



**PLANS AND PROGRAMS COMMITTEE**  
**THURSDAY, OCTOBER 24, 2017, 1:00 P.M.**  
**OMNITRANS METRO FACILITY**  
**1700 WEST 5TH STREET**  
**SAN BERNARDINO, CA 92411**

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

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Roll Call

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Committee Meeting: To be determined.

**C. COMMUNICATIONS FROM THE PUBLIC**

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

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

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

N/A

**E. DISCUSSION ITEMS**

1. Approve Plans & Programs Committee Minutes – May 25, 2017 3
2. Receive and Forward to the Board of Directors, Inland Empire Annual Survey Report – Wendy Williams 7
3. Receive and File, American Bus Benchmarking Group (ABBG) Customer Satisfaction Survey of Omnitrans – Jeremiah Bryant 9
4. Receive and Forward to Board of Directors, OmniConnects Short-Range Transit Plan FY2019-2025 Status Updates – Jeremiah Bryant 12
5. Recommend to Board of Directors, Cooperative Service Agreement between Omnitrans and Foothill Transit – Jeremiah Bryant 24
6. Recommend to Board of Directors, Bus Bridge Memorandum of Understanding (MOU) between Omnitrans and Southern California Regional Rail Authority (SCRRA, Metrolink) – Jeremiah Bryant 26



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- |   |    |
|---|----|
| 7. Recommend to Board of Directors, Memorandum of Understanding with City of Ontario for Transformative Climate Communities (TCC) Grant – <i>Jeremiah Bryant</i>                        | 27 |
| 8. Recommend to Board of Directors, Cooperative Agreement between Omnitrans and the San Bernardino Transportation Authority for the West Valley Connector Project – <i>Anna Jaiswal</i> | 37 |
| 9. Receive and Forward to Board of Directors, Redlands Passenger Rail Project (RPRP) Status Update – <i>Loretta Rains</i>   | 64 |

**F. REMARKS AND ANNOUNCEMENTS**

**G. ADJOURNMENT**

ITEM # E1

**PLANS AND PROGRAMS COMMITTEE  
MINUTES  
MAY 25, 2017**

**A. CALL TO ORDER**

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 1:02 p.m., May 25, 2017.

**Committee Members Present**

Mayor Penny Lilburn, City of Highland – Committee Chair  
Council Member Ron Dailey, City of Loma Linda  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace  
Council Member Sam Spagnolo, City of Rancho Cucamonga

**Committee Members Not Present**

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

**Others Present**

Judith McCourt, Redhill Group, Principal

**OmniTrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager  
Jacob Harms, Director of Information Technology  
Eugenia Pinheiro, Interim Director of Procurement  
Doug Stanley, Interim Director of Special Transit Services  
Jeremiah Bryant, Service Planning Manager  
Melissa Castillo, Customer Service Manager  
Anna Jaiswal, Development Planning Manager  
Maurice Mansion, Treasury Manager  
Nicole Ramos, Marketing Manager  
John Steffon, Transportation Manager  
Julienne Overland-Villegas, Senior Executive Assistant to the CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

There were no announcements.

**C. COMMUNICATION FROM THE PUBLIC**

There were no communications from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no conflicts of interest issues identified.

**E. DISCUSSION ITEMS**

1. Approve Plans & Programs Committee Minutes – March 21, 2017

M/S (Dailey/Spagnolo) that approved the Committee Minutes of March 21, 2017. Motion was unanimous by Members present.

2. Recommend to Board of Directors, Community College Go Smart Program Agreements

Marketing Manager, Nicole Ramos, presented this item. She provided some background by stating that in 2012, Omnitrans developed the “Go Smart” Program, whereby the Agency entered into agreements with local colleges to provide discount passes for students. She explained that under these agreements, students pay a semester fee and are allowed unlimited bus rides when using their student ID. Ms. Ramos stated that the agreements with Chaffey, Crafton Hills, and San Bernardino Valley Colleges are approaching expiration and staff is seeking the Committee’s recommendation to the Board for approval.

M/S (Spagnolo/Dailey) to recommend the Board of Directors authorize the CEO/General to execute new revenue agreements with Chaffey College, Crafton Hills College, and San Bernardino Valley College which allow enrolled students with valid college ID cards unlimited rides on fixed route bus and future rail services and a 20 percent discount on the purchase of Access one-way fare tickets. Motion was unanimous by Members present.

3. Recommend to Board of Directors, Digital Fares & Mobile Digital Pass Sales Outlet

Jeremiah Bryant, Service Planning Manager and Melissa Castillo, Customer Service Manager presented this item.

Mr. Bryant provided some background by stating that for that past 20 years Omnitrans has accepted two types of fares; 1) cash on board and 2) paper passes. He explained that passes are currently available for purchase at various locations including an extensive network of pass outlets. Mr. Bryant stated that the Agency’s “Fare Tech Team” which is comprised of Agency staff from various departments looked at the next generation of riders and at pass sales technology options that would move Omnitrans into the future.

Ms. Castillo provided an overview of the proposed changes to Omnitrans Pass Outlet Program, specifically the recommendation to include Mobile Digital Fare Outlets as part

of the Agency's Pass Sales Program. A short video was presented with a demonstration of the proposed Outlet Program.

The Committee had several questions regarding Customer Service tracking and accountability, the marketing approach of the application, ease of use, future technology upgrades, and potential security vulnerabilities related to the data.

The consensus of the Committee was to recommend this item to the Board for discussion.

M/S (Spagnolo/Robles) that recommended to the Board of Directors for discussion:

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

Motion was unanimous by Members present.

4. OmniConnects FY2019-2025 SRTP Update

Service Planning Manager Jeremiah Bryant, presented this item. He updated the Committee on the activity since the Short Range Transit Plan (SRTP) kick off was presented to the Board in May 2017, and highlighted the two following items:

- 1) Internal Research was conducted internally in terms of demographics; and
- 2) Outreach conducted includes meetings with members of the Joint Powers Agreement (JPA), and several public meetings are also scheduled for mid-June.

Member Spagnolo exited the room at 1:44 p.m. and returned at 1:46 p.m.

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

5. sbX Corridor Business, Fixed Route Rider and Access Rider Surveys From sbX After Study

Service Planning Manager, Jeremiah Bryant provided a brief introduction on the study results.

Judith McCourt, Principal, Redhill Group presented the sbX Corridor Business, Fixed Route Rider and Access Rider Surveys from sbX After Study.

Member Robles left the room at 2:04 p.m. and returned at 2:06 p.m.

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

**F. REMARKS AND ANNOUNCEMENTS**

There were no announcements.

**G. ADJOURNMENT**

The Plans & Programs Committee meeting adjourned at 2:37 p.m. The next Committee Meeting will be posted at Omnitrans and on the Omnitrans website.

Prepared by:

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Araceli Barajas, Executive Staff Assistant

ITEM # \_\_\_\_\_ E2 \_\_\_\_\_

**DATE:** October 24, 2017

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

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

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

**SUBJECT: INLAND EMPIRE ANNUAL SURVEY REPORT**

**FORM MOTION**

Receive and file a report on findings from the Omnitrans portion of the Inland Empire Annual Survey conducted in spring 2017, by the Institute of Applied Research at California State University, San Bernardino.

**BACKGROUND AND SUMMARY**

For 20 years, the Institute of Applied Research at California State University, San Bernardino has conducted a telephone survey of households in San Bernardino and Riverside Counties to capture residents' opinions related to quality of life issues and measure how perceptions have changed over time. The Inland Empire Annual Survey also includes (on a space available basis), some proprietary questions designed to meet specific information needs of sponsoring agencies and organizations within the region.

Omnitrans has participated as a sponsor of the Inland Empire Annual Survey multiple times since 2006. The survey provides a low cost opportunity for the Agency to scientifically gather opinions from the general public. Omnitrans questions are posed only to households located in the Omnitrans service area. In 2017, Agency questions were asked of 633 respondents, for a 95% level of confidence and an accuracy of approximately plus/minus 3.9%. There were 271 respondents from the East Valley region and 362 from the West Valley region.

Some Omnitrans questions are kept essentially the same for each survey in order to evaluate trends over time, while other questions are altered to gain insight on particular topics. In the 2017 survey, questions focused on:

- Ability to name Omnitrans as the local bus service provider
- Awareness of Omnitrans (assuming they were not able to name Omnitrans initially)

- Overall perception of Omnitrans even if the respondent has not used it personally, and reasons for possible negative perceptions
- Interest in riding the bus for trips in the San Bernardino Valley
- Service and amenity improvements that might entice the respondent to ride (or ride more)

Results of the Inland Empire Annual Survey are utilized to accurately measure public awareness and public opinion ratings, which are then incorporated into the Agency's Annual Marketing Plan. In an effort to more fully inform the Board of Directors on survey findings, a more detailed report is being brought forward at this time.

Key findings from the 2017 Inland Empire Annual Survey:

#### Public Awareness

- 39.2% of respondents can name Omnitrans or an Omnitrans service as their local bus service provider.
- An additional 48.3% said they had heard of Omnitrans when prompted.
- This results in an overall awareness rating of 87.5%, which is down 4.6% from 2016.

#### Public Perception

- 85.2% of respondents gave Omnitrans a positive rating, which is statistically the same as the 2016 result of 86.0%.
- Those who had an unfavorable view were asked the main reason for this perception. Top responses were 1) Travel time too long (20.5%); 2) Inconvenient schedules (13.4%); and 3) Buses are unreliable/not on time, and Buses do not go where I go (tie 13.0%).
- All were asked if their perception of Omnitrans had changed in the past year. 75.8% reported no change while 18.4% said perception improved and 5.9% said it declined.

#### Interest in Riding

- Nearly one-third (32.6%) indicated at least some interest in riding Omnitrans.
- The top service improvement which would entice people to ride or ride more often was more frequent bus service, at 43.8%.
- The most attractive service amenity to encourage use was nicer bus stops, at 34.3%.

Survey results indicate that more than 8 out of 10 people living in the San Bernardino Valley are aware of Omnitrans and hold an overwhelmingly positive opinion of the Agency. To attract more people to use Omnitrans services, the Agency should strive to increase service frequency. Bus stop improvements and expanding on-board Wi-Fi would also be a good investment of resources.

### **CONCLUSION**

Receive and file a report on findings from the Omnitrans portion of the Inland Empire Annual Survey conducted in spring 2017, by the Institute of Applied Research at California State University, San Bernardino. Results will be incorporated into the 2018 Annual Marketing Plan.

PSG: WW

ITEM # E3

**DATE:** October 24, 2017

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

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

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

**SUBJECT: ABBG CUSTOMER SATISFACTION SURVEY OF OMNITRANS**

**FORM MOTION**

Receive and file a presentation highlighting the results of the 2017 American Bus Benchmarking Group (ABBG) Customer Satisfaction Survey of Omnitrans.

**BACKGROUND**

Omnitrans belongs to the American Bus Benchmarking Group, 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 ABBG is a joint Customer Satisfaction Survey, which has been completed during 2013, 2014, 2015, 2016, and 2017. During 2017, eighteen (18) agencies participated in the survey, which was conducted online via SurveyMonkey® during April and May of 2017. Only sixteen (16) agencies received enough responses to be valid for comparison purposes.

Omnitrans riders contributed 634 responses to the survey out of 15,541 responses for the ABBG members in total. After scrubbing process, Omnitrans' rider clean responses totaled 542. 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 542 responses provide a margin of error of 4.2% at a 95% confidence level.

Key findings include:

- 85.7% overall satisfaction rating for Omnitrans. This is the highest overall satisfaction rating in ABBG and the highest score Omnitrans has received in this category compared to the four prior years, with scores of 83.2%, 82.6%, 80.4% and 81.8%, respectively.
- Net promoter score of 36.3%, which is also the highest in ABBG. Omnitrans' promoters (56.8%) outnumber Omnitrans' detractors (20.5%). Typically, a positive net promoter score is predictive of future growth.

- Omnitrans saw satisfaction increase in eight specific areas compared to the previous year. The largest increase came from: “Buses typically operate on time.”
- The satisfaction rating for “The bus gets me to my destination in a reasonable amount of time” has improved on each of the five successive surveys growing from 68.3% in 2013 to 75.4% in 2017.
- Omnitrans scores exceed the ABBG average rating on 17 out of 19 specific satisfaction areas. A summary chart of all questions follows this staff report.

The ABBG-facilitated Customer Satisfaction Survey is one tool that Omnitrans utilizes to gather customer feedback. Additional surveying has occurred and had been presented to the Plans and Programs Committee, with the most recent survey being a three part survey of Omnitrans Riders, Businesses on the sbX Green Line Corridor and of Access Riders.

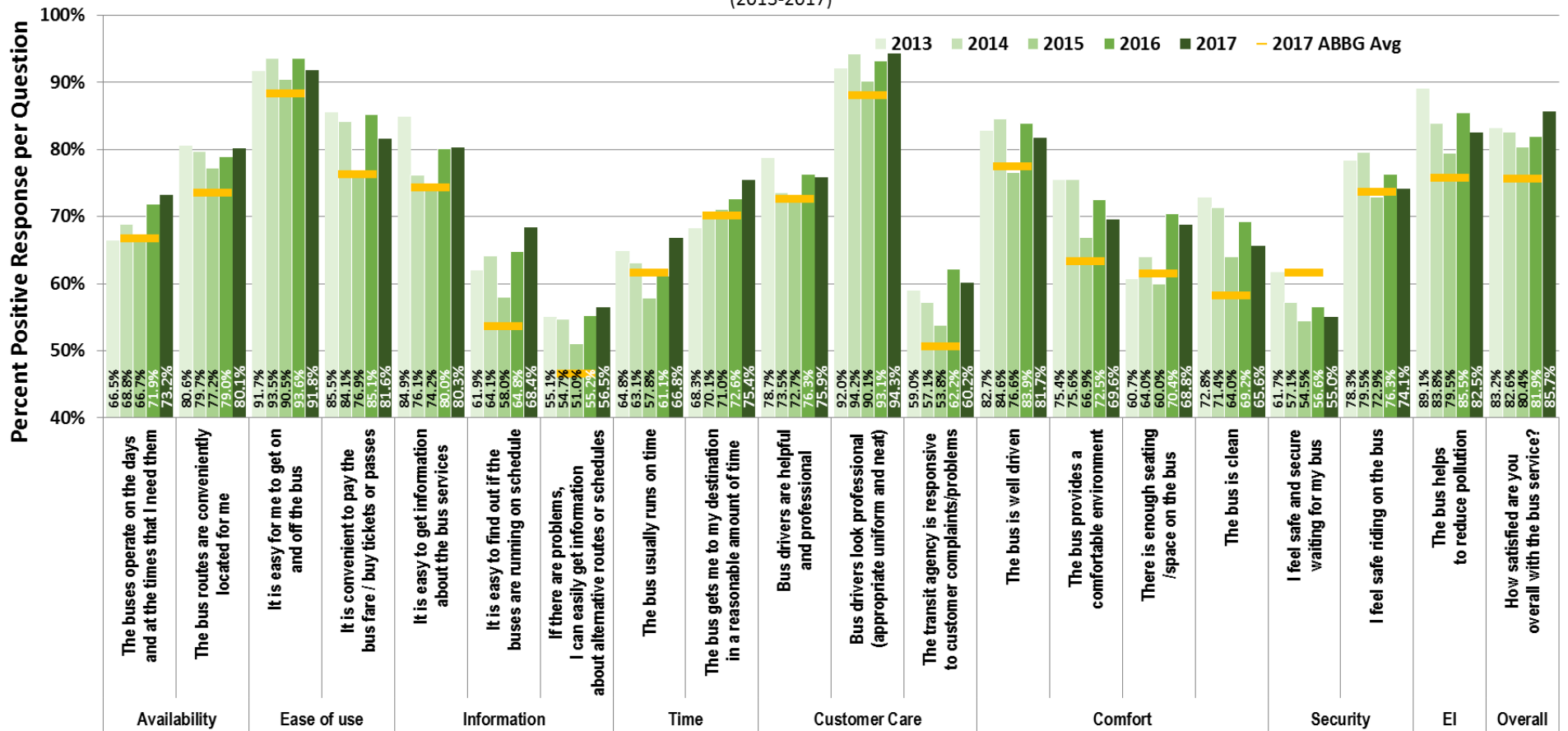
### **CONCLUSION**

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

PSG:WW:JB

### Appendix 1: Satisfaction Survey Results Chart

**Omnitrans' Positive Customer Satisfaction Rating by Category in ABBG CSS**  
(2013-2017)



ITEM # E4**DATE:** October 24, 2017**TO:** Committee Chair Penny Lilburn and  
Members of the Plans and Programs Committee**THROUGH:** P. Scott Graham, CEO/General Manager**FROM:** Wendy Williams, Director of Marketing & Planning**SUBJECT: OMNICONNECTS SHORT-RANGE TRANSIT PLAN FY2019-2025  
STATUS UPDATE****FORM MOTION**

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

**BACKGROUND**

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

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

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

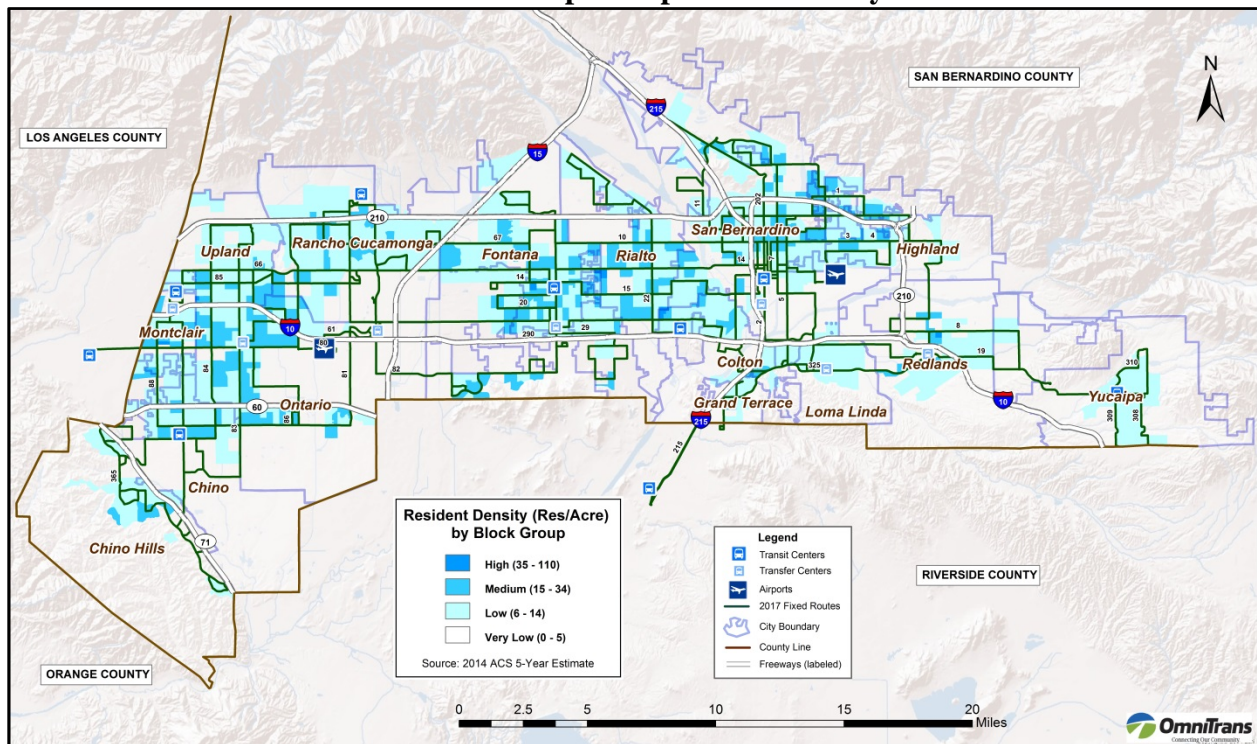
***Demographic Trends***

Service Planning routinely acquires the latest demographic data of Omnitrans' service area in order to determine the changing needs of our community. These data are included in the SRTP process and are of critical import to planning decision making. These data include: resident population density; job or employment density; bivariate mapping of both job and resident density; median household income; proportion of population below poverty level; proportion of youth in population; and proportion of population without access to a vehicle. These different factors are later weighted and combined to yield a Transit Orientation Index, or T.O.I.

Some of the demographic trends noted in the latest data:

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

**Exhibit 1: Map of Population Density**



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

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

**Exhibit 2: Map of Employment Density**

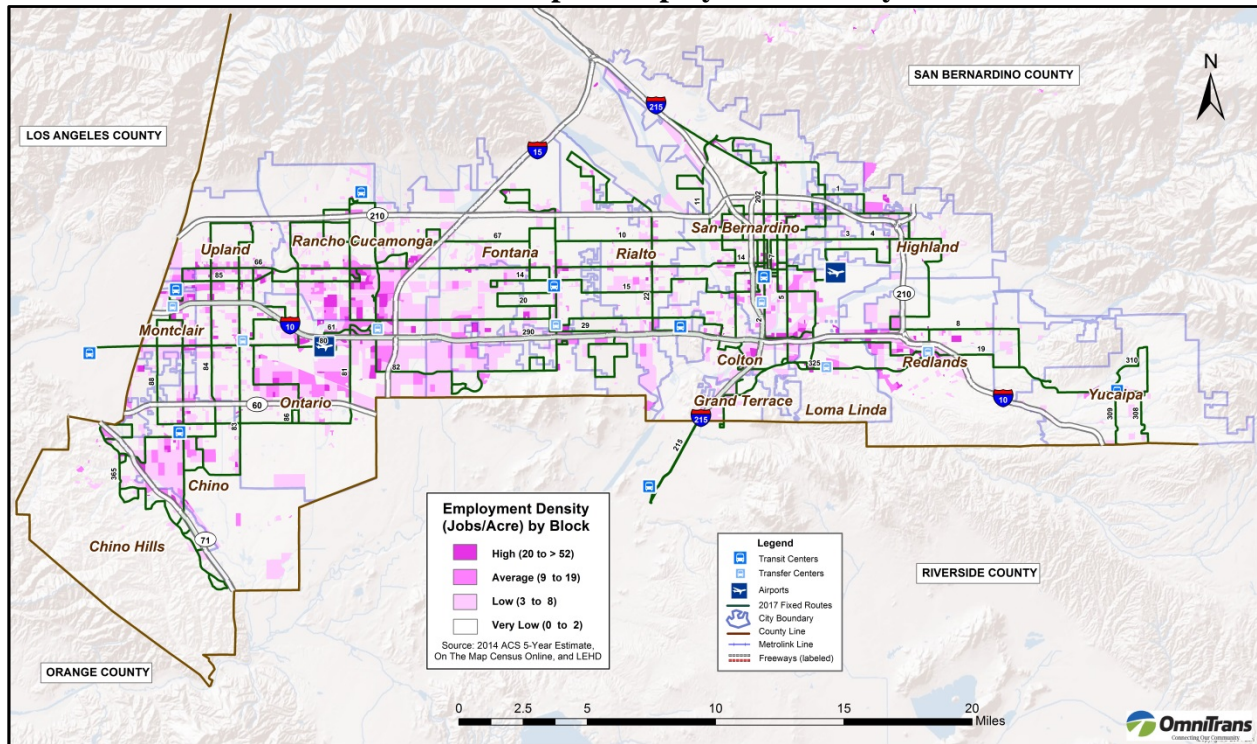
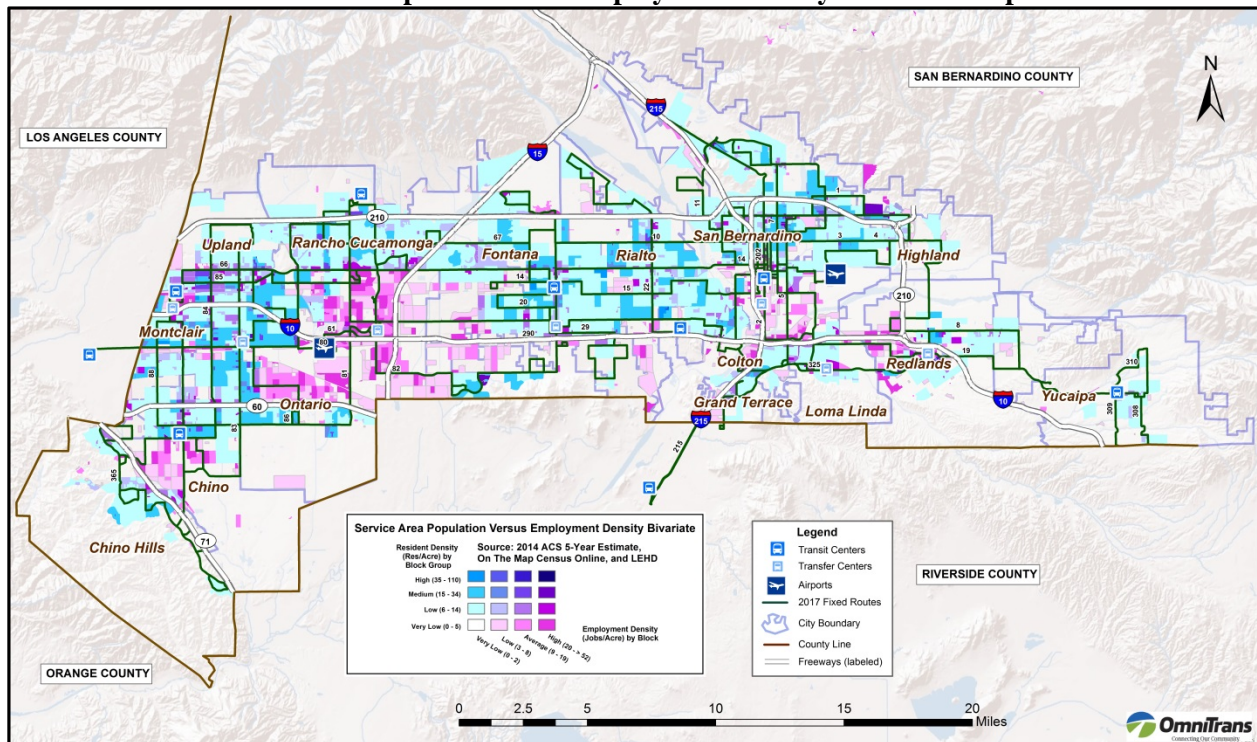


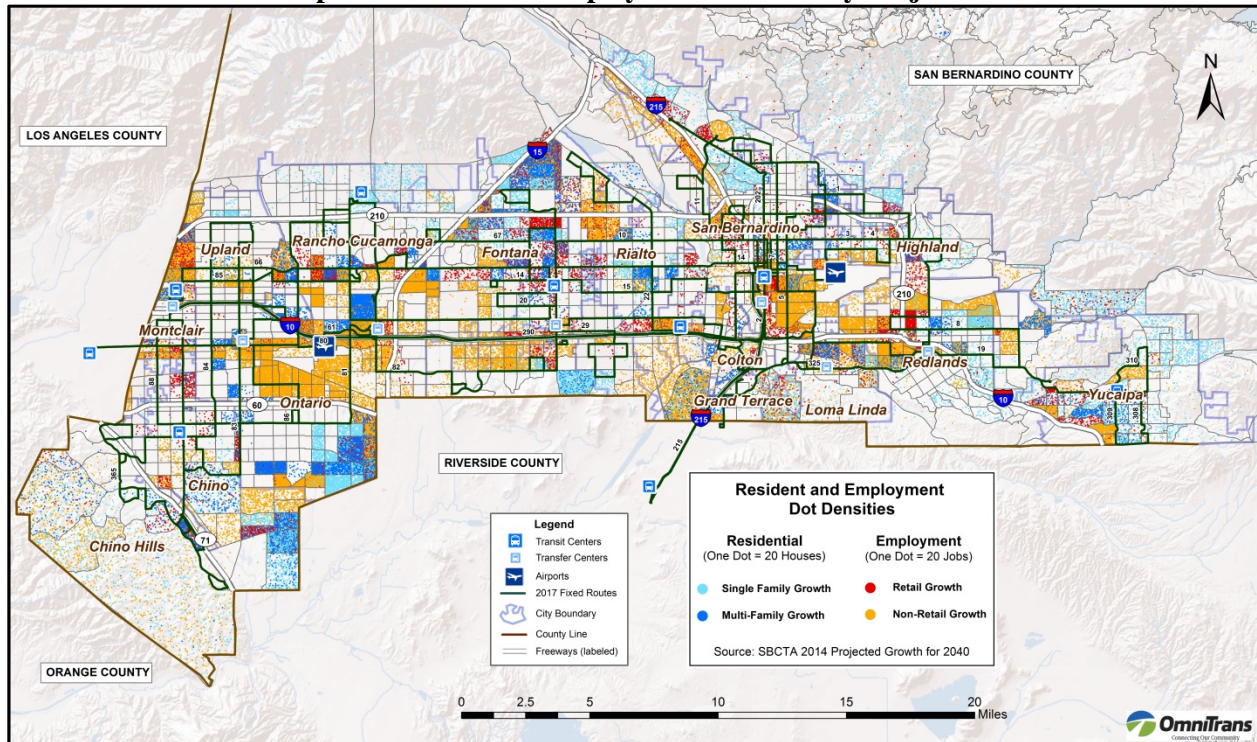
Exhibit 3 shows the combined population and employment bivariate distribution map.

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



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

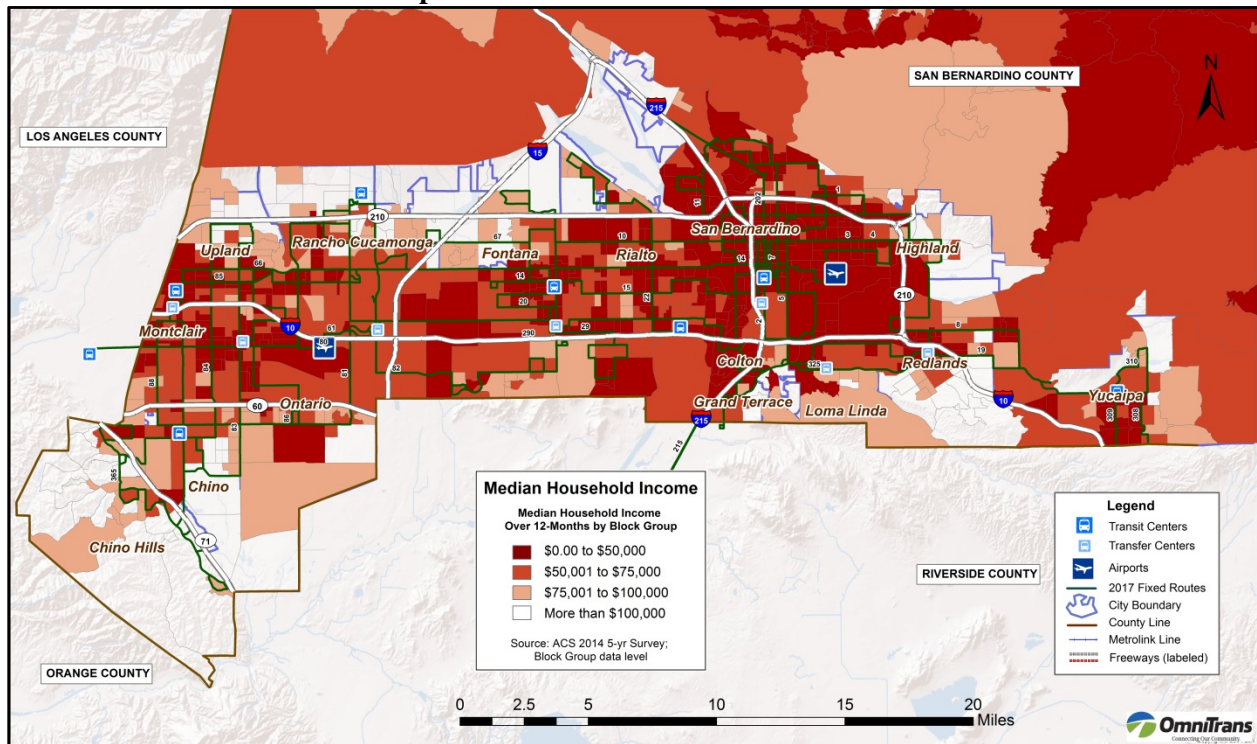
**Exhibit 4: Map of Resident and Employment Dot Density Projections for 2040**



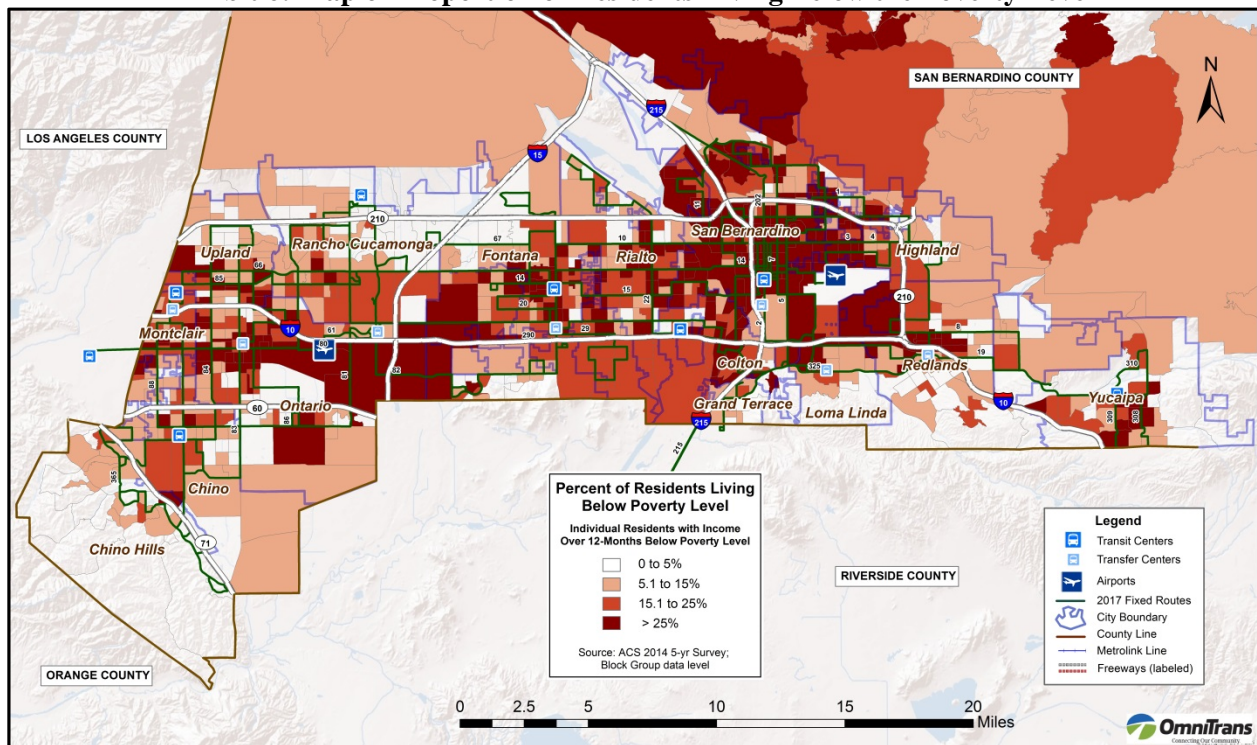
While population and employment density are a significant factor, in making transit investment decisions, other demographic factors also weigh heavily. Staff has mapped, evaluated and analyzed median income, population living below the poverty line, households with no access to a vehicle, senior population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

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

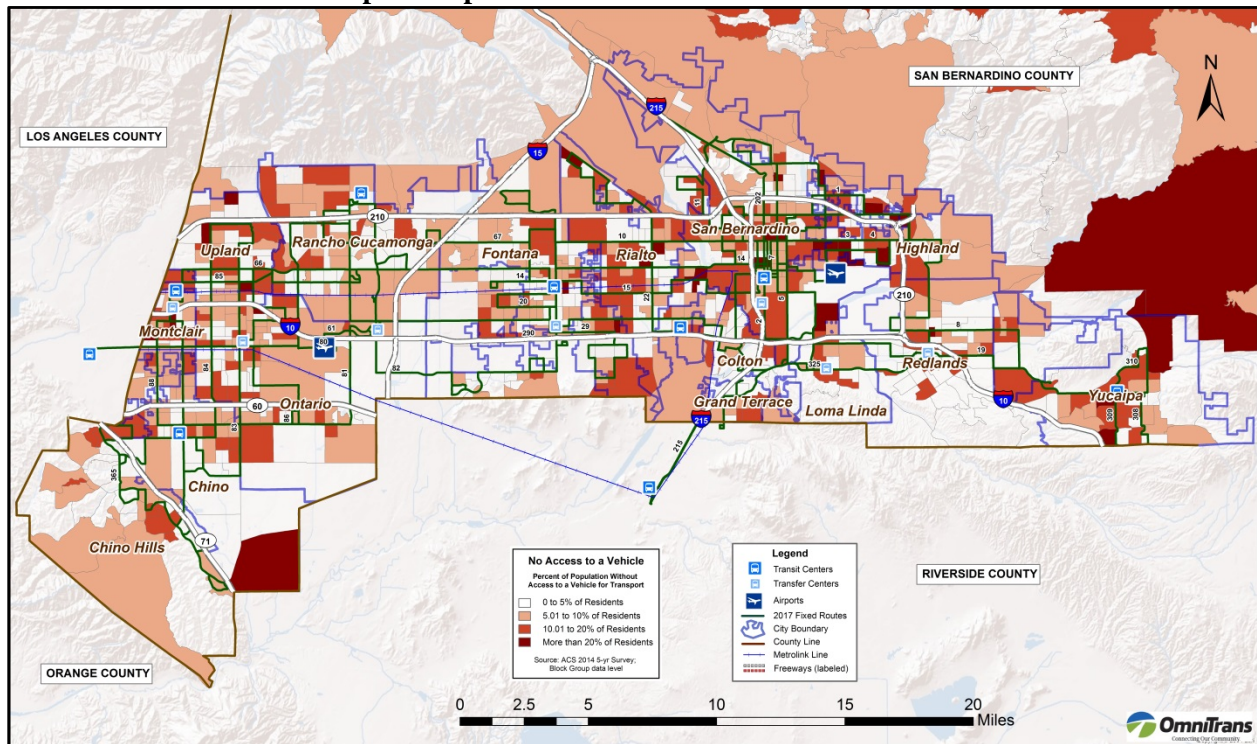
**Exhibit 5: Map of Distribution of Median Household Incomes**



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

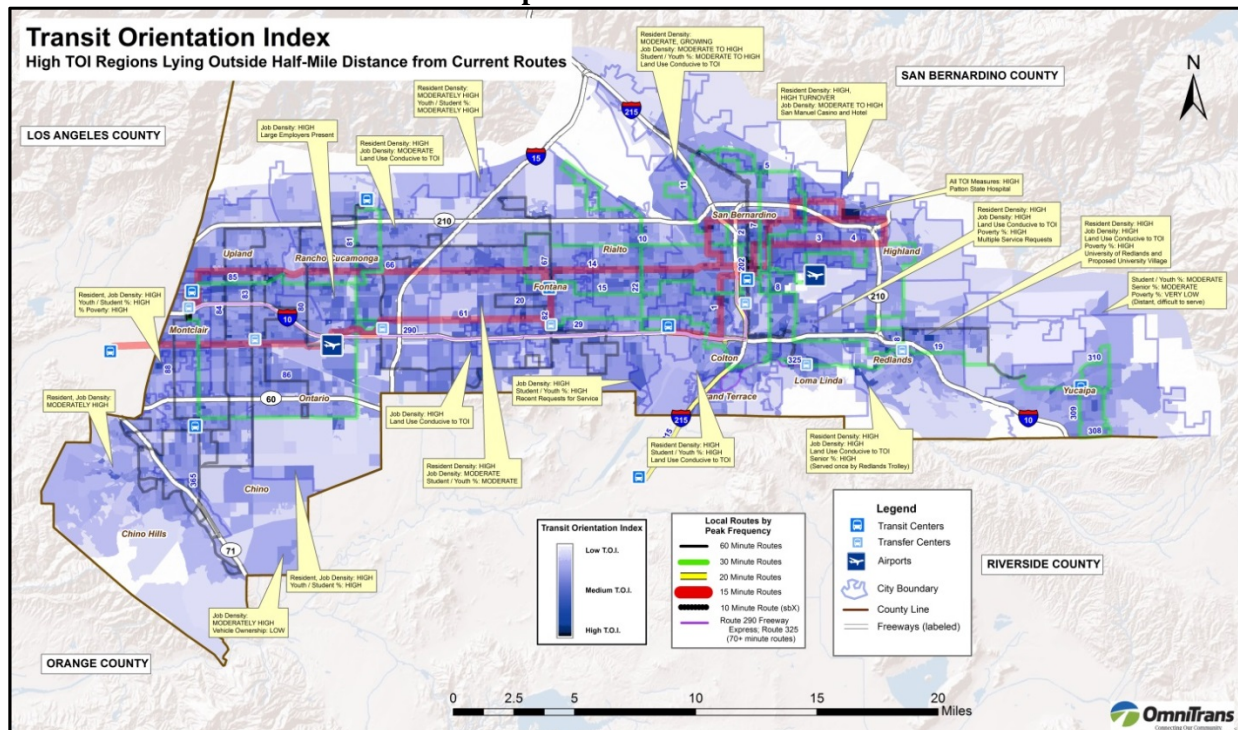


**Exhibit 7: Map of Proportion of Residents Without Access to a Vehicle**



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

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



## Stakeholder Meetings

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

Noted stakeholder planned developments include:

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

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

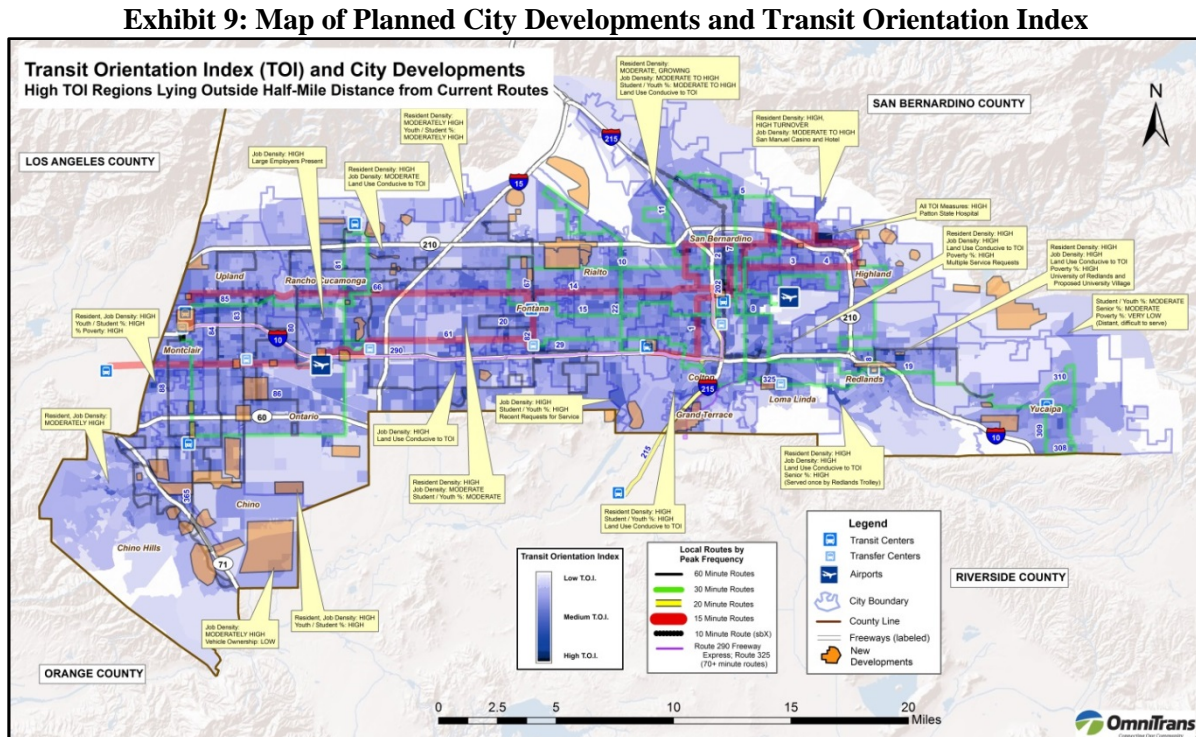
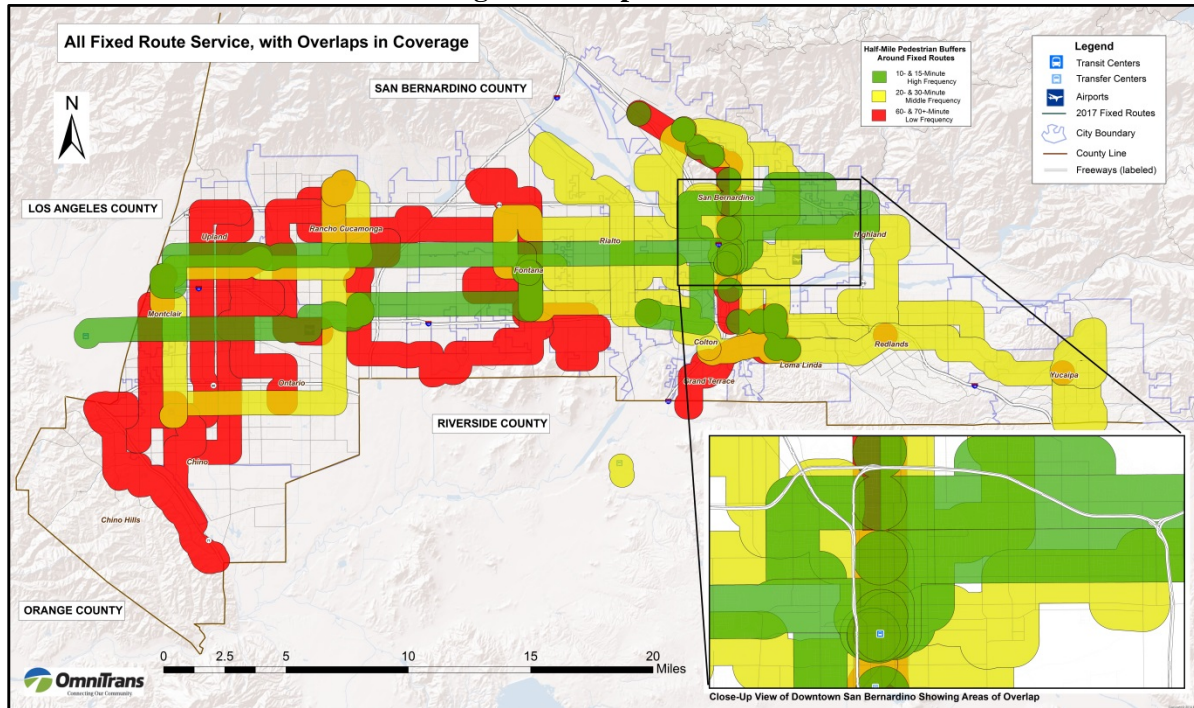


Exhibit 10 shows Omnitrans coverage area map. It shows that the greatest area of duplication of services is within downtown San Bernardino, while the demographic data shows more growth in the western portion of the San Bernardino Valley. These data and the related service data are being evaluated within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

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



### Public Input

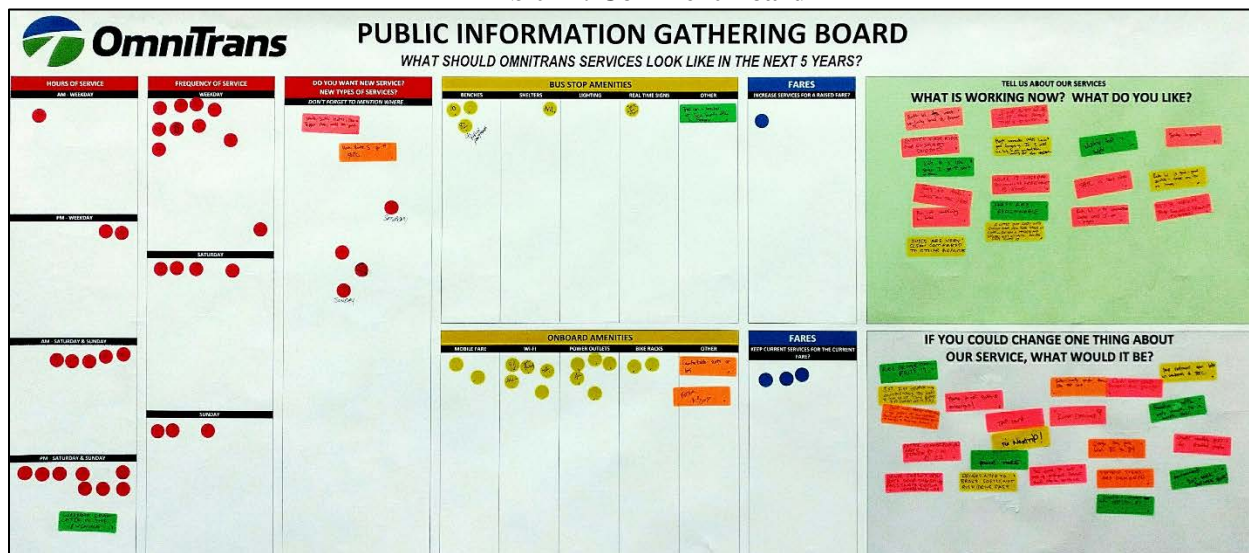
In addition to meeting with Stakeholders, Omnitrans held 19 public meetings and interacted with nearly 1,500 individuals to gather feedback. From June to July Omnitrans staff collected initial comments for the SRTP with specific meeting shown in the calendar in Exhibit 11. Four additional meetings were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

**Exhibit 11: Public Meetings**

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

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

**Exhibit 12: Comment Board**

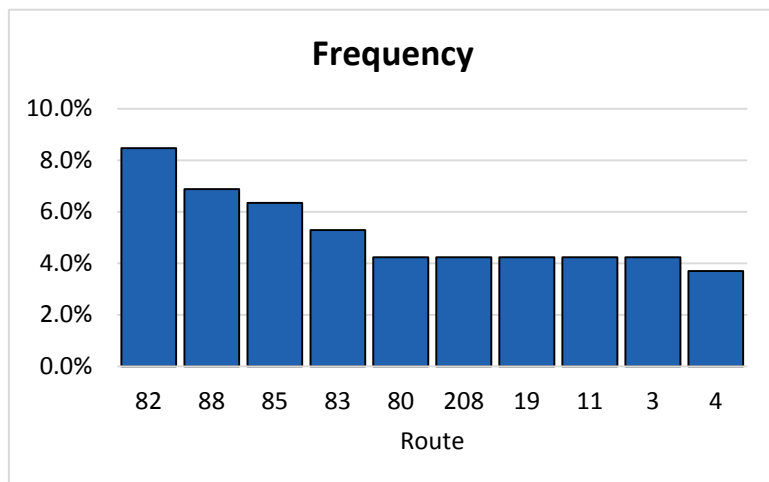


The board had several benefits. By using color coded stickers that matched the color of the discussion topics the public could 1) easily and quickly provide commentary and 2) converse fluidly with staff. Board comments outnumbered comment cards 45.4% to 36.7%. The remainder 17.8% were Coach Operator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

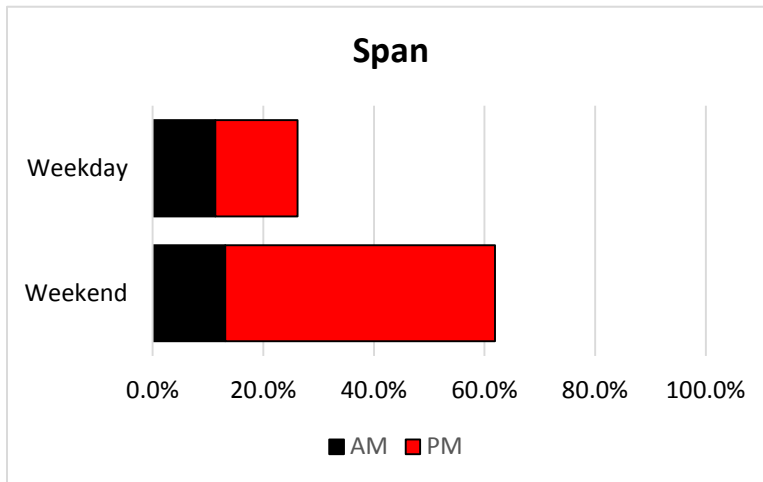
A total of 1,116 comments were received during these sessions. Primary discussion topics included:

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

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



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



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

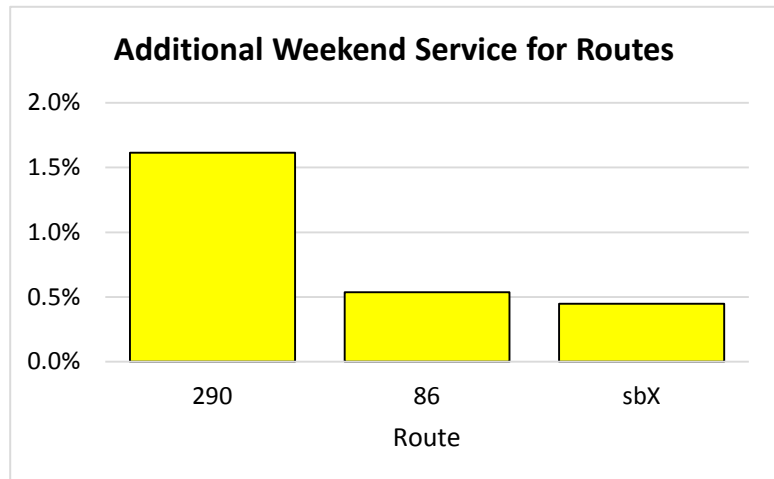
When given a choice to increase nighttime span on Weekdays or the Weekend, 48.8% preferred the Weekend increases versus 14.9% who preferred Weekday.

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

The top three requested routes to have Weekend service are:

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

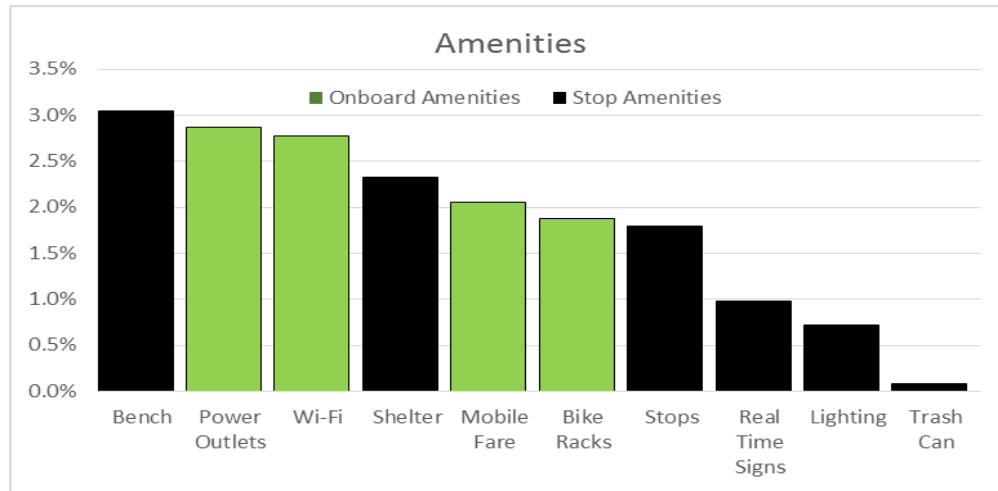
Holiday service for all of Omnitrans routes was also requested, but only by 0.5%.



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

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

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



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

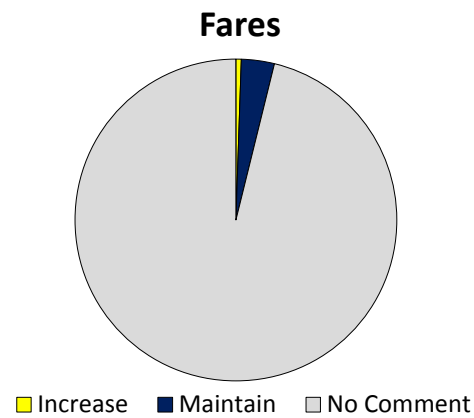
Fares received the least amount of commentary with a 3.9% response rate.

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

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

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

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



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

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

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

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

**Exhibit 13: SRTP Goals**

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

## **CONCLUSION**

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

PSG:WW:JB

ITEM # E5

**DATE:** October 24, 2017

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

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

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

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

**FORM MOTION**

Recommend the Board of Directors authorize the CEO/General Manager to sign the Interagency Service Agreement between Omnitrans and Foothill Transit.

**BACKGROUND**

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

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

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

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

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

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

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

## **CONCLUSION**

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

PSG:WW:JB

ITEM # E6

**DATE:** October 24, 2017

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

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

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

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

**FORM MOTION**

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

**BACKGROUND**

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

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

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

**CONCLUSION**

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

PSG:WW:JB

ITEM # E7

**DATE:** October 24, 2017

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

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

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

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH CITY OF ONTARIO  
FOR TCC GRANT**

**FORM MOTION**

Recommend that the Board of Directors authorize the CEO/General Manager to sign a Memorandums of Understanding (MOU) with the City of Ontario in order to submit transit projects associated with the city's Transformative Climate Communities (TCC) Grant.

**BACKGROUND**

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

Over the last few years, Omnitrans has explored these types of grant opportunities with partners in the cities of Ontario, San Bernardino, and Loma Linda and the County of San Bernardino. Our experience has shown that the partnerships require flexibility often up until the actual grant deadline. However, the applications also require a signed MOU for the partner agencies, such as Omnitrans, even if they are only downstream sub-recipients of funding. In order to provide the flexibility needed to proceed at this time, a draft MOU is included with this memo that will be substantially similar to the final MOU to be completed in late November.

Currently, Omnitrans is working with the City of Ontario on transit aspects of the city's TCC grant application. Transit components of this application include:

- Purchase of new regular and premium bus shelters;
- Fully funded capital and operating support for a frequency improvement on Route 83; and,
- Transit pass subsidy program including travel training.

The improvements would be made only if the city of Ontario is successful in its TCC Grant application. In that case, the grant funds the entirety of Omnitrans services to be rendered as part of this grant.

As of the writing of this staff report, final details of the exact quantities and dollar amounts of each part of this project are still be worked on with the city of Ontario as the city progresses through the application process. The approximate three-year total value of all transit components of this grant are \$3 million.

## **CONCLUSION**

Approval of this MOU at the concept stage allows Omnitrans the flexibility to partner with Ontario in order to best position to region for a successful grant application.

PSG:WW:JB

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

This Memorandum of Understanding is entered into on this \_\_\_ day of November 2017, between the City of Ontario and Omnitrans.

**RECITALS**

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

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

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

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

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

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

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

WHEREAS, the “Lead Applicant”/“Grantee” will be responsible for dispersing grant funds to all “Co-Applicants”/“Partners”; and

WHEREAS, eligible applicants may apply for either an “Implementation Grant” or a “Planning Grant”; and

WHEREAS, on August 24, 2017, the Strategic Growth Council adopted a program timeline indicating that full applications for an Implementation Grant are due November 30, 2017; and

WHEREAS, the City of Ontario and the undersigned parties intend to submit a full application for an Implementation Grant; and

WHEREAS, in furtherance of that application, the City of Ontario and the undersigned parties now wish to enter into a Memorandum of Understanding that establishes a “Collaborative Stakeholder Structure” for the administration of Transformative Climate Communities Program (“TCC”) grant funds, should the City of Ontario be designated as the third location for funding.

**NOW, THEREFORE**, in consideration of the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the undersigned parties, as potential participants in the State of California’s Transformative Climate Communities Program, hereby agree to the following terms and responsibilities for administration of the grant program as follows:

1. Incorporation of Recitals. The Parties hereby affirm and incorporate by reference into this Memorandum of Understanding (MOU) the Recitals set forth above.
2. Definitions.
  - a. “TCC” shall mean the Transformative Climate Communities grant program.
  - b. “Applicants” shall mean the City of Ontario and all Co-Applicants who submit an application for TCC grant funding.
  - c. “Lead Applicant/Grantee” shall mean the City of Ontario, a general law city and municipal corporation duly organized and existing under the California Constitution and laws of the State of California.
  - d. “Co-Applicant/Partner” shall mean all entities legally incorporated in the State of California that act conjointly with the City of Ontario for the purpose of applying for, and ultimately implementing, a TCC grant.
  - e. “Healthy Ontario TCC Neighborhood Council” shall mean the advisory community group that shall provide guidance and input on the administration and implementation of the grant program.
  - f. “Ontario Transformative Climate Community Trustees” shall mean the collaborative stakeholder group responsible for overseeing implementation of the grant program, including the Indicator Tracking Plan, the Displacement Avoidance Plan, and the Community Engagement Plan submitted as part of the application for the grant. This group The Grantee and all Partners shall be part of this group, along with an advisory member from the Healthy Ontario TCC Neighborhood Council.

- g. “City of Ontario” shall mean the City, its employees, agents, or other designees assigned by the City Manager or the Ontario City Council.
  - h. “MOU” shall mean this Memorandum of Understanding, as executed between the City of Ontario and all Co-Applicant/Partners.
  - i. “Grant Term” shall mean a period of three (3) years beginning from the date of execution of a grant agreement between the City of Ontario and the State of California as well as for the term of any required “Reporting Period” of up to five (5) additional years.
- 3. Term. The term of this MOU shall be from the date first set forth above until the announcement of grant recipients by the State of California. If the State of California selects the City of Ontario as a grant recipient, the term of this MOU shall be extended for the entirety of the Grant Term. This MOU shall remain in effect until all rights, duties, and responsibilities of the parties are exhausted. If the State of California does not select the City of Ontario as a grant recipient, all rights, duties, and responsibilities accorded to the parties as part of this MOU shall be considered null and void.
- 4. Identification of Roles. The City of Ontario shall be the “Lead Applicant”/“Grantee” and all other undersigned parties shall be “Co-Applicants”/“Partners” for the application and administration of the grant.
- 5. Governance.
  - a. Organization Structure.

The grant program shall be implemented and administered by the City of Ontario in partnership with the undersigned Partners in a collaborative stakeholder group: the Ontario Transformative Climate Community Trustees (or “OTCCT”). The City of Ontario and all undersigned Partners recognize the vital role of the community in the successful implementation of the grant program. Accordingly, the OTCCT shall actively promote community engagement and shall work in conjunction with an advisory community based group: the Healthy Ontario TCC Neighborhood Council (or “Neighborhood Council”). The OTCCT and the Neighborhood Council shall have specified powers, as described below.
  - b. Ontario Transformative Climate Community Trustees.
    - i. Membership. Membership in the OTCCT shall be comprised of the Grantee and all Partners.

A. Grantee.

The City of Ontario shall serve as the Grantee.

B. Partners.

Partners shall assist the City of Ontario in administration of the grant program through direct management of projects and through participation in the OTCCT.

ii. Powers.

A. Implementation. The OTCCT shall be responsible for programmatic oversight and administration of the grant program. Oversight responsibility specifically concerns adherence to:

1. The overall work plan, timelines, and budgets as approved as part of the executed grant program contract agreement with the State of California;
2. The Indicator Tracking Plan, Displacement Avoidance Plan, and Community Engagement Plans as included as part of the application for grant program funding;
3. The goals and broader intentions of the grant program;
4. Any obligations stemming from this MOU.

iii. Meetings

A. Schedule.

The City of Ontario shall provide for regular, adjourned regular, and special meetings of the OTCCT, provided, however, that at least one regular meeting shall be held in each year. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by majority agreement of the OTCCT members and a copy of the resolution shall be posted on the publicly accessible website of the OTCCT.

B. Special Meetings.

Special meetings may be called at the request of: (1) the City of Ontario; (2) any two Partners; or (3) the Healthy Ontario TCC Neighborhood Council.

C. Transparent Decision-Making Processes/Meeting Facilitation Procedures.

1. The OTCCT shall maintain a publicly accessible website with information about both the overall grant program and all individual projects. The website shall include a section which provides the public opportunity to communicate with the OTCCT.
2. The OTCCT shall post agendas and meeting information on its publicly accessible website at least seventy-two (72) hours before the convening of any regular meeting.
3. The OTCCT shall post agendas and meeting information on its publicly accessible website at least twenty-four (24) hours before the convening of any special meeting.
4. All meetings of the OTCCT and the Healthy Ontario TCC Neighborhood Council shall be open to the public.
5. Minutes of each meeting shall be recorded and posted on the publicly accessible website of the OTCCT.

c. Process for Involving Community Representatives in Decision-Making.

The OTCCT shall be responsible to actively seek out the input of the community, including specified community groups during the administration of the grant program. The community shall have a permanent and ongoing opportunity to provide feedback to the OTCCT through the Healthy Ontario Neighborhood Council (or “Neighborhood Council”), a regularly-meeting body convened by the City of Ontario and community leaders. Meetings of the Neighborhood Council shall be open to all members of the public, and shall be noticed online and to any email lists of individuals seeking meeting notices. The Neighborhood Council shall have the right to convene meetings of the OTCCT to provide accountability. A designee of the Neighborhood Council shall sit in advisory capacity on the OTCCT.

iv. Legal and Financial Considerations.

- a. The terms and responsibilities for administration and implementation of projects funded by the grant program shall be set out in Exhibit A to this MOU, attached hereto and incorporated herein by this reference.
- b. Partners assume full legal and financial responsibility for the implementation of projects, including, amongst other duties, obtaining all insurances, permits, leases, equipment, and regulatory approvals as may be necessary or prudent. The execution of this MOU in no way memorializes an intent of the City of Ontario to assume any liabilities to the Partners.
- c. The City of Ontario shall not be liable for the actions, omissions, or financial obligations of a Partner(s) taken in furtherance of the implementation of the grant program.

v. Termination of Agreement. The City of Ontario or Omnitrans may, by written notice, terminate the whole or any part of this Agreement at any time by giving written notice of termination and specifying the effective date thereof.

vi. Issues of Mutual Understanding. It is mutually understood and agreed by and between the Parties that this MOU will serve to form the basis of services provided, but recognizes that this is a living document, open to revisions and updates per mutual evolution of the needs of the City of Ontario and of each partner, and subject to approval of the State of California.

vii. Indemnification. To the fullest extent permitted by law, Omnitrans and all its employees, agents, and officers agree to defend, protect, indemnify, and hold free and harmless the City of Ontario and any and all of its officials, employees, and agents from any and all claims, demands, causes of action, costs, expenses, liability, losses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged negligent acts, errors or omissions, or willful misconduct of Omnitrans, its officials, employees, or agents in connection with the performance of this MOU, including, without limitation, the payment of all expert witness fees, reasonable attorneys' fees, judgment, and other related costs and expenses.

viii. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of

any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this MOU.

- ix. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
- x. Governing Law and Venue. This MOU shall be governed by the laws of the State of California without regard to conflicts of laws principles. Venue shall be in San Bernardino County, California.

**SIGNATURES ON FOLLOWING PAGE**

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

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

**CITY OF ONTARIO**

By: \_\_\_\_\_  
Al C. Boling, City Manager

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

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Best Best & Krieger LLP, City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

**OMNITRANS**

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

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

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

ITEM #           E8          

**DATE:** October 24, 2017

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

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

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

**SUBJECT: COOPERATIVE AGREEMENT BETWEEN OMNITRANS AND SBCTA  
FOR THE WEST VALLEY CONNECTOR PROJECT**

**FORM MOTION**

Recommend to the Board of Directors to authorize CEO/General Manager to execute Contract 17-1001638 between San Bernardino County Transportation Authority (SBCTA) and Omnitrans for Environmental Clearance, Design, Right-of-Way, Construction, and Project Closeout Phases for West Valley Connector Project. Under this Cooperative Agreement, Omnitrans will contribute funding to SBCTA not to exceed a total of \$32,785,969.00 to the project.

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

**BACKGROUND**

On November 4, 2015, the Omnitrans Board of Directors awarded Contract MKP15-37 to Parsons Transportation Group, Inc. (Parsons) for Architectural, Engineering and Final Design Services for the West Valley Connector Project. Omnitrans and Parsons proceeded with the work and completed 30% design work and an administrative draft environmental document.

On January 4, 2017, the Omnitrans Board of Directors approved a motion directing staff to develop a Cooperative Agreement with SBCTA, designating SBCTA as the lead agency for Environmental Clearance, Design, Right-of-Way Acquisition and Construction of the West Valley Connector. On July 12, 2017, the Omnitrans Board of Directors approved Assignment, Assumption, and Amendment Agreement No. 17-1001636 with SBCTA for Omnitrans' assignment and SBCTA's assumption of the remainder of the contract with Parsons Transportation Group, Inc. for Architectural, Engineering, and Final Services for the West Valley Connector, in the remaining unspent amount of \$9,837,512.11.

The attached draft Cooperative Agreement states that SBCTA will lead Project Environmental Clearance, Design, Right-of-Way Acquisition, Construction, and Project Closeout work, with

input and consultation from Omnitrans. SBCTA will also contribute a total amount not to exceed \$95,000,000.00 from Measure I BRT funds toward the project. Project cost estimate and expected funding sources are shown in Attachment B of the attached cooperative agreement.

Omnitrans will also be able to bill SBCTA for staff time for fulfilling Omnitrans' responsibilities under the agreement, up to a maximum amount of \$1,125,544.00 (which includes \$111,530.00 already spent during preliminary design and environmental phases).

### **FUNDING SOURCE**

Omnitrans will contribute a total not to exceed \$32,785,969.00 to the project, which includes the \$3,522,226.00 that Omnitrans already spent completing 30% design work and draft environmental document. Omnitrans' funding sources and remaining amounts are shown in the table below.

<b>FUNDING</b>	<b>GRANT</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>ORIGINAL AMOUNT</b>	<b>REMAINING AMOUNT</b>
FTA – federal portion of Mid-Valley land value	TBD	TBD	West Valley Connector	TBD	\$ 20,078,726.00	\$ 20,078,726.00
FTA	CA-90-Z122	FY 2014	West Valley Connector	H1430904F	\$ 3,718,630.00	\$ 824,346.53
FTA 5309 earmark	CA-04-0152-00	FY 2010	Ontario Transit Station	C1010102F	\$ 187,686.00	\$ 187,686.00
Federal CMAQ or 5339	TBD	TBD	West Valley Connector	TBD	\$ 1,622,984.00	\$ 1,622,984.00
Local portion of Mid-Valley land value	TBD	TBD	West Valley Connector	TBD	\$ 5,019,681.00	\$ 5,019,681.00
Local	12-09-OMN-B	FY 2012	West Valley Connector	D0910301S	\$ 38,992.00	\$ 0.00
Local	12-09-OMN-B	FY 2012	West Valley Connector	D0210301S	\$ 125,320.00	\$ 0.00
Local	12-09-OMN-B	FY 2012	West Valley Connector	D0810301S	\$ 854,276.00	\$ 399,145.90
Local	S-1205-49	FY 2012	West Valley Connector	D0910301L	\$ 223,558.00	\$ 215,057.57
Local	S-1205-49	FY 2012	West Valley Connector	D0210301L	\$ 155,677.00	\$ 155,677.00
Local	S-1304-18	FY 2012	West Valley Connector	D0710301L	\$ 100,000.00	\$ 100,000.00
Local	S-1304-18	FY 2012	West Valley Connector	D0310301L	\$ 606,094.00	\$ 606,094.00
Local	12-09-OMN-B	FY 2012	West Valley Connector	C0910102S	\$ 54,345.00	\$ 54,345.00
<b>TOTAL</b>					<b>\$ 32,785,969.00</b>	<b>\$ 29,263,743.00</b>

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

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

## **CONCLUSION**

Staff recommends that the Board of Directors authorize CEO/General Manager to execute Contract Number 17-1001638 between San Bernardino County Transportation Authority (SBCTA) and Omnitrans for Environmental Clearance, Design, Right-of-Way, Construction, and Project Closeout Phases for West Valley Connector Project. Under the agreement, Omnitrans will contribute funding not to exceed a total of \$32,785,969.00 to the project.

PSG:WW:AMJ

Attachments

**CONTRACT NUMBER 17-1001638**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**and**

**OMNITRANS**

**FOR**

**ENVIRONMENTAL CLEARANCE, DESIGN, RIGHT-OF-WAY (ROW),  
CONSTRUCTION, AND PROJECT CLOSEOUT PHASES FOR PHASE 1 OF THE  
WEST VALLEY CONNECTOR PROJECT**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_, 2017, by and between the San Bernardino County Transportation Authority (“SBCTA”) and OMNITRANS (“OMNITRANS”). SBCTA and OMNITRANS may be referred to herein individually as a “Party” and collectively as the “Parties”.
- B. This Agreement shall terminate upon completion of SBCTA’s management of the environmental clearance, design, right-of-way (ROW), construction, and project closeout or December 31, 2024, whichever is earlier, except that the indemnification provisions of this Agreement shall remain in effect until terminated or modified, in writing, by mutual agreement of the Parties.

**II. RECITALS**

- A. WHEREAS, on January 4, 2017, the SBCTA Board of Directors directed staff to develop a Cooperative Agreement with OMNITRANS, designating SBCTA as the lead agency for Environmental Clearance, Design, Right-of-Way Acquisition, Construction, and Project Closeout work for the West Valley Connector (WVC) Project (PROJECT); and
- B. WHEREAS, on May 3, 2017, the SBCTA Board of Directors directed staff to proceed with a phased approach to deliver the PROJECT as depicted in ATTACHMENT E; and

- C. WHEREAS, the Parties desire to enter into this Agreement to define the roles and responsibilities of the Parties for the development and construction of the PROJECT; and
- D. WHEREAS, the PROJECT is located in Los Angeles and San Bernardino Counties and traverses the Cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana; and
- E. WHEREAS, in November 2015, OMNITRANS entered into a contract with Parsons Transportation Group, Inc., for the Architectural, Engineering and Final Design Services for the PROJECT which was transferred to SBCTA through an Assignment, Assumption, and Amendment Agreement (AAA), SBCTA Contract Number 17-1001636, executed on August 16, 2017; and
- F. WHEREAS, the contract transferred to SBCTA through the AAA agreement does not include the Environmental Clearance, Design, or Construction Administration of the new vehicle maintenance facility; and
- G. WHEREAS, in the AAA, OMNITRANS assigned to SBCTA and SBCTA assumed all tasks not associated with the Active Transportation Program (ATP), and OMNITRANS remains responsible for administration of ATP-related tasks through a separate agreement between OMNITRANS and PARSONS. The ATP is scheduled to begin construction in 2018, ahead of the PROJECT; and
- H. WHEREAS, OMNITRANS will operate and maintain the WVC service resulting from implementation of the PROJECT; and
- I. WHEREAS, SBCTA is the lead agency responsible for the delivery of the PROJECT and the primary funding agency for the PROJECT; and
- J. WHEREAS, inclusion of the dedicated lanes along Holt Boulevard are dependent upon securing sufficient funding; and
- K. WHEREAS, OMNITRANS is the FTA grantee for the San Bernardino Valley and SBCTA will be a sub-recipient to OMNITRANS for receipt of FTA funds programmed and allocated to the PROJECT; and
- L. WHEREAS, the overall funding available for transit services in the San Bernardino Valley is fiscally constrained; and
- M. WHEREAS, one purpose of this AGREEMENT is to establish, as designated recipient of FTA funds, OMNITRANS' satisfactory continuing control over PROJECT Property (which consists of assets improved with FTA funds, including

sidewalk and curb ramps) and to establish the respective rights and obligations of the Parties in connection with this AGREEMENT as stated in Attachment F.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree to the following:

### **III. RESPONSIBILITIES OF SBCTA**

SBCTA agrees:

- A. To perform its Covenants and Responsibilities set forth in Article II of MOU 15-1001289 and all other obligations and covenants under MOU 15-1001289, the terms of which are incorporated herein by reference, in addition to the obligations and covenants outlined in this Agreement.
- B. To be lead agency and to diligently undertake Project Environmental Clearance, Design, Right-of-Way Acquisition, Construction, and Project Closeout work for the PROJECT, as further described in Attachment A and per the anticipated schedule shown in Attachment C, including the selection and retention of experienced and qualified consultants, with input and consultation from OMNITRANS, in accordance with all applicable procurement laws and policies. Performance of services under these consultant contracts shall be subject to the technical direction of SBCTA's Director of Transit and Rail, or her designee, with input and consultation from OMNITRANS.
- C. That SBCTA and/or its CONTRACTORS has or will have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete PROJECT. SBCTA and/or its CONTRACTORS shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
- D. To maintain all books, papers, records, and accounting records, including but not limited to all direct and indirect costs allocated to the PROJECT, cost proposals with backup data, and all other material relating to the PROJECT. SBCTA shall, upon request, make all such materials available to OMNITRANS, any representative of FTA or the federal government or their designees, at any reasonable time during the term of the Agreement and continuing for three (3) years from the date of final payment to SBCTA for project expenses. Any contract entered into as a result of this Agreement shall contain all of the provisions of this paragraph.
- E. SBCTA and its contractor(s) will provide OMNITRANS the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
- F. SBCTA will provide OMNITRANS a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements, if requested.

- G. To ensure all memoranda of understanding with local jurisdictions necessary for implementation and maintenance of PROJECT features are executed, in coordination with OMNITRANS' Designated Representative, including continuing control agreements to ensure FTA's continuing control over any property or assets paid for with FTA funds;
- H. To coordinate with the City of Ontario for first and second level reviews related to necessary property acquisitions, to provide all support documents for public hearings related to adoption of Resolutions of Necessity, and to conduct all such hearings, in the event efforts to acquire properties through voluntary acquisition are not successful.
- I. To provide all necessary ROW services to acquire right-of-way for the PROJECT through negotiated purchases of property, or if necessary, through eminent domain. Voluntary acquisitions may be acquired in the name of the jurisdiction in which the property lies.
- J. To contribute to the costs of PROJECT Management, Planning, Environmental, Design, ROW, Construction, and Project closeout phases of the PROJECT an amount not to exceed \$95,000,000.00, as shown in Attachment B. The costs of specific phases are provided in Attachment B, however, under no circumstance is the total combined SBCTA contribution to exceed \$95,000,000.00 without an amendment to this Agreement.
- K. To prepare and submit to OMNITRANS one electronic signed invoice for reimbursement of eligible PROJECT expenses, in order to be reimbursed by OMNITRANS. Invoices may be submitted to OMNITRANS as frequently as every month (to be turned in by the 15th of the month) according to the payment schedule described within Attachment B. The invoice submitted by SBCTA shall be signed by an authorized agent who can duly certify the accuracy of the included information. SBCTA shall not invoice OMNITRANS for an amount in excess of OMNITRANS' maximum obligation of \$32,785,969.00 (\$3,522,226.00 of which has already been spent). SBCTA shall electronically submit the invoice to OMNITRANS' Designated Representative. Each invoice shall include the following information:
  - i. Agreement Number 17-1001638;
  - ii. The total of PROJECT expenditures shall specify the percent and amount of funds to be reimbursed, and include support documentation for all expenses invoiced in consideration of FTA audit requirements;
  - iii. Such other information as requested by OMNITRANS.
- L. To reimburse OMNITRANS for the actual allowable PROJECT management costs relative to the project. Invoices may be submitted to SBCTA as frequently as every month (by the 20<sup>th</sup> of the month) according to the payment schedule described within Attachment B.

- M. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (“GAAP”) to support SBCTA’s request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, Design, ROW, Construction, Landscape Maintenance, and PROJECT closeout work elements, and to produce monthly reports which clearly and accurately identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCTA.
- N. To include designated representatives of OMNITRANS in Project Development Team (PDT) meetings and related communications on PROJECT progress, and to provide OMNITRANS copies of PDT meeting minutes and action items.
- O. To provide OMNITRANS adequate time to review and comment on the Environmental, Design, ROW, Construction, and closeout documents, including the operating and maintenance plan.
- P. To seek and consider input from OMNITRANS’ Designated Representative on PROJECT design features related to OMNITRANS’ operational needs and technology needs at critical points in the PROJECT development, such as the 65% and 90% design submittals, and during development of the operating and maintenance plan for PROJECT.
- Q. To provide to OMNITRANS a summary of all comments and responses on the 65%, 90%, and 100% design packages, including comments made by OMNITRANS, the five cities, and any other stakeholders.
- R. To extend an invitation to OMNITRANS’ Designated Representative to any meetings with stakeholders, the five cities through which the Project traverses, or the FTA, that involve critical design decisions that affect operation of the PROJECT.
- S. To work with OMNITRANS to ensure that the PROJECT design meets OMNITRANS’ operational needs.
- T. To cooperate with OMNITRANS to ensure that any technology specified for the PROJECT is compatible with OMNITRANS’ existing systems and/or will meet OMNITRANS’ technological needs.
- U. To provide to OMNITRANS any other reporting or documentation required by the FTA.
- V. To coordinate with OMNITRANS’ Designated Representative, if needed, for cross-promotion and coordination of public outreach and public information related to the PROJECT.
- W. To keep OMNITRANS’ designated staff representative apprised of any potential controversial issues that are likely to surface as public or elected official comments/communications, so the Parties can coordinate communications/responses.

- X. To plan for and assist in identifying operating and capital funding to pay for the additional service resulting from implementation of the PROJECT, including the proposed additional frequency (15 minute peak and 30 minute off-peak) on local Route 81 or any other increased local bus service agreed to as part of this PROJECT.
- Y. SBCTA shall comply with all applicable FTA grant funding requirements, including, but not limited to, all FTA requirements regarding bidding and contract administration. In addition, SBCTA shall ensure that the PROJECT activities are conducted in accordance with all applicable state, federal and local laws, rules and regulations, with all due diligence, and in a skillful and competent manner. SBCTA will ensure all PROJECT delivery is performed in compliance with FTA's Third Party Contracting Guidance, Circular 4220.1F, and all other applicable requirements as described in this Agreement.
- Z. If it is determined pursuant to an FTA audit that SBCTA has improperly expended any funds provided by OMNITRANS pursuant to this Agreement, SBCTA shall, at the direction of OMNITRANS, reimburse the full amount of such improperly expended funds to FTA or OMNITRANS within thirty (30) days of OMNITRANS' written notice.

#### **IV. RESPONSIBILITIES OF OMNITRANS**

OMNITRANS agrees:

- A. To continue to perform its Responsibilities and Covenants set forth in Article III of MOU 15-1001289 and all other obligations and covenants under MOU 15-1001289, the terms of which are incorporated herein by reference, in addition to the obligations and covenants outlined in this Agreement.
- B. As the FTA grantee, to submit FTA grant applications, mutually agreed upon with SBCTA, for PROJECT implementation needs, and to pass through to SBCTA any FTA grant funds awarded for the PROJECT.
- C. To sign all documents related to any grant application and award, upon receipt of assurances from SBCTA as OMNITRANS may reasonably require.
- D. To contribute to the PROJECT an estimated amount of \$32,785,969.00 (\$3,522,226.00 of which has already been spent) toward the Environmental, Design, ROW, Construction, and Project closeout phases of the PROJECT cost and Project Management of PROJECT, as shown in Attachment B. The costs of specific phases are provided in Attachment B; however, under no circumstances is the total combined OMNITRANS contribution to exceed \$33,437,562.00 without an amendment to this Agreement.
- E. To reimburse SBCTA in the first full week of the month, if SBCTA has submitted its invoice by the 15<sup>th</sup> of the preceding month, covering those actual allowable PROJECT expenditures and management costs incurred by SBCTA. Invoices may be

submitted to OMNITRANS as frequently as every month (by the 15<sup>th</sup> of the month) according to the payment schedule described within Attachment B.

F. In order for OMNITRANS to be reimbursed for OMNITRANS' project management costs relative to PROJECT, OMNITRANS agrees:

- i. To prepare and submit to SBCTA a monthly invoice, by the 20th of each month, with supporting documentation. OMNITRANS' invoice shall include allowable PROJECT costs incurred and paid for by OMNITRANS. The invoice submitted by OMNITRANS shall be signed by an authorized agent who can duly certify the accuracy of the included information.
- ii. The invoice shall be submitted on OMNITRANS' letterhead.
- iii. The invoice shall be submitted by OMNITRANS, in duplicate, to SBCTA's Accounts Payable department. OMNITRANS shall consult with SBCTA's Project Manager about questions regarding non-reimbursable expenses. Each invoice shall include the following information:
  1. Agreement Number 17-1001638;
  2. The total of PROJECT expenditures shall be itemized and include supporting documentation for all expenses invoiced;
  3. Such other information as requested by SBCTA;
  4. That total payments shall not exceed the maximum obligation for OMNITRANS project management costs estimated at \$1,125,544.00 (which includes \$111,530.00 already spent) as identified in Attachment B.

G. To designate a responsible staff member (Designated Representative) in coordinating the involvement of OMNITRANS' departments, attending the PDT meetings, receiving day-to-day communication, and reviewing the PROJECT documents. The OMNITRANS Designated Representative shall:

- i. Provide input on scopes of work for consultants and sit on consultant selection panels;
- ii. Provide OMNITRANS' input and concurrence on the operating and maintenance plan;
- iii. Provide OMNITRANS' input and concurrence on proposed technology for PROJECT;
- iv. Coordinate with SBCTA staff and city staff to execute the required local jurisdiction memorandums of understanding for implementation and maintenance of PROJECT features;
- v. Review and comment on draft and final design plan submittals within twenty-one (21) working days of receipt of the same from SBCTA;

- vi. Provide SBCTA any requested data or information relevant to PROJECT, as quickly as feasible;
  - vii. Provide SBCTA any reasonably requested information relevant to PROJECT regarding planned local bus route operating scenarios;
  - viii. Keep SBCTA's designated staff and consultant representative(s) apprised of any communications with outside stakeholders about the PROJECT, particularly related to any potential controversy or points of conflict related to the PROJECT;
  - ix. Assist SBCTA in actively seeking funding sources for the PROJECT;
  - x. Submit applications for funding sources as the applicant agency if SBCTA is not an eligible applicant for the particular funding source, provided SBCTA timely provides the information needed for the grant application and OMNITRANS concurs with the grant terms; and
  - xi. As the funding recipient/applicant, support SBCTA in reporting to FTA or other funding agencies.
- H. OMNITRANS' Designated Representative is authorized to act on behalf of OMNITRANS for purposes of implementing this Agreement.
- I. Coordinate with SBCTA staff as appropriate to resolve PROJECT matters that arise from any City comments or complaints if required.
- J. To participate in pre-bid, pre-construction, and construction meetings, service startup and system testing procedures, commissioning, punchlist job walks, acceptance procedures, etc., for the PROJECT.
- K. To provide adequate operators, maintenance personnel, and resources necessary to support the punchlist, startup, testing, and commissioning of the PROJECT.
- L. To own and maintain the vehicles, maintenance facility, and station amenities that will be purchased or constructed as part of the PROJECT.
- M. To implement the proposed additional frequency (15 minute peak and 30 minute off-peak) service along existing Route 81 in the City of Rancho Cucamonga between Ontario Mills and Chaffey College at such a time agreed to with SBCTA, contingent on available funding for this level of service.
- N. To provide accurate operating cost estimates (to the best of OMNITRANS' knowledge at the time based on information provided by Parsons Transportation Group, Inc. under the contract assumed by SBCTA pursuant to the AAA agreement) to ensure services to be implemented are within the long-term fiscally constrained revenue projections.
- O. OMNITRANS shall comply with all requirements of the FTA Master Agreement, including submission to the FTA, on a quarterly basis, of reports that document the

status of the PROJECT implementation progress, including task completion status and budget status, provided that SBCTA has timely submitted such information to OMNITRANS as required under this Agreement.

- P. To accept title to properties lawfully acquired and necessary for the completion of the PROJECT and identified in approved PROJECT documents as being turned over to Omnitrans upon: (i) close of escrow for voluntary purchases, or (ii) within thirty (30) days of presentation of quitclaim deeds for property acquired by SBCTA through eminent domain.

## **V. MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, and policies in the applicable program in the Measure I 2010-2040 Strategic Plan in effect as of the Effective Date.
- B. Eligible PROJECT reimbursements shall include only those costs shown within Attachment B and shall be paid in accordance with the Payment Schedule set forth in Attachment B for PROJECT-specific work activities that are described in this Agreement, and shall not include escalation or interest.
- C. Any changes to planned operating costs or operating scenarios affecting operating cost (frequency, span of service, length of route, travel time, number of vehicles, etc.) must be agreed to by both agencies, and any increased allocation to be funded under this Agreement must be approved by the SBCTA Board of Directors.
- D. All eligible and approved costs incurred during each phase of the PROJECT, as required to complete said phase, shall be reimbursed through the funding identified. In addition, should some unforeseen circumstance beyond the control of the Parties occur, such as a loss in PROJECT funding during any phase of the PROJECT, then either Party may give written notice of its intent to cancel its funding commitment through an amendment or termination of the Agreement, and all eligible costs to date will be reimbursed through the available funds identified for the PROJECT. In the event of such a loss of funding, OMNITRANS shall authorize full payment to the SBCTA for all services performed which have been previously approved and actually incurred by SBCTA at the time of termination, which amount shall not exceed the reasonable value of the work completed. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion.
- E. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by OMNITRANS under or in connection with any work, authority or jurisdiction delegated to OMNITRANS under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, OMNITRANS shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees

or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by OMNITRANS under or in connection with any work, authority or jurisdiction delegated to OMNITRANS under this Agreement.

- F. Neither OMNITRANS nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA and under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless OMNITRANS, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA, its consultants, contractors or agents under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement.
- G. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- H. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Party and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- I. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow and keep apprised of all applicable local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- J. The Parties agree that each Party and any authorized representative, designated in writing by the respective Party, upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates, or b) PROJECT completion, whichever occurs first.
- K. If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- L. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- M. Due to the specific nature of the responsibilities and obligations of the Parties under this Agreement, neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party

without the prior written consent of the other Party, which consent may be withheld in its sole and absolute discretion. Any attempt of assignment without the other Party's consent shall be deemed void and of no force and effect.

- N. No waiver of any default shall constitute a waiver of any covenant or condition of this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- O. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorneys' fees relative to paragraphs E and F (related to Indemnity) of this Section V.
- P. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement shall be effective on the date it is fully executed by SBCTA and OMNITRANS ("Effective Date").
- Q. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

## **VI. ADDITIONAL PROVISIONS**

- A. AMENDMENTS: No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successor in interest, expressing by its terms an intention to modify this Agreement.
- B. SUCCESSORS: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- C. EXHIBITS AND ATTACHMENTS: All exhibits and attachments referred to in this Agreement are attached and incorporated by reference.
- D. CAPTIONS AND COVER PAGE: The paragraph captions and the cover page of this Agreement shall have no effect on its interpretations.
- E. SEVERANCE: If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect, provided, however, that the purpose of the Agreement is not frustrated. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

F. NOTICES: Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail or email. Any such notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated two (2) working days from the time of mailing if mailed as provided in this paragraph, and upon delivery, if personally delivered. Notice given by electronic mail must be confirmed by return electronic mail to be deemed effective.

OMNITRANS's address: P. Scott Graham  
Chief Executive Officer/General Manager  
1700 West Fifth Street  
San Bernardino, CA, 92411  
[Scott.Graham@omnitrans.org](mailto:Scott.Graham@omnitrans.org)

SBCTA's address: Carrie Schindler, PE  
Director of Transit and Rail Programs  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410  
[cschindler@gosbcta.com](mailto:cschindler@gosbcta.com)

G. SURVIVAL: The obligations of the Parties, which, by their nature, continue beyond the term of this Agreement, will survive the termination of this Agreement.

H. INTERPRETATIONS: As this Agreement was jointly prepared by both Parties, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either Party hereto.

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 17-1001638  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and OMNITRANS**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**OMNITRANS**

By: \_\_\_\_\_  
Alan D. Wapner  
Board President

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

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

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

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julianna K. Tillquist  
Assistant General Counsel

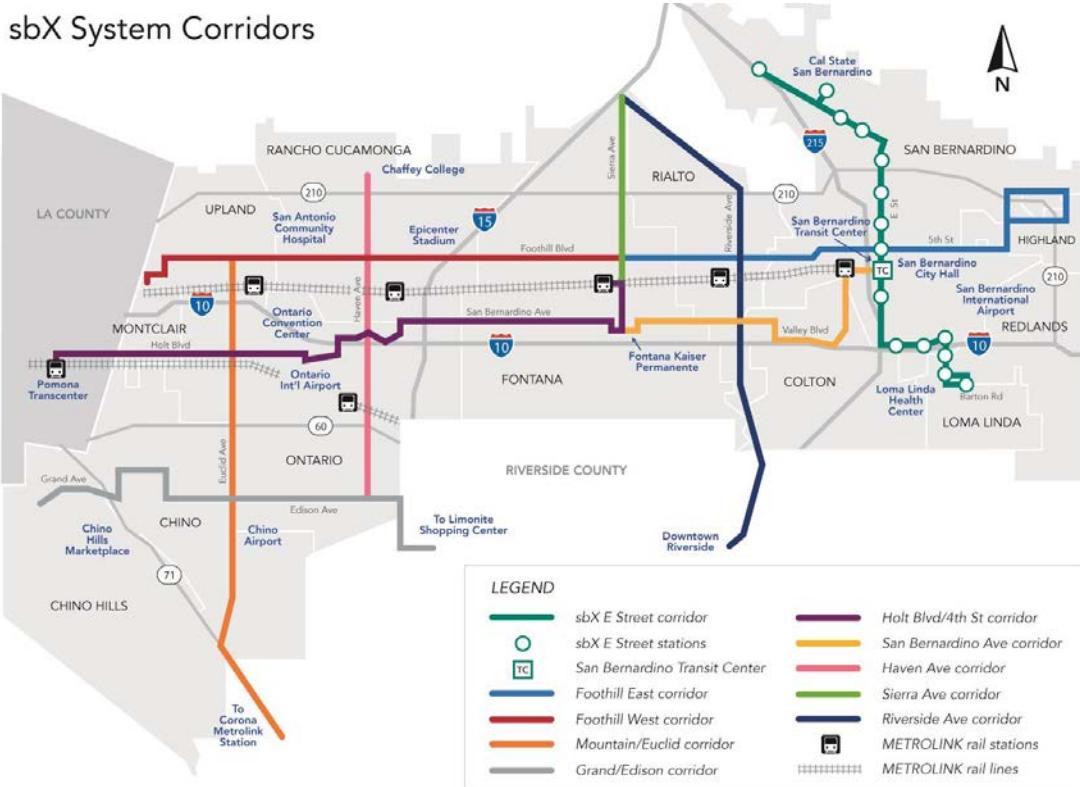
By: \_\_\_\_\_  
Haviva Shane  
Omnitrans General Counsel

CONCURRENCE:

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

## Attachment A Project Scope

- A. The West Valley Connector Corridor is a Bus Rapid Transit line located in the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. The purpose of the Project is to improve the speed and quality of public transit service in the western San Bernardino Valley.
- B. The West Valley Connector Corridor will be the second bus rapid transit line to be operated by Omnitrans as part of the sbX (San Bernardino Valley Express) bus rapid transit system. The first corridor, the “E Street” sbX Green Line, began operating in the cities of San Bernardino and Loma Linda in April 2014. The corridor system map is shown below.



- C. The West Valley Connector Corridor alignment (shown as Attachment C) is proposed to be constructed in two phases. Each of the phases combines portions of up to four of the corridor alignments identified in Omnitrans’ System-wide Transit Corridors Plan for the San Bernardino Valley, produced in 2004 and updated in 2010. These corridors are currently covered by portions of Omnitrans’ existing Routes 61 and 66, two of the highest-ridership routes in Omnitrans’ system.
  - i. Phase 1 (Pomona Downtown Stations to Rancho Cucamonga Victoria Gardens) will combine portions of the “Holt / 4th St” corridor and the “Foothill West” corridor.

- ii. Phase 2 (Ontario Airport to Fontana Kaiser) will combine portions of the “Holt / 4th St” corridor, the “Haven Ave” corridor, the “Foothill West” corridor, and the “Sierra Ave” corridor.
- D. The Alternatives Analysis Summary Report completed by Parsons Transportation Group in September 2014 outlined the feasible alternatives studied for the corridor. The alternatives were subsequently adjusted and the SBCTA Board of Directors approved the recommended alternative on May 3, 2017. It includes the two-phased alignment and station locations shown in Attachment C, as well as the project components listed below.
  - i. Pedestrian improvements for access to stations, including concrete boarding area;
  - ii. Stations consisting of the following station components:
    - a. sbX branded pylon;
    - b. Shelter/canopy with wind screen;
    - c. Benches;
    - d. Map/schedule/advertising illuminated display case;
    - e. Pedestrian wayfinding signage;
    - f. Trash receptacle;
    - g. Variable message sign;
    - h. Lighting;
    - i. Functional public art at select stations;
    - j. Minimal landscaping at stations;
    - k. Reinforced concrete bus pads in outside lane pavement;
    - l. Surveillance cameras, emergency telephones, and public address system;
  - iii. Center-running dedicated lanes along 3.5 miles of Holt Boulevard in the City of Ontario, including right-of-way acquisition, widening, and utilities, and construction of six 6 center median stations. This component is dependent on securing adequate funding.
  - iv. New Maintenance Facility appropriate for maintaining and storing the West Valley Connector Phase 1 alignment vehicles.
  - v. Purchase of new vehicles as needed for Phase 1 alignment of the West Valley Connector project.
  - vi. Transit signal priority (TSP) system;
  - vii. Any utility work necessary for all components of the Project;
  - viii. Equipment shall be compatible with Omnitrans’ existing systems, and meet the needs of Omnitrans’ departments, customers, and each of the five cities. Everything specified in the project design must be compliant with applicable laws and consistent with the below-listed guidance and regulations:

- a. Omnitrans Transit Design Guidelines (2013) - <http://www.omnitrans.org/about/reports/>
  - b. Crime Prevention Through Environmental Design - Crime Prevention Through Environmental Design (CPTED) for Transit Facilities, APTA SS-SIS-RP-007-10, Approved June 24 , 2010, APTA Transit Infrastructure, Security Work Group
  - c. Americans with Disabilities Act – current design standards per FTA and State of California
  - d. Current FTA Circular 4220.1F, including Buy America 49 CFR Part 661, NEPA, and Section 5309 Capital Investment Grants (Small Starts) guidance
  - e. Current State of California guidance including Caltrans Highway Design Manual, Manual on Uniform Traffic Control Devices, CEQA guidance, and any relevant State legislation
- E. The above-listed project scope is flexible and may be amended in writing through an amendment to this Agreement.

**Attachment B**  
**Project Capital Costs and Funding Shares**

<b>PRELIMINARY ESTIMATED CAPITAL COST</b>	
<b>Phase</b>	<b>Costs<sup>1</sup></b>
<b>WVC Corridor</b>	
Environmental & Design	\$ 8,488,045
Right-of-Way and Utilities	\$ 77,886,509
Construction Support	\$ 8,987,895
Construction Capital	\$ 69,288,666
Vehicles	\$ 23,730,000
Subtotal	\$ 188,381,115
<b>Bus Maintenance &amp; Storage Facility</b>	
Environmental and Design	\$ 2,100,000
ROW and ROW Support	\$ 3,587,500
Construction Support	\$ 1,969,922
Construction Capital	\$ 15,759,375
Subtotal	\$ 23,416,797
<b>Program</b>	
Program Management	\$ 5,976,544
Omnitrans Project Management	\$ 1,125,544
Subtotal	\$ 7,102,088
<b>Capital Cost Total</b>	<b>\$ 218,900,000</b>

<sup>1</sup>Costs are based on preliminary project cost estimate approved at SBCTA BOD on May 3, 2017 which includes a 2.5% escalation rate compounded annually.

**Attachment B**  
**Project Capital Costs and Funding Shares**

<b>CAPITAL FUNDING SHARES</b>	
<b>Secured Sources</b>	
<b>SBCTA</b>	
Measure I BRT	\$ 95,000,000
<b>Subtotal</b>	<b>\$ 95,000,000</b>
<b>Omitrans</b>	
Mid-Valley Land	\$ 25,098,407
Mid-Valley Capital	\$ 5,854,578
Ontario Station 5309 Earmark	\$ 210,000
Bus Replacement Funds	\$ 1,622,984
<b>Subtotal</b>	<b>\$ 33,437,562</b>
<b>City of Ontario</b>	
Measure I Arterial Funds	\$ 5,000,000
In-Kind: SCE Undergrounding	\$ 4,300,000
In-Kind: Land Contribution	\$ 3,500,000
<b>Subtotal</b>	<b>\$ 12,800,000</b>
<b>Optimistic Funding</b>	
<b>SBCTA</b>	
CMAQ	\$ 10,000,000
<b>Subtotal</b>	<b>\$ 10,000,000</b>
<b>City of Ontario</b>	
Cap and Trade Grant Funding	\$ 5,000,000
<b>Subtotal</b>	<b>\$ 5,000,000</b>
<b>City of Pomona</b>	
Call for Projects	\$ 1,500,000
<b>Subtotal</b>	<b>\$ 1,500,000</b>
<b>FTA</b>	
Small Starts Grant	\$ 61,162,438
<b>Subtotal</b>	<b>\$ 61,162,438</b>
<b>Capital Funding Shares Total</b>	<b>\$ 218,248,407</b>

**Attachment C**  
**Project Milestone and Anticipated Schedule (subject to modification)**

Milestone	Schedule	
Transfer of Project	JUL - 2017	JUL - 2017
Environmental Approval	MAY - 2017	MAR - 2018
Design (Phase 1)	NOV - 2017	MAY - 2019
ROW (Phase 1)	APR - 2018	AUG - 2019
Construction (Phase 1)	JUL - 2019	DEC - 2022
Commence Operations	DEC - 2022	DEC - 2022

**Attachment D-NOT USED**

## Attachment E

## Conceptual Layout



## **Attachment F**

### **Continuing Control**

This section applies to any parties who will own, maintain, or use the PROJECT Property, including the cities that own the right-of-way for the PROJECT.

Use and Control of PROJECT Property:

- A. In General - OMNITRANS shall maintain satisfactory continuing control over the PROJECT Property, or shall transfer such obligation as specified in paragraph (D) below, for its useful life, to carry out the authorized purpose of the PROJECT for which Federal funds were used, in accordance with FTA requirements and grant conditions. Continuing control of PROJECT Property shall mean ensuring that such property is properly used and safeguarded solely for FTA authorized purposes, except for any incidental use as specified below.
- B. Period of Continuing Control – OMNITRANS’ exercise of continuing control over the PROJECT Property shall continue for the useful life of the PROJECT Property and for as long as the PROJECT Property is needed, in OMNITRANS’ judgment, for the PROJECT purposes for which the FTA funds were expended, and shall include any time period necessary to dispose of the PROJECT Property in accordance with FTA requirements and procedures. FTA Award Management Requirements Circular (FTA Circular 5010.1E) provides factors for determining the “useful life” of PROJECT property, including type of construction, nature of the equipment used, historical use patterns, and technological developments. Decisions related to useful life of PROJECT Property shall be made in accordance with Circular 5010.1E, and any other applicable FTA guidance.
- C. Use - SBCTA agrees to use the PROJECT Property for appropriate PROJECT purposes to support public transportation activities. SBCTA agrees to notify OMNITRANS prior to withdrawing any PROJECT Property from PROJECT use, or when any PROJECT Property is used in a manner substantially different from that identified and agreed to in this AGREEMENT.
- D. Maintenance - SBCTA agrees to maintain PROJECT Property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives. SBCTA will transfer maintenance responsibility to the appropriate cities and OMNITRANS when the PROJECT Property is transferred to cities and OMNITRANS.
- E. Records - SBCTA agrees to keep satisfactory records of the use of the PROJECT Property, and upon request, to submit to OMNITRANS such

information as may be required by the FTA to ensure continuing control and assure compliance with FTA's Master AGREEMENT, until the PROJECT Property is transferred to cities and OMNITRANS.

- F. Incidental Use - Any incidental use of PROJECT Property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use for non-transit purposes must be compatible with the PROJECT and be approved by FTA in coordination with OMNITRANS .
- G. Transfer or Lease of Property - Any transfer or lease of Project Property, such as to cities and OMNITRANS, shall be coordinated and approved by OMNITRANS.
- H. Title to PROJECT Property - SBCTA shall retain title to PROJECT Property until it is transferred to the appropriate cities and OMNITRANS.

ITEM # E9

**DATE:** October 24, 2017

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

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

**FROM:** Trischelle Baysden, Director of Rail

**SUBJECT: REDLANDS PASSENGER RAIL PROJECT (RPRP)**

**FORM MOTION**

Receive and forward to the Board of Directors a status update on the Redlands Passenger Rail Project.

**BACKGROUND AND SUMMARY**

On February 3, 2016, the Omnitrans Board authorized the CEO/General Manager to begin negotiations with the San Bernardino County Transportation Authority (SBCTA) for the Maintenance of Equipment and Rail Operations services for the Redlands Passenger Rail Project (RPRP). This new passenger rail service will provide a safe and reliable travel alternative for the communities along the corridor including San Bernardino, Loma Linda, Redlands and the surrounding areas.

The RPRP is a nine-mile rail project designed to connect residents, businesses and visitors to a variety of leisure, education, healthcare and other destinations. The passenger rail service will run between the San Bernardino Transit Center (SBTC) in downtown San Bernardino and will terminate at the University of Redlands.

Diesel Multiple Units (DMUs) have been identified as the preferred vehicle to provide the primary service for the project. DMUs are powered by Tier 4 locomotive engine units, which decreases emissions by 70% over Tier 3 technology. The DMUs are smaller, quieter, more efficient, and less expensive to operate than standard locomotive coaches.

The five (5) station locations identified for the RPRP is the SBTC, Tippecanoe Avenue Station, New York Street Station, Downtown Redlands Station, and the University Station.

**CONCLUSION**

Receive and forward to the Board of Directors Omnitrans Rail Department status update on the Redlands Passenger Rail Project.

PSG: VTB