for payment of the Fee for the upcoming quarter, but is responsible for any outstanding payments of the Fee for quarters prior to termination. Thereafter OmniTrans shall have no further claims against **CSUSB** under this Agreement, except for any claims resulting from **CSUSB's** requirements under Section 7 (Hold Harmless).
- B. OmniTrans may terminate this Agreement for **CSUSB's** default if **CSUSB** breaches any material provision of this Agreement and fails to cure such breach within ten (10) calendar days of receipt of written notice from OmniTrans. If OmniTrans so terminates for default,

then **CSUSB** shall pay Omnitrans its payment for fees up to the date of actual termination within thirty (30) days of such date.

- C. **CSUSB** may terminate this Agreement at any time for Omnitrans' default if Omnitrans breaches any material provision of this Agreement and fails to cure such breach within ten (10) calendar days of receipt of written notice from **CSUSB**. If **CSUSB** so terminates for default, then **CSUSB** shall pay Omnitrans its payment for fees up to the date of actual termination within thirty (30) days of such date.

7. Hold Harmless

Omnitrans will be responsible for damage caused by the negligent or intentional acts or omissions of its officers, agents and employees occurring in the performance of this Agreement and indemnify, defend and hold harmless the **CSUSB** for the same, including payment for reasonable attorneys' fees. **CSUSB** shall be responsible for damage caused by the negligent or intentional acts or omissions of its officers, agents and employees occurring in the performance of this Agreement and indemnify, defend and hold harmless Omnitrans for the same, including payment for reasonable attorneys' fees. It is the intention of Omnitrans and **CSUSB** that the provisions herein be interpreted to impose on each party, responsibility for the negligent acts or omissions of their respective officers, agents and employees concerning this Agreement.

8. Announcements

The parties may issue joint press releases approved in advance by both parties. In addition, the parties may promote this Program provided the other party approves such use in advance.

9. Assignment

Neither party shall assign all or any part of this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld, provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to substantially all of its business or assets. In the event of a valid assignment, this Agreement will inure to the benefit of and be binding upon each party and its respective successors and permitted assigns.

10. Compliance with Laws

The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement, including obtaining all necessary approvals in accordance with applicable laws, policies and regulations.

11. Confidentiality

Both Omnitrans and **CSUSB** recognize that in the course of this Agreement information will be exchanged consisting of confidential or business information ("Confidential Information"). Confidential Information will be used only for the purposes of this Agreement. Each party agrees to protect the other's Confidential Information at all times and in a manner at least as restrictive as each protects the confidentiality of its own confidential materials, but in no event with less than a reasonable standard of care.

The parties acknowledge this Agreement and any written materials from the Program and in the possession of Omnitrans or CSUSB may be subject to disclosure under the California Public Records Act (Govt. Code Sections 6250 *et seq.*) ("PRA"). Accordingly, a party shall not be precluded by or held in violation of any confidentiality requirements in this Agreement from responding to any lawful public records request under the PRA, other applicable laws, or court order. In the event a party receives a PRA request related to this Agreement, it shall immediately provide notice to the other party.

12. Insurance

Omnitrans shall maintain the insurance types and coverage amounts through the duration of this Agreement as set forth in the certificate of insurance attached as Exhibit B. Any inquiries by **CSUSB** or its agent to Omnitrans concerning insurance shall be made to the following: Director of Finance, Omnitrans, 1700 W. Fifth St., San Bernardino, CA 92411. Omnitrans shall endeavor to provide **CSUSB** ten (10) days written notice of the cancellation or material change to any insurance required by this Agreement.

13. Subcontractors

Subject to the terms and conditions of this Agreement, Omnitrans will provide services as may be requested from time to time by **CSUSB**, either directly or in conjunction with such subcontractors as it may select. In the event that Omnitrans desires to utilize subcontractors, it must provide advance notice to **CSUSB**. For the purposes of this Agreement, Omnitrans shall be defined to include any and all subcontractors used to provide the services that are the subject of this Agreement.

14. Survival

The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein or therein which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

15. Independent Contractors.

The parties and their respective employees, agents and representatives are and shall be independent contractors with respect to the other party and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Each party shall be solely responsible for all wages, taxes, withholding, workers compensation, insurance and any other obligation on behalf of any of its employees, agents, representative or contractors and shall indemnify the other party with respect to any claims by such persons.

16. Inspection of Records

- A. **CSUSB** shall permit an authorized representative of Omnitrans, during standard business hours, to examine, inspect and audit all records and accounts pertaining to this program and this Agreement. **CSUSB** shall make such items readily accessible to Omnitrans, within five (5) business days of Omnitrans notice to **CSUSB**, during the term of this Agreement and for a period of one (1) year from the date of expiration or termination of the Agreement.
- B. Omnitrans shall permit an authorized representative of **CSUSB**, during standard business hours, to examine, inspect and audit all records and accounts pertaining to this program and



this Agreement. Omnitrans shall make such items readily accessible to **CSUSB**, within five (5) business days of **CSUSB** notice to Omnitrans, during the term of this Agreement and for a period of one (1) year from the date of expiration or termination of the Agreement.

17. Scheduling

No provision of this Agreement shall be construed to require Omnitrans to continue to operate any transit service to or from the facility of **CSUSB** or elsewhere during the term of this Agreement, and it is expressly agreed that Omnitrans shall incur no liability to **CSUSB** by reason of any rerouting, rescheduling, discontinuance, or other changes in transit services operated by Omnitrans. In the event that Omnitrans does find the need to reroute, reschedule, discontinue or otherwise make changes transit services operated by Omnitrans that would affect the students, faculty or staff of **CSUSB**, when possible Omnitrans will provide at least thirty (30) day notice to **CSUSB** of such change.

18. Notification

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person, via electronic mail, or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows. Delivery shall be effective when sent:

To CSUSB:

CSUSB

Purchasing Office

5500 University Parkway

San Bernardino, CA 92407

ATTENTION: Nancy Murray

Purchasing Office

Phone: 909-537-5142 Fax: 909-537-5903

Nancy.murray@CSUSB.edu

To Omnitrans:

Omnitrans

Marketing Dept.

1700 West Fifth Street

San Bernardino, CA 92411

ATTENTION: Wendy Williams

Director of Marketing

Phone: 909-379-7151 Fax: 909-888-0524

email: wendy.williams@omnitrans.org

APPROVED BY CSUSB

_____/____/____

Nancy Murray
Purchasing Office
CSUSB

APPROVED BY OMNITRANS

_____/____/____

P. Scott Graham
CEO/General Manager
Omnitrans

Exhibit A

CSUSB student identification card sample:

Front



Back

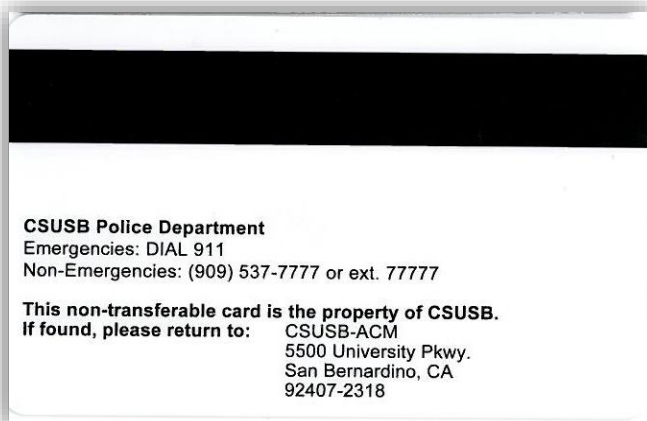
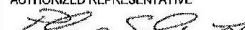


Exhibit B

Certificate of Insurance

| CERTIFICATE OF COVERAGE | | | | DATE (MM/DD/YYYY) 05/02/2019 | |
|--|--|-------------------|--|-------------------------------------|---|
| PRODUCER Alliant Insurance Services 100 Pine Street, 11 th Floor San Francisco, CA 94111 (415) 403-1400 | | | THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S). IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S). | | |
| NAMED COVERED PARTY OmniTrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Caroljo Mitcham | | | PROGRAM AFFORDING COVERAGE A: California Translt Systems Joint Powers Authority B: C: | | |
| COVERAGES THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT. | | | | | |
| JPA LTR | TYPE OF COVERAGE | MEMORANDUM NUMBER | COVERAGE EFFECTIVE DATE (MM/DD/YY) | COVERAGE EXPIRATION DATE (MM/DD/YY) | LIMITS |
| A | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> MANUSCRIPT FORM GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 1920-L-35 | 05/01/19 | 05/01/20 | EACH OCCURRENCE \$ 1,000,000 |
| | FIRE DAMAGE (Any one fire) \$ | | | | |
| | MED EXPENSE (Any one person) \$ | | | | |
| | PERSONAL & ADV INJURY \$ | | | | |
| | GENERAL AGGREGATE \$ | | | | |
| | PRODUCTS-COMP/OP AGG \$ | | | | |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | |
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| | | | | | |
| | | | | | |
| WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW | | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| OTHER | | | | | |
| OTHER | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS This Certificate is hereby issued as Evidence of Coverage only. | | | | | |
| CERTIFICATE HOLDER <input type="checkbox"/> ADDITIONAL COVERED PARTY ENDORSEMENT CANCELLATION | | | | | |
| OmniTrans 1700 West Fifth Street San Bernardino, CA 92411 | | | OMNI-050 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS. AUTHORIZED REPRESENTATIVE  | | |