



## PLANS AND PROGRAMS COMMITTEE

MONDAY, AUGUST 22, 2016, 3:00 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: Not scheduled at the 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 – March 24, 2016 and December 8, 2015 3
2. Recommend to Board of Directors - Authorize Cooperative Service Agreement with Pass Transit 10
3. Recommend to Board of Directors, Authorize CEO/General Manager to Sign Joint Procurement Memorandums of Understanding with Victor Valley Transit Authority, Mountain Transit and Morongo Basin Transit Authority 18
4. Recommend to Board of Directors, Adopt Title VI Disparate Impact and Disproportionate Burden Policy 36



**PLANS AND PROGRAMS COMMITTEE**

**MONDAY, AUGUST 22, 2016, 3:00 P.M.**

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**1700 WEST 5TH STREET**

**SAN BERNARDINO, CA 92411**

**E. DISCUSSION ITEMS CONTINUED**

- |   |    |
|---|----|
| 5. Recommend to Board of Directors, Issue Call for Public Hearing for Major Service Change Proposal for Route 215   | 41 |
| 6. Recommend Transfer Agreement with Riverside County Transportation Commission be presented directly to Board of Directors and Authorize CEO/General Manager to Sign Cooperative Service/Transfer Agreement with Riverside County Transportation Commission              | 43 |
| 7. Receive and Forward to Board of Directors, Progress Update – West Valley Connector Bus Rapid Transit Project, and Forward to Board of Directors Recommendation to Proceed with Project Development (Environmental and Engineering) for Newly Proposed Branch Alignment | 45 |

**F. REMARKS AND ANNOUNCEMENTS**

**G. ADJOURNMENT**

ITEM # \_\_\_\_\_ E1 \_\_\_\_\_

**PLANS AND PROGRAMS COMMITTEE  
MINUTES  
MARCH 24, 2016**

**A. CALL TO ORDER**

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 2:36 p.m., March 24, 2016.

**Committee Members Present**

Council Member Penny Lilburn, City of Highland – Committee Chair  
Council Member Alan Wapner, City of Ontario – via Teleconference

**Committee Members Not Present**

Council Member Ron Dailey, City of Loma Linda  
Council Member Dick Riddell, City of Yucaipa  
Mayor Deborah Robertson, City of Rialto  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace  
Supervisor Janice Rutherford, County of San Bernardino  
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga  
Mayor Dennis Yates, City of Chino

**OmniTrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager  
Samuel Gibbs, Director of Internal Audit  
Jacob Harms, Director of Information Technology  
Jennifer Sims, Director of Procurement  
Andres Ramirez, Program Manager, IPMO  
Wendy Williams, Director of Marketing and Planning  
John Steffon, Transportation Manager, East Valley  
Jeremiah Bryant, Service Planning Manager  
Omar Bryant, East Valley Maintenance Manager  
Anna Jaiswal, Development Planning Manager  
Maurice Mansion, Treasury Manager  
Mark Crosby, Safety & Regulatory Compliance Specialist  
Vicki Dennett, Executive Assistant to the CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

There were no announcements.

**C. COMMUNICATION FROM THE PUBLIC**

There were no comments from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no conflicts of interest issues identified.

**E. DISCUSSION ITEMS**

1. Approve Plans & Programs Committee Minutes – December 8, 2015

Motion was moved forward to the next committee meeting.

2. Recommend to Board of Directors, Authorize CEO/General Manager to Sign Cooperative Service Agreements with Victor Valley Transit Authority and Mountain Transit

Service Planning Manager Jeremiah Bryant presented this item, which resulted from SANBAG's 2014 transit efficiency study.

These agreements will establish a mutual aid framework that provides the mechanism for Omnitrans to offer and bill for aid provided upon request to neighboring transit agencies in the event of accidents, incidents, mechanical issues or similar occurrences. Additionally, if the connecting roads are closed by fire, snow or for other reasons, Omnitrans agrees to help collect riders for VVTA and Mountain Transit, the anticipated collection site identified as the San Bernardino Transit Center.

The Committee directed this item be moved to the Board without recommendation by Committee as a quorum was not present.

3. Recommend to Board of Directors, Adoption of Fiscal Year 2016-2017 Service and Marketing Plans

Service Planning Manager Jeremiah Bryant presented the Service Plan and briefly discussed the seven sections:

1. Intro/Background
2. Ridership Trends
3. Proposed Changes
4. FY2017 Service Forecasts
5. Fare Structure
6. Public Input
7. Title VI

Two new grant-funded programs included in the FY2017 Plan are the Yucaipa/Redlands to San Bernardino Transit Center Freeway Express, and the OmniGo Ontario Airport

Shuttle Partnership. Amendments to the Plan will be brought forward as partnerships are formed. Once Redlands Rail is operational in five years, the service will stop at Redlands Mall rather than continue on to SBTC. Our service area starts in Yucaipa and ends in Montclair—it used to take four hours to complete this one-way trip—Freeway Express changes have cut the time in half. From SBTC we will have Freeway Express routes traveling East, West, North and South. Proposed implementation will occur in January 2017. As part of Title VI, there is a series of five public outreach meetings planned. Chair Lilburn suggested more interaction with the cities affected by changes to the Service Plan.

Marketing Director Wendy Williams presented the Marketing Plan for discussion, highlighting Key Performance Indicators. Despite a 91% public awareness factor, a 76% positive public opinion, and an 80% customer satisfaction rating, ridership is negative 11%. However, sbX ridership is up 26%. There will be a series of public outreach efforts relating to the West Valley Corridor Connector project. Chair Lilburn asked whether we maintain contact with sbX-affected businesses. Marketing does maintain contact, and has been in communication with hotels along the route, encouraging them to promote the line. We have surpassed 1,000,000 sbX trips. Advertising revenue is up 23%. We have WiFi on sbX buses, and on Freeway Express buses, and we know that it is used and appreciated.

The Committee directed this item be moved to the Board without recommendation by Committee as a quorum was not present.

4. Receive and Forward to Board of Directors, Progress Update, West Valley Connector Project

This item was pulled from the agenda.

## **F. REMARKS AND ANNOUNCEMENTS**

There were no remarks or announcements.

## **G. ADJOURNMENT**

The Plans & Programs Committee meeting adjourned at 3:18 p.m. The next Committee Meeting will be posted at Omnitrans and on the Omnitrans website.

Prepared by:

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Christine Vega, Administrative Secretary

**PLANS AND PROGRAMS COMMITTEE  
MINUTES  
DECEMBER 8, 2015**

**A. CALL TO ORDER**

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 1:02 p.m., December 8, 2015.

**Committee Members Present**

Council Member Penny Lilburn, City of Highland – Committee Chair  
Council Member Dick Riddell, City of Yucaipa  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace  
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga  
Council Member Alan Wapner, City of Ontario – via Teleconference  
Mayor Dennis Yates, City of Chino

**Committee Members Not Present**

Council Member Ron Dailey, City of Loma Linda  
Supervisor Janice Rutherford, County of San Bernardino

**Others Present**

Gerard Lumabas, PE, Parsons Transportation Group, Inc.

**OmniTrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager  
Diane Caldera, Director of Operations  
Jack Dooley, Director of Maintenance  
Marge Ewing, Director of Human Resources/Safety & Regulatory Compliance  
Samuel Gibbs, Director of Internal Audit  
Jennifer Sims, Director of Procurement  
Wendy Williams, Director of Marketing and Planning  
Jeremiah Bryant, Service Planning Manager  
Terry Morocco, Safety & Regulatory Compliance Specialist  
Victor Cuate, Scheduling Analyst  
Vicki Dennett, Executive Assistant to the CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

There were no announcements.

**C. COMMUNICATION FROM THE PUBLIC**

There were no comments from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no conflicts of interest issues identified.

**E. DISCUSSION ITEMS**

1. Approve Plans & Programs Committee Minutes – August 10, 2015

M/S (Yates/Spagnolo) that approved the minutes of August 10, 2015. Motion was approved unanimously.

2. Recommend to Board of Directors, Cooperative Service Agreement with Riverside Transit Agency

Service Planning Manager Jeremiah Bryant presented this item, and discussed the four significant changes from 2008:

1. Explicitly adds Veteran Fares to the list of eligible transfer passes between the two agencies;
2. Adds the Military Veteran ID accepted by each transit agency to the other transit agency's acceptable ID list;
3. Eliminates the contractual language that could require customers to pay an equalizing fare differential; and
4. Allows Omnitrans pass holders to transfer to RTA's CommuterLink freeway express routes by paying only the premium portion of the CommuterLink fare.

M/S (Yates/Spagnolo) that recommended to Board of Directors to authorize the CEO/General Manager to sign the Interagency Service Agreement between Omnitrans and the Riverside Transit Agency (RTA). Motion was approved unanimously.

3. Recommend to Board of Directors, Mutual Aid Agreements with Victor Valley Transit Agency (VVTA) and Mountain Transit

Service Planning Manager Jeremiah Bryant presented this item, which resulted from SANBAG's 2014 transit efficiency study.

These MOU's will establish a mutual aid framework that provides the mechanism for Omnitrans to offer and bill for aid provided upon request to neighboring transit agencies in the event of accidents, incidents, mechanical issues or similar occurrences. Additionally, if the connecting roads are closed by fire, snow or for other reasons, Omnitrans agrees to help collect riders for VVTA and Mountain Transit, the anticipated collection site identified as the San Bernardino Transit Center.

M/S (Yates/Riddell) to recommend the Board of Directors authorize the CEO/General Manager to sign the Mutual Aid Memorandum of Understanding between Omnitrans and Victor Valley Transit Agency (VVTa); and recommend the Board of Directors authorize the CEO/General Manager to sign the Mutual Aid Memorandum of Understanding between Omnitrans and Mountain Transit. Motion was approved unanimously.

4. Receive and File American Bus Benchmarking Group Customer Satisfaction Survey of Omnitrans

Service Planning Manager Jeremiah Bryant discussed the results of the survey, highlighting the key findings:

- 80.4% overall satisfaction rating.
- Customer satisfaction with availability of services has moved from below average to above average.
- Customer satisfaction has fallen regarding convenience of paying for the fare following the September 2014 fare increase.
- Omnitrans consistently benchmarks as the lowest-rated agency on perceived safety and security at bus stops. Omnitrans looks forward to the 2016 survey, which should reflect the increased focus on safety and security at the San Bernardino Transit Center, Omnitrans' single busiest bus stop.
- Improved travel time has moved Omnitrans from a below average score to an above average score.

The Committee expressed interest and concern about Omnitrans ranking lowest on the 'perceived safety and security at bus stops' and inquired about what's creating the perception. Is it crime, traffic, safety inside the bus, and which cities were the respondents referring to as negatively on the issue?

Service Planning Manager Bryant explained that the details on where and why safety and security is perceived as negative is not something that can be gleaned from the survey taken, but it is something that Omnitrans can research. He added that with the opening of the San Bernardino Transit Center, the results may be quite different next year.

The Committee received and filed the presentation highlighting the results of the American Bus Benchmarking Group (ABBG) Customer Satisfaction Survey of Omnitrans, and recommended that this matter be researched further and be referred to the Operations & Safety Committee.

5. Receive and file sbX Customer Satisfaction Intercept Survey

Service Planning Manager Jeremiah Bryant discussed this survey, completed by Scheduling Analyst Victor Cuate. Member Yates suggested surveying businesses along the corridor in another year to see how sbX has affected their businesses. Jeremiah said such a survey is scheduled for late in 2016. WiFi on board is never going to give the level of satisfaction that a stationary connection will, but we will continue to try to



improve. Member Robles asked for a copy of the sbX Systemwide Plan which Jeremiah will provide.

The Committee received and filed the presentation highlighting the results of a September 2015 Omnitrans Customer Intercept Survey conducted on sbX.

6. Receive and File Project Update – West Valley Connector Corridor.

Parsons Project Manager Gerard Lumabas presented this item. He reviewed project background, and the three components comprising the project. Mr. Lumabas briefly discussed the tasks to be accomplished over the next 18 months, during the Architectural, Engineering and Final Design phase:

1. Conceptual design of corridor next steps;
2. Complete environmental documentation and clearance (NEPA/CEQA);
3. Develop financing plan;
4. Complete final design and prepare bid package for construction; and
5. Update Omnitrans' long range BRT Systemwide Plan.

The Committee received and filed a Project Update on the Architectural, Engineering and Final Design phase of the West Valley Connector Corridor rapid transit project.

7. Set the Next Plans and Programs Committee Meeting.

As the proposed date of March 8, 2016 for the next Plans and Programs Committee meeting conflicts with the National League of Cities Council meeting, staff will poll members for a different date in March.

**F. REMARKS AND ANNOUNCEMENTS**

There were no remarks or announcements.

**G. ADJOURNMENT**

The Plans & Programs Committee meeting adjourned at 1:58 p.m. The next Committee Meeting will be posted at Omnitrans and on the Omnitrans website.

Prepared by:

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Christine Vega, Administrative Secretary

ITEM #           E2          

**DATE:** August 22, 2016

**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 PASS TRANSIT**

**FORM MOTION**

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

*This item has been reviewed by Omnitrans' legal counsel.*

**BACKGROUND**

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

Omnitrans desires to enter into a new CSA with Pass Transit which serves the City of Beaumont and Calimesa in Riverside County. In August 2016, Pass Transit began a new service in the City of Calimesa (Route 136) that offers connection to Omnitrans' OmniGo service in Yucaipa along Countyline Road. Adoption of this CSA will allow customers to more easily transfer between Pass Transit and OmniGo service.

Additionally, Pass Transit has CommuterLink service that serves the San Bernardino Metrolink Station and the Jerry Pettis VA Medical Center in Loma Linda. While discussing the connections to Route 136, Omnitrans offered and Pass Transit accepted an invitation to connect with Omnitrans, Mountain Transit and Victor Valley Transit Agency at the San Bernardino Transit Center (SBTC). This CSA also allows for improved transfers at the SBTC. Omnitrans will

accept a free transfer from CommuterLink 120, and Omnitrans riders will get a \$1.00 discount off of Commuter Link fares as Commuter Link has a higher \$3 premium fare.

Approval of the proposed CSA between Omnitrans and Pass Transit will have no fiscal impact on Omnitrans.

### **CONCLUSION**

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

PSG:WW:JB

**INTERAGENCY SERVICE AGREEMENT BETWEEN  
OMNITRANS  
AND  
THE CITY OF BEAUMONT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between Omnitrans, a public agency formed under a Joint Powers Agreement, 1700 W. Fifth Street, San Bernardino, California 92411 (hereinafter referred to as "OMNITRANS"); and the City of Beaumont, a municipal corporation, 550 East 6<sup>th</sup> Street, Beaumont, California 92223 (hereinafter referred to as "CITY").

RECITALS:

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

WHEREAS, CITY operates a transit system that is commonly known as "Pass Transit;" and

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

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

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

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

ARTICLE 1. PUBLIC INFORMATION

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

## ARTICLE 2. STOPS

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

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

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

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

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

## ARTICLE 3. FARES

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

## ARTICLE 4. TRANSFER CONNECTIONS

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

## ARTICLE 5. TRANSFER

A. OMNITRANS shall accept CITY'S transfer media valued at OMNITRANS' base fare for that service toward OMNITRANS' regular fixed route service at locations where OMNITRANS' and Pass Transit's services intersect. In the event that the base fare for

Pass Transit service is valued at more than OMNITRANS' base fare, no change or credit will be due to the passenger. Passengers are not required to top-up their fare to cover any shortfall between the Pass Transit's and OMNITRANS' base fares. Transfer media includes valid multi-use passes such as daily, weekly and monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

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

C. CITY shall accept OMNITRANS' transfer media for a one dollar (\$1) discount on Pass Transit CommuterLink buses with their applicable premium fare. Transfer media includes valid multi-use passes such as daily, weekly and monthly passes issued for various fare categories including but not limited to full-fare, senior, disabled, Medicare, veteran, student and youth categories.

D. The transfer media are not valid for Dial-A-Ride or Access Service.

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

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

G. OMNITRANS shall accept CITY's Military Veteran Identification for purchase of OMNITRANS' reduced Veterans fares.

## ARTICLE 6. OPERATIONAL INFORMATION

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

## ARTICLE 7. CONTROL AND RESPONSIBILITY

A. Each party to this Agreement, in its operations pursuant hereto, is acting as an independent contractor and agrees to indemnify and hold the other party, including its officers, directors, employees, agents, subcontractors and suppliers, harmless from and against all claims, losses, damages and expenses, including attorney's fees, on account of bodily injury to or death of any person, or for property damage arising out of the performance of services described in this Agreement including but not limited to each party's provision of transportation services within or without the jurisdiction of the other party, except to the extent caused by the negligence or acts or omissions of the other party.

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

## ARTICLE 8. SERVICE TO BE OPERATED

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

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

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

## ARTICLE 10, NO MONETARY CLAIMS

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

## ARTICLE 11. TERMS OF THE AGREEMENT

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

## ARTICLE 12. NOTIFICATION AND MAILING ADDRESSES

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

City of Beaumont:  
Pass Transit  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223  
Attn: City Manager  
  
(951)769-8520

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

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

City of Beaumont:  
Pass Transit  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223  
Attn: Elizabeth Gibbs  
Transit Director  
(951) 769-8530

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

This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services



contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

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

CITY OF BEAUMONT

OMNITRANS

By \_\_\_\_\_

Mike Lara  
Mayor

By \_\_\_\_\_

P. Scott Graham  
CEO/General Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By \_\_\_\_\_

John O. Pinkney  
City Attorney

By \_\_\_\_\_

Erica L. Vega  
Omnitrans Counsel

DRAFT

ITEM #           E3          

**DATE:** August 22, 2016

**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: JOINT PROCUREMENT MEMORANDUM OF UNDERSTANDING  
(MOU) WITH VICTOR VALLEY TRANSIT AUTHORITY (VVTA),  
MOUNTAIN TRANSIT AND MORONGO BASIN TRANSIT AUTHORITY**

### **FORM MOTION**

Recommend the Board of Directors authorize the CEO/General Manager to sign the joint procurement MOU between Omnitrans and VVTA;

Recommend the Board of Directors authorize the CEO/General Manager to sign the joint procurement MOU between Omnitrans and Mountain Transit; and

Recommend the Board of Directors authorize the CEO/General Manager to sign the joint procurement MOU between Omnitrans and Morongo Basin Transit Authority.

*These contracts have been reviewed by Omnitrans' legal counsel.*

### **BACKGROUND**

Omnitrans currently maintains two types of agreements with neighboring transit agencies. The most common of these are Cooperative Service Agreements (CSAs), which govern the sharing of information, coordination of schedules, maintenance of shared stops and customer transfer agreements. Omnitrans also maintains Mutual Aid Agreements with some neighboring transit agencies, which govern how the agencies respond to emergencies.

SANBAG completed a San Bernardino County Transit Efficiency Study in 2016. This study recommended codifying Omnitrans current practice of offering joint procurement opportunities to other San Bernardino County transit operators with a MOU. The goal of these MOUs is to maximize the potential to gain economies of scale in large procurements including buses, bus parts, CNG, CNG station maintenance, etc.

These MOUs specify the responsibilities of each member agency in a joint procurement and specifies Omnitrans' role as lead agency should the partner agencies decided to participate in a joint procurement. The MOUs do not require participation.

Approval of the proposed MOUs between Omnitrans and the other San Bernardino County transit operators has no immediate fiscal impact on Omnitrans, but may over time offer some savings opportunities.

### **CONCLUSION**

Approval of these MOUs will make it easier for San Bernardino County transit operators to take advantage of potential cost savings from joint procurements.

PSG:WW:JB

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**OMNITRANS**  
**And**  
**VICTOR VALLEY TRANSIT AUTHORITY**  
**For**  
**JOINT PROCUREMENT**

**This Memorandum of Understanding** ("MOU") is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Omnitrans ("OMNITRANS"), a public agency formed under a Joint Powers Agreement, whose address is 1700 West Fifth St., San Bernardino, California, 92411, and Victor Valley Transit Authority ("VVTA"), a public agency formed under a Joint Powers Agreement, whose address is address, 17150 Smoketree St., Hesperia, California, 92345. OMNITRANS and VVTA are each a "Party" and collectively the "Parties" as identified herein.

**RECITALS:**

**WHEREAS**, OMNITRANS and VVTA both provide transit service in San Bernardino County funded by a variety of federal, state, local, and fare revenue sources; and

**WHEREAS**, for certain types of agency procurements, it may be more cost-effective for the agencies to jointly procure such items in order to achieve economies of scale, make best use of transit funding and minimize costs; and

**WHEREAS**, the Parties desire to establish a mutual understanding to provide for OMNITRANS acting as lead agency, and VVTA acting as participating agency, on such joint procurements, when it is in the interest of both parties to do so; and

**WHEREAS**, this MOU shall supersede any and all previous joint procurement agreements between OMNITRANS and VVTA.

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

1. **Complete Agreement.** This MOU, including any exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU between OMNITRANS and VVTA concerning joint procurement activities, and supersedes all prior representations, understandings, and communications between the parties. The above-referenced Recitals are true and correct and are incorporated by reference herein.
2. **OMNITRANS Responsibilities.** OMNITRANS agrees to the following responsibilities for joint procurements:
  - a. Omnitrans shall serve as lead agency on joint procurements on which the agencies mutually agree to participate. Procurement services ("SERVICES")

may include, but are not limited to, working with participating agencies to prepare and issue Request for Proposals or Invitation for Bids documents, scopes of work, evaluation criteria, and addenda, acting as lead agency during the joint procurement process, communications with vendors/suppliers, leading proposal or bid evaluation processes, and awarding procurement contracts when in the interest of the parties to do so.

- b. OMNITRANS shall work with VVTA to schedule such joint procurements in a timely manner, consistent with the availability and workload of both agencies' staffs.
  - c. OMNITRANS shall ensure that the joint procurements comply with and are consistent with all federal, state and local regulations, circulars and guidelines.
  - d. OMNITRANS is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all SERVICES provided under this MOU, as well as that which may be required by law. OMNITRANS shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. OMNITRANS shall have exclusive control over its employees and VVTA shall not have any authority to direct or control employees of OMNITRANS. OMNITRANS' employees or agents shall not be deemed VVTA employees or agents for any purpose.
  - e. OMNITRANS agrees to indemnify, defend and hold harmless VVTA, its member agencies, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by OMNITRANS, its officers, directors, employees, or agents in connection with or arising out of the performance of services under this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of VVTA, its officers, directors, employees, or agents.
3. **VVTA Responsibilities.** VVTA agrees to the following responsibilities for joint procurements:
- a. VVTA shall be actively involved as a participating agency on joint procurements on which the agencies mutually agree to pursue. As a participating agency, VVTA shall provide input on joint procurements' scopes of work, evaluation criteria, data requirements on VVTA's historic product usage and projected use, and other background information required to provide vendors with sufficient information to make viable proposals/bids on the items or services being procured. VVTA shall also participate in the proposal or bid evaluation process, and shall award its own procurement contract to the selected vendor when it is in the interest of VVTA to do so.
  - b. VVTA shall work with Omnitrans to schedule such joint procurements in a timely manner, consistent with the availability and workload of both agencies' staffs.
  - c. VVTA shall review joint procurements to ensure they comply with and are consistent with all federal, state and local regulations, circulars and guidelines.

- d. VVTA is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all SERVICES provided under this MOU, as well as that which may be required by law. VVTA shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. VVTA shall have exclusive control over its employees and OMNITRANS shall not have any authority to direct or control employees of VVTA. VVTA's employees or agents shall not be deemed OMNITRANS employees or agents for any purpose.
- e. VVTA agrees to indemnify, defend and hold harmless OMNITRANS, its member agencies, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by VVTA, its officers, directors, employees, or agents in connection with or arising out of the performance of this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of OMNITRANS, its officers, directors, employees, or agents.

**4. The Parties Mutually Understand and Agree** to the following mutual responsibilities regarding joint procurements:

- a. Joint procurements may include, but are not limited to, the following items/services:
  - 1. Bus engine and/or transmission heavy overhaul
  - 2. Compressed Natural Gas (CNG) Station maintenance services
  - 3. CNG fuel supply or CNG price hedging financial instruments
  - 4. Buses or other service or support vehicles
  - 5. Other items or services used by the agencies where there is mutual interest in conducting joint procurement.
- b. The scope of work for items or services being jointly procured shall include or address jointly-developed specifications, estimated quantities by agency, contract length/options, warranties and warranty repair arrangements, shipping charges where applicable, supplier schedules, and annual escalation rates.
- c. The Request for Proposals or Invitation for Bids document developed for specific procurements shall include language requiring each agency to award its own purchase contract to the successful supplier, if a contract award is determined to be in the agency's best interest.
- d. No agency shall be required to award a contract under a joint procurement if the procurement results are not economically advantageous to that agency.
- e. Each agency shall be responsible for the cost of the items or services which that agency purchases, including shipping charges to that agency's facility.
- f. This MOU shall commence upon execution by the Parties, and shall continue in full force unless terminated as provided in this MOU.
- g. This MOU may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties. The Parties agree that non-financial administrative changes, such as changes in key personnel, may be approved administratively without re-approval by the Agencies' Boards of Directors.

- h. OMNITRANS or VVTA may terminate this MOU, without cause, by delivering written notice of termination to the other Party not less than thirty (30) calendar days before the date of termination.
- i. The persons executing this MOU on behalf of the parties hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that, by so executing this MOU, the parties hereto are formally bound to the provisions of this MOU.
- j. All notices hereunder and communications required or permitted by this MOU, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this MOU shall be in writing or authorized in writing, and may be sent by regular mail, email or FAX. Any such notice shall be addressed to:

Notices to OMNITRANS:

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

Notices to VVTA:

Name: Mr. Kevin Kane  
Title: Executive Director  
Address: 17150 Smoketree St  
City, State Zip: Hesperia, California, 92345  
Email: kkane@vta.org  
FAX: 760-948-1380

- k. The headings of all sections of this MOU are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.
- l. The provisions of this MOU shall bind and inure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.
- m. If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- n. This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same MOU. Secure electronic signatures will be permitted.
- o. Neither this MOU, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

- p. The Parties warrant that, in the performance of this MOU, they shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.
- q. Either Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- r. This MOU shall be construed and interpreted solely in accordance with the laws of the State of California.

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

OMNITRANS

Victor Valley Transit Authority

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

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

Name: P. Scott Graham

Name: Kevin Kane

Title: CEO/General Manager

Title: Executive Director

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

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

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



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**OMNITRANS**  
**And**  
**MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY**  
**For**  
**JOINT PROCUREMENT**

**This Memorandum of Understanding** ("MOU") is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Omnitrans ("OMNITRANS"), a public agency formed under a Joint Powers Agreement, whose address is 1700 West Fifth St., San Bernardino, California, 92411, and Mountain Area Regional Transit Authority ("MT"), a public agency formed under a Joint Powers Agreement, whose address is address, 41939 Fox Farm Road, Big Bear Lake, California, 92315. OMNITRANS and MT are each a "Party" and collectively the "Parties" as identified herein.

**RECITALS:**

**WHEREAS**, OMNITRANS and MT both provide transit service in San Bernardino County funded by a variety of federal, state, local, and fare revenue sources; and

**WHEREAS**, for certain types of agency procurements, it may be more cost-effective for the agencies to jointly procure such items in order to achieve economies of scale, make best use of transit funding and minimize costs; and

**WHEREAS**, the Parties desire to establish a mutual understanding to provide for OMNITRANS acting as lead agency, and MT acting as participating agency, on such joint procurements, when it is in the interest of both parties to do so; and

**WHEREAS**, this MOU shall supersede any and all previous joint procurement agreements between OMNITRANS and MT.

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

1. **Complete Agreement.** This MOU, including any exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU between OMNITRANS and MT concerning joint procurement activities, and supersedes all prior representations, understandings, and communications between the parties. The above-referenced Recitals are true and correct and are incorporated by reference herein.
2. **OMNITRANS Responsibilities.** OMNITRANS agrees to the following responsibilities for joint procurements:
  - a. Omnitrans shall serve as lead agency on joint procurements on which the agencies mutually agree to participate. Procurement services ("SERVICES")

may include, but are not limited to, working with participating agencies to prepare and issue Request for Proposals or Invitation for Bids documents, scopes of work, evaluation criteria, and addenda, acting as lead agency during the joint procurement process, communications with vendors/suppliers, leading proposal or bid evaluation processes, and awarding procurement contracts when in the interest of the parties to do so.

- b. OMNITRANS shall work with MT to schedule such joint procurements in a timely manner, consistent with the availability and workload of both agencies' staffs.
- c. OMNITRANS shall ensure that the joint procurements comply with and are consistent with all federal, state and local regulations, circulars and guidelines.
- d. OMNITRANS is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all SERVICES provided under this MOU, as well as that which may be required by law. OMNITRANS shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. OMNITRANS shall have exclusive control over its employees and MT shall not have any authority to direct or control employees of OMNITRANS. OMNITRANS' employees or agents shall not be deemed MT employees or agents for any purpose.
- e. OMNITRANS agrees to indemnify, defend and hold harmless MT, its member agencies, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by OMNITRANS, its officers, directors, employees, or agents in connection with or arising out of the performance of services under this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of MT, its officers, directors, employees, or agents.

3. **MT Responsibilities.** MT agrees to the following responsibilities for joint procurements:

- a. MT shall be actively involved as a participating agency on joint procurements on which the agencies mutually agree to pursue. As a participating agency, MT shall provide input on joint procurements' scopes of work, evaluation criteria, data requirements on MT's historic product usage and projected use, and other background information required to provide vendors with sufficient information to make viable proposals/bids on the items or services being procured. MT shall also participate in the proposal or bid evaluation process, and shall award its own procurement contract to the selected vendor when it is in the interest of MT to do so.
- b. MT shall work with Omnitrans to schedule such joint procurements in a timely manner, consistent with the availability and workload of both agencies' staffs.
- c. MT shall review joint procurements to ensure they comply with and are consistent with all federal, state and local regulations, circulars and guidelines.
- d. MT is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all SERVICES provided under this MOU, as well as that which

may be required by law. MT shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. MT shall have exclusive control over its employees and OMNITRANS shall not have any authority to direct or control employees of MT. MT's employees or agents shall not be deemed OMNITRANS employees or agents for any purpose.

- e. MT agrees to indemnify, defend and hold harmless OMNITRANS, its member agencies, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by MT, its officers, directors, employees, or agents in connection with or arising out of the performance of this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of OMNITRANS, its officers, directors, employees, or agents.

4. **The Parties Mutually Understand and Agree** to the following mutual responsibilities regarding joint procurements:

- a. Joint procurements may include, but are not limited to, the following items/services:
  - 1. Bus engine and/or transmission heavy overhaul
  - 2. Compressed Natural Gas (CNG) Station maintenance services
  - 3. CNG fuel supply or CNG price hedging financial instruments
  - 4. Buses or other service or support vehicles
  - 5. Other items or services used by the agencies where there is mutual interest in conducting joint procurement.
- b. The scope of work for items or services being jointly procured shall include or address jointly-developed specifications, estimated quantities by agency, contract length/options, warranties and warranty repair arrangements, shipping charges where applicable, supplier schedules, and annual escalation rates.
- c. The Request for Proposals or Invitation for Bids document developed for specific procurements shall include language requiring each agency to award its own purchase contract to the successful supplier, if a contract award is determined to be in the agency's best interest.
- d. No agency shall be required to award a contract under a joint procurement if the procurement results are not economically advantageous to that agency.
- e. Each agency shall be responsible for the cost of the items or services which that agency purchases, including shipping charges to that agency's facility.
- f. This MOU shall commence upon execution by the Parties, and shall continue in full force unless terminated as provided in this MOU.
- g. This MOU may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties. The Parties agree that non-financial administrative changes, such as changes in key personnel, may be approved administratively without re-approval by the Agencies' Boards of Directors.
- h. OMNITRANS or MT may terminate this MOU, without cause, by delivering written notice of termination to the other Party not less than thirty (30) calendar days before the date of termination.

- i. The persons executing this MOU on behalf of the parties hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that, by so executing this MOU, the parties hereto are formally bound to the provisions of this MOU.
- j. All notices hereunder and communications required or permitted by this MOU, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this MOU shall be in writing or authorized in writing, and may be sent by regular mail, email or FAX. Any such notice shall be addressed to:

Notices to OMNITRANS:

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

Notices to MT:

Name: Ms. Kathy Hawksford  
Title: General Manager/Chief Executive Officer  
Physical Address: 41939 Fox Farm Road  
Mailing Address: PO Box 1501  
City, State Zip: Big Bear Lake, California, 92315  
Email: khawksford@mountaintransit.org  
FAX: 909-963-7200

- k. The headings of all sections of this MOU are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.
- l. The provisions of this MOU shall bind and inure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.
- m. If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- n. This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same MOU. Secure electronic signatures will be permitted.
- o. Neither this MOU, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- p. The Parties warrant that, in the performance of this MOU, they shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.

- q. Either Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- r. This MOU shall be construed and interpreted solely in accordance with the laws of the State of California.

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

OMNITRANS

Victor Valley Transit Authority

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

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

Name: P. Scott Graham

Name: Kathy Hawksford

Title: CEO/General Manager

Title: General Manager/CEO

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

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

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

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**OMNITRANS**  
**And**  
**MORONGO BASIN TRANSIT AUTHORITY**  
**For**  
**JOINT PROCUREMENT**

This Memorandum of Understanding ("MOU") is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Omnitrans ("OMNITRANS"), a public agency formed under a Joint Powers Agreement, whose address is 1700 West Fifth St., San Bernardino, California, 92411, and Morongo Basin Transit Authority ("MBTA"), a public agency formed under a Joint Powers Agreement, whose address is 62405 Verbena Road, Joshua Tree, California, 92252. OMNITRANS and MBTA are each a "Party" and collectively the "Parties" as identified herein.

**RECITALS:**

**WHEREAS**, OMNITRANS and MBTA both provide transit service in San Bernardino County funded by a variety of federal, state, local, and fare revenue sources; and

**WHEREAS**, for certain types of agency procurements, it may be more cost-effective for the agencies to jointly procure such items in order to achieve economies of scale, make best use of transit funding and minimize costs; and

**WHEREAS**, the Parties desire to establish a mutual understanding to provide for OMNITRANS acting as lead agency, and MBTA acting as participating agency, on such joint procurements, when it is in the interest of both parties to do so; and

**WHEREAS**, this MOU shall supersede any and all previous joint procurement agreements between OMNITRANS and MBTA.

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

1. **Complete Agreement.** This MOU, including any exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU between OMNITRANS and MBTA concerning joint procurement activities, and supersedes all prior representations, understandings, and communications between the parties. The above-referenced Recitals are true and correct and are incorporated by reference herein.
2. **OMNITRANS Responsibilities.** OMNITRANS agrees to the following responsibilities for joint procurements:
  - a. Omnitrans shall serve as lead agency on joint procurements on which the agencies mutually agree to participate. Procurement services ("SERVICES")

may include, but are not limited to, working with participating agencies to prepare and issue Request for Proposals or Invitation for Bids documents, scopes of work, evaluation criteria, and addenda, acting as lead agency during the joint procurement process, communications with vendors/suppliers, leading proposal or bid evaluation processes, and awarding procurement contracts when in the interest of the parties to do so.

- b. OMNITRANS shall work with MBTA to schedule such joint procurements in a timely manner, consistent with the availability and workload of both agencies' staffs.
- c. OMNITRANS shall ensure that the joint procurements comply with and are consistent with all federal, state and local regulations, circulars and guidelines.
- d. OMNITRANS is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all SERVICES provided under this MOU, as well as that which may be required by law. OMNITRANS shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. OMNITRANS shall have exclusive control over its employees and MBTA shall not have any authority to direct or control employees of OMNITRANS. OMNITRANS' employees or agents shall not be deemed MBTA employees or agents for any purpose.
- e. OMNITRANS agrees to indemnify, defend and hold harmless MBTA, its member agencies, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by OMNITRANS, its officers, directors, employees, or agents in connection with or arising out of the performance of services under this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of MBTA, its officers, directors, employees, or agents.
- f. To the fullest extent permitted by law, OMNITRANS shall protect, indemnify, defend and hold harmless MBTA and any and all of its officials, employees, volunteers, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, and costs and expenses (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, recklessness, or willful misconduct of MBTA, its officers, agents,

**3. MBTA Responsibilities.** MBTA agrees to the following responsibilities for joint procurements:

- a. MBTA shall be actively involved as a participating agency on joint procurements on which the agencies mutually agree to pursue. As a participating agency, MBTA shall provide input on joint procurements' scopes of work, evaluation criteria, data requirements on MBTA's historic product usage and projected use, and other background information required to provide vendors with sufficient information to make viable proposals/bids on the items

or services being procured. MBTA shall also participate in the proposal or bid evaluation process, and shall award its own procurement contract to the selected vendor when it is in the interest of MBTA to do so.

- b. MBTA shall work with Omnitrans to schedule such joint procurements in a timely manner, consistent with the availability and workload of both agencies' staffs.
- c. MBTA shall review joint procurements to ensure they comply with and are consistent with all federal, state and local regulations, circulars and guidelines.
- d. MBTA is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all SERVICES provided under this MOU, as well as that which may be required by law. MBTA shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. MBTA shall have exclusive control over its employees and OMNITRANS shall not have any authority to direct or control employees of MBTA. MBTA's employees or agents shall not be deemed OMNITRANS employees or agents for any purpose.
- e. MBTA agrees to indemnify, defend and hold harmless OMNITRANS, its member agencies, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by MBTA, its officers, directors, employees, or agents in connection with or arising out of the performance of this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of OMNITRANS, its officers, directors, employees, or agents.
- f. To the fullest extent permitted by law, MBTA shall protect, indemnify, defend and hold harmless OMNITRANS and any and all of its officials, employees, volunteers, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, and costs and expenses (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, recklessness, or willful misconduct of OMNITRANS, its officers, agents,

**4. The Parties Mutually Understand and Agree to the following mutual responsibilities regarding joint procurements:**

- a. Joint procurements may include, but are not limited to, the following items/services:
  - 1. Bus engine and/or transmission heavy overhaul
  - 2. Compressed Natural Gas (CNG) Station maintenance services
  - 3. CNG fuel supply or CNG price hedging financial instruments
  - 4. Non-revenue support vehicles
  - 5. Other items or services used by the agencies where there is mutual interest in conducting joint procurement.
- b. The scope of work for items or services being jointly procured shall include or address jointly-developed specifications, estimated quantities by agency,



- contract length/options, warranties and warranty repair arrangements, shipping charges where applicable, supplier schedules, and annual escalation rates.
- c. The Request for Proposals or Invitation for Bids document developed for specific procurements shall include language requiring each agency to award its own purchase contract to the successful supplier, if a contract award is determined to be in the agency's best interest.
  - d. Participation in joint procurements is entirely voluntary on the part of each agency. Either agency may withdraw after a joint procurement is developed and before it is advertised. Furthermore, no agency shall be required to award a contract under a joint procurement if the procurement results are not economically advantageous to that agency.
  - e. Each agency shall be responsible for the cost of the items or services which that agency purchases, including shipping charges to that agency's facility.
  - f. This MOU shall commence upon execution by the Parties, and shall continue in full force unless terminated as provided in this MOU.
  - g. This MOU may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties. The Parties agree that non-financial administrative changes, such as changes in key personnel, may be approved administratively without re-approval by the Agencies' Boards of Directors.
  - h. OMNITRANS or MBTA may terminate this MOU, without cause, by delivering written notice of termination to the other Party not less than thirty (30) calendar days before the date of termination.
  - i. The persons executing this MOU on behalf of the parties hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that, by so executing this MOU, the parties hereto are formally bound to the provisions of this MOU.
  - j. All notices hereunder and communications required or permitted by this MOU, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this MOU shall be in writing or authorized in writing, and may be sent by regular mail, email or FAX. Any such notice shall be addressed to:

**Notices to OMNITRANS:**

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

**Notices to the MBTA:**

Name: Mark Goodale  
Title: General Manager  
Physical Address: 62405 Verbena Road  
City, State Zip: Joshua Tree, California, 92252  
Email: mark@mbtabus.com  
FAX: 760-366-2445

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

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

OMNITRANS

Morongo Basin Transit Authority

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

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

Name: P. Scott Graham

Name: Mark Goodale

Title: CEO/General Manager

Title: General Manager

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

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

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

DRAFT

ITEM # E4

**DATE:** August 22, 2016

**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: OMNITRANS' TITLE VI DISPARATE IMPACT AND  
DISPROPORTIONATE BURDEN POLICY**

**FORM MOTION**

Recommend that the Board of Directors adopt Omnitrans' proposed Title VI Disparate Impact and Disproportionate Burden Policy.

**BACKGROUND**

As a recipient of federal funding, Omnitrans must abide by mandates set forth in Title VI of the Civil Rights Act of 1965. According to this act, an agency can not discriminate, directly or indirectly, in its service or planning, against minority or low-income communities.

In order to demonstrate compliance, Omnitrans must perform equity analyses as part of its planning process before the implementation of any fare change or any major service change. This is in addition to routinely demonstrating compliance in a required triennial Title VI report.

Omnitrans has routinely completed service equity analyses as required by the Federal Transit Administration (FTA). During the recent triennial audit of Omnitrans, the auditor complemented Omnitrans' demographic analysis and demographic mapping as one of the best the auditor had seen.

Omnitrans' existing practice of Title VI service equity analysis has been to evaluate each change on its own merit. Based on the conditions pertinent to that change, any disparate impact or disproportionate burden would be determined based on those specific conditions. A few peer agencies have had audit findings on similar practices and were required to specifically define a numeric threshold for determining disparate impacts and disproportionate burdens.

Omnitrans' proposed Title VI Disparate Impact and Disproportionate Burden Policy quantitatively defines a disparate impact and disproportionate burden as a change that causes more than a ten-percent (10%) change to the proportion of low-income and minority population

as compared to the existing conditions prior to the proposed change. The policy also defines how data are collected, maintained, analyzed and reported.

This policy as presented is in compliance with current FTA Title VI requirements.

### **CONCLUSION**

Adoption of this Disparate Impact and Disproportionate Burden Policy will enable Omnitrans to better track compliance with Title VI requirements.

PSG:WW:JB:SB

## **Title VI Disparate Impact and Disproportionate Burden**

### ***Introduction***

As a recipient of federal funding, Omnitrans must abide by mandates set forth in Title VI of the Civil Rights Act of 1965. Title VI dictates that an agency cannot in its service or planning discriminate directly or indirectly against minority or low income communities.

In order to demonstrate compliance, Omnitrans must perform equity analyses as part of its planning process before the implementation of any fare change or any major service change, and triennially must deliver a more in-depth report showing the same. In both cases, Omnitrans must demonstrate that it meets its Title VI obligations, and show that changes it has adopted do not adversely affect Minority or Low Income populations (LIM) either directly, or by disparate impact or disproportionate burden. This policy concretely sets out how Omnitrans will quantitatively measure disparate impact and disproportionate burden.

### ***DEFINITIONS***

1. **Title VI Analysis:** The demographic and spatial analysis undertaken in order to demonstrate Omnitrans' compliance with its mandate to not discriminate against or adversely impact in its service to low-income or minority populations.
2. **Equity Analysis:** The analysis undertaken in order to determine whether planned changes to Omnitrans' service or fare structures would constitute a violation of its Title VI mandate.
3. **LIM (Low Income/Minority):** The sum of all minority residents within a given region (regardless of income level), plus all low income (poverty level) white residents in the same region. LIM proportion refers to the percentage of all residents in a given region which are either minority or low-income white residents.
4. **Fare change:** Any change in the agency's fare structure including any increase in fares, any elimination of fare types without equivalents, and, any introduction of a new fare type or fare alternative, including reduced fare service. Fare changes specifically exclude temporary fare reductions and promotional fare reductions.
5. **Major Service Change:** Any service changes that represent a net change of twenty-five percent (25%) of total service miles, hours or boardings on any route.

### ***Collection, Maintenance, and Reporting of Demographic Data***

Demographic data salient to the service area will derive from the latest United States Census or American Community Survey, in the form of either traffic analysis zone (TAZ), tract, block group, or block level data sets. Necessary elements will include but not be limited to: total numbers of residents, total numbers of minority residents, and total numbers of low income white residents. In addition to these demographic analyses, the assessment(s) may also rely on customer satisfactions surveys; origins,

boardings, alightings, and destinations surveys; demographic mapping, primary language spoken; age distribution of the population, etc.

### **Quantitative Measures**

One-half mile pedestrian buffers will be utilized for areas served. Demographic data will be obtained from within these buffers.

### **Appropriate Comparisons**

Given the disparate nature of Omnitrans' service area, it is necessary that commensurable LIM comparisons be made in equity analyses. For example, Omnitrans serves fifteen different cities and unincorporated portions of the county as part of its Joint Powers Agreement, and the demographic profiles of these communities differ substantially. If a change is contemplated in routes serving lower LIM communities, a comparison made only between the LIM profile of the route being changed and the LIM profile of the service area as a whole would be unrealistic. As such, the agency shall make comparisons to locally-derived LIM populations from the community or communities immediately surrounding the area of proposed change. For these reasons, more than one comparison should be made.

In all cases, the most appropriate spatial comparison(s) should be used in the LIM measure. This should be the next larger immediately surrounding and appropriate area to the change being considered AND the most locally immediate coverage LIM from before the change. The following examples should guide LIM comparisons:

<b>LIM of Area to be Measured</b>	<b>What LIM to Compare it to</b>
(New) Service Area LIM	Compare to County LIM overall, AND to Service Area LIM before change
New Single Route LIM (new route)	Compare to the same area's single route LIM before the change (OR to component route elements from before change, if the route is new), AND to Service Area LIM (optional: compare to Local Service area, e.g., East Valley or West Valley)
Single Route LIM in an idiosyncratic region of Service Area	Compare to old version of the route from before the change, AND to Service Area LIM, AND to Local Service Area LIM of the region surrounding the route.
Single Route(s) LIM for realignments	Compare to salient coverage LIM from the same region from before the change AND to Single Route LIM from before the change.
LIM of a Suite of Routes being changed together	Compare to LIM of same suite of routes before the change (or a corresponding suite of component route elements covering the same area) AND compare to either Local Service area (EV or WV) or to Service Area LIM.
LIM of allocated resources (new stops, shelters, amenities; new coaches; new facility, etc)	Compare to background (Service Area LIM) AND to buffer of all stops and/or local stops, and all amenities stops LIM, etc.

In addition, changes within any route will need to be compared to the route before the change. In all pertinent cases, a before and after comparison will need to be made.

***Margin of Error (10% Rule)***

Given the probabilistic nature of the data used in demographic analysis, a statistical margin of error of 10% will be built into the data analyses.

***Determination***

If the proposed change's LIM value equals or exceeds that of the original state or the out-group used for comparison within a 10% margin of error, then the proposed change is considered not to cause disparate impact or disproportionate burden. If the proposed change's LIM value is less than that of the original state (before and after study) beyond a 10% margin of error, then the finding indicates a disparate impact or disproportionate burden. Examples of this evaluation criteria will be found in Omnitrans' Title VI Procedures.

***CONSEQUENCES OF DISPARATE IMPACT***

If, as part of the planning process, disparate impact or disproportionate burden is determined, then Omnitrans will do the following:

- Omnitrans must evaluate alternatives and mitigate burdens where practicable. This will take the form of examining reasonable alternative route structures or alignments.
- If in the case of fare change(s), mitigation will take the form of offering other compensatory fare alternatives along with the proposed change, so that burdened riders will have a choice in the fares they could purchase. Such alternatives can include multi-day (e.g., 7 day) passes and monthly (e.g., 31 day) passes which lower per-unit cost for tickets, and thus give burdened riders some alternative to the proposed increased fare.
- If there exists one or more alternatives that would serve the same legitimate objectives, but with reduced disparate impact or disproportionate burden, then an alternative must be implemented.
- If the action cannot be mitigated, then Omnitrans will present a substantial argument that shows the action meets a legitimate objective, and that the agency has attempted alternatives to the proposed change, but these alternatives are demonstrably worse than the proposal and also fail to meet Title VI obligations themselves. This must all be accomplished before the change moves forward.



ITEM #           E5          

**DATE:** August 22, 2016

**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: CALL FOR PUBLIC HEARING FOR MAJOR SERVICE CHANGE  
PROPOSAL FOR ROUTE 215**

### **FORM MOTION**

Recommend that the Board of Directors issue a Call for Public Hearing for a proposed change to Route 215 service to the Riverside Transit Center.

### **BACKGROUND**

Omnitrans Route 215 is a freeway express route on Interstate 215 that connects Downtown San Bernardino and Downtown Riverside with stops at each city's transit center. Effective in January 2017, Riverside Transit Agency (RTA) will close the Riverside Transit Center and move to a series of street stops approximately 0.3 miles away. Since the Riverside Transit Center is closing, Omnitrans must shift its bus stop to the new on-street transfer mall.

In most cases, the change of one stop along a route does not require a public hearing as the route itself, and the hours and miles of the route remain effectively unchanged. However, forty percent (40%) of boardings on Route 215 occur at the Riverside Transit Center. Omnitrans' major service change policy sets the public hearing threshold at 25% of boardings. As a result, a public hearing is required.

Omnitrans proposes to hold the required public hearings at the San Bernardino Transit Center at or near the Route 215 stop on Thursday, November 3, from 6:00 A.M. through 6:00 P.M. to be combined with a listening session regarding Omnitrans family of freeway express services.

Additionally, as the new street stops reduce Omnitrans total miles traveled on local streets in Riverside, this change allows Omnitrans to extend service to the Downtown Metrolink Station. Omnitrans has entered into discussions with the Riverside County Transportation Commission (RCTC) for access to a stop at the Metrolink station and for funding for this enhanced connection. This potential extension offers Riverside County residents with a direct connection

to the higher frequency and longer service span along the San Bernardino Metrolink line, which RCTC values because of the constraints on the rail line between San Bernardino and Riverside. San Bernardino county residents benefit from this potential extension by improving the connections to Metrolink's Riverside, 91, Inland Empire-Orange County (IEOC) and Perris Valley lines. Lastly, this extension would also add a connection between Omnitrans and Megabus, a private, low-cost, inter-city express bus service provider.

## **CONCLUSION**

With the closing of the Riverside Transit Center expected in January 2017, Omnitrans must hold a public hearing to be in compliance with Omnitrans' major service change policy.

PSG:WW:JB

ITEM # \_\_\_\_\_ E6

**DATE:** August 22, 2016

**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: TRANSFER AGREEMENT WITH RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

### **FORM MOTION**

Allow staff to take the transfer agreement with Riverside County Transportation Commission directly to the Omnitrans Board of Directors with a recommendation that the Board of Directors authorize the CEO/General Manager to sign the Cooperative Service/Transfer Agreement between Omnitrans and Riverside County Transportation Commission.

*Prior to going to the Board of Directors, this contract will be reviewed by Omnitrans Legal Counsel.*

### **BACKGROUND**

Omnitrans Route 215 is a freeway express route on Interstate 215 that connects Downtown San Bernardino and Downtown Riverside with stops at each city's transit center. Effective in January 2017, Riverside Transit Agency (RTA) will close the Riverside Transit Center and move to a series of street stops approximately 0.3 miles away.

As a result of this change and the resulting reduction in travel time in Riverside, Omnitrans desires to add service to the Downtown Riverside Metrolink Station. This extension promotes intermodal connectivity between rail and bus. This benefits Metrolink riders as the rail connection between Riverside and San Bernardino has reached capacity. An example of this is only half of the Inland Empire-Orange County Line (IEOC) trains make the connection into San Bernardino.

Omnitrans has entered into discussions with the Riverside County Transportation Commission (RCTC) for access to a stop at the Metrolink station and for funding for this enhanced connection. This potential extension offers Riverside County residents with a direct connection

to the higher frequency and longer service span along the San Bernardino Metrolink line, which RCTC values because of the constraints on the rail line between San Bernardino and Riverside.

San Bernardino county residents benefit from this potential extension by improving the connections to Metrolink's Riverside, 91, IEOC and Perris Valley lines.

RCTC has expressed their willingness to support this connection in line with their goal of increasing Metrolink ridership and providing greater connectivity to their Metrolink stations.

Currently, Omnitrans has a transfer agreement with Metrolink, where Metrolink pays Omnitrans one-half of a base fare for each transferring rider to/from Metrolink. This is Metrolink's standard transfer agreement with nearly all connecting transit agencies in Southern California.

In Riverside County, RCTC has offered to pay transit operators the remaining half-fare in order to generate additional bus service to the Metrolink lines. RCTC has offered to do the same for Omnitrans' Route 215, which is proposed to connect the Metrolink Station at the San Bernardino Transit Center in Spring 2017 and the Downtown Riverside Metrolink Station, when the Riverside Transit Center closes in January 2017.

Staff has reached agreement on the contract language and it is currently being reviewed by RCTC's legal counsel. In order to move forward in an expedited fashion, staff suggests seeking Plans and Programs Committee approval to move forward with this contract and to take it to the Board of Directors without waiting for another Plans and Programs Committee.

In total, this agreement could generate \$10,000-\$20,000 per year to support the extended service to the Downtown Riverside Metrolink station.

## **CONCLUSION**

With the closing of the Riverside Transit Center expected in January 2017, Omnitrans proposes reconfiguring service in Downtown Riverside. Entering into a transfer agreement with RCTC allows for Omnitrans to be compensated for adding service to the Downtown Riverside Metrolink station by RCTC.

PSG:WW:JB

ITEM # E7

**DATE:** August 22, 2016

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

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

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

**SUBJECT: PROGRESS UPDATE – WEST VALLEY CONNECTOR PROJECT**

**FORM MOTIONS**

1. Receive and forward to the Board of Directors a progress update for the West Valley Connector Bus Rapid Transit project.
2. Forward to the Board of Directors a recommendation to proceed with project development (environmental and engineering) for the newly proposed branch alignment (which is a combination of the originally proposed Milliken alignment plus a branch that travels up Haven Avenue to Chaffey College).

*Alternative Form Motion: Forward to the Board of Directors a recommendation to proceed with project development (environmental and engineering) for the Milliken alignment as originally proposed in the Alternatives Analysis.*

**BACKGROUND**

The goal of the West Valley Connector project is to provide faster, more frequent, and more direct bus service to connect major destinations throughout the western part of the San Bernardino Valley, as well as provide enhanced amenities for passengers. The project is part of a system of ten planned bus rapid transit (BRT) corridors proposed in the *System-wide Transit Corridors Plan for the San Bernardino Valley*, 2011 (see Exhibit A, attached). The first corridor, the sbX Green Line in San Bernardino and Loma Linda, began operation in April 2014.

An Alternatives Analysis for the West Valley Connector was completed in September 2014. The Alternatives Analysis includes a comparison of 16 project alternatives (including various routing options and project characteristics). The resulting proposed project is a 25-mile-long bus rapid transit corridor serving five cities (Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana). The proposed project includes enhanced stops/stations, real-time arrival signage, surveillance and security systems, transit signal priority systems, and dedicated bus lanes on 3.5

miles of Holt Boulevard in the City of Ontario. Ridership is projected to increase on the corridor by 25% near-term and travel time is projected to decrease by 5-10%, benefiting all five cities.

The routing alignment proposed in the Alternatives Analysis is illustrated below. At the Omnitrans Plans and Programs Committee meetings in August and October 2014, the City of Rancho Cucamonga raised a question of whether the service would be utilized by more riders on Haven Avenue rather than Milliken Avenue, and whether the north-south leg of the route should be shifted to Haven.

The Committee members called for a West Valley Connector Task Force, made up of elected officials and staff from each of the five cities on the corridor (as well as regional partners such as SANBAG, SCAG, and Metrolink) to convene and create a shared regional vision for the corridor.

### Recommended Alignment in Alternatives Analysis, August 2014



The Task Force met in January 2015 and in March 2016. Omnitrans staff and the Parsons consulting team (on contract for design and environmental work for the project) analyzed ten additional options. The options were evaluated on the basis of projected ridership, passengers per hour, cost-effectiveness (cost per passenger trip), annual operating cost, destinations served, and whether the option meets regional and local stakeholder goals.

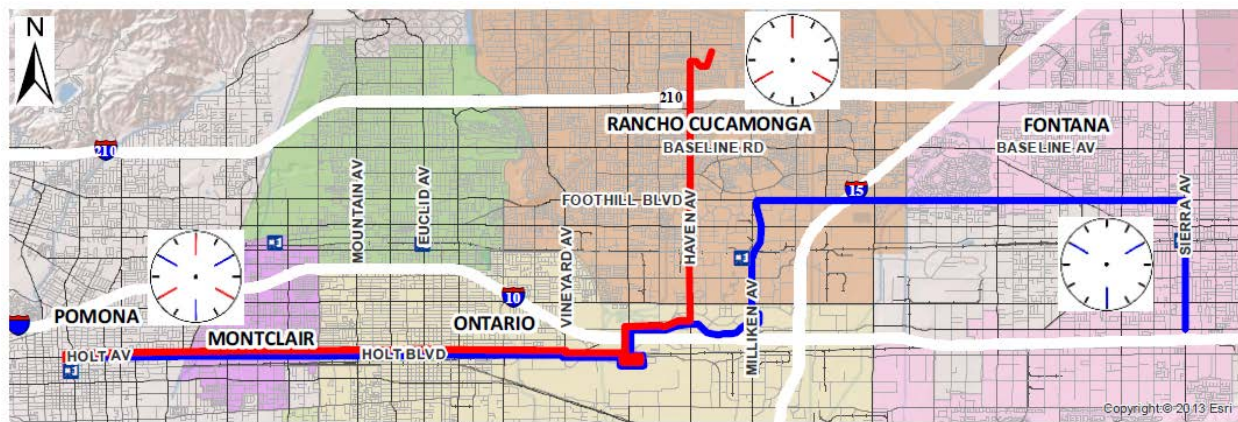
Of all the options analyzed, one new option stood out as performing the best on all the above-listed criteria as well as meeting all of the regional objectives (listed below). This is a branch line option, which splits off at Haven and Inland Empire. One branch travels up Haven Avenue to Chaffey College, which is a high-ridership destination in Omnitrans' system and a logical end-of-line for service on Haven. The other branch continues along the original alignment proposed in the Alternatives Analysis – it travels along Inland Empire to Ontario Mills, then up Milliken to the Rancho Cucamonga Metrolink station, then up to Foothill and over to Sierra to the Fontana



Metrolink station and down to Kaiser Medical Center.

With the branch alignment, the project is still proposed to have 3.5 miles of dedicated bus lanes on Holt Boulevard in the City of Ontario. Where both branches overlap (as shown in the map), from Pomona along Holt Boulevard to Inland Empire and Haven, the frequency will be 10 minutes at peak times and 15 minutes at off-peak times. This is the minimum required frequency for a federal Small Starts grant for a bus rapid transit line, and is the same as the sbX Green Line. The branches are proposed to have a 20-minute frequency at peak times and 30 minutes at off-peak times. This is more in line with the frequency of the Metrolink trains, to which passengers can connect on the Milliken-Foothill-Sierra branch.

### New Proposed Branch Alignment



Following are the regional objectives of West Valley Connector project, which are met by the branch alignment.

- Save travel time for customers;
- Provide the most direct path for the most riders possible;
- Increase frequency on the highest-ridership segment (along Holt Boulevard);
- Enhance multimodal connectivity between ONT airport and RC Metrolink;
- Support planned and potential transit-oriented developments;
- Minimize added annual operating cost (the annual operating cost of the branch line is \$1 million less than the Milliken alignment proposed in the Alternatives Analysis because it has less frequency on the branches);
- Maximize ridership and cost-effectiveness for Small Starts application;
- Integrate into existing network of local routes; and

- Improve service on more than one corridor in the *System-wide Transit Corridors Plan* (this alignment will improve portions of Haven, Holt, Foothill, and Sierra corridors as shown in Exhibit A).

The branch alignment option was presented and discussed with the staff of the cities of Ontario and Rancho Cucamonga on August 10, 2016. Ontario staff, including the City Manager, was supportive of the new branch alignment option, and the Rancho Cucamonga City Manager requested time to review the new option.

Upon a decision of the recommended alignment, Omnitrans staff will meet with staff of all five cities to further discuss station locations, as well as potential changes to local routing that would coincide with the start of the bus rapid transit service in 2020.

## **PROJECT STATUS**

Environmental scoping was conducted in March – April 2016, and a public meeting was held in each of the five cities on the corridor (Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana).

### **Schedule**

Following is a brief overview of the project schedule:

- September 2016 – Submit letter to FTA requesting entry into project development phase for Small Starts grant program;
- September 2016 – Complete 30% preliminary design and cost estimate;
- October 2016 – Complete Financing Plan;
- March 2017 – Public review period for environmental document and public meetings;
- June 2017 – Board of Directors approve Locally Preferred Alternative;
- August 2017 – Complete certification of CEQA and NEPA;
- August 2017 – Submit Small Starts grant package to FTA;
- Spring 2018 – Advertise for construction, pending Small Starts grant approval and funding availability; and
- 2020 – Begin operation of bus rapid transit service.



## Design

The project is currently proposed to include the following components:

- Transit signal priority (with signal coordination);
- Dedicated bus lanes for 3.5 miles of Holt Boulevard in the City of Ontario, with five center median stations;
- 60-foot articulated vehicles with sbX branding;
- Enhanced stations spaced ½-mile to 1 mile apart, including options for the following components based on space availability and cities' requirements: sbX pylon, sbX shelter, bench, trash receptacle, bike rack, NexTrip electronic signage, surveillance cameras, emergency telephones, public address system, LED lighting, solar power, map case/customer information/wayfinding signage, and public art;
- Concrete boarding areas where needed at station locations, and connecting sidewalk where needed within ½ mile of stations;
- Street improvements as needed, including utility improvements and reinforced concrete bus pads at stations; and
- Vehicle maintenance facility needed to support the operation of the corridor.

A preliminary concept for a typical side-running station and an example of a center-running station are shown below.



The project design will be presented to each city for review, refinement, and approval. The design will be tailored as needed to the specific conditions in each city (e.g., the availability of public right-of-way for shelter placement).

### Cost and Funding

The preliminary cost estimate will be developed for the project based on the preliminary design concepts agreed to by the cities along the corridor. The project is currently assumed to be approximately a \$150 million project, including all above-listed components.

The consulting team will be developing a Financing Plan to help strategize the funding and implementation of the project. Omnitrans currently has approximately \$30 million (federal and local) identified to use toward the project, and is planning to apply for a Small Starts grant from the Federal Transit Administration for up to 50% of the remaining capital cost of the project. The Financing Plan will help to identify potential sources of local matching funds, including potential in-kind match that could be provided by the cities (i.e., staff time put toward the project, plan check and permit fee waivers, land or right-of-way acquired along corridor, etc.)

The team will be working to draft project implementation agreements between Omnitrans and each of the cities, to establish the agencies' roles and potential in-kind contributions to the project.

### CONCLUSION

Receive and forward to the Board of Directors a progress update for the West Valley Connector Bus Rapid Transit project, along with a recommendation to proceed with project development (environmental and engineering) with a recommended routing alignment.

The recommended routing alignment and project footprint needs to be incorporated into the environmental document by the end of August 2016 in order to stay on schedule with the environmental process. The environmental certification is critical path and needs to be completed before August 2017 in order to submit the FTA Small Starts grant application by the end of August 2017. Otherwise the project will be delayed one year (and project completion will be delayed from 2020 to 2021) in order to submit the Small Starts grant application in the 2018 grant cycle.

PSG:WW:AMJ

Attachments

## Exhibit A

Map from Omnitrans' *System-wide Transit Corridors Plan for the San Bernardino Valley*, adopted by the Board of Directors in 2011

