



PLANS AND PROGRAMS COMMITTEE
WEDNESDAY, FEBRUARY 26, 2014, 2:30 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 services are needed in order to participate in the public meeting, requests should be made through the Recording Secretary at least three (3) business days prior to the Committee Meeting. The Recording Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY), located at 1700 West Fifth Street, San Bernardino, California. If you have comments about items on the agenda or other general concerns and are not able to attend the meeting, please mail them to Omnitrans at 1700 West Fifth Street, San Bernardino, California, Attention Board Secretary. Comments may also be submitted by email to BoardSecretary@omnitrans.org.

A. CALL TO ORDER

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: Not scheduled at this time.

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 – January 22, 2014 2
2. Recommend to Board of Directors, Funding Agreement between Victor Valley Transit Authority and Omnitrans 7
3. Recommend to Board of Directors, Funding Agreement between Central City Lutheran Mission and Omnitrans 19
4. Receive and File, OmniConnects Plan Presentation Workshop #2 31
5. Call for Public Hearings for OmniConnects, The Fiscal Years 2015-2010 Short Range Transit Plan 78

F. REMARKS AND ANNOUNCEMENTS

G. ADJOURNMENT

ITEM # E1

**PLANS AND PROGRAMS COMMITTEE
MINUTES
JANUARY 22, 2014**

A. CALL TO ORDER

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 2:10 p.m., January 22, 2014.

Committee Members Present

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

Committee Members Not Present

Mayor Pro Tem Paul Foster, City of Redlands
Mayor Pro Tem Alan Wapner, City of Ontario
Mayor Dennis Yates, City of Chino

Omnitrans Administrative Staff Present

Scott Graham, Interim CEO/General Manager
Diane Caldera, Interim Director of Operations
Samuel Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Anna Rahtz, Acting Director of Planning
Jennifer Sims, Director of Procurement
Wendy Williams, Director of Marketing
Jeremiah Bryant, Service Planning & Scheduling Manager
Brenda Ramirez, Planner II
Scott Begg, Planner I

B. ANNOUNCEMENTS/PRESENTATIONS

There were no announcements.

C. COMMUNICATION FROM THE PUBLIC

There were no comments from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflicts of interest identified.

E. DISCUSSION ITEMS

1. Approve Plans & Programs Committee Minutes – December 3, 2013

M/S (Spagnolo/Riddell) that approved the minutes of December 3, 2013. Motion was unanimous by members present.

2. OmniConnects Short Range Transit Plan

Interim Director of Planning Anna Rahtz explained the purpose of the meeting is to receive input on major policy decisions from the Committee in the development of the Fiscal Year 2015-2020 Short Range Transit Plan (SRTP), which outlines what Omnitrans wants to accomplish in the next six years, framed within the existing financial constraints. The SRTP also includes an unconstrained plan for services and projects for which we can seek funding. The decisions made today will set the framework for the plan.

The established goals in the current FY2009-2014 Short Range Transit Plan adopted by the Board are: Governance, Operations, Workforce, Marketing, and Technology. Goals for consideration developed by staff for the FY2015-2020 SRTP include:

- Deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service.
- Enhance Omnitrans' network design to increase ridership and minimize costs by reducing redundancy.
- Minimize impact to existing riders while seeking opportunities to expand ridership.
- Support local economy by providing connections to where people want to go.
- Maximize cost recovery while charging a fair fare.
- Support initiatives that are financially and environmentally sustainable in the short and long term.
- Expand, maintain, and improve existing vehicles, facilities and passenger amenities.

Committee Members commented that the goals are more mission statements than goals and that, as presented, are difficult to measure.

Planning and Scheduling Manager Jeremiah Bryant presented information for which staff needs Committee direction to move forward in the development of the SRTP. Committee direction is needed in the areas of: 1) defining productivity-oriented service; and 2) whether Omnitrans should maintain the 65/35 delivery standard approved by the Board of Directors in 2001.

In 2001, when the Board approved changing the service split to 65% productivity and 35% coverage, the intent was that any new service added would be productivity-oriented, with no service coverage expansion. At that time, the service split was at 50/50. In 2014, the Agency is still at the 50/50 coverage split.

Committee Members expressed concern that the Agency has not moved from the 50/50 coverage split that existed since 2001, questioned why this is the first time they have been made aware of this fact, and whether it is reasonable to believe the 65/35 split is achievable.

Staff explained that in 2002, 626,000 hours of service were provided and until 2006, service was added to move toward that 65/35 split. However, since 2006, the Agency has experienced two or three service reductions and in 2014, 5,000 less service hours are planned than what was provided in 2002. Further, the Agency is not going to see an increase in resources to add new service through 2020.

Using the existing definition of productive service, an illustration of a productive route and coverage route was provided and how changing the definition of productive service to 20-minute frequency or better would provide a subsidy of \$2.15 per passenger, and a subsidy of \$3.43 per passenger on a coverage route.

The fundamental questions are: Does Omnitrans want to stay with the current coverage split of 50/50 and not take advantage of the differential in subsidy by changing the definition of productive service? Or does Omnitrans want to reconfigure the existing route system to reduce duplication by consolidating routes and shifting the resources saved to more productive routes in order to move to the 65/35 split?

Based on response by Committee Members, staff's understanding of the Committee's desire is to move toward the 65/35 split; therefore staff will bring forward recommendations to eliminate duplication throughout the system at the next Committee meeting.

Next, staff discussed moving from the current across the board standard of 25 passengers per hour to developing appropriate standards for productive and coverage routes on a tier system by using a stop light approach. If using the stop light approach, routes operating in the green would be meeting all standards, routes operating in yellow would be meeting most of the standards, and routes operating in red would be scheduled for significant reduction in service or elimination.

Once the new route standard and the new route structure are presented to and approved by the Committee, hearings will be held to receive public input on all recommended changes.

Interim CEO/General Manager Scott Graham assured the members that, while Omnitrans won't immediately get to the 65/35 coverage split, he is confident that by eliminating duplication and addressing the poor performing routes, the Committee will see significant movement toward the 65/35 split next year. To that end, staff will provide route level performance statistics to the Committee on either a quarterly or semi-annual basis.

The Committee presented several questions regarding the size and frequency of fare increases, as well as the possible elimination of cash fares and use of pre-paid fare media only. These issues will be discussed at the next Plans and Programs Committee meeting.

On the subject of Governance Structure, Interim CEO/General Manager Graham indicated that additional information needs to be prepared and presented to the Board to allow for a more in-depth discussion to occur. This issue may be discussed at the next Plans and Programs meeting or a separate meeting may be scheduled.

Ms. Rahtz discussed the unconstrained plan of the SRTP. As there is a moratorium on Measure I Bus Rapid Transit (BRT) spending on new corridors until 2019, SANBAG has recommended that Omnitrans use a phased implementation approach of limited stop routes within available resources in the near term. This phased approach could include transit signal priority or queue jump lanes that would increase route speed, but at a much lower cost than a full BRT. Toward this end and to build on studies already conducted, staff sought Committee support to move forward to include Foothill Corridor and the West Valley Connector in the unconstrained plan of the SRTP. By including these two projects in the SRTP, staff could continue developing funding options and working the cities and stakeholders to refine the corridors.

In response to concerns expressed by Committee Members as to the cost of the two Corridors given Omnitrans' funding constraints over the next six years, Mr. Graham stated that these two projects have the support of the Executive Director at SANBAG, and also briefed the members on Omnitrans desire to sell the Mid-Valley property, upon approval of the Federal Transit Administration and the Board of Directors, and use the funds to give back to the community by improving public transit, such as the West Valley Connector or the Foothill Corridor. In response to the concerns regarding the goals and the difficulty of measuring the results, he assured the members that the goals are measurable and that metrics will be developed to measure progress.

3. Set Next Plans and Programs Committee Meeting

The Committee Members will be polled to set the next Committee Meeting in February.

F. ADJOURNMENT

The Plans & Programs Committee meeting adjourned at 3:47 p.m. The next Committee Meeting will be scheduled in February and posted at Omnitrans and on the Omnitrans website.

Prepared by:

Vicki Dennett, Assistant to CEO/General Manager

ITEM # E2

DATE: February 26, 2014

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

**SUBJECT: FUNDING AGREEMENT BETWEEN VICTOR VALLEY TRANSIT
AUTHORITY AND OMNITRANS**

FORM MOTION

Recommend to the Board of Directors to authorize the CEO/General Manager to execute the funding agreement between Omnitrans and Victor Valley Transit Authority for \$232,761 of Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds awarded through SANBAG's 2013 Call for Projects.

This item is under review by Omnitrans legal counsel.

BACKGROUND

On October 2, 2013, SANBAG's Board of Directors awarded Victor Valley Transit Authority (VVTA) a total of \$232,761 in Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) funds for the expansion of their BV-Link/SB-Lifeline service through the 2013 Call for Projects. VVTA's BV-Link/SB-Lifeline commuter service operates between the cities of Victorville and Barstow, the National Training Center at Ft. Irwin, San Bernardino, and Fontana. The expansion allows the service to increase the operating days from 3 to 5 days a week for a total of 25 trips per week.

These funds are part of a pass-through of Federal Transit Administration grants CA-37-X146, CA-57-X017, and CA-57-X062. The budget identifies \$167,429 in FTA Section 5316 JARC funding and \$65,332 in Section 5317 NF funding. Local funding will be matched by LTF (Local Transportation Funds) and fare media funding. As the FTA grant recipient, Omnitrans will receive approximately \$9,310 for administrative costs and grant oversight.

CONCLUSION

Staff requests the Committee recommend approval to the Board of Directors to authorize the CEO/General Manager to execute the funding agreement between Omnitrans and VVTA as part of SANBAG's 2013 Call for Projects pass-through award.

PSG:AR:JB:BR

FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE GRANT, NEW FREEDOM GRANT FUNDS

This Funding Agreement for Job Access Reverse Commute and New Freedom grant funds (“**Agreement**”) by and between Victor Valley Transit Authority (“**Recipient**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ___ day of _____, 2013. Recipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

Recitals

A. This Agreement describes the respective responsibilities of Recipient and Omnitrans for capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2010 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement attached hereto as Exhibit A (the “**JARC Grant Agreement**”), Omnitrans Fiscal Year 2006 and 2010 Section 5317 New Freedom (NF) Grant Agreement attached hereto as Exhibit B (the “**NF Grant Agreement**”) and Omnitrans (referred to collectively herein as “**Grant Agreements**”).

B. Omnitrans previously submitted a grant application for Section 5316 JARC funds for Fiscal Year 2010, Section 5317 NF funds for Fiscal Year 2006 & 2010 to the Federal Transit Administration (“**FTA**”) to obtain funding for the Project. On [DATE], the FTA awarded Omnitrans \$167,429 in Section 5316 JARC funds and \$65,332 in Section 5317 NF funds. The Parties now desire that the JARC and NF funds awarded to Omnitrans be used for the benefit of Recipient, as a Sub-grantee. Recipient desires to use proceeds from JARC and NF grant funds to finance allowable costs that Recipient incurs in carrying out the Project.

C. To implement the Project, Recipient desires to expand Victor Valley Transit Authority’s SB-Lifeline and B-V Link services to include additional weekday trips from Victorville to San Bernardino. These life line services connect residents of the Victor Valley and Barstow areas to the greater San Bernardino Valley.

D. As a Sub-grantee receiving JARC and NF funds, Recipient desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws and regulations (“**Applicable Law**”).

NOW THEREFORE, based on the forgoing recitals and the following promises and covenants the Parties agree:

1. Obligations of Omnitrans. Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:
 - a. Reimburse Recipient for the Project, up to \$167,429 in Section 5316 JARC funds, up to \$65,332 in Section 5317 NF funds in conformity with the following procedure:
 - (1) For each disbursement requested, Recipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”).
 - (2) Each Disbursement Request shall be accompanied by a written certification of Recipient’s Executive Director that such disbursement will not constitute any

violation of the terms of the Grant Agreements, or of Applicable Law, and that Recipient will use the disbursement for the purpose indicated in the Disbursement Request.

- (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Recipient as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Recipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Recipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Recipient certification, Omnitrans may solicit, at Recipient expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law.
 - (6) Omnitrans shall have no liability to Recipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Recipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
 - b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Recipient.
 - c. Conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from Section 5316 Grant No. CA-37-X146, Section 5317 Grant Nos. CA-57-X017 & CA-57-X062 grant funds to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans will be charged to the total FTA amount as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.
 3. Warranties of Recipient. Recipient warrants to Omnitrans that:

- a. Recipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316 and Section 5317 grant funds (the “**Match Obligation**”). The approximate amount of the Match Obligation for the Project is \$232,761.
 - b. To Recipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5316 and Section 5317 grant application on behalf of Recipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Recipient will conduct itself so that all aspects of the Project and any aspect of Recipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Recipient will use the disbursements for the purposes indicated in its Disbursement Request.
 - e. Recipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Recipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Recipient. Pursuant to, and to the extent provided in, this Agreement, Recipient shall take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements.
 - b. Satisfy Recipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. Recipient may utilize its payment of staff salaries, benefits and expenses in administrative support for the Project to satisfy its Match Obligation.
 - c. Notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Recipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law and that Recipient will use the disbursement as indicated in the Disbursement Request.
 - e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Recipient with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA.

- f. Ensure that all aspects of the Project and any aspect of Recipient's participation in this Agreement and the actions contemplated of Recipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Recipient required under the terms of this Agreement. The Chief Executive Officer of Recipient, or his or her designee, shall exercise the rights of Recipient under this Agreement; however, any certifications of Recipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of Recipient as is specified by action of the Recipient's governing body.
6. Insurance. Recipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.
- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
- (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
- b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
- d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Mutual Indemnification. Omnitrans and Recipient shall defend, indemnify and hold the other Party, its officials, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out

of or incident to any intentional or negligent acts, errors or omissions of the indemnifying Party, its officials, officers, employees, agents, and consultants related to a breach of this Agreement or any act or omission arising out of the activities governed by this Agreement. The indemnifying Party's obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the indemnified Party, its officials, officers, employees, agents, and consultants. This is a comparative negligence provision and each Party shall bear their own costs to the extent to which they are each negligent. The indemnifying Party shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the indemnified Party, its officials, officers, employees, agents, and consultants. The indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified Party, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party, its officials, officers, employees, agents, and consultants.

8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than three (3) years from the date of the Agreement's execution date.

9. Force Majeure.

- a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Recipient as soon as Omnitrans is reasonably able to do so.
- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
- c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its

interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

- d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
11. Authorization by Recipient. Recipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Recipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
13. Additional Documents. Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.
15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement.

- a. Equal Construction. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
- b. Internal Consistency. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:
- | | |
|---------------------------------------|---------------------------------|
| TO OMNITRANS: | TO RECIPIENT: |
| Omnitrans | Victor Valley Transit Authority |
| 1700 West Fifth Street | 17150 Smoke Tree Street |
| San Bernardino, California 92411 | Hesperia, CA 92345 |
| Attention: Brenda Ramirez, Planner II | Attention: Kevin Kane |
20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE
GRANT, NEW FREEDOM GRANT AND BUS AND BUS FACILITIES LIVABILITY
INITIATIVE GRANT**

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the day and year first written above.

OMNITRANS

Victor Valley Transit Authority

By: _____
P. Scott Graham, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Legal Counsel

Exhibit “A”
JARC Grant Agreement

Exhibit “B”
NF Grant Agreement

ITEM # E3

DATE: February 26, 2014

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

**SUBJECT: FUNDING AGREEMENT BETWEEN CENTRAL CITY LUTHERAN
MISSION AND OMNITRANS**

FORM MOTION

Recommend to the Board of Directors to authorize the CEO/General Manager to execute the funding agreement between Omnitrans and Central City Lutheran Mission for \$152,958 of Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds awarded through SANBAG's 2013 Call for Projects.

This item is under review by Omnitrans legal counsel.

BACKGROUND

On October 2, 2013, SANBAG's Board of Directors awarded Central City Lutheran Mission (CCLM) a total of \$152,958 in Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds to continue their transportation program through the 2013 Call for Projects. CCLM's transportation program provides transportation for medical and social service appointments for clients living with HIV/AIDS so that they can continue attending necessary medical and social service appointments and seek gainful employment.

These funds are part of a pass-through of federal funds in grants CA-37-X146 and CA-57-X017. The budget identifies \$54,727 in Federal Transit Administration Section 5316 JARC and \$98,231 in Section 5317 NF funding. Local matching funds are being passed-through Valley Transportation Services. As the FTA grant recipient, Omnitrans will receive approximately \$6,118 for administrative costs and grant oversight.

This will be CCLM's second funding agreement for pass-through FTA funds awarded by SANBAG. The first funding agreement was executed on March 7, 2012, and covered project costs for fiscal years 2012-2015.

CONCLUSION

Staff requests the Committee recommend approval to the Board of Directors to authorize the CEO/General Manager to execute the second funding agreement between Central City Lutheran Mission and Omnitrans as part of SANBAG's 2013 Call for Projects pass-through award.

PSG:AR:JB:BR

FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE GRANT, NEW FREEDOM GRANT FUNDS

This Funding Agreement for Job Access Reverse Commute and New Freedom grant funds (“**Agreement**”) by and between Central City Lutheran Mission (“**Recipient**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ___ day of _____, 2014. Recipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

Recitals

A. This Agreement describes the respective responsibilities of Recipient and Omnitrans for capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2010 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement attached hereto as Exhibit A (the “**JARC Grant Agreement**”), Omnitrans Fiscal Year 2006 Section 5317 New Freedom (NF) Grant Agreement attached hereto as Exhibit B (the “**NF Grant Agreement**”) and Omnitrans (referred to collectively herein as “**Grant Agreements**”).

B. Omnitrans previously submitted a grant application for Section 5316 JARC funds for Fiscal Year 2010, Section 5317 NF funds for Fiscal Year 2006 to the Federal Transit Administration (“**FTA**”) to obtain funding for the Project. On DATE, the FTA awarded Omnitrans \$1,083,565 in Section 5316 JARC funds and \$306,744 in Section 5317 NF funds. The Parties now desire that the JARC and NF funds awarded to Omnitrans be used for the benefit of Recipient, as a Sub-grantee. Recipient desires to use proceeds from JARC and NF grant funds to finance allowable costs that Recipient incurs in carrying out the Project.

C. To implement the Project, Recipient desires to schedule and transport HIV and AIDS clients for medical and work related trips in San Bernardino.

D. As a Sub-grantee receiving JARC and NF funds, Recipient desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws and regulations (“**Applicable Law**”).

NOW THEREFORE, based on the forgoing recitals and the following promises and covenants the Parties agree:

1. Obligations of Omnitrans. Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:
 - a. Reimburse Recipient for the Project, up to **\$54,727** in Section 5316 JARC funds, up to **\$98,231** in Section 5317 NF funds in conformity with the following procedure:
 - (1) For each disbursement requested, Recipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”).
 - (2) Each Disbursement Request shall be accompanied by a written certification of Recipient’s Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that

Recipient will use the disbursement for the purpose indicated in the Disbursement Request.

- (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Recipient as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Recipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Recipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Recipient certification, Omnitrans may solicit, at Recipient expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law.
 - (6) Omnitrans shall have no liability to Recipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Recipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
 - b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Recipient.
 - c. Conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from Section 5316 Grant No. **CA-37-X146**, Section 5317 Grant No. **CA-57-X017** grant funds to account for all administration costs associated with managing the Project (the “**Administrative Expenses**”). Omnitrans will be charged to the total FTA amount as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.
3. Warranties of Recipient. Recipient warrants to Omnitrans that:
- a. Recipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316 and Section

5317 grant funds (the “**Match Obligation**”). The approximate amount of the Match Obligation for the Project is **\$59,967**.

- b. To Recipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5316 and Section 5317 grant application on behalf of Recipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Recipient will conduct itself so that all aspects of the Project and any aspect of Recipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Recipient will use the disbursements for the purposes indicated in its Disbursement Request.
 - e. Recipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Recipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Recipient. Pursuant to, and to the extent provided in, this Agreement, Recipient shall take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements.
 - b. Satisfy Recipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. Recipient may utilize its payment of staff salaries, benefits and expenses in administrative support for the Project to satisfy its Match Obligation.
 - c. Notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Recipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law and that Recipient will use the disbursement as indicated in the Disbursement Request.
 - e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Recipient with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA.

- f. Ensure that all aspects of the Project and any aspect of Recipient's participation in this Agreement and the actions contemplated of Recipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Recipient required under the terms of this Agreement. The Chief Executive Officer of Recipient, or his or her designee, shall exercise the rights of Recipient under this Agreement; however, any certifications of Recipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of Recipient as is specified by action of the Recipient's governing body.
6. Insurance. Recipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.
 - a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
 - d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Mutual Indemnification. Omnitrans and Recipient shall defend, indemnify and hold the other Party, its officials, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out

of or incident to any intentional or negligent acts, errors or omissions of the indemnifying Party, its officials, officers, employees, agents, and consultants related to a breach of this Agreement or any act or omission arising out of the activities governed by this Agreement. The indemnifying Party's obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the indemnified Party, its officials, officers, employees, agents, and consultants. This is a comparative negligence provision and each Party shall bear their own costs to the extent to which they are each negligent. The indemnifying Party shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the indemnified Party, its officials, officers, employees, agents, and consultants. The indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified Party, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party, its officials, officers, employees, agents, and consultants.

8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than three (3) years from the date of the Agreement's execution date.

9. Force Majeure.

- a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Recipient as soon as Omnitrans is reasonably able to do so.
- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
- c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its

interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

- d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
11. Authorization by Recipient. Recipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Recipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
13. Additional Documents. Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.
15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement.

- a. Equal Construction. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
 - b. Internal Consistency. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:
- | | |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| TO OMNITRANS: | TO RECIPIENT: |
| Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Brenda Ramirez, Planner II | Central City Lutheran Mission
1354 N. G Street
San Bernardino, CA 92354
Attention: Maria Medina |
20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE
GRANT, NEW FREEDOM GRANT AND BUS AND BUS FACILITIES LIVABILITY
INITIATIVE GRANT**

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the day and year first written above.

OMNITRANS

CENTRAL CITY LUTHERAN MISSION

By: _____
P. Scott Graham, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Legal Counsel

Exhibit “A”
JARC Grant Agreement

Exhibit “B”
NF Grant Agreement

ITEM # E4

DATE: February 26, 2014

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

SUBJECT: OMNICONNECTS PLAN PRESENTATION WORKSHOP #2

FORM MOTION

Receive and file the enclosed presentation that describes key proposals to be evaluated in Omnitrans' OmniConnects FY2015-20 Short-Range Transit Plan.

BACKGROUND

On December 3, 2013, the Plans and Programs Committee was presented with the schedule and high level goals that were proposed for the FY2015-2020 Short-Range Transit Plan (SRTP). The plan was named OmniConnects in order to focus the message of the plan on connecting people, businesses and our community with safe, reliable and convenient public transportation in a financially and environmentally sustainable manner. The Plans and Programs Committee recommended that committee workshops be held during the subsequent months to develop and refine the OmniConnects plan.

The first OmniConnects workshop was held on January 22, 2014. The key outcomes from this workshop were:

1. The Plans and Programs Committee supported the mission statement-type objectives and goals that were presented.
 - a. The Committee requested measureable goals.
 - b. The Committee supported the use of "stop-light" performance metrics and reporting on an ongoing basis to the Committee.
2. The Plans and Programs Committee suggested an evaluation of more frequent fare increases.
3. The Plans and Programs Committee supported:
 - a. The proposed definition of productivity-oriented service/coverage-oriented service.
 - b. The proposed shifting of the desire to reach a 65% productivity-oriented service goal through the reconfiguring of current service rather than the previous goal of reaching 65% through the addition of new service.
 - c. The development of BRT-lite projects if Omnitrans can develop sustainable capital and operating funding.

In response to the guidance provided by the Plans and Programs Committee, staff worked to further refine the OmniConnects plan that will be presented at this second OmniConnects workshop. The key elements of this refinement are described in the following presentation. This presentation highlights:

1. Performance standards and goals;
2. Proposed Fare Policy including three biennial fare increases;
3. The unconstrained operating plan;
4. The unconstrained capital plan; and,
5. A proposal to join the American Public Transportation Association's (APTA's) Sustainability Commitment.

The unconstrained plan focuses on the elimination of service duplication in order to simplify West Valley routes while focusing ridership on key West Valley corridors and in East Valley on developing the east-west connections to sbX in order to extend the travel benefits from sbX to a wide group of passengers.

CONCLUSION

Staff seeks guidance from the Plans and Programs Committee to further refine the proposals described in the presentation in order to move to the next steps of developing the plan, which is gathering public input.

PSG:AR:JB



FY2015-2020 SHORT RANGE TRANSIT PLAN

Plans and Programs Committee

February 2014



OmniCONNECTS



January Plans & Programs Committee Workshop Recap

➤ Supported Mission Statement-type Objectives (Apple-Pie Goals)

- Requested measureable goals
- Supported use of “stop-light” performance metrics
- Supported ongoing reporting to this committee



➤ **Today: (1) Describe Detailed Goals & Metrics**

January Plans & Programs Committee Workshop Recap

- Suggested evaluation of more frequent fare increases
 - Financial plan based on two: 16% in FY15 & 14% in FY18
 - Utilize fare technologies
- **Today: (2) Revised Fare Proposal**



January Plans & Programs Committee Workshop Recap

- Supported:
 - Proposed definition of Productivity-Oriented & Coverage-Oriented Service
 - Shifting the desire to reach a 65% productivity-oriented service goal by reconfiguring current service
 - Development of BRT-lite projects
 - If sustainable capital & operating funding is identified.
- **Today: (3) Present Unconstrained Plan Options, Seek Guidance for Constrained Plan**

Other Items to Cover Today

(4) Unconstrained Capital Plan

(5) Sustainability

(6) Seek Public Input on Proposals

Measuring Mission Statement Goals

Deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service.

- **Safe:** Preventable Collisions per Million Miles
- **Reliable:** On-Time Performance, Headway Adherence, Pull-Out Reliability, Vehicle Failure Rates
- **Clean:** Customer Satisfaction Survey, Graffiti Removal Promptness
- **Frequent:** 65/35 Productivity/Coverage Split; Share of service in Each Tier
- **Convenient:** Stop Spacing, Walking Distance, Share of Population in Route Draw Area
- **Comfortable:** Customer Satisfaction Survey, Load Factor
- **Equitable:** Title VI Evaluations and Continued Compliance



Measurable Goals: Four Types



- 1. Service Warrants**
- 2. Service Standards**
- 3. Service KPIs**
- 4. Business KPIs**

Service Warrants

Sets Omnitrans' principles, conditions and expectations when considering new service.

- No proposed changed
 - **Coverage Gap:** Routes should be spaced at least ¼-½ mile apart
 - **Residential Market:** 4-7 dwelling units per acre required for minimum service levels
 - **Employment Market:** 11-18 Million square feet business park/industrial park on route

Service Standards

Describe and set Omnitrans' routing principles, frequency requirements, span of service, walking standards and similar measures.

- **Route Coverage:** 85% of origins & destinations within ¼ mile of a stop
- **Route Structure:** Grid system
- **Span of Service:** 6am-9pm on Weekdays, 7am-9pm on Saturdays and 7am-7pm on Sundays
- **Frequencies:** Desire 30-minute peak service

Service Standards (Changes)

- BRT:
 - Minimum Service Span: 6am to 8pm Weekday only
 - Add BRT Load Factor Standard
 - Load Factor is a ratio of acceptable number on board as a ratio to the number of seats.
 - BRT Load Factor: 2.0 (40 seats; 80 on board)
 - Local Load Standard: 1.2 (40 seats; 48 on board)
- Extend Local Stop Spacing:
 - Current: 750-1000 feet (0.14 to 0.18 miles)
 - Proposed: 0.25-0.3 miles

Service Key Performance Indicators (KPIs)

Tracks the performance of specific routes to determine which specific service offerings are most productive, most effective, and most efficient.

Most Change (Stop-Light Approach)

Detailed route and day type standards for

- Passengers per hour
- Farebox Recovery Ratio
- On-Time Performance/Schedule Adherence

On-Time Performance

	Measure	Green	Yellow	Red
Current	% of departures within 5 minutes of scheduled time	90%		
Proposed		90%	85%	82%

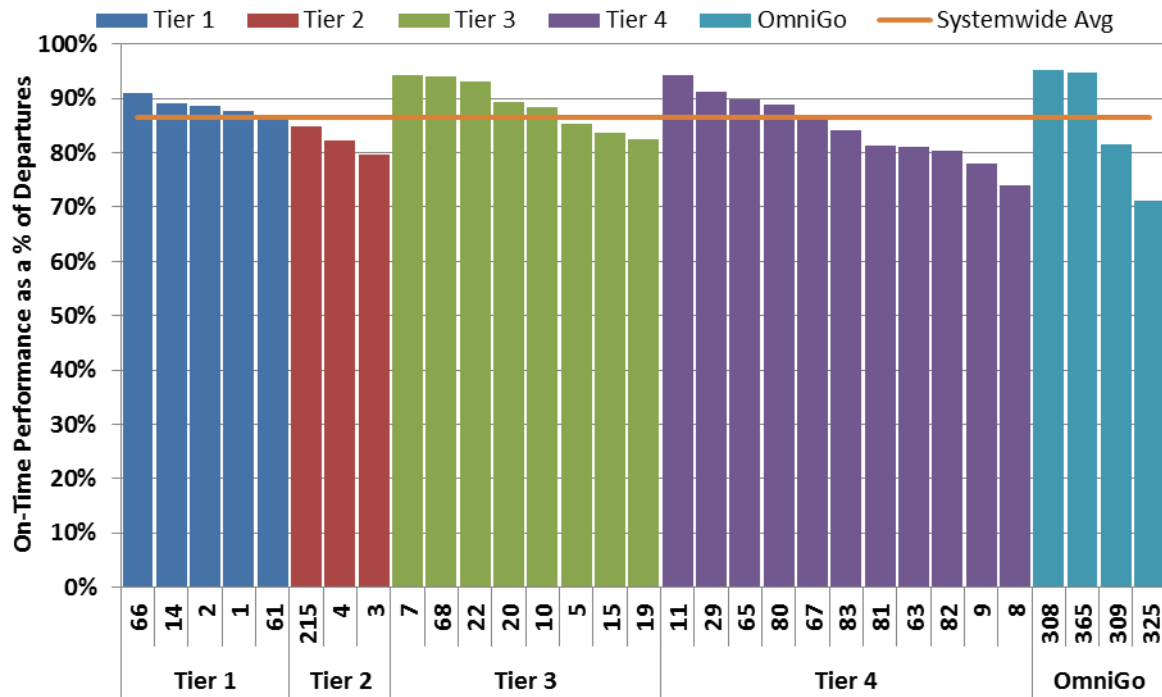
Schedule Adherence: BRT

	Measure	Green	Yellow	Red
Proposed	% of trips whose departure is within ± 3 minutes of expected headway (10-min peak, 15 off-peak)	90%	85%	82%

On-Time Performance

Omnitrans' Fixed Route On-Time Performance

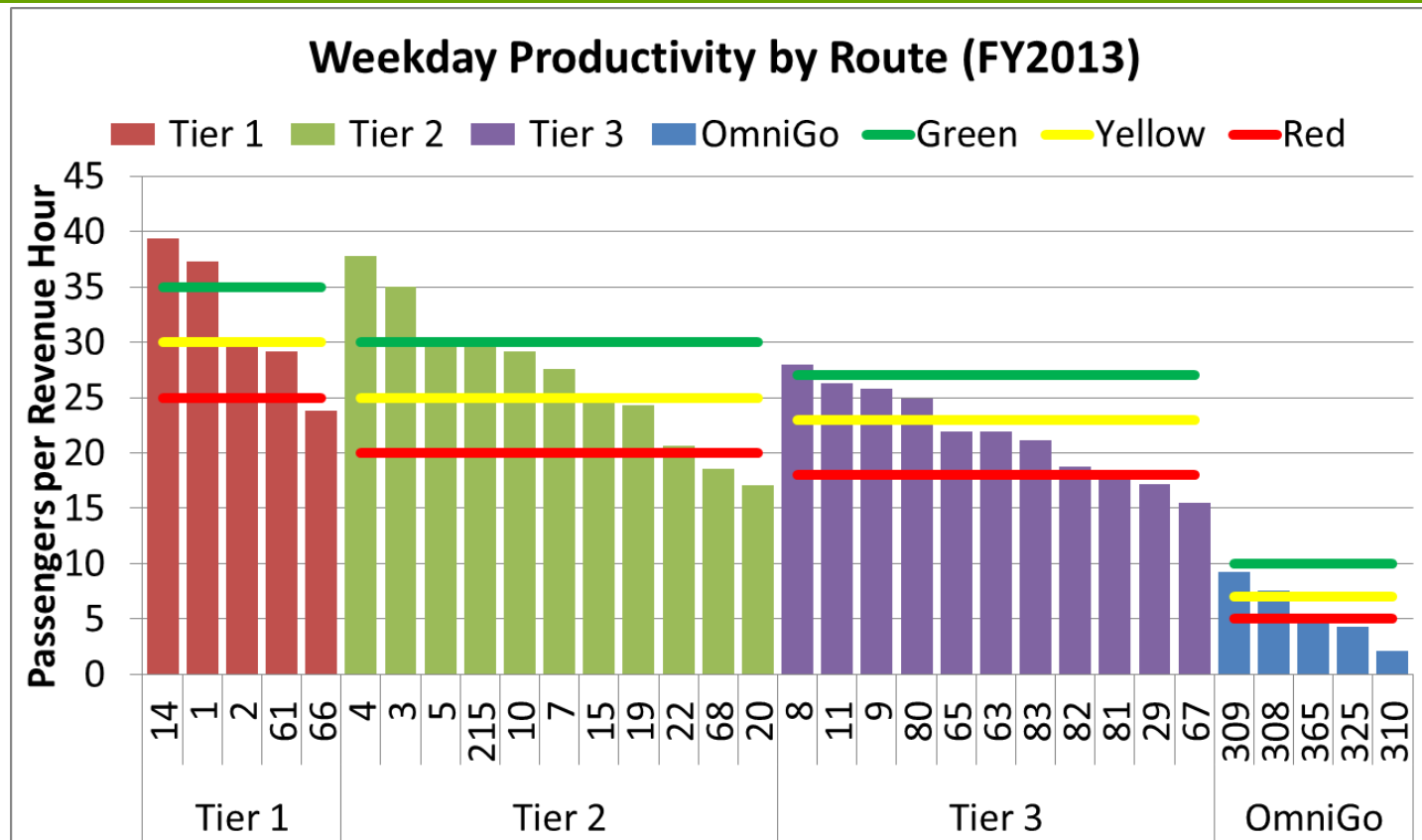
(FY2014 YTD, through December)



Passengers per Hour (Weekday Example)

	Measure	Green	Yellow	Red
Current	Boardings per hours of revenue service	25		
Proposed				
BRT		40	35	30
Tier 1		35	30	25
Tier 2		30	25	20
Tier 3		30	25	20
Tier 4		28	22	18
OmniGo & OmniLink		10	7	5
Access		3.1	2.9	2.8

Passengers per Hour



Business KPIs

Track the performance of broader levels of Omnitrans performance that is not specifically tied to a route. These include measures associated with safety, staffing efficiency, attendance, maintenance, and costs.

- Quarterly KPI report to Board
- Accident Rates
- Vehicle Failure Rates
- Employment / Efficiency Ratios: Supervisors per Hours of Service, Mechanics per Miles of Service, Administrators per Hour of Service

Goals: Conclusion

- Presented sample goals and areas with significant change.
- Committee support to finalize this goal structure in OmniConnects?

Fare Proposal

Original Fare Proposal

- COA-based financial plan included 2 fare increases
 - 2015: 16% \$0.25 to base fare
 - 2018: 14% \$0.25 to base fare
- Included in identified budget and do not reduce shortfall.
- Last fare increase in September 2009 (FY2010)
- Committee suggested seeking more frequent fare increases

Revised Fare Proposal

- Expedited the 2018 fare increase and added a 2019 increase.
 - 2015: 16% or +\$0.25 to base fare
 - 2017: 14% or +\$0.25 to base fare
 - 2019: 12% or +\$0.25 to base fare
- Generates \$2.7 million in additional revenue to close \$12 million gap.
- Ridership Decline: 800,000 riders in 2017 and 750,000 riders in 2019
- May be offset with service enhancements

Fare Proposal: Fixed Route

	FY2014	FY2015	Δ	FY2017	Δ	FY2019	Δ
Cash/Ticket Fares							
Full-Fare	\$1.50	\$1.75	\$0.25	\$2.00	\$0.25	\$2.25	\$0.25
Senior/Disability	\$0.60	\$0.75	\$0.15	\$0.90	\$0.15	\$1.00	\$0.10
Day Passes (Single)							
Full-Fare	\$4.00	\$5.00	\$1.00	\$6.00	\$1.00	\$6.75	\$0.75
Senior/Disability	\$1.85	\$2.25	\$0.40	\$2.75	\$0.50	\$3.00	\$0.25
7-Day Passes							
Full-Fare	\$15.00	\$18.00	\$3.00	\$20.00	\$2.00	\$23.00	\$3.00
Senior/Disability	\$7.00	\$8.00	\$1.00	\$9.00	\$1.00	\$11.00	\$2.00
Youth	\$11.00	\$14.00	\$3.00	\$15.00	\$2.00	\$17.00	\$2.00
31-Day Passes							
Full-Fare	\$47.00	\$55.00	\$8.00	\$60.00	\$5.00	\$69.00	\$9.00
Senior	\$23.50	\$27.50	\$4.00	\$30.00	\$2.50	\$34.50	\$4.50
Youth	\$35.00	\$41.00	\$6.00	\$45.00	\$4.00	\$52.00	\$7.00

Fare Proposal: Fixed Route

Go Smart	(NO CHANGES)
Go Smart	The Go Smart fare is a pre-negotiated fare for all riders that attend a partner university, college, trade/technical school, or high school, or work at a partner employer. Participants must have an active, valid Omnitrans-compatible ID card as proof of fare.
Regional Transfers	(NO CHANGES)
OmniLink	Free with a valid transfer.
MetroLink	Free to rider; SCRRA pays one base fare for two boardings with a MetroLink ticket/pass. A one-way MetroLink ticket can be used leaving a MetroLink station. A round trip MetroLink ticket or pass may be used to/from a MetroLink station.
RTA	Omnitrans accepts valid RTA passes as a one-ride transfer at a point of contact. RTA reciprocates for local service and a \$1.50 charge for CommuterLink.
Foothill Transit	Omnitrans accepts current valid Foothill Transit Passes as a one-ride transfer at a point of contact. Foothill Transit reciprocates.
OCTA	Omnitrans accepts current valid OCTA Passes as a one ride transfer at a point of contact, currently only the Chino Transit Center. OCTA reciprocates.

Fare Proposal: Fixed Route

Free Fares	No Changes
Children	Height < 46"; limit 2 free per fare-paying rider.
Personal Care Attendant	Accompanying an ADA Rider.
Transit Agency Employees	Omnitrans and RTA Employees and family with Employee/Family ID; OCTA, LA Metro, Foothill Transit & VTrans Employees with Employee ID.
Promotional Fares	Free or reduced fares for promotional efforts may be authorized by the Director of Marketing, the CEO/General Manager or the Board of Directors in accordance with their purchasing authority levels. Promotional fares shall be made available on a limited time basis only. Free or reduced fares cannot be provided for ongoing use by any group or organization as this would circumvent the fare policy. Special event free-ride vouchers for community organizations shall be limited to no more than two events per year.

Fare: Proposal Access

Access fares are 2x Fixed Route Base Fare minus Measure I Subsidy

	FY2014	FY2015	Δ	FY2017	Δ	FY2019	Δ
Access Fares							
1-3 Zone Cash/Ticket	\$2.75	\$3.25	\$0.50	\$3.75	\$0.50	\$4.25	\$0.50
Each Additional Zone	\$1.00	\$1.00	\$0.00	\$1.00	\$0.00	\$1.00	\$0.00
Beyond the Boundary additional fee	\$5.00	\$5.00	\$0.00	\$5.00	\$0.00	\$5.00	\$0.00
Free Fares							
Personal Care Attendants	Accompanying an ADA Rider.						
Children	Height < 46"; limit 2 per fare paying riders.						

Fare Proposal: OmniLink

OmniLink	FY2014	FY2015	Δ	FY2017	Δ	FY2019	Δ
Cash Fares							
Full-Fare	\$3.00	\$3.50	\$0.50	\$4.00	\$0.50	\$4.50	\$0.50
Senior/Disability	\$1.50	\$1.75	\$0.25	\$2.00	\$0.25	\$2.25	\$0.25
Youth	\$2.00	\$2.50	\$0.50	\$3.00	\$0.50	\$3.50	\$0.50
10-Ticket Books							
Full-Fare	\$27.00	\$31.50	\$4.50	\$36.00	\$4.50	\$40.50	\$4.50
Senior/Disability	\$13.50	\$15.75	\$2.25	\$18.00	\$2.25	\$20.25	\$2.25
Youth	\$18.00	\$22.50	\$4.50	\$27.00	\$4.50	\$31.50	\$4.50
Free Fares							
Children	Height < 46"; limit 2 per fare-paying rider.						
Personal Care Attendant	Accompanying an ADA-eligible Rider.						

Fare Proposal Conclusion

- Committee support for fare proposals?
- Committee supports Omnitrans seeking public input on fare proposals?
 - Required prior to presenting OmniConnects for adoption.

Unconstrained Operating Plan

The development of services and routes that are believed to meet service standards and the community needs

Used to develop a constrained plan.

Used to seek additional grant funding.

Route Changes Considered in Unconstrained Plan

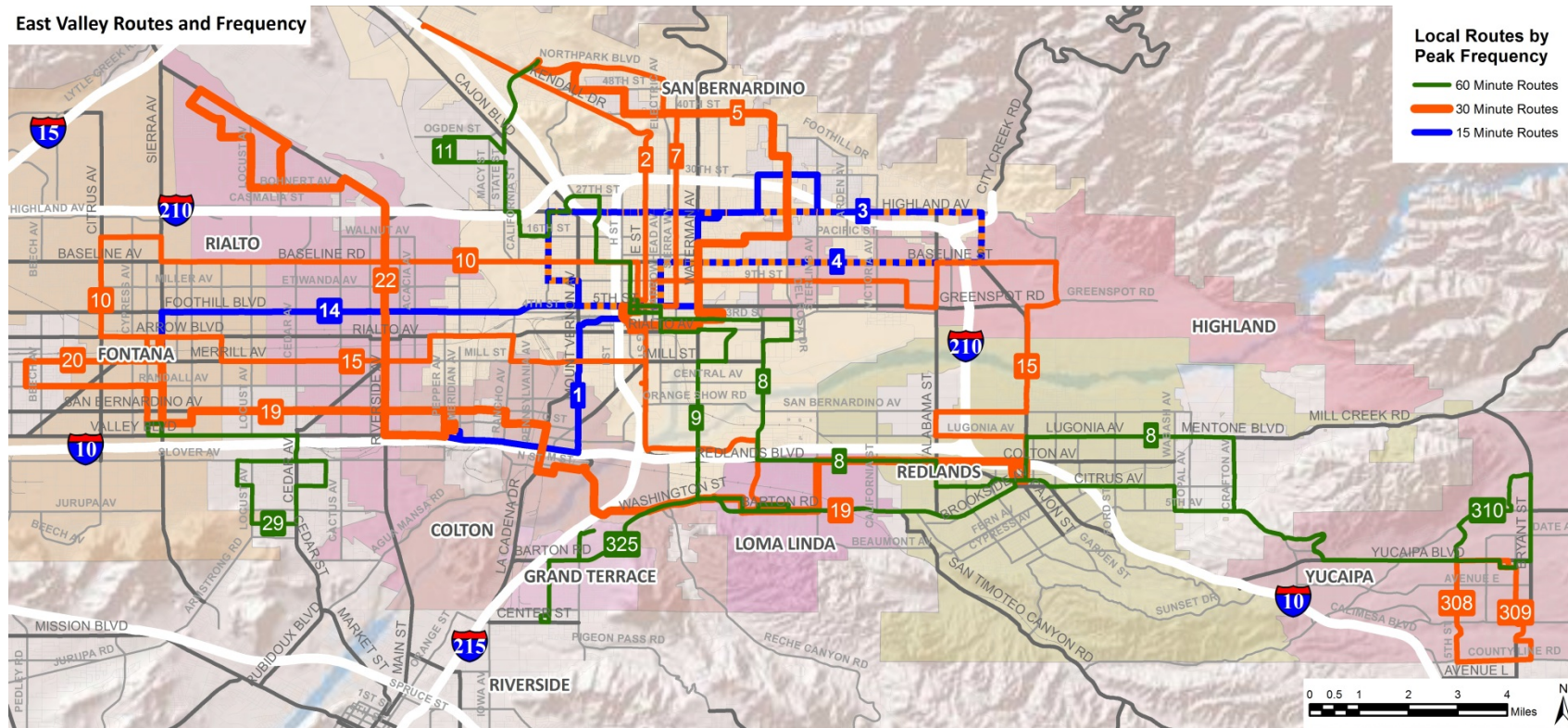
- Eliminate Service Duplications
- Utilize Savings to add Productivity-Oriented Services
- Restructure Route
 - Ease of Travel and Directness in West Valley
 - Extend Reach of sbX by developing strong East-West Transfer
- New Services
 - Rapid or BRT-Lite
 - Freeway Express

Frequency Changes

- Routes 3 & 4 improve weekday frequency to 15 minutes all day from 15/20 minutes
 - High performance and low OTP
- Route 215 improve weekend frequency to 30 minutes from 60 minutes.

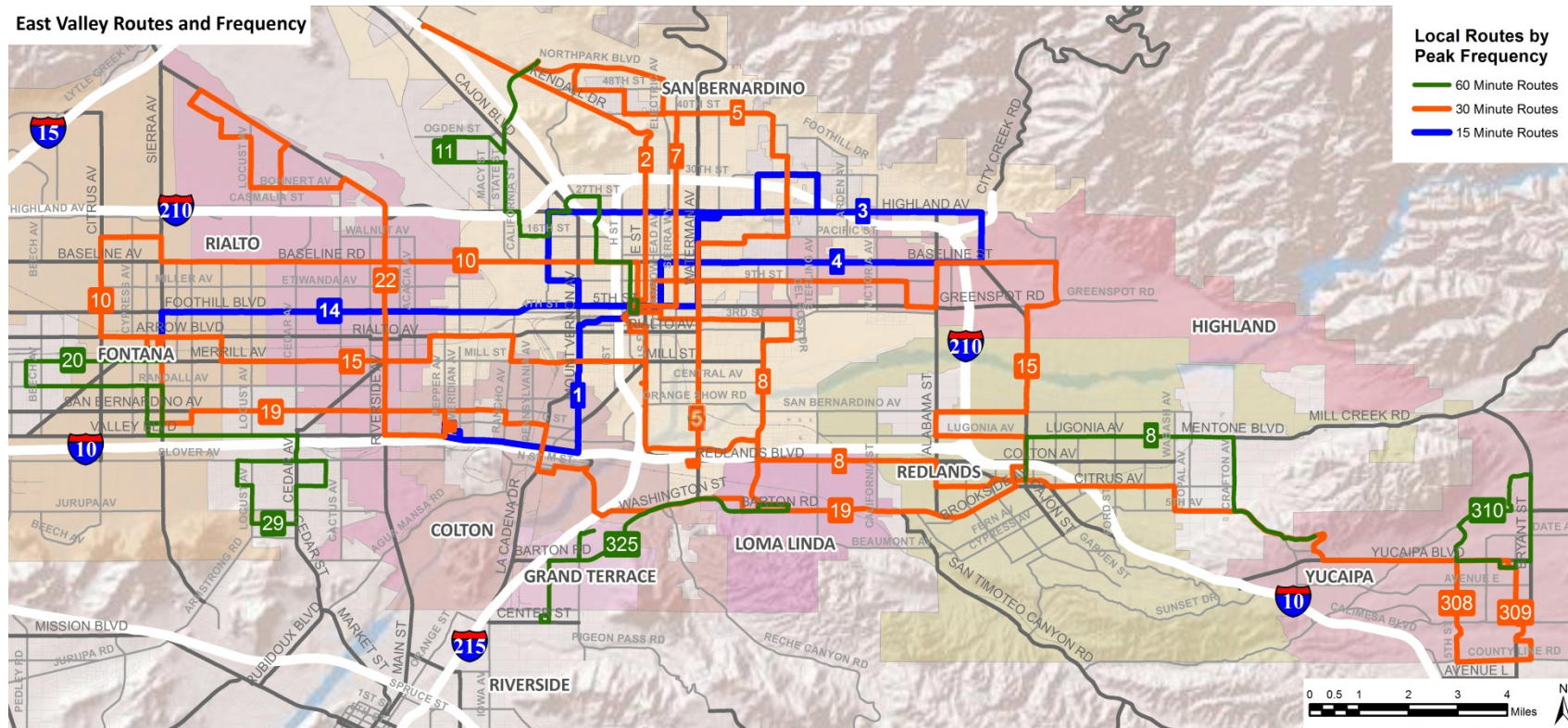
East Valley Before

East Valley Routes and Frequency



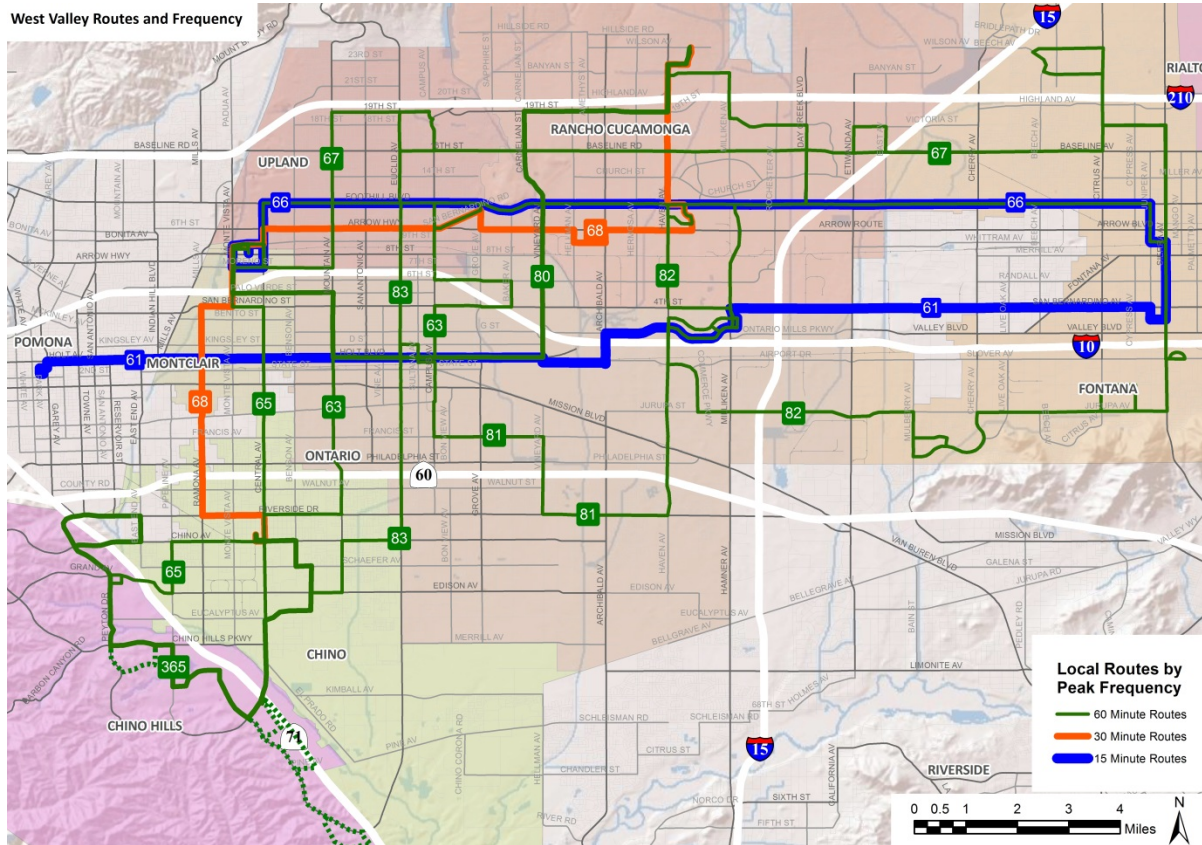
East Valley After

East Valley Routes and Frequency



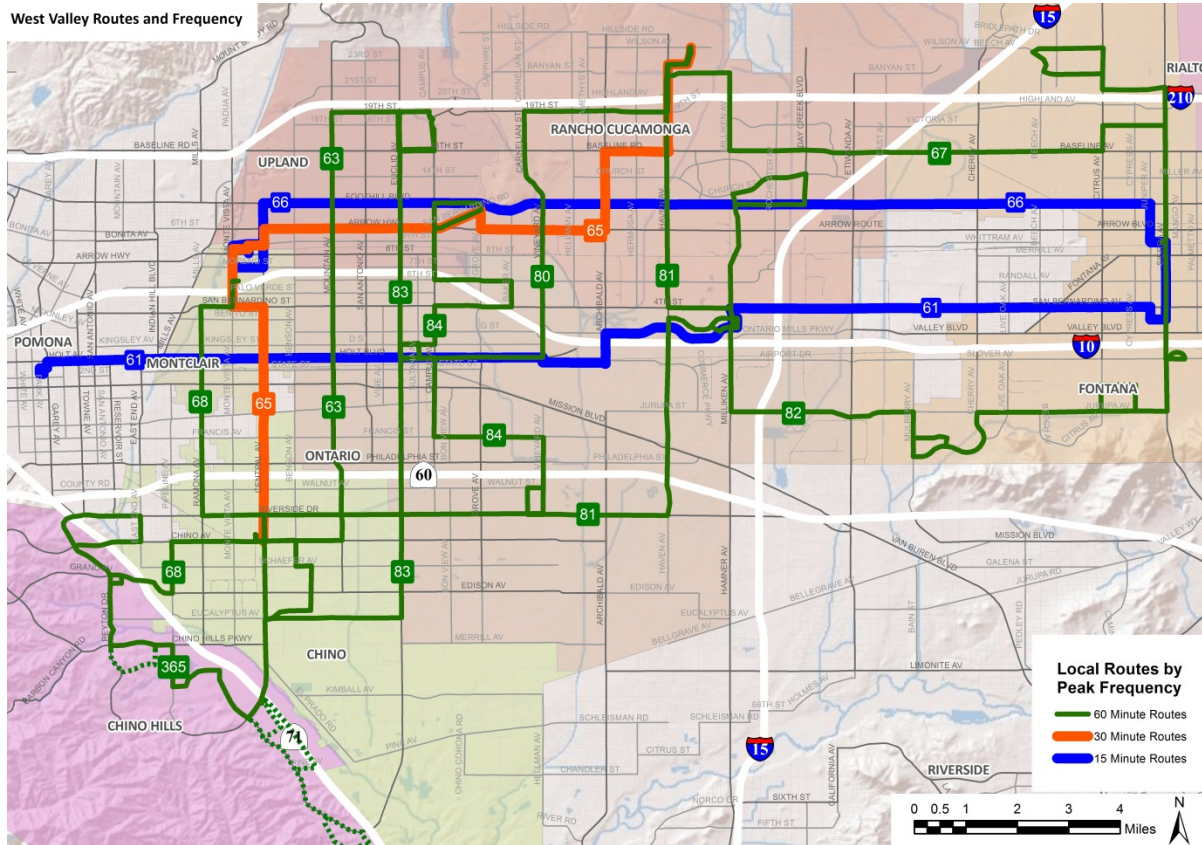
West Valley Before

West Valley Routes and Frequency



West Valley After

West Valley Routes and Frequency

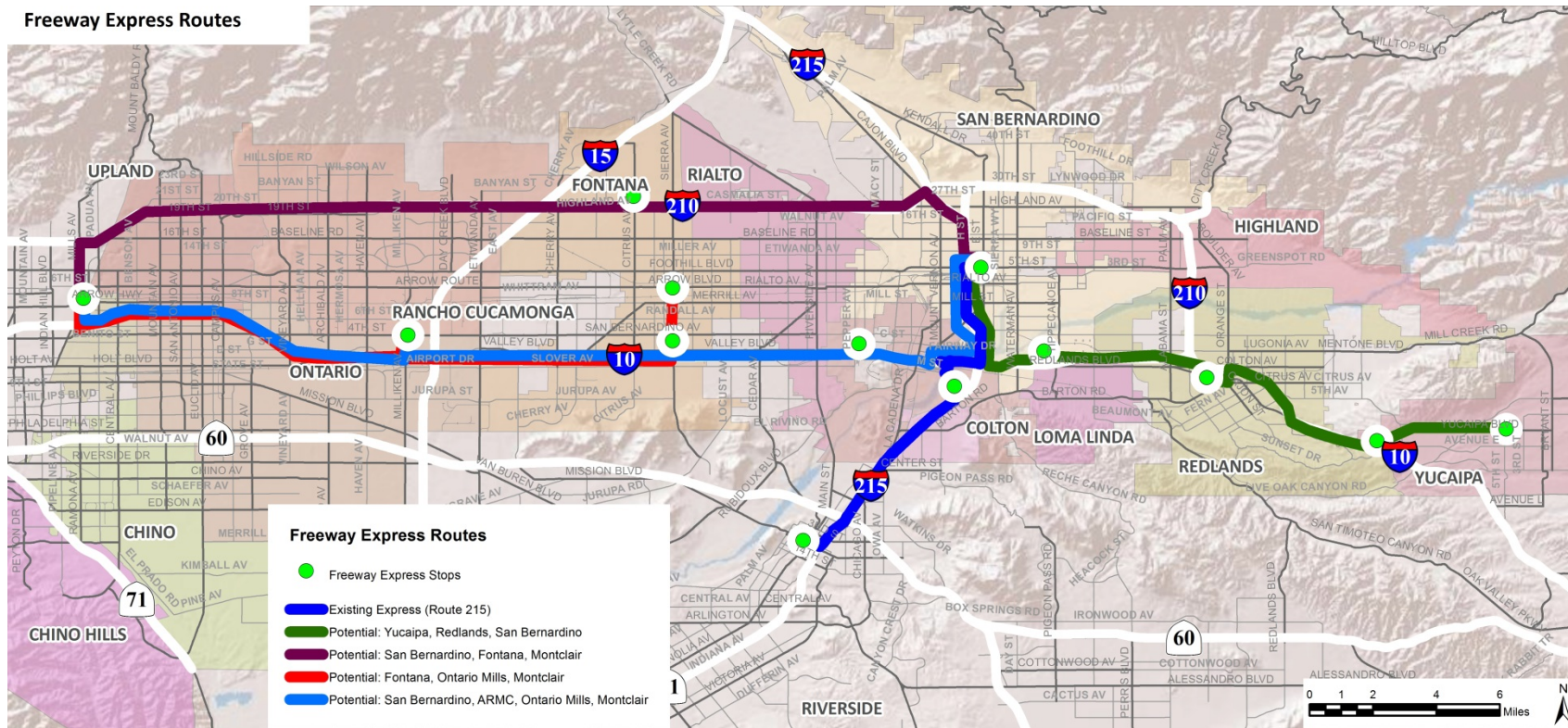


Local Route Changes

- Proposed Local changes can be made at cost neutrally.

Freeway Express Routes

Freeway Express Routes



OmniGo & OmniLink: Duplicate Services

OmniGo began in FY2011. Designed to maximize ability to provide service to most OmniLink Riders.

- OmniGo has grown to 145,000 boardings per year, vs. 18,000 on OmniLink

Omnalink cost of \$420,000 per year

- \$23 per passenger vs. \$12 per passenger on OmniGo and \$3.50 on regular bus service

OmniGo & OmniLink: Duplicate Services

Duplication:

- 80% of OmniLink trips in Yucaipa within OmniGo walking Distance
- 60% of OmniLink trips in Chino Hills within OmniGo walking Distance

Eliminate the duplication?

Elimination of OmniLink (\$23 per passenger) could fund one-peak period freeway service (\$3.50 per passenger).

West Valley Connector

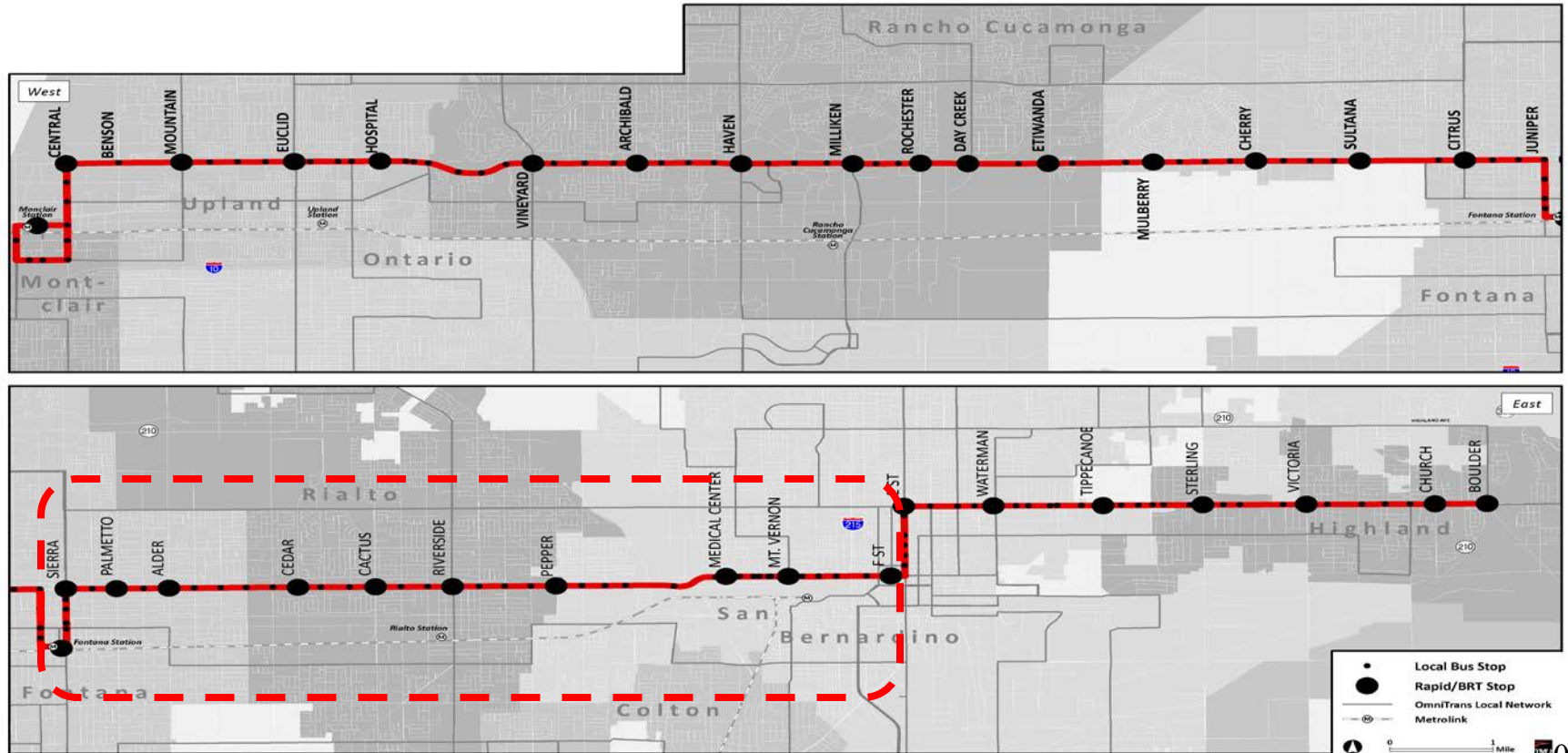
Cost of Service: \$5.5 million

Currently Spend: \$8.3 million on Routes 66 & 61

With significant changes to 66 & 61 can get costs down to net increase of \$1.2 million per year.

Find other parallel corridor savings and fares for remainder. Seek “Plug and Play” potential in Unconstrained Plan.

Foothill Corridor



Source: TMD, SANBAG

Foothill East: Central Corridor

Cost of Service: \$1.7 million

Working to identify funding or grant opportunities.

Unconstrained Plans

Support for proposed services strategy?

Support for any specific changes?

Support to seek public input on proposals?

Constrained Plan

- Recommend East Valley changes for September 2014
- Recommend West Valley changes for September 2015
- Monitor all changes closely and utilize results to further refine to
- I and try to implement additional items from constrained plan.

Unconstrained Capital Plan

- Corridor Improvements:
 - West Valley Connector Rapid Corridor:
 - Transit signal priority;
 - Limited stops; and
 - Enhanced stations
 - Foothill East Rapid Corridor:
 - Transit signal priority;
 - Limited stops; and
- New Fare technology
- Vehicles for operating additional services (if any)
- Bus stop improvements:
 - ADA accessibility
 - Shelters; Seating; Trash receptacles;
 - Electronic real-time arrival information signage; and
- Facilities improvements / operational improvements:
 - Improved or new operating and maintenance facility;
 - Additional security cameras (on routes, at stations, or at facilities);
 - Rooftop solar panels; and
 - Computer equipment, software, or other technology purchases.

Sustainability

Seek Board Support to Sign APTA's Sustainability Commitment

- Commit to make sustainability a strategic goal
- Set target goals and action items
- Work toward Bronze, Silver, Gold, Platinum recognition levels
- No cost
- Set and track at least two sustainability measures and improve by at least 2%.
 - Increase total fixed-route ridership by at least 2% in 2 years (FY 2013 to FY 2015); and,
 - Reduce energy use (heating/cooling) by at least 2% in 2 years (FY 2013 to FY 2015).

Next Steps

- Seek public input
 - Next item Calls for Public Hearing
 - Public Hearing Closes on April 7th
- Submit draft plan to committee for review in Late March
- Submit draft plan to full Board for comment in April
- Submit final plan to full Board for approval in May



Thank You

ITEM # E5

DATE: February 26, 2014

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

**SUBJECT: PUBLIC HEARINGS FOR OMNICONNECTS, THE FISCAL YEARS
2015-2020 SHORT RANGE TRANSIT PLAN**

FORM MOTION

Call for Public Hearings/Open House Sessions to gather input regarding the preparation of OmniConnects as shown below.

SUMMARY

The proposed locations, dates, and times for the Public Hearings/Open House Sessions to receive comments for the preparation of the Fiscal Years 2015 - 2020 Short Range Transit Plan (SRTP) are as follows:

Date	Location	Time
Monday, March 24, 2014	<u>SAN BERNARDINO</u> Feldheim Library Kellogg Room B 555 W. Sixth Street And Fourth Street Transfer Center (Carousel Mall side)	10:00 am to 2:00 pm
		3:30 pm to 6:00 pm
Tuesday, March 25, 2014	<u>CHINO</u> City Council Chambers 13220 Central Avenue And Chino Transit Center Sixth Street (Between Chino Avenue And D Street)	9:00 am to 12:00 pm
		2:00 pm to 6:00 pm
Wednesday, March 26, 2014	<u>REDLANDS</u>	

	Redlands Transfer Mall (Redlands Blvd. and Orange Avenue) And City Council Chambers 35 Cajon Street	1:00 pm to 3:00 pm 5:00 pm to 8:00 pm
Thursday, March 27, 2014	<u>FONTANA</u> Transit Center 16777 Orange Way	7:00 am to 10:00 am
Thursday, March 27, 2014	<u>ONTARIO</u> Senior Center 225 East B Street	5:00 pm to 8:00 pm
Monday, March 31, 2014	<u>MONTCLAIR</u> Transit Center 5091 Richton Road	9:00 am to 12:00 pm
Monday, March 31, 2014	<u>YUCAIPA</u> Transit Center 34278 Yucaipa Blvd.	2:30 pm to 6:30 pm

The public is welcome at these hearings and informational open house sessions any time within the specified hours to view and discuss with staff the proposed changes in OmniConnects. Any person or agency may mail comments until April 7, 2014 to the Omnitrans Planning Department located at 1700 West Fifth Street, San Bernardino, California 92411. Detailed information about OmniConnects may be obtained by writing to the Omnitrans Planning Department or by calling (909) 379-7250 or by sending an email to tembi.morales@omnitrans.org. Additional information can be found on the Omnitrans website at www.omnitrans.org.

BACKGROUND

The public hearings provide Omnitrans an opportunity to present its transportation plans and policies to the general public, agency representatives, and other interested persons. Similarly, it provides an opportunity to obtain comments and views of the general public and interested persons and identify special needs from agency representatives. As required by law, Omnitrans must provide the public an opportunity to provide comments and give input when (1) there is a change in the fare structure; (2) there is any change in service which directly affects 25 percent or more of the route miles, revenue miles, or ridership on a route; or (3) a new transit route is established.

CONCLUSION

Staff recommends that the Call for Public Hearings for the dates, times and locations listed above are approved.

SG:AR:TM