



ADMINISTRATIVE AND FINANCE COMMITTEE MEETING
REVISED
AGENDA

Thursday, October 15, 2020 at 8:00 AM

Omnitrans, 1700 West 5th Street, San Bernardino, California 92411

VIRTUAL MEETING

***This meeting is being conducted in accordance with Governor Newsom's
Executive Orders
N-25-20, N-29-20 and N-35-20***

Join Zoom Meeting

<https://omnitrans.zoom.us/j/84620938186>

Meeting ID: 846 2093 8186

There will be no physical location for this meeting. Members of the public wishing to participate via teleconference, can do so by dialing the following number: 1 669-900-6833, Meeting ID: 846 2093 8186. Interested persons who wish to make a public comment, may submit comments in writing to BoardSecretary@omnitrans.org. Comments must be submitted by Wednesday, October 14, 2020 at 5:00 p.m. Comments received will be read into the record.

Committee Members:

City of Rancho Cucamonga
Sam Spagnolo

City of Yucaipa
David Avila

City of Loma Linda
Ron Dailey

City of Montclair
John Dutrey

County of San Bernardino
4th District
Curt Hagman

City of Fontana
John Roberts

City of Ontario
Alan Wapner

The Board of Directors 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 Board Secretary at least three (3) business days prior to the Board Meeting. The Board Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY). 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.

Administrative and Finance Committee AGENDA – Sam Spagnolo, Chair
Thursday, October 15, 2020 at 8:00 AM

<u>ITEM</u>	<u>RECOMMENDATION</u>
A. CALL TO ORDER	
1. Pledge of Allegiance	
2. Roll Call	
B. ANNOUNCEMENTS/PRESENTATIONS	
1. Next Committee Meeting: Thursday November 12, 2020, 8:00 AM Omnitrans Metro Facility Board Room	
C. COMMUNICATIONS FROM THE PUBLIC	
This is the time and place for the general public to address the Board. In accordance with rules applicable to meetings of the Board of Directors, 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	
1. Note agenda item 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 on the appropriate item.	
E. DISCUSSION ITEMS	
1. Administrative & Finance Committee Minutes – September 10, 2020 - Araceli Barajas	APPROVE
2. Innovative Transit Review of the Metro-Valley - Jeremiah Bryant	RECEIVE AND FORWARD
3. New Policy: Electronic Devices - Suzanne Pfeiffer	RECOMMEND THE BOARD APPROVE
4. Authorize Award – Contract HRS21-03 (A-C) Temporary Employment Services - Teresa Villa	RECOMMEND THE BOARD AUTHORIZE
5. CEO/General Manager’s Report - Erin Rogers	RECEIVE AND FILE
F. REMARKS AND ANNOUNCEMENTS	
G. ADJOURNMENT	

Item # D1

DATE: October 15, 2020

TO: Committee Chair Spagnolo and Members of the Administrative & Finance Committee

THROUGH: Erin Rogers, CEO/General Manager

FROM: Teresa Villa, Contracts Manager

SUBJECT: DISCLOSURE(S) REGARDING RECOMMENDATIONS FOR ACTION BY THE OMNITRANS BOARD OF DIRECTORS

FORM MOTION

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Administrative & Finance Committee Meeting scheduled October 15, 2020.

Item	Contract	Principals & Agents	Subcontractors
#E4	Authorize Award Contract HRS21-03 (A-C) Temporary Employment Services	<i>Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services Glendale, CA Michael Hoyal Chief Financial Officer</i> <i>CathyJon Enterprises, Inc. dba HB Staffing Huntington Beach, CA Cathy Volpe President</i> <i>Johnson Service Group, Inc. Westmont, IL Jim Beckley Sr. Vice President</i>	N/A

ER:TV



CONFLICT OF INTEREST FORM

PURPOSE: This form is provided to assist members of the Omnitrans Board of Directors in meeting requirements of Government Code Section 84308 and 87100 in documenting conflict of interest as related to Omnitrans Board/Committee agenda items.

INSTRUCTIONS: Under certain circumstances, Omnitrans Board Members may be required to disclose and disqualify themselves from participating in, influencing, or voting on an agenda item due to personal income, real property interests, investments, business positions, or receipt of campaign contributions. If applicable, Board Members must personally state the following information, for entry into the public record, prior to consideration of the involved agenda item(s) and turn in the completing form to the Recording Secretary prior to leaving the meeting.

BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

CAMPAIGN CONTRIBUTIONS

1. I have a disqualifying campaign contribution of over \$250 from _____
(Name of Company and/or Individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
2. I have a disqualifying campaign contribution of over \$250 from _____
(Name of Company and/or Individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
3. I have a disqualifying campaign contribution of over \$250 from _____
(Name of Company and/or Individual)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____

FINANCIAL INTEREST

1. I have a financial interest of _____
State income, real property interest or business position

Identify company or property location
2. I have a financial interest of _____
State income, real property interest or business position

SIGNATURE

Board Member Signature

Date

Item #: E1

**Administrative & Finance Committee
Minutes, September 10, 2020**

A. Call To Order

In accordance with Governor Newsom's Executive Orders N-25-20, N-29-20, and N-35-20, the September 10, 2020, Administrative & Finance Committee was held virtually. Committee Chair Sam Spagnolo called the meeting to order at 8:00 a.m.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Council Member Sam Spagnolo, City of Rancho Cucamonga – Committee Chair
Mayor David Avila, City of Yucaipa
Council Member Ron Dailey, City of Loma Linda
Mayor John Dutrey, City of Montclair
Supervisor Curt Hagman, County of San Bernardino
Council Member John Roberts, City of Fontana
Council Member Alan Wapner, City of Ontario

Board Members Not Present

None

OmniTrans Administrative Staff Present

Erin Rogers, CEO/General Manager
Shawn Brophy, Director of Operations
Jeremiah Bryant, Director of Strategic Development
Alex Chen, Director of Information Technology
Aaron Moore, Deputy Director of Operations - STS
Suzanne Pfeiffer, Director of Human Resources
Nicole Ramos, Director of Marketing & Communications
Connie Raya, Director of Maintenance
Jerome Rogers, Director of Safety & Regulatory Compliance
Art Torres, Director of Procurement
Donald Walker, Director of Finance
Araceli Barajas, Sr. Executive Asst. to CEO/Clerk of the Board
Melissa Castillo, Customer Service Manager
Victor Cuate, Service Planning Manager
Marcos Espinoza, Network Engineer
Christine Glass, Employee Relations Manager
Jose Hernandez, Community Outreach Coordinator

Frank Holland, Sr. Contract Administrator
Angelica Jara, Contracts Review Analyst
Maurice Mansion, Treasury Manager
Joseph Mercurio, Accounting Manager
Max Shen, Web Designer
Regina Verdugo, Administrative Assistant
Teresa Villa, Procurement Manager

Legal Counsel

Steve DeBaun, Legal Counsel

B. Announcements/Presentations

The next Committee Meeting is scheduled Thursday, October 15, 2020.

C. Communications from the Public

There were no communications from the public.

D. Possible Conflict of Interest Issues

There were no Conflict of Interest Issues.

E. Discussion Items

Vice Chair Dutrey asked that Item #E5 be moved up on the agenda.

5. Recommend the Board of Directors Approve Transition to Hybrid/In-Person Meetings

CEO/General Manager, Erin Rogers provided a brief background on this item as detailed in the staff report.

Member Spagnolo pointed out the potential conflict for Members who serve on both this Committee and the SBCTA Transit Committee and asked if SBCTA would continue to conduct their meetings virtually. Ms. Rogers explained that at this time, SBCTA plans to continue their meetings virtually. She stated that Members can participate remotely or may connect to the SBCTA meeting from Omnitrans if they wish to.

M/S (Avila/Dailey) that recommended the Board of Directors approve the transition to hybrid/in-person Committee meetings; continue virtual Board meetings and reevaluate in January. Roll call vote was taken and the motion passed unanimously by Members present.

1. Approve Administrative and Finance Committee Minutes – August 13, 2020

M/S (Dutrey/Wapner) that approved Administrative & Finance Committee Minutes of August 13, 2020. Roll call vote was taken and the motion passed unanimously by Members present.

2. Receive and Forward to the Board of Directors the Final Consolidation Study Report

The Committee received and forwarded this item to the Board.

3. Receive and Forward to the Board of Directors Customer Comment Standard Operating Procedures Update

Director of Marketing and Communications, Nicole Ramos, provided a brief background on this item as detailed in the staff report.

Member Dailey joined the meeting at 8:12 a.m.

Member Dutrey asked if a complaints report is provided to the Committee or Board on a regular basis. Ms. Ramos responded that the Quarterly Key Performance Indicator (KPI) report includes data on the complaints received; however, it does not provide a breakdown by category.

Member Dutrey asked if complaints mentioned during public comment at the Board meetings are being documented through Customer Service. He asked if perhaps some type of follow-up or close-out update can be provided to the Members.

Member Dailey suggested that additional information be included in the report to highlight any particular problem areas that need to be looked on a more strategic level.

Member Hagman had questions regarding the technology being used to record and track incidents. Ms. Rogers responded that all vehicles are equipped with cameras and the calls are recorded and used in the complaint investigation/resolution process.

Legal Counsel, Steve DeBaun pointed out a potential risk of exposure related to litigation with providing certain level of detail to the public. Mr. DeBaun offered to work with staff if desired. Ms. Rogers stated that an additional layer of information could be included in the next quarterly KPI report.

The Committee received and forwarded this item to the Board.

4. Recommend the Board of Directors Adopt New Policy and Approve Proposed Procurement Policy Changes

Director of Procurement, Art Torres provided a brief background on this item as detailed in the staff report.

Member Dutrey asked if the Board would receive a bi-monthly transparency report. Ms. Rogers affirmed.

M/S (Wapner/Dutrey) that recommended the Board of Directors:

1. Adopt new policy:
 - Policy 1090 Sustainability Procurement Policy; and
2. Approve proposed revisions to the existing policies:
 - 1000 General Policy
 - 1040 Diversity & Economic Opportunity Policy
 - 1050 Standards of Conduct and Conflict of Interest Policy
 - 1060 Contractor Relations Policy
 - 1070 Special Federal Grantee Requirements and Applicable Laws Policy
 - 2000 Purchasing Thresholds
 - 2010 Emergency Non-Competitive & Cooperative Procurements Policy
 - 3000 Procurement Card Program Policy
 - 4000 Formal Solicitation Policy
 - 5000 Protest Policy
 - 6000 Contract Administration Policy
 - 6010 Debarment Policy
 - 7000 Capital Asset Management Policy

Roll call vote was taken and the motion passed unanimously by Members present.

5. CEO/General Manager's Report

CEO/General Manager, Erin Rogers reported on the following items:

- Omnitrans' first microransit service, OmniRide, officially launched on Tuesday, September 8th, in Chino Hills. A COVID friendly ribbon cutting event was held and Vice Chair Dutrey, Board Members Moran and Ulloa, and Chino Hills Mayor Bennett and Councilmember Rogers were in attendance. During the first two full days of operations 18 passengers were transported.
- On Tuesday, September 8th, Omnitrans also implemented its September service changes. Omnitrans increased service on its core network from every 30 minutes to every 20 minutes during the midday and evening peak.

- Legislative Update: Congress returned from August recess and both federal and state associations continue to advocate on behalf of the transit industry for additional COVID-19 emergency funding as well an extension to the FAST Act funding.

F. Adjournment

The Administrative and Finance Committee meeting adjourned at 8:47 a.m.

The next Administrative and Finance Committee Meeting is scheduled Thursday, October 15, 2020 at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Senior Exec. Asst. to the CEO
Clerk of the Board



Item #: E2

DATE: October 15, 2020

TO: Committee Chair Sam Spagnolo and Members of the Administrative and Finance Committee

THROUGH: Erin Rogers, CEO/General Manager

FROM: Jeremiah Bryant, Director of Strategic Development

SUBJECT: **Innovative Transit Review of the Metro-Valley**

Form Motion

Receive and forward to the Board of Directors the Innovative Transit Review of the Metro-Valley which is the final component of the SBCTA/Omnitrans Consolidation Study.

Background

As detailed at the November 2019 Omnitrans Board of Director's Meeting, the San Bernardino County Transportation Authority (SBCTA) awarded a contract to WSP USA, Inc. to complete the SBCTA and Omnitrans Consolidation Study and Innovative Transit Review of the Metro-Valley (Study). The SBCTA Board of Directors decided against consolidation at its September 2020 Board Meeting. The Omnitrans and SBCTA Boards received the final Consolidation Study reports at their October 2020 Board meetings.

The final element of this study is Task 3: Innovative Transit Review of the Metro-Valley. The final report and summary presentation are attached to this staff report.

The Study began before two key items that significantly impact the results of the Innovative Transit review:

- Omnitrans initiating, adopting and implementing the ConnectForward service plan which reduced service levels by 11% through several network changes and implemented the county's first MicroTransit service, OmniRide.
- COVID-19 pandemic which is significantly changing travel patterns and transit demand.

This has left the Innovative Transit Review with a difficult baseline service level to study. COVID emergency service levels are believed to be temporary, with some long-term effects; however, the duration and resumption paths remain unknown. The ConnectForward network has been in service for about a month and is impacted by COVID and has not matured enough to determine the success of the ConnectForward changes.

As a result, the Study focuses on several key areas to make recommendations:

1. Review of Innovative Solutions in Transit using nationwide examples, including Automated Vehicles, Connected Vehicles, Bike Share, Scooter Share, Care Share, MicroTransit, Ridehailing and Mobility as a Service
2. Pre-pandemic Service Characteristics and Performance Analysis
3. Travel Market Analysis

The results of these analysis show that SBCTA and Omnitrans have worked collaboratively to bring about multiple innovative transit projects and have implemented service changes inline with the market travel patterns and transit performance analysis. Examples of core innovative projects include moving forward on the West Valley Connector, Arrow, Ontario Airport Access Tunnel, and OmniRide MicroTransit Pilot. It's important to note that while WSP looked into various types of automated vehicles as an option, it was not feasible due to the stage of the functionality/technology and the costs of implementing a pilot program.

In terms of traditional service performance, WSP's analysis validated many of the changes implemented by Omnitrans in the ConnectForward plan. Additionally, the report provides recommendations to consider additional service changes as the ConnectForward changes mature and performance can be evaluated. That said, WSP has several specific recommendations to improve efficiency or improve transit services that can be implemented in an incremental fashion over the next several years. Key areas of focus include:

- Implementing a Inter-valley Limited Stop Network
- Expansion of High-Frequency Local Network
- Mobility Hubs which bring traditional transit and new mobility service together
- Seven potential MicroTransit service areas to expand upon OmniRide Chino Hills
- Local route service changes

The proposed changes demonstrate a potential demand for additional transit services. Some of the recommendations require coordination among several agencies including cities and/or private companies where transit is already part of the system such as Ontario Mills. The impact of the recommended service changes provides additional mobility options, service to distribution centers, speedier service and enhanced neighborhood options. Collectively the proposed changes increase net annual operating costs by \$8.4 million and require \$46-76 million in capital expenditures. Table 15 on page 88 of the report in Attachment B provides the breakdown of these additional costs.

Based on the currently available transit funding within the Metro-Valley, Omnitrans and SBCTA will consider these proposals should additional funding become available. Additionally, Omnitrans will evaluate and include core elements in the upcoming Short-Range Transit Plan with some elements in the constrained plan and other in the unconstrained plan.

Conclusion

Receiving and forwarding this report completes this study allowing Omnitrans to implement relevant elements in the next Short-Range Transit Plan.

ER:JB

Attachments

- A. PowerPoint Presentation
- B. Innovative Transit Review of the Metro Valley

Consolidation Study and Innovative Transit Review

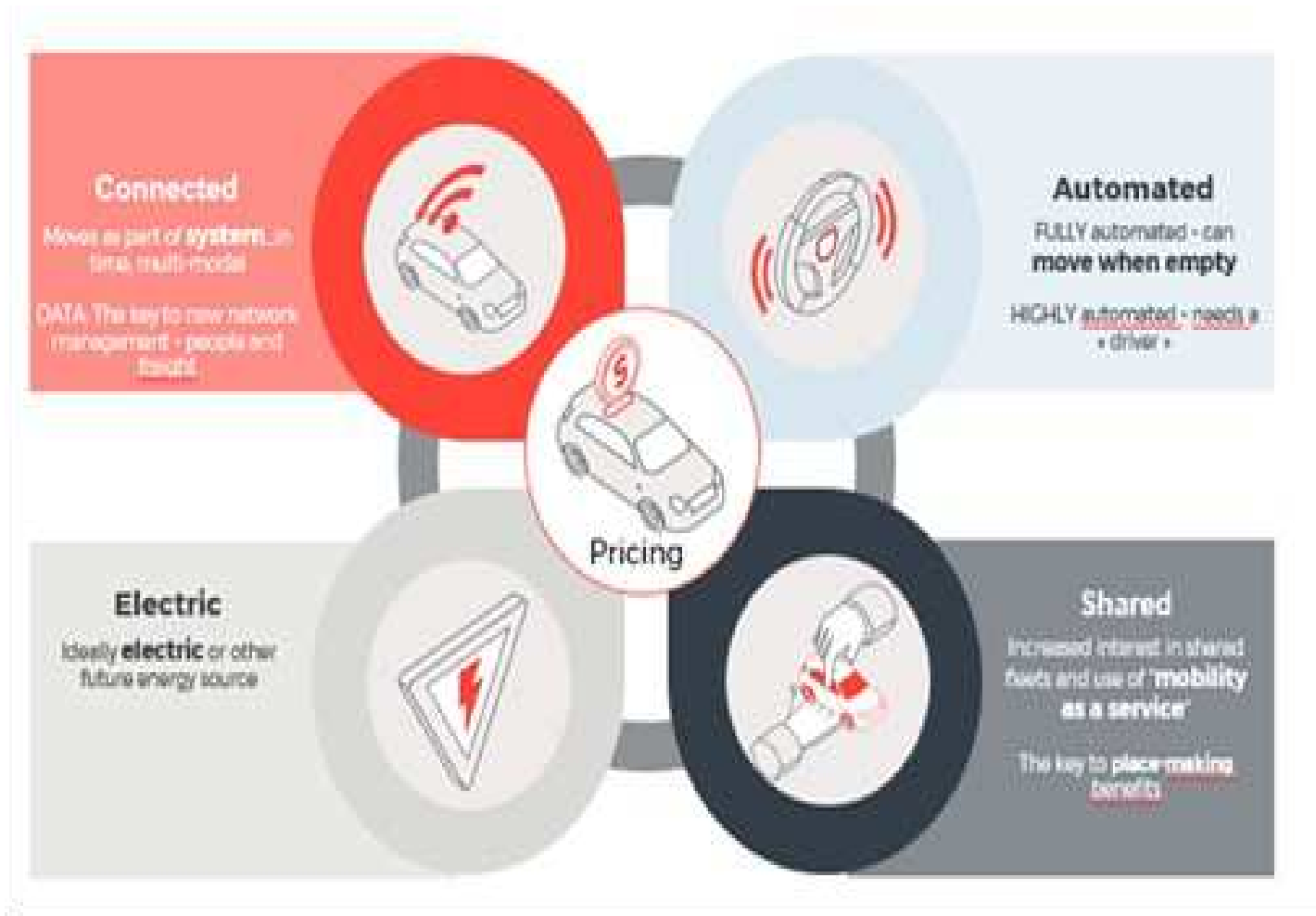
Innovative Transit Report and Summary of Options

San Bernardino County Transportation Authority

Presentation Overview

- Task 3 mobility innovations review
- Assessment of travel markets
- Service innovations
- Summary and matrix of options

Innovative Transit Dimensions



- Pricing is overarching dimension
- Automated Technology nascent now, could be deployed in late 2020s

Summary of Potential Transit Innovations

MODE	DESCRIPTION	DELIVERY MODEL	POTENTIAL OPPORTUNITIES
Bikeshare	Short term bike rental (usually for <1 hour) Membership options (daily to annual). Potential for better data.	Docked, dockless, electric-assist	First and last-mile access to transit stations in more dense regions. Better terms if done on a regional basis.
Scootershare	Short term scooter rental (<1 hour) Membership options (daily to annual). Potential for better data.	Dockless, but may be docked with third-party and software platforms.	Same First and last-mile access and Visibility Opportunities as Bikeshare. Better terms if done on a regional basis.
Carshare	Short term car rental, in fifteen minute to daily increments, with some companies providing membership options.	One-way, round trip, peer-to-peer	Guaranteed access at key transit stations. Create designated parking for carshare vehicles with easy station entrance access.
Ridehailing (Ridesourcing)	Customers use a mobile app to reserve and pay for rides, and to provide feedback. Riders may select the vehicle type/size they want. Customers may also split a ride and fare via app with other riders with different destinations.	Peer to peer, on-demand.	Non-emergency medical transport in place of paratransit, first and last mile for select populations.

Potential Transit Innovations, cont.

MODE	DESCRIPTION	DELIVERY MODEL	POTENTIAL OPPORTUNITIES
Automated Vehicles	Various levels (0 = no automation) to (5 = fully driverless)	Individual vehicles, transit buses, shuttles, fleets.	Testing and education, automated vehicle pilots, early policy setting.
Connected Vehicles	Communication between vehicles, users, and infrastructure for safety/environment/efficiency.	Various	Safety and efficiency improvements for transit systems and corridors
Microtransit	Flexible or fixed route, demand-responsive shared ride options booked, and paid for via mobile app or other tech., e.g. OmniRide.	Fixed-route, flexible route, demand-responsive.	Enhance existing transit through first/last-mile and late-night services, replace low performing routes for savings.
Mobility as a Service (MaaS), Mobility on Demand (MOD)	Grouping various forms of mobility services, including public and private ones, into a single platform for customers in a single format. Omnitrans has partnered with Transit App and Token Transit to begin coordination with other public operators via a private tech partnership.	Multiple delivery modes, including transit, vanpools and shared small vehicles, but generally using a software platform.	Enhance the existing transit system, improve user experience, work toward integration across various mobility options. Allows for seamless payment systems across public and private transportation systems.

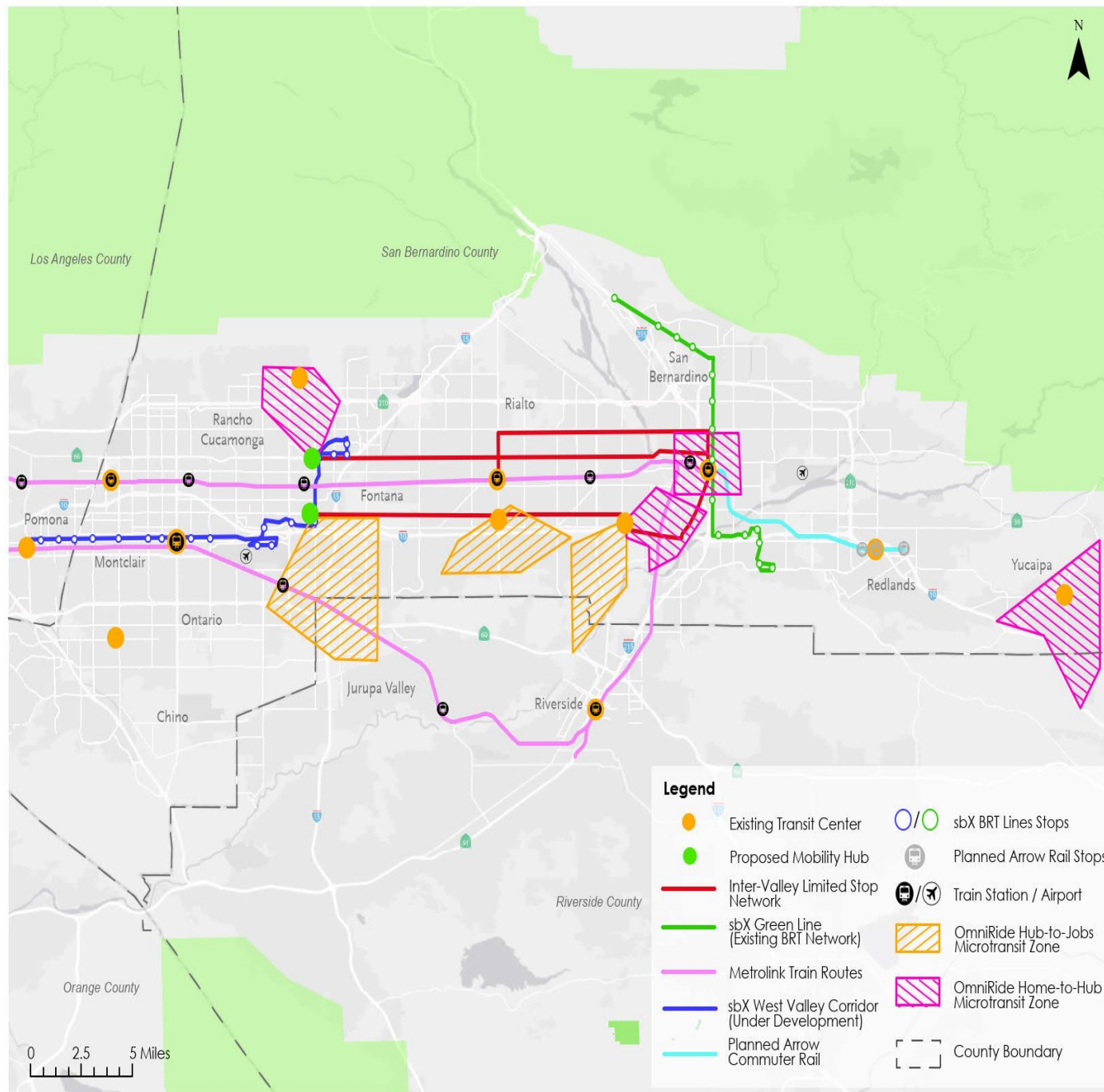
Underserved Transit Markets

O/D Pairs with transit potential

- **San Bernardino-Rancho Cucamonga:** opportunity to explore high capacity transit, mobility hubs and microtransit and micromobility services
- **Pomona-Montclair:** opportunity to explore stop optimization and transit priority treatments to increase speeds – **in progress with West Valley Connector BRT**
- **Rancho Cucamonga-Ontario:** has similar opportunities with San Bernardino-Rancho Cucamonga – **also part of West Valley Connector BRT**
- **Rialto-Fontana:** has similar opportunities with San Bernardino-Rancho Cucamonga
- **San Bernardino-Colton:** opportunity to review the route and the layover to increase the speed
- **Colton:** strong internal potential transit market, could be served well with a mobility hub and microtransit
- **San Bernardino:** strongest opportunity in the region to develop a key mobility hub, micromobility and microtransit
- **Large distribution centers:** key destinations for off-peak trips, opportunity for focused transit services, especially to serve the second and overnight shift jobs

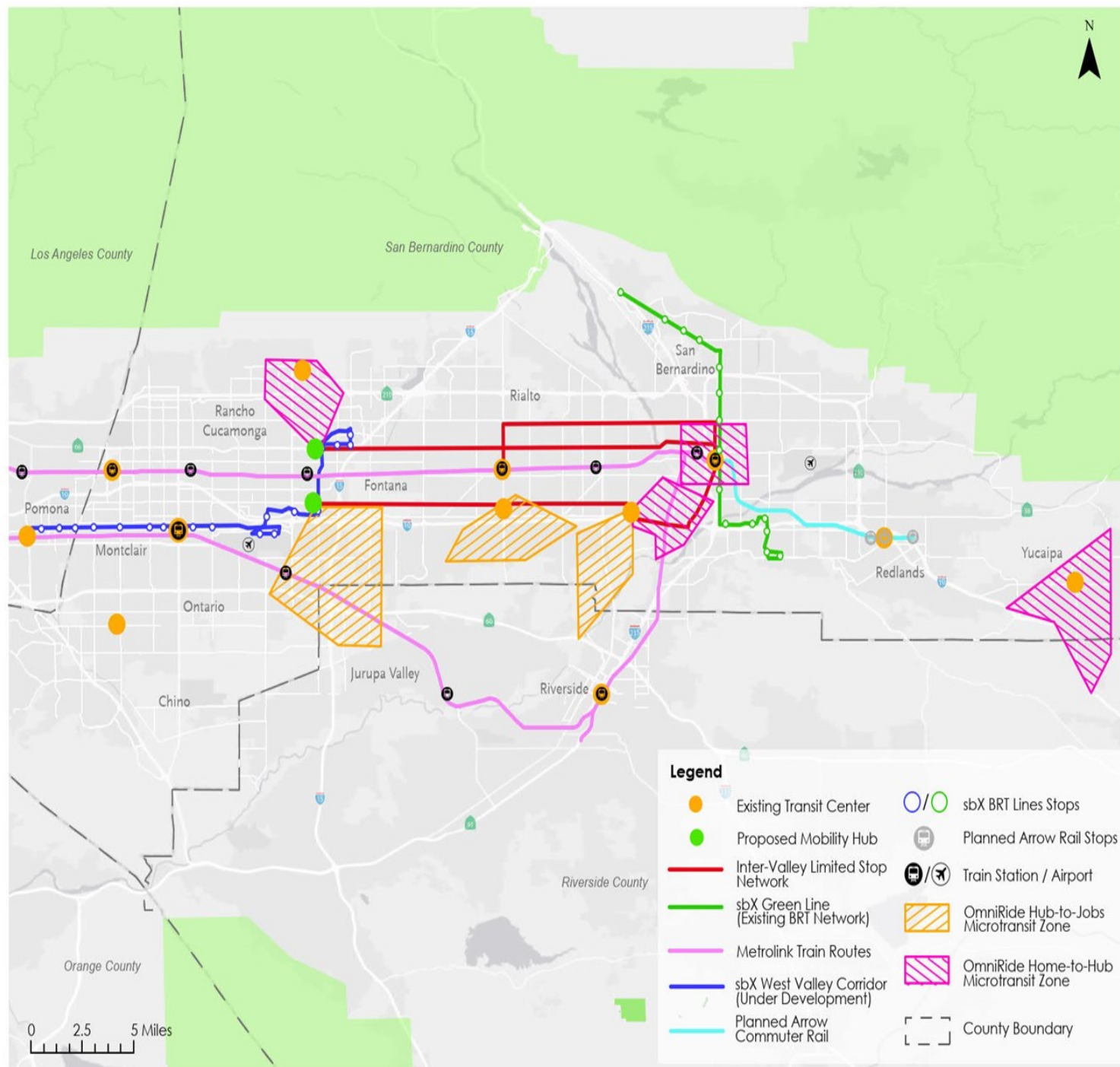
New Metro-Valley Service Concepts

- Overlay network of Inter-Valley routes, limited stops, <20% faster
- Three routes connecting East Valley and West Valley, enhance links between sbX and WVC BRTs
- Two additional high frequency local bus routes
- Two “mobility hubs” at 2 key WVC stations



- 7 new microtransit zones to focus on connections to transit centers and difficult to access job sites.
- More efficient use of dedicated lanes and route design to better connect the SBTC with jobs in DTSB
- Broadened ride hailing and vehicle sharing at stations

New Service Concepts, continued



Bikeshare, Scootershare, Carshare

All involve partnerships with private providers

- Bikeshare/Scootershare options: short-term, partnership models, “docked” systems work better for transit riders
- Carshare: Certainty of curb space needed near transit stations



Expand OmniRide Microtransit Services

- Seven more zones proposed:
 - Home to Hub zones in Colton, Yucaipa, N. Rancho Cucamonga and San Bernardino
 - Hub to Jobs zones in Ontario, Fontana and Bloomington-Colton
- Improved connections to high-capacity and rail services



Mobility Hubs At BRT Stations

- Two smaller mobility hubs proposed:
 - Ontario Mills Mall, City of Ontario
 - Foothill Boulevard and Milliken Avenue, Rancho Cucamonga
- Larger Mobility Hub With Enhanced Range of Microtransit and Micromobility services for Downtown San Bernardino



New Service Concepts Summary

CONCEPT	SERVICE / FACILITY	SERVICE SPAN	FREQUENCY	ADDITIONAL PEAK BUSES	ADDITIONAL ANNUAL OPERATING COST	EXISTING SERVICE REDUCTION	NET ANNUAL OPERATING COST	CAPITAL COST (if new ZEBs)
Inter-Valley Limited Stop Network	Foothill	5:00a-11:00p	30 min	9	\$2,705,832	n/a	\$2,705,832	\$11,000,000
	San Bernardino Ave	5:00a-11:00p	30 min	8	\$2,987,946	\$524,270 (reduce Rt 61 service by 1 bus)	\$2,463,676	\$10,000,000
	Sierra-Baseline	5:00a-11:00p	60 min	6	\$1,813,590	n/a	\$1,813,590	8,000,000
Additional Higher Frequency Routes	8	5:00a-10:00p	35 min	1	\$502,656	n/a	\$502,656	\$2,000,000
	215	5:00a-10:00p	15 min	0	\$246,290	n/a	\$246,290	0
Mobility Hubs	Ontario Mills	n/a	n/a	n/a	n/a	n/a	n/a	\$5 - \$15 m
	Rancho Cucamonga	n/a	n/a	n/a	n/a	n/a	n/a	\$5 - \$15 m

—Range of costs and service increases

—Intended to be a menu



New Service Concepts, Continued

CONCEPT	SERVICE/ FACILITY	SERVICE SPAN	FREQUENCY	ADDITIONAL PEAK BUSES	ADDITIONAL ANNUAL OPERATING COST	EXISTING SERVICE REDUCTION	NET ANNUAL OPERATING COST	CAPITAL COST (incl. new ZEBs)
OmniRide Microtransit	Colton Home-to-Hub	6:00a-8:00p	On-demand	2	\$321,000	\$192,000 (savings by streamling alignment in Colton)	\$129,000	Lease through contract
	Yucaipa Home-to-Hub	6:00a-8:00p	On-demand	3	\$643,000	\$405,000 (elimination of Rt 319)	\$238,000	Lease through contract
	N. Rancho Cucamonga Home-to-Hub	6:00a-8:00p	On-demand	3	\$643,000	\$872,000 (delete Rt 85 north of Rancho Cucamonga mobility hub)	-\$229,000	Lease through contract
	San Bernardino Core Home-to-Hub	6:00a-8:00p	On-demand	2	\$321,000	\$736,000 (streamling local alignments within zone)	-\$415,000	Lease through contract
	Ontario Hub-to-Jobs		On-demand	5	\$1,285,000	\$1,089,000 (shorten Rt 82 south of Ontario Mills Mall)	\$196,000	Lease through contract
	Fontana Hub-to-Jobs		On-demand	3	\$643,000	\$402,000 (eliminate Rt 329)	\$241,000	Lease through contract
	Bloomington-Colton Home-to-Jobs		On-demand	2	\$321,000	n/a	\$321,000	Lease through contract

New Service Concepts, Continued

CONCEPT	SERVICE / FACILITY	SERVICE SPAN	FREQUENCY	ADDITIONAL PEAK BUSES	ADDITIONAL ANNUAL OPERATING COST	EXISTING SERVICE REDUCTION	NET ANNUAL OPERATING COST	CAPITAL COST
Downtown San Bernardino	Consolidated Routes-Access to Jobs	No change	No change	n/a	n/a	n/a	n/a	n/a
Innovative Mobility	Ridehailing	n/a	On-demand	n/a	n/a	n/a	\$200,000 (full time coordinator)	n/a
	Vehicle Sharing	n/a	On-demand	n/a	n/a	n/a		\$5 - \$15 m (for modifications to existing transit/transfer centers to accommodate carshare)
Grand Total If All Services Implemented							\$8.4 million	\$46-\$76 million

- Possible O&M and capital cost savings from route consolidation
- Some O&M and capital costs associated with innovative mobility partnerships

Innovative Transit Review Summary

- Consolidation Study:
 - **September Board Meeting: Board decided to not consolidate based on limited duplication, significant risk and no significant savings**
- Innovative Transit Study:
 - Provided new technology scenarios for consideration
 - Report shows demand for additional Transit Service
 - Current economic/financial condition do not allow for additional services to be deployed at this time
 - Report generally validates Omnitrans ConnectForward service changes
 - **Can use this report for refinements based on ConnectForward results**
 - **Report recommendations will be considered in development of the upcoming Omnitrans SRTP.**



San Bernardino County
Transportation Authority

Thank You



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

CONSOLIDATION STUDY AND INNOVATIVE TRANSIT REVIEW

TASK 3—INNOVATIVE TRANSIT ANALYSIS AND CONCEPTS

OCTOBER 1, 2020





CONSOLIDATION STUDY AND INNOVATIVE TRANSIT REVIEW

TASK 3—INNOVATIVE TRANSIT ANALYSIS AND CONCEPTS

SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY

SUBMITTAL (VERSION 2.0)

PROJECT NO.: 12771C70, TASK NO. 3 202012771C70, TASK NO. 3 2020
DATE: OCTOBER 1, 2020

WSP
SUITE 350
862 E. HOSPITALITY LANE
SAN BERNARDINO, CA 92408

TEL.: +1 909 888-1106
FAX: +1 909 889-1884
WSP.COM



October 1, 2020

Beatriz Valdez, Director of Special Projects and Strategic Initiatives
San Bernardino County Transportation Authority
1170 W. Third Street, 1st Floor
San Bernardino, CA 92410

Dear Ms.Valdez:

Client ref.: Contract No. C14086, CTO No. 70 Contract No. C14086,
CTO No. 70

WSP is pleased to submit this Draft Task 3 Innovative Service Analysis and Concepts Report as part of the Consolidation Study and Innovative Transit Review. Upon receipt of comments from SBCTA and your partners, we will prepare and submit a final version of this report.

Yours sincerely,

Cliff Henke
AVP/Project Leader, Global ZEB/BRT
Coordinator

XX/xx
Encl.

cc:
WSP ref.: 12771C70, Task No. 3 202012771C70, Task No. 3 2020

QUALITY MANAGEMENT

	FIRST ISSUE	TECHNICAL REVIEW	QAQC REVIEW	BACKCHECK AND REVISION	APPROVAL FOR RELEASE
Prepared by		TR	JH	JH/TM	CH
Date		09/01/2020	09/02/2020	09/02/2020	09/02/2020

	SECOND ISSUE	TECHNICAL REVIEW	QAQC REVIEW	BACKCHECK AND REVISION	APPROVAL FOR RELEASE
Prepared by		JH	SH	RM	TR
Date		10/01/2020	09/22/2020	09/22/2020	10/01/2020

SIGNATURES

PREPARED BY

Name, Designation
Title

REVIEWED BY

Name, Designation
Title

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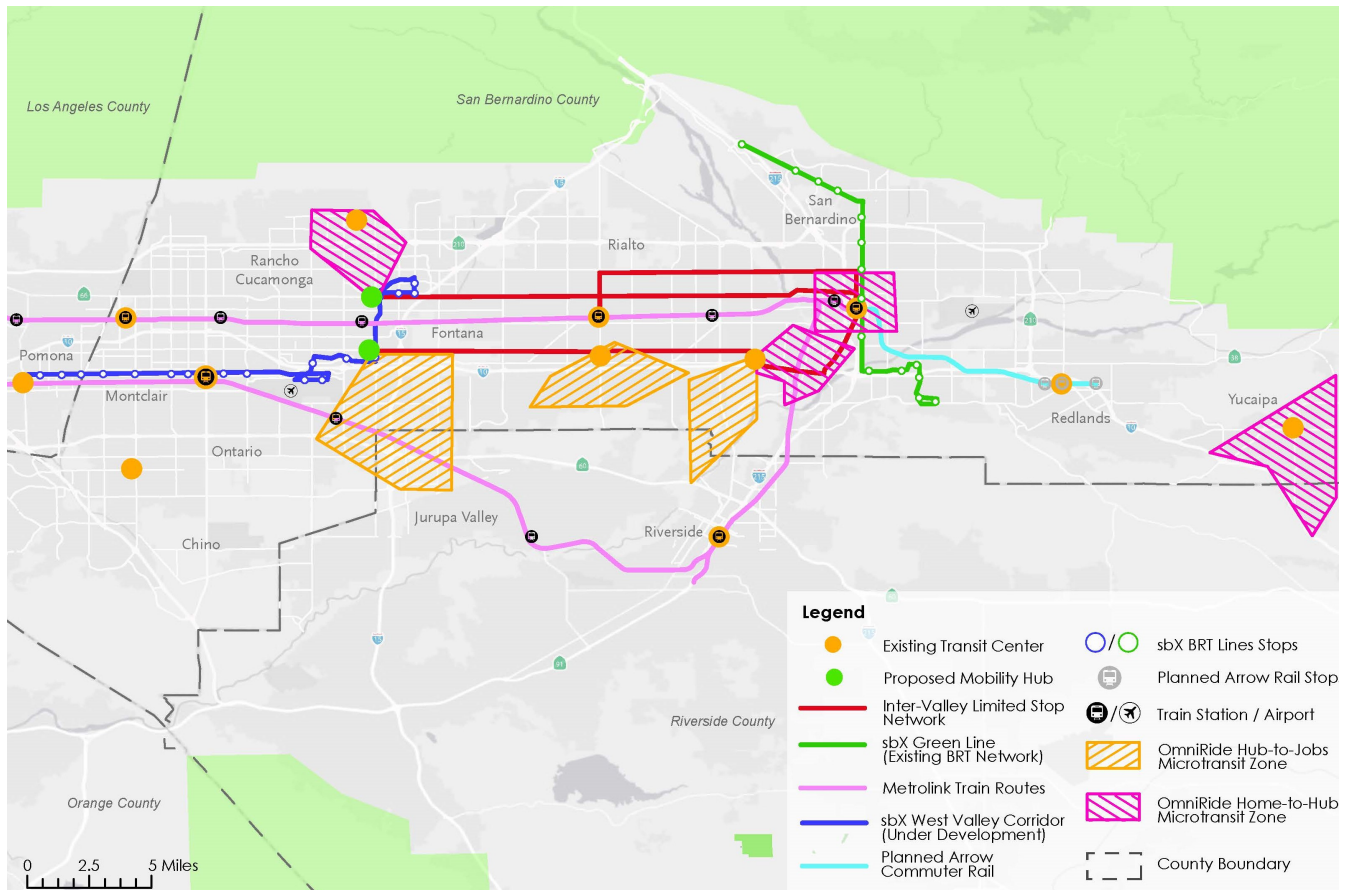
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1 EXECUTIVE SUMMARY

1.1 OVERVIEW

Efforts to improve the productivity and cost effectiveness of the transit services operated by the various transit agencies in the Metro-Valley portion of San Bernardino County fall, in part, on the San Bernardino County Transportation Authority (SBCTA), which coordinates and facilitates transportation planning. With this Task 3 Report, prepared as part of the Consolidation Study and Innovative Transit Review, an analysis of system performance and travel markets indicates several opportunities to provide alternative and innovative services to better serve residents and workers, as shown below.



Innovative transit applications include a wide spectrum of modes, services and technologies that range from microtransit pilot programs to automated and connected vehicles. Bike/car/scooter-sharing, ride-hailing, and the concept of Mobility as a Service (MaaS) are among the programs and techniques that go beyond standard, traditional fixed route service to retain existing transit users and attract new riders.

Innovative transit is often associated with autonomous (or automated) vehicles (AV). While numerous efforts and considerable strides have been made to develop AV applications for transit, current programs are still in the experimental, small-scale stage in relatively controlled environments. It will be several years before AV will demonstrate the level of safety, availability, and capital and operational cost effectiveness to allow Omnitrans and other Metro-Valley service providers to implement full AV technology in general transit operations and in mixed traffic.

While less technologically ambitious, various steps toward more flexible and innovative services can be made. Omnitrans, for example, has already implemented an innovative service design with the implementation of the OmniRide microtransit service in Chino Hills. It has developed a Bus Rapid Transit (BRT) line (sbX) and is embarking on a second BRT line - West Valley Connector (WVC). To expand the commuter rail service provided by Metrolink (operated by the Southern California Regional Rail Authority), SBCTA is currently developing the Arrow/Redlands Passenger Rail Project using advanced technology.

The concepts described in this report have been developed in the context of budget challenges that both pre-dated the pandemic that took hold in early 2020 - many of the routes operating in the Metro-Valley had been experiencing a downward ridership trend – and occurred as a result of the pandemic.

As a result, the concepts focus on efficiency and passenger convenience. They include:

- An overlay network of Inter-Valley routes, with limited stops and travel times at least 20 percent faster than current local service. Three of these routes would connect homes and jobs in the East Valley and West Valley and provide an effective link between the sbX and WVC BRT lines.
- Two additional high frequency local bus routes.
- Two “mobility hubs” designed to accommodate first/last mile travel at two key WVC BRT stations.
- Seven new on-demand, microtransit zones designed to focus on connecting residents to transit centers and transit riders to difficult-to-access job sites.
- More efficient use of dedicated lanes and route design to better connect the San Bernardino Transit Center (SBTC) with jobs in downtown San Bernardino.
- Accommodation of broadened application of ride hailing and vehicle sharing opportunities at transit stations.

It is anticipated that depending on budget conditions, the concepts can be implemented incrementally before 2030. The impact of the recommended service changes provides additional mobility options, service to distribution centers, speedier service, and enhanced neighborhood options. Collectively, the proposed changes over the implementation period, if all were adopted, will increase net annual operating costs by \$8.4 million and required \$46-\$76 million in capital expenditures.

2 INTRODUCTION

This review of innovative transit services is designed to respond to, and anticipate, changes in travel demand needs in the Metro-Valley area. Available data (including population, employment centers, travel patterns, ridership, and system performance) is used to determine the potential for two different but potentially complementary changes in the transit system - an optimal fixed route, high-frequency network combined with alternative, innovative services in lower demand areas to help support the network. These two changes are also analyzed in terms of improving integration with the components of the Metro-Valley's high capacity transit network, including existing bus and rail lines (sbX and Metrolink) and those currently under-development (WVC and the Arrow/Redlands rail service).

Ridership trends in the Metro-Valley area have been down in recent years. While reflecting national trends since the recovery of the Great Recession took hold in the previous decade, ridership loss in San Bernardino County has included a 31 percent drop in ridership between 2013 and 2018. These trends have, in part, prompted the conduct of this study and of Task 3 in particular. They have also prompted the enactment of substantial cuts in Omnitrans service, scheduled for September 2020.

The SBCTA Consolidation Study and Innovative Transit Review were initiated in December 2019. Subsequently, the transit operating environment changed profoundly in ways that were impossible to foresee at the outset of the study. The pandemic, which began to take hold in March 2020 and has continued through the duration of the work on Task 3, not only led to a historic plunge in ridership and decrease in service provided, it has prompted a global discussion on and concern for the future of public transit. While it is similarly impossible to predict how travel patterns and mode share trends will be changed in the long-term, many transportation experts agree that travel demand, especially work trips, will be quite different. In addition, the pandemic has exacerbated the financial conditions and outlook of most transit systems. Therefore, this task has been conducted mindful of current and probable future budget challenges and the need to reduce operating costs.

This Task 3 report presents an overview and discussion of innovative transit services and programs from across the transit industry, followed by an analysis of existing conditions in terms of system performance and characteristics along with an examination of regional travel patterns and areas of transit propensity. The analysis tasks were designed to identify correlations among characteristics to identify areas with potential for high-frequency connections and/or alternative, innovative service delivery. Using these results, recommendations were developed to better respond to identified conditions and expand upon the recent changes implemented by Omnitrans under its ConnectForward initiative, as well as collaborative efforts between SBCTA and Omnitrans such as WVC.

Several recommendations will be included in Omnitrans' forthcoming Short-Range Transit Plan. Omnitrans and SBCTA will consider the recommendations depending, in large part, on available funding, which is difficult to predict given the 2020 pandemic. However, it may be possible to implement components in this decade, with additional high frequency local service starting in 2021; new Inter-Valley limited stop routes placed into service starting in 2022; and a network of microtransit zones brought online over the course of the next eight years. Two recommended mobility hubs, as capital projects that may require site assembly would have a longer timeframe. Autonomous technologies, which exhibit potential for application on microtransit and BRT service, are not expected to be available or affordable within this decade.

2.1 INNOVATIVE TRANSIT WORKING GROUP

As part of the Task Three Review, an Innovative Transit Review Working Group was created, composed of representatives of SBCTA and the transit operators in San Bernardino County. The participants of the working group are listed in alphabetical order in Table 1. To date, two sessions were held virtually on May 27 and July 6, 2020.

Table 1: SBCTA Innovative Transit Review Working Group

PARTICIPANT	REPRESENTING
Sandy Benson	Mountain Area Regional Transit Authority (MARTA)
Shawn Brophy	Omnitrans
Jeremiah Bryant	Omnitrans
Elizabeth Cate	MARTA
Mark Goodale	Morongo Basin Transit Authority (MBTA)
Kevin Kane	Victor Valley Transit Authority (VVTa)
Ginger Koblasz	SBCTA
Erin Rogers	Omnitrans
Carrie Schindler	SBCTA
Rebekah Soto	SBCTA
Nancy Strickert	SBCTA
Beatriz Valdez	SBCTA
Donald Walker	Omnitrans

3 INNOVATIVE SOLUTIONS IN TRANSIT

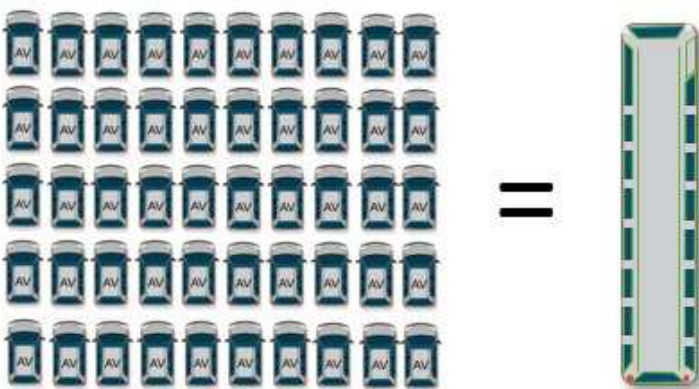
3.1 BACKGROUND

The general classification of mobility innovation is made up of five pillars (Figure 1): shared, electric, automated, connected, and pricing. There are potential opportunities for each pillar, but with some of the technologies facing longer than anticipated timeframes and challenges, shared mobility presents the most immediate potential opportunities for transit agencies and mobility providers.

Nationally, car ownership rates decreased in the years following the launch of transportation network companies (TNC). There has been some recent shift in this trend, especially in urban areas, but according to United States Census data, car-free households

are increasing, and some people are opting out of owning a car, especially new drivers. This is not to say that people are opting out of driving or riding in cars, and private vehicle purchases were increasing slightly in some regions before COVID. Ridership on public transportation has been declining as well, on a national level and in parts of San Bernardino County, even prior to the pandemic. While some providers, including Sound Transit in Seattle and the Victor Valley Transit Authority (VVTA) in San Bernardino County, had been experiencing ridership increases due to service enhancements and changes, ridership across most transit agencies had been on the decline since 2012. The emergence of TNCs presented an attractive alternative for many who could not or chose not to drive, and transportation behavior began to shift. In addition to causing revenue concerns among transit agencies, the consequences of this shift are far-reaching – affecting equity, access, congestion, and environmental sustainability. This has been recognized by SBCTA with its Lyft program designed to enhance service to Ontario International Airport.

Figure 1: Five Pillars of Mobility Innovation



Public transit, the original shared mobility option, is still the most efficient way to carry large numbers of riders along busy corridors. However, innovative mobility options can fill gaps, address shifts in behavior and expectations, and create a holistic transportation system.

To accomplish such a system, innovation must serve as a tool to help support and enhance a strong transit system. Identifying challenges and opportunities first, to determine outcome-driven solutions, can address gaps in the system. The five transit systems that serve San Bernardino County each face slightly different needs based

on the population they serve, the geography of their region, and the density of their service area. Locally and regionally, there are opportunities to create a more connected, seamless system that offers flexibility and choice.

Transportation technology continues to evolve rapidly, creating potential solutions for existing transportation issues. Whether it be automation promising enhanced safety, electrification promising improved air quality, or on-demand services promising more convenient access, the landscape of innovation is shifting, not just transportation behavior, but also expectations. This chapter of the Task 3 report examines the current state of emerging mobility, the potential for short- and long-term benefits, and use cases for various technologies.

3.2 POTENTIAL INNOVATIONS

Table 2 describes services and programs for consideration in San Bernardino County.

Table 2: Summary of Potential Transit Innovations

MODE	DESCRIPTION	SERVICE DELIVERY MODEL	POTENTIAL OPPORTUNITIES FOR SBCTA, TRANSIT OPERATORS AND CITIES
Automated Vehicles	Various levels (0 being no automation and 5 being fully autonomous) of automated functionality, allowing human drivers to reduce or eliminate interaction with the operation of the vehicle	Individual vehicles, transit vehicles, shuttles, fleets.	Testing and education through an automated vehicle pilot, early framework and policy setting.
Connected Vehicles	Communication between vehicles, users, and infrastructure to enhance safety, environment, and efficiency through detection, response, and notification systems.	Various	Safety and efficiency improvements for transit systems and corridors.
Bikeshare (also referred to as micromobility)	Short term bike rental, usually for periods of an hour or less, with membership options from daily to annually. Potential for collection and use of real-time location data (O/D)	Docked, dockless, electric-assist, traditional, accessible.	First and last-mile access to transit stations in more dense regions. Visibility creates awareness of non-single occupant vehicle (SOV) alternatives.
Scootershare (also referred to as micromobility)	Short-term scooter rental, usually for individual periods of an hour or less, with membership options from daily to annually. Potential for collection and use of real-time location data.	Dockless, but may be docked with third-party docks and software platforms.	First and last-mile access to transit stations in more dense regions. Visibility creates awareness of non-SOV alternatives.
Carshare	Short term car rental, in 15-minute to daily increments, with some companies providing membership options.	One-way, round trip, peer-to-peer	Guaranteed access at key transit stations through shared infrastructure. Create designated parking for carshare vehicles with easy access to the station entrance.

MODE	DESCRIPTION	SERVICE DELIVERY MODEL	POTENTIAL OPPORTUNITIES FOR SBCTA, TRANSIT OPERATORS AND CITIES
Microtransit	Flexible or fixed route, demand-responsive shared ride options booked, and paid for via mobile app or other tech. Vehicles can range from large SUVs to vans and shuttle buses but are generally smaller than traditional transit vehicles	Fixed-route, flexible route, demand-responsive.	Enhance existing transit through first and last-mile connections and late-night service, replace low performing routes for cost savings. Flexible routes allow for autonomy and mimic existing non-revenue service.
Ridehailing (also known as Ridesourcing)	Use of online platforms to connect passengers with drivers. Customers use a mobile app and reserve and pay for a ride, as well as to provide feedback. Riders may select the vehicle type/size they want to book. Customers may also split a ride with other riders whose destination is different than the driver's. If selected, ride splitting is conducted via the mobile app as well.	Peer to peer, on-demand.	Non-emergency medical transport in place of paratransit, first and last mile for select populations.
Mobility as a Service (MaaS), Mobility on Demand (MOD)	A grouping of various forms of mobility services, including public and private services, into a single platform accessible to customers in a streamlined format. Various levels of MaaS exist, but full integration includes trip planning, booking, and payment integration across modes, creating a seamless experience for users.	Multiple delivery models, but including transit, vanpools and shared small vehicles, but generally utilizing a software platform.	Enhance the existing transit system, improve user experience, work toward integration across various mobility options. Allows for seamless payment systems across public and private transportation systems.

3.2.1 STATE OF THE INDUSTRY

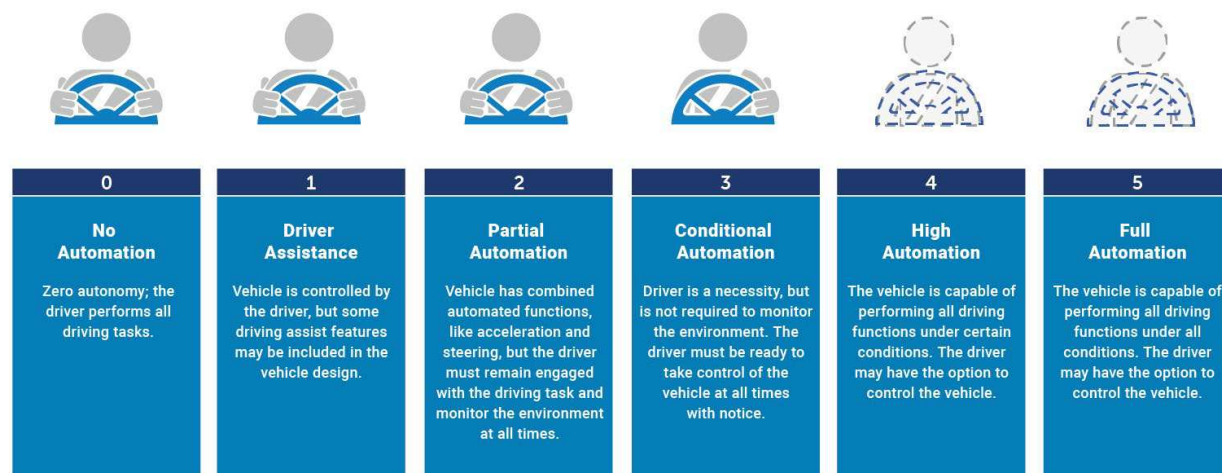
AUTONOMOUS VEHICLES: LONG-TERM, HIGH EFFORT

The National Highway Traffic Safety Administration states that 94 percent of vehicle crashes are due to human error and that automated technologies such as dynamic brake support are already improving vehicle safety. As AV technology advances, the number of automated functions that the vehicle can perform without active controls or monitoring will also increase.



Despite much research and development in recent years, AV development must make significant strides in innovation and research. The Society of Automotive Engineers (SAE) defines automation in terms of six different, increasingly progressive levels, as shown in Figure 2, with Level 0 representing fully manual control (no automation) and Level 5 representing full operation (manual not required but optional).

Figure 2: Levels of Automation



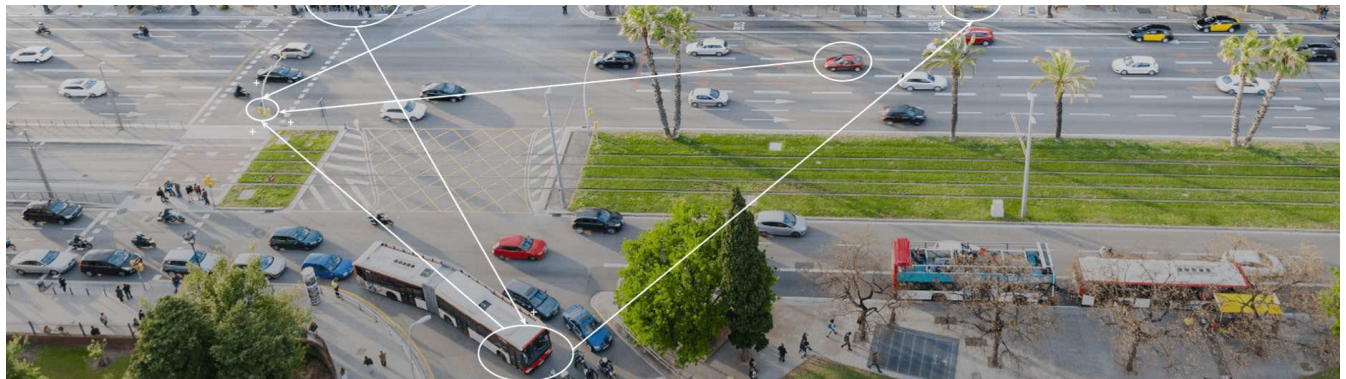
Source: <https://www.nhtsa.gov/technology-innovation/automated-vehicles-safety>

However, while much discussion has been reported around fully driverless vehicles, current technology does not support the fully automated model. Level 2 automation is already widely available, but level 4 and 5 automation - where the human driver is only marginally or not at all involved in the vehicle's function - are not available with current technology in 2020. The reasons for this lag in the timeline vary - road conditions, weather issues, and lack of clarity in policy and regulations have created a patchwork of pilot programs around the nation, mostly with automated vehicle shuttles. The technology itself is also evolving, as lidar cameras used in place of humans learn to work in various conditions. Currently, even as shuttles and vehicles are tested on streets, they are often monitored or run by remote drivers. Public demonstrations and pilots are generally in closed campus settings, as interaction with other vehicles and even debris can cause confusion and reaction from vehicles. For example, in Salt Lake City, Utah, the Utah Transit Authority (UTA) and the Utah Department of Transportation launched an automated shuttle, as a demonstration pilot in 2019, to familiarize various stakeholders and the public with the technology. The vehicle had an operator on board to take control as needed, and it operated on closed roads without interaction in mixed traffic. The vehicle was generally well-received by the public. However, various challenges were uncovered for addressing future pilots. Incidents such as sudden stops due to the vehicle detecting debris invisible to the humans on-board have created challenges for potential expansion of the program.

Due to the limitations of technology, private companies such as Waymo and Cruise that are currently testing vehicles on public roads will not likely deploy automated vehicles for many years. Some speculation has considered automation for commercial vehicle fleets, including transit, before the automation of private vehicles. While this is possible, the first automated bus system launched, the Connecticut Department of Transportation New Flyer, is Level 4 technology and requires a safety operator on board for the foreseeable future.

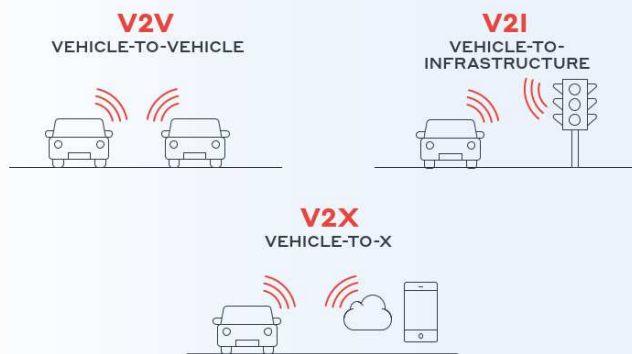
While full automation is not yet ready for large scale, mixed traffic use, creating a framework and base system for automation will help public agencies and jurisdictions implement automation systematically once the technology becomes widely adopted. Testing use cases, piloting vehicles, and creating policy and regulatory frameworks for future automation must include flexibility, as the technology itself rapidly changes.

CONNECTED VEHICLES: SHORT-TERM, MEDIUM EFFORT



Connected Vehicle (CV) technologies refer to radio technologies that link vehicles to one another (V2V), other roadway systems users (V2X), and to the road structure itself (V2I), in order to exchange information for safety enhancement, capacity and efficiency improvements, and potential environmental benefits. The basic types of vehicle connectivity are illustrated in Figure 3. Connectivity relies on peer to peer communications and low

Figure 3: Basic Types of Vehicle Connectivity



latency to enable active safety applications, and potentially reduce up to 80 percent of crashes outside of driver impairment. Most CV systems rely on Dedicated Short Range Communications (DSRC), although competitor technologies such as 5G are being tested and deployed in various regions. The ultimate goal is to equip all users of the mobility system, including active transportation, transit, and private vehicles, with a common, interoperable technology that enables the exchange of data regarding location, speed, heading, acceleration, and other factors collectively referred to as Basic Safety Messages (BSM). By combining this data with roadside data such as traffic signal timing, vehicles can

register safety threats and communicate them with users in order to take action. Such communications can range from red-light warnings or reduced speed warnings to eco lanes management for emissions reduction.

Connected vehicles do not utilize lidar technology, as automated vehicles do. There is no guarantee that AVs will also be connected, as there is debate in the industry as to whether such enhancements should be required. However, connected corridors are being piloted and tested across the country, with potential implications for transit including safety and improved reliability.

MICROMOBILITY (BIKESHARE AND SCOOTERS): SHORT-TERM, LOW EFFORT



Docked bikeshare programs have proven popular around the nation for over a decade, increasing active transportation usage and enhancing access to transit via first and last-mile connections. Early analysis found that bikeshare worked best with large rollouts, utilizing as many bikes as possible, and ensuring access between transit stations and residential communities. As electric scooters and dockless bikeshare models - including traditional and electric bikes - began to emerge, cities faced issues with permits, data, and safety concerns. Early analysis of various systems suggests that usage of docked and

dockless systems is different. While dockless vehicles are often used for short trips or tourism/leisure, docked systems are utilized more by commuters, and for longer distances. The difference may be in the security of knowing availability and location, the buy-in of membership models for docked systems, and/or the variance in users themselves.

Unfortunately, many micromobility systems are rapidly shifting their business models or removing their services entirely. Despite the popularity of the services, revenue concerns have shifted the focus for various private companies.

As the 2020 pandemic hit cities and affected travel choices, an initial reduction in bike and scooter share - up to 60 percent less rides in some cities - caused financial panic at some of the private providers. Uber, for example, scrapped thousands of their Jump electric bikes and Lime pulled scooters from 99 percent of the cities in which they operated.

These private companies were already operating at the margins - Uber has famously never turned a profit, for example - and thus made rapid decisions to retain revenue. Public backlash from removing bikeshare and scooter share demonstrated the popularity of such systems, and ridership increased as the pandemic flared longer and longer. In April, for example, Citibike usage in New York dropped by 60 percent but bounced back by 40 percent a month later. Uber sold the Jump bike system to Lime, and cities are slowly seeing the return of vehicles, in smaller numbers, onto their streets. Docked and dockless micromobility services remain popular among users, and many have returned to cities after initially shutting down during the pandemic. They have generally returned more cautiously, with a limited number of vehicles and promises for more depending on ridership, as companies mitigate risks around profitability.

As car traffic begins to return to cities and corridors, micromobility provides a potential opportunity to reduce congestion and incentivize active transportation. Additionally, as transit services resume, micromobility will remain a strong first/last mile connector for many transit riders. The rapid change in services during the pandemic demonstrates the volatility of the market for private providers and the need to establish set boundaries, requirements, permits, and programs for micromobility services. Cities such as San Francisco, New York, and Washington, DC, where long standing contracts and regulations around bikeshare existed, were not threatened by the loss of providers. Cities such as Sacramento, however, were subject to removal of services and limited return, determined by the private provider. In establishing micromobility systems in a region, a strong partnership with clear parameters and requirements will help ensure that these popular services, which provide connections and alternatives for many non SOV drivers, remain as options despite short term market challenges.

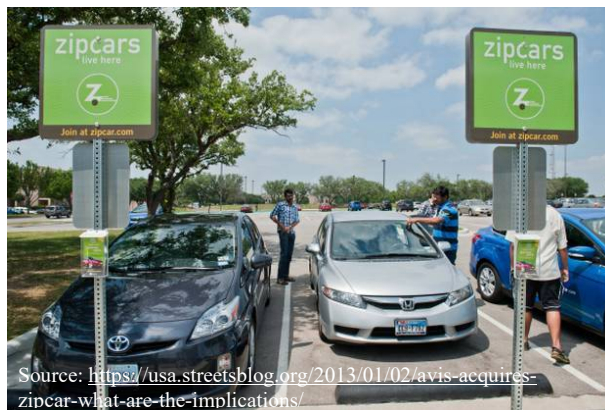


Source:
https://commons.wikimedia.org/wiki/File:Capital_Bikeshare_Washington_DC_Bicycle_Rental_14326415924.jpg

Therefore, docked and dockless micromobility services may still serve as first/last-mile solutions for moderately dense areas, especially for those outside the catchment zone of transit stops. Micromobility systems are generally administered through partnerships between individual cities and private providers, through permits, fees, data sharing, and evaluation built into agreements (permits). Some regions, such as the San Francisco Bay Area, manage bikeshare through their metropolitan planning agency (Metropolitan Transportation Commission) in collaboration with the cities.

CARSHARE: SHORT-TERM, MEDIUM EFFORT

Carsharing companies such as Zipcar or Getaround allow users to benefit from right-sized, on-demand vehicle ownership without the investment of purchasing a vehicle, the need to store it, or the need to maintain it. Each trip the user takes includes the total cost of the vehicle for the time it is used, such as insurance, fuel, and wear-and-tear. Carshare may enhance access to mobility for those without vehicles, but also incentivize households to shed personal vehicles. Zipcar's 2018 member survey found that 65 percent of members do not own a personal vehicle, and 54 percent of members gave up a personal vehicle after joining Zipcar.¹



Carshare companies require certainty in markets before launching. Numerous carshare companies have failed in attempts to create new models, such as point-to-point carshare. Carshare companies generally operate independently based on markets, without needs of management or permits from public agencies. However, partnerships between carshare providers, private employers, developers, and transit systems have also demonstrated success by creating certainty with assets. For example, affordable housing developers in the City of Sacramento have partnered with a community electric vehicle provider to offer shared electric vehicles for their residents. This arrangement provides access to the residents who may not

want or be able to purchase their own vehicles and allowed the developers to reduce the amount of parking they constructed. In Baltimore, Maryland, the city's department of transportation and transit agency (Metropolitan Transit Administration) have designated dedicated parking for Zipcars in various commuter rail stations, creating an opportunity for transit users to have multi-modal trips for their needs, such as grocery shopping, with the certainty of access to a vehicle to get them beyond the immediate span of the transit system.

¹ <https://www.zipcar.com/press/newsroom/we-are-still-in#:~:text=1%20Zipcar%20takes%20up%20to,owned%20vehicles%20off%20the%20road.&text=65%25%20of%20Zipsters%20do%20not,yehicle%20after%20joining%20a%20car.&text=After%20joining%2C%20round%2Dtrip%20car,miles%20than%20they%20did%20previously.>

MICROTRANSIT: SHORT-TERM, LOW EFFORT

Microtransit services are increasingly serving to enhance or replace traditional transit in various use cases. Microtransit platforms are popular as their model creates dynamic, on-demand service for communities, often with less first and last-mile effort (sometimes door to door). Additionally, partnerships with microtransit companies have provided opportunities for cities to reduce or eliminate investment in underperforming transit lines, create opportunities for enhanced equity through increased access or reduced fares, and share financial risk with private partners.

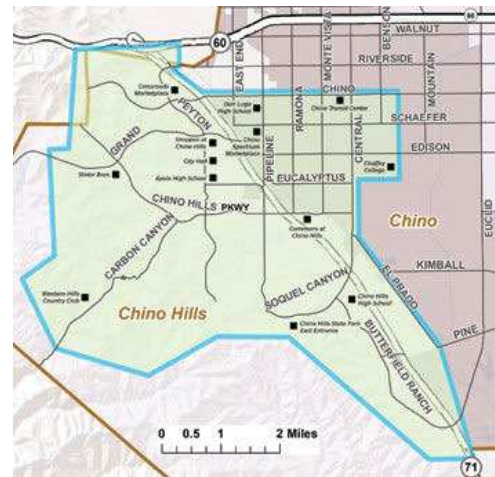
While concerns around labor and unions remain, microtransit services mostly function in addition to or in collaboration with transit services, with some notable exceptions. UTA, for example, launched a microtransit service in 2020 specifically to improve first and last-mile connectivity to its light rail stations where other options did not exist. West Sacramento similarly launched microtransit through a large portion of the city to enhance overall access to services for residents alongside transit. However, some places, such as the City of Wilson, North Carolina, have chosen to eliminate traditional transit entirely and utilize microtransit as an alternative means of increasing access. Wilson is a city with a population of under 50,000. Its previous fixed route system was very small, and conversion to microtransit provides an example of a relatively small and self-contained area and not necessarily applicable to an area as large and heavily populated as the Metro-Valley portion of San Bernardino County. Other jurisdictions have quickly rolled out microtransit services in response to COVID, to serve needs such as moving essential workers safely, or delivering personal protective equipment to various populations.

Due to the sophisticated nature of microtransit platforms and the popularity of the services, pilots around the country have identified use cases for successful microtransit. As noted above, there are new pilots launching, but the most common use cases for microtransit have been identified as:

- First/last-mile access to transit
- Late night/overnight levels of service
- General service for low density areas

Omnitrans has established a zone that provides more geographical coverage than the previous fixed route. Instead of the cutaway vehicles used on Route 365, Ford Transit vans are operated. Passenger can access the service by reserving a trip using a mobile app. The service will serve origins and destinations within the zone, which includes the Chino Transit Center and connections to various Omnitrans fixed routes. One of the key features of the service is near instantaneous passenger pickups, within 15 minutes of completing a trip request. Reservations can also be made up to three days in advance.

Passengers are directed to a nearby “virtual stop” at the closest major intersection or where a small neighborhood street reached a collector or arterial street. ADA-eligible passengers are picked up and dropped off at the curb at their originating location and destination. Fare payment is also made via the mobile app.



RIDEHAILING: SHORT-TERM, MEDIUM EFFORT

TNCs such as Lyft and Uber dramatically shifted the mobility system, creating challenges and opportunities for public agencies and users. While some cities, such as New York and San Francisco, have imposed fees on TNCs to disincentivize congestion and increased emissions, others have forged partnerships with TNCs to enhance mobility systems. The City of South Bend, Indiana, for example, utilized a partnership with Lyft and large local employers to offer rides for employees who were low income or worked during non-commute hours. The program increased productivity by an average of one hour per shift and reduced late arrivals by 1.2 percent.



TNCs may serve needs in use cases such as first/last mile, non-emergency medical transport, and late night or overnight service. Partnerships with TNCs should consider overall benefits and risks and may need to examine relevant impacts outside of mobility, such as political impacts and labor concerns. Both Uber and Lyft are currently contesting California legislation requiring them to classify drivers as employees and may temporarily leave the state. Additionally, TNCs have been reluctant to share data with public agencies and governments, including ridership, driver, and origin/destination data. Third-party services that collect some of that information, such as Sherpashare, offer limited TNC data at a cost, but data sharing with TNCs continues to be difficult. Safety concerns have also been an issue in TNC usage, as TNC drivers do not undergo the same level of training, background checks, or accountability as public transportation providers. In general, flexibility and risk mitigation for the long-term sustainability of a partnership with TNCs should be considered.

MOBILITY AS A SERVICE/ MOBILITY ON DEMAND: MEDIUM TO LONG-TERM, HIGH EFFORT

Mobility as a Service (MaaS) and Mobility on Demand (MOD) refers to a set of mobility options brought together in a central platform, accessible to the user in a seamless format. MaaS platforms may be single mode, such as combining trip planning, booking, and real-time information for multiple transit services in one app. The platforms may also span across public and private providers. In Portland, Oregon, Tri-Met's Tripplanner app, for example, allows users to plan, book, and request TNC services and traditional transit in a single app.

As shown in Figure 4, the highest level of MaaS is full integration across public and private providers and subscription bundles that allow users to pay once for access to a suite of mobility options. A full MaaS system, integrated completely across private and public providers and allowing planning, booking, payment, and requesting of service in one location has not yet been accomplished in the United States. In the San Bernardino region, Omnitrans' partnership with Transit App allows trip planning and payment integration across various public transit providers in one platform. While this does not demonstrate a MaaS system that crosses public and private providers, it does create a strong foundation for MaaS through a level 2 program for public partners. Ideally, the framework for integration can continue to grow and be applied to private partners as well.

MaaS has received much attention for its potential benefits. In addition to streamlining the user experience and making transit more accessible and appealing, full MaaS programs such as Whim in Helsinki, Finland, have demonstrated increased transit usage and reduced single-occupant vehicle usage among members. However, the integration of technology even internally is challenging for many agencies. Capacity, funding, and coordination issues, as well as varying levels of technology and lack of interoperability between existing platforms have made

the process of forming single-platform services difficult even internally. Agencies find themselves working across

Figure 4: MaaS Levels of Integration

4	Policy integration: Governance & PP cooperation
3	Contractual integration: Bundling/subscription - responsibility
2	Integration of payment: Single trip – find, book & pay
1	Integration of information: Multimodal travel planner, price info
0	No integration: Single, separate services

Source: www.itsinternational.com/sections/transmart/features/maas-market-conference-platform-for-pioneering-projects/

varying goals and needs, levels of data, specific technical differences, different fare structures, and even differences in data used. For example, the San Francisco Bay Area, which serves nine counties with 27 transit agencies, has been working for over ten years to unify their trip planning and payment systems, just for public transit. While significant progress has been made over time, and many services now have interoperable technology enabling payment across public providers, there is still not full integration in the system. When the process of integration began, transit services serving overlapping areas were using such different data that a customer needing to transfer from one bus operator to another would sometimes be looking at two different maps of

the same location for transfer points. These issues have made integration challenging even in public services. Integrating across public and private services requires standardized open data and has been met with resistance from many private companies. Interoperability between systems has also presented challenges for many.

However, even minor changes in the user experience through integration may enhance transit and increase ridership. Real time information, captured and shared through a platform that allows users to plan a full trip with multiple modes, creates certainty in travel time and access. Allowing users to know their multimodal route from door to door and providing access to paying for trips before leaving the house, makes transit more accessible and attractive, and helps create a complete trip for the user, enhancing the reliability and usage of transit as a system.

Moving towards a MaaS system incrementally, in combination with infrastructure enhancements to promote alternatives to SOVs, can help make non SOVs a competitive option for users seeking ease, convenience, and security.

3.2.2 NEW MOBILITY EXPERIENCE

As described earlier, Omnitrans is currently embarking on San Bernardino County’s first innovative, alternative service delivery program with its OmniRide microtransit service. As such, a look at two microtransit case studies may provide some context and lessons learned for potential future refinement and expansion of OmniRide.

Microtransit and related service innovative techniques are often characterized as “New Mobility.” The focus of New Mobility is to forge new partnerships and get more out of fixed-route bus service than currently achieved. New Mobility is not traditional, fixed-route transit, nor is it restricted to senior citizens, persons with disabilities, and others who are eligible for services under the Americans with Disabilities Act (ADA). Instead, New Mobility is flexible, by deviating where needed from fixed alignments and/or fixed schedules and makes use of new technologies and non-standard transit approaches.

Transit agencies often operate routes in places or time of day when fixed route service cannot be operated in a cost-effective manner, such as in low-density areas, areas with poor pedestrian access, areas that are difficult to operate a standard bus in (such as narrow streets or cul-de-sac neighborhoods), evening and overnight periods, and weekends. In many of these cases, a non-fixed route, curb-to-curb, or curb-to-hub service can be more cost-effective.

New Mobility also has the potential to provide a more premium level of service. Table 3 describes the characteristics of standard fixed-route bus service and New Mobility services.

Table 3: Characteristics of Standard Fixed Route and New Mobility Services

FIXED ROUTE BUS	NEW MOBILITY
 - Bus arrives at scheduled times, but often impacted by congestion delays. - Pickups and drop-offs are at designated bus stops on arterial streets. - Generally limited to higher density areas and higher use times. - Travel time is generally 2X direct drive time.	 - The vehicle comes on demand or at pre-determined times. - Pickups and drop-offs are curbside at the customer's origin and destination points. - Theoretically, service may operate throughout the area, all the time. - Travel time is similar to direct drive time.

Despite its apparent positive and preferred qualities, convenience trade-offs occur with New Mobility, such as:

- Operational arrangements (agency employees and/or vehicles, private bus and microtransit company operators and/or vehicles, TNCs/gig workers)
- Cost (per trip or total program)
- Fare (same as fixed route or more open- or close-ended for the customer and the agency)
- Reservations (on-demand, same-day, next-day)
- Eligibility (open to everyone or restricted to certain populations)
- Door-to-door or shared ride
- Curb-to-curb or curb to bus stop/rail station/transit hub
- Coverage (entire service area or defined zones)
- Service span (24/7, during existing service hours, nights and weekends, overnights, etc.)

Figure 5 and Table 4 outline the trade-offs between control, risk, and costs when a transit agency operates New Mobility service either through contracts and arrangements with private operators or in-house by the agency itself.

Figure 5: New Mobility Service Operation, Control, Risk, and Cost Trade-offs

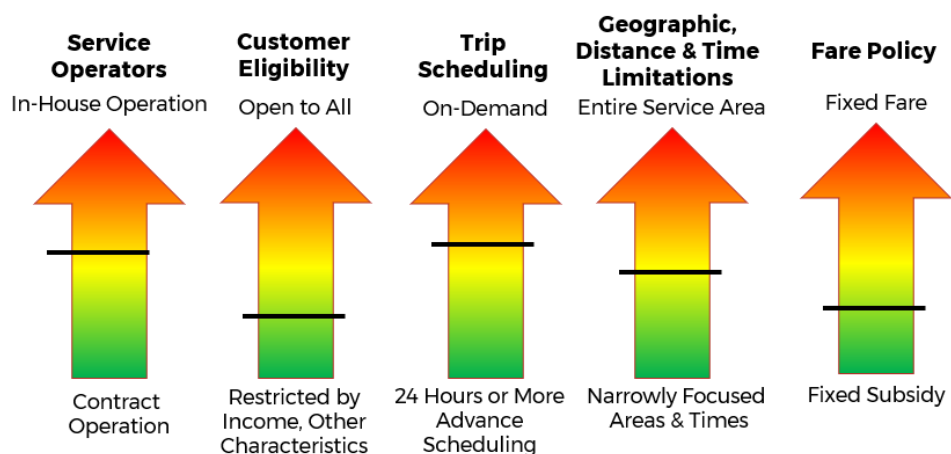


Table 4: Strengths and Weaknesses of Different New Mobility Service Operating Alternatives

	OPERATED BY TAXI / TNC / MICROTRANSIT PROVIDERS UNDER CONTRACT TO TRANSIT AGENCY	OPERATED BY TRANSIT AGENCY
Advantages	Less costly: lower operating costs, little or no up-front cost for the agency (assuming existing vehicles can be re-purposed) Closed-ended: service could be discontinued or changes at the end of the contract period. Less agency facility and maintenance demand.	Agency controls service quality and customer service. Agency controls the availability of service, number of vehicles and operators. No provider instability issues; agency owns vehicles and employs drivers.
Disadvantages	Agency has less control over the quality of service and customer service. The supply of TNC vehicles is often limited in lower-density areas and at less productive times of day, particularly for mobility accessible vehicles. Risk of company and price instability.	More costly: capital investments for vehicles and facilities, potentially higher operating costs (labor rates) Significant administrative and staffing burden. Increases fleet and maintenance requirements.

The challenge for a transit agency, therefore, is to find the “sweet spot” or attributes and characteristics that work best for it, by manipulating the service and operating parameters to balance customer utility and agency costs, as illustrated in Figure 6.

Figure 6: Transit Agency's Service and Operating Parameters



Omnitrans has been adjusting its service offering to strike the right balance the level of service provided (stemming from available budget) and ridership needs and response. The provision of OmniGo services, using smaller, cutaway-type vehicles instead of full-size, 40-ft. buses, is one example of “right-sizing” service offerings in areas of lower population density and ridership but with transit needs and demands. The implementation of its first microtransit service, the Chino Hills OmniRide, constitutes the agency’s next step in achieving this balance. Similarly, Omnitran had also adjusted its service delivery model to include contracting services to private operators in limited demand areas.

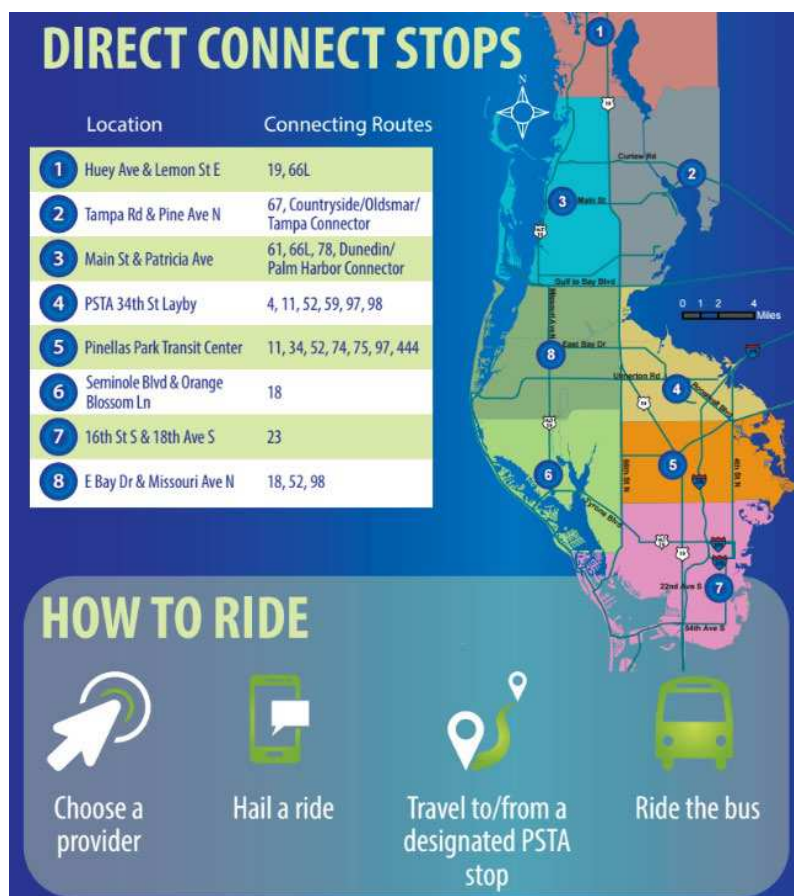
Two New Mobility microtransit pilot programs that were the outcomes of similar trade-off considerations, and with potential applicability to San Bernardino County, can be found in St. Petersburg, Florida and Oakville, Ontario:

ST. PETERSBURG DIRECT CONNECT

The Pinellas Suncoast Transit Authority (PSTA) in St. Petersburg, Florida was one of the first transit agencies in the U.S. to both attempt conversion of low productivity fixed-route service to microtransit and to partner with private companies, including Uber, to provide microtransit service. PSTA desired to find ways to reduce operating costs in low- demand/low-productivity areas while serving existing ridership and potentially to increase its ridership base.²



Figure 7: Direct Connect Service Map



Source: Uber

Direct Connect was started as a pilot program and now covers eight separate zones within the service area (Figure 7). The first zones replaced fixed-route services that had originally been designed to feed a mainline bus route but lost ridership over time. In the original pilot, riders were allocated a \$3 subsidy for rides from point-to-point within the Direct Connect zone or to/from any point in the zone to a single key transfer point to an adjacent, mainline, fixed route. PSTA contracted with Uber, a local taxi company, and its paratransit provider, to provide the service.

The pilot program achieved PSTA's goal of reducing costs, but ridership was minimal. However, the agency decided to modify the program to improve ridership. The rider subsidy per trip was increased to \$5.00, improved the app to allow more seamless scheduling and booking of travel among the fixed route and microtransit service, and greatly expanded the number of transfer points between microtransit and fixed route transit, as shown on the map (Figure 8).

² Shared Use Mobility Center, When Uber Replaces the Bus: Learning from the Pinellas Suncoast Transit Authority's "Direct Connect" Pilot, 2019.

While Direct Connect service is geography-based, the potential exists to apply it in areas served by fixed routes during time periods when operating costs far exceed system norms and averages, while being mindful of potential social equity/Title VI implications.

A study conducted by WSP examined the operating subsidy of its fixed route system for the evening period, when ridership is typically considerably lower than during the daytime, compared with the average cost per Direct Connect microtransit trip, which had an estimated operating subsidy of \$7.00 per trip (Figure 9).

While several fixed routes exhibited comparable or lower per-trip costs, six routes exhibited costs significantly higher than the Direct Connect program and were identified as candidates for conversion from fixed route to microtransit after 7 pm. As a result of this analysis, PSTA has embarked on a late-night pilot project with an emphasis on second and third shift work trips that were underserved or not served at all.

Figure 8: Direct Connect Locations, 2019

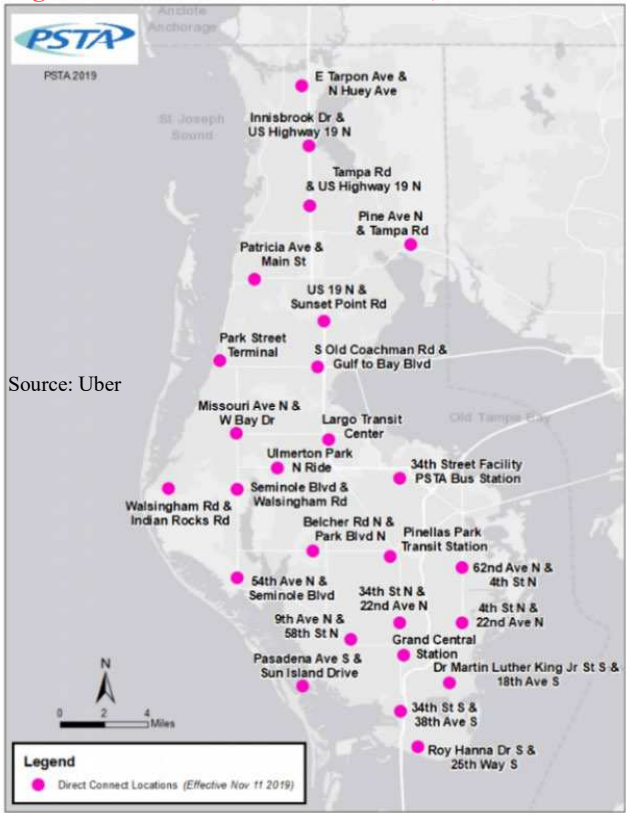
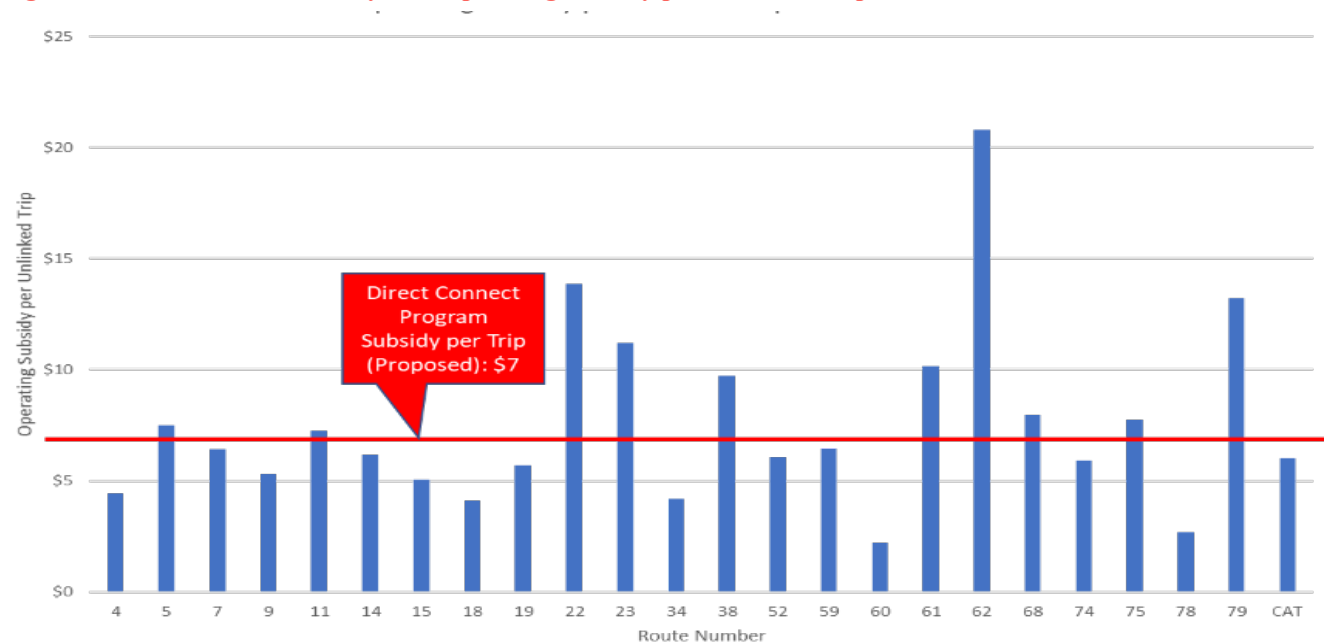


Figure 9: PSTA Fixed Route System Operating Subsidy per Unlinked Trip After 7:00 PM



OAKVILLE HOME-TO-HUB SERVICE



Oakville, Ontario is in the Toronto metropolitan area. With a population of nearly 200,000, it is an established community with strong bedroom community characteristics characterized by travel to nearby cities and employment centers. In the same year as the introduction of PSTA's Direct Connect service, Oakville Transit introduced its "Home to Hub" service, as a lower cost, more efficient way of serving moderate- to low-density residential areas to the transit system's Uptown Core terminal, a major hub. Oakville Transit engaged its paratransit provider to operate the service, which generally focuses on weekday peak periods.³

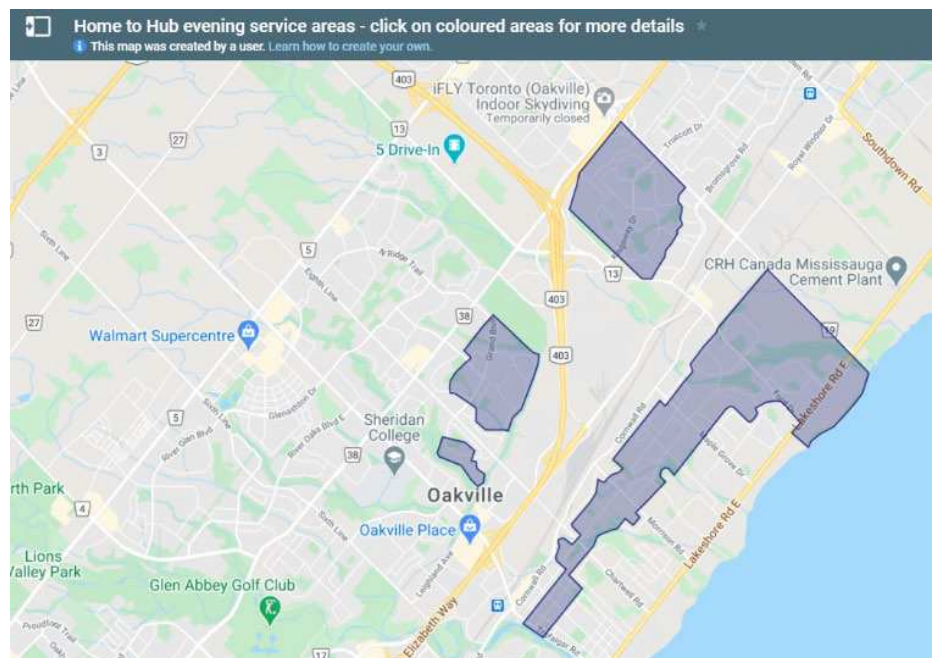
Paratransit vehicles are used. Trips are booked 2-10 days in advance. Unlike PSTA's program, which allows for intra-zone trips, Home-to-Hub will pick up and drop off riders in front of their homes, but trips must either originate or terminate at the transit hub.

Oakville Transit's goals included reducing costs by replacing fixed-route service with microtransit and broaden the reach of transit and to provide more convenient connections to the rest of the Oakville system and commuter rail service to Toronto.

The system was expanded by adding a new Home-to-Hub zone that connects with the system's downtown hub and commuter rail station. Unlike the first service, this area is served throughout the day, until 11 pm, and on weekends. Oakville Transit also added late night service zones (Figure 10), providing connections to the rest of the system and commuter rail service to Toronto, as shown to the right. The late night service zones are generally located outside acceptable walking distance of fixed-route service, which also operates during these same periods.

As a result of the Home-to-Hub service, Oakville Transit was able to delete six low performing bus routes and reallocate the funding not only to Home-to-Hub but, because of lower operating costs, to boost service frequency on its most popular fixed routes.

Figure 10: Home to Hub Evening Service Areas



³ Oakville Transit Services Review, American Public Transit Association Bus and Paratransit Conference, 2017

4 SERVICE ANALYSIS

4.1 BACKGROUND

The Metro-Valley service analysis focuses on Omnitrans. The analysis intends to identify correlations between system performance on a route-by-route-basis, and service design and characteristics that would point to potential service improvements, including a high-frequency network and innovative concepts and programs in areas with lower demand and challenging operation for conventional transit.

A hybrid of base data provided by Omnitrans is used to indicate routes and areas that perform well – and may be candidates for higher frequency service. Conversely, routes and areas that do not perform well may be candidates for alternative services, or possibly, no service at all.

The first step of the analysis uses performance data - including ridership, on-time operation, and operating costs – that reflect the system in operation prior to the service reduction enacted in response to the pandemic in early spring 2020. The second step reconciles pre-pandemic performance data with the Omnitrans system changes scheduled to be implemented in September 2020, which involved service reductions and route restructuring. Omnitrans had been planning a significant service change on this date, reducing the overall level of service in response to a downward trend in ridership in recent years.

While this hybrid of pre- and post-pandemic service characteristics and performance cannot provide a precise “apples to apples” comparison, it provides enough information to help identify issues and target areas for Task 3 recommendations.

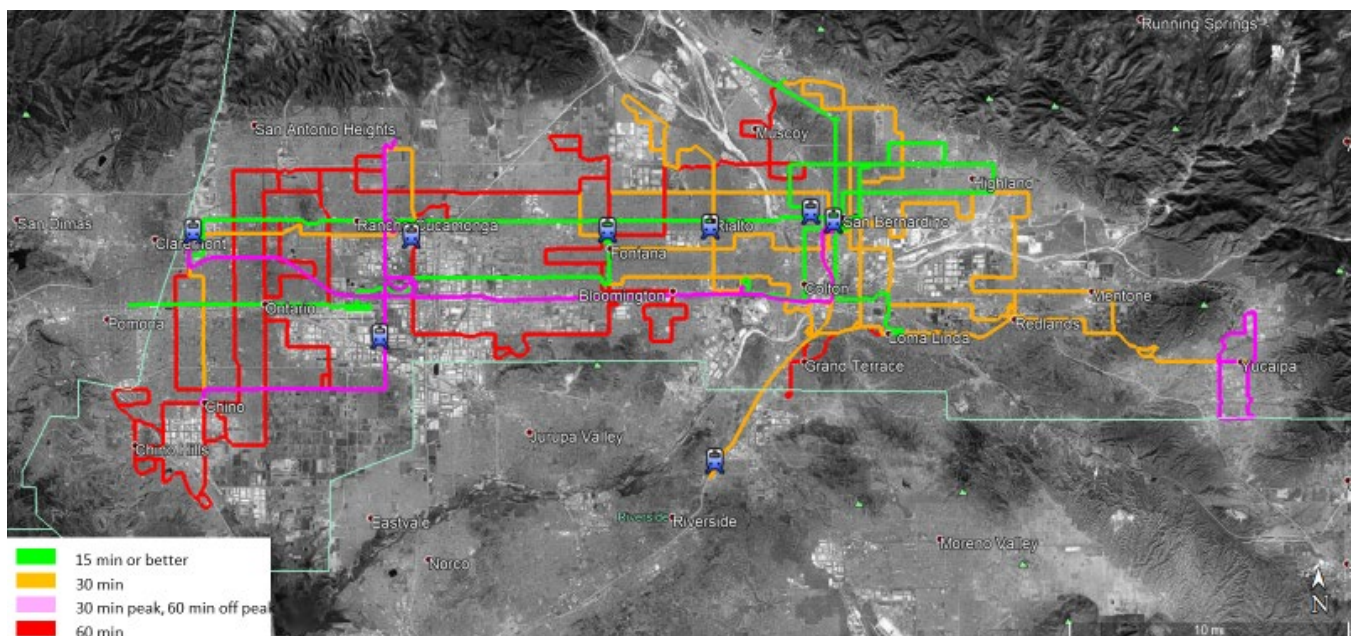
4.2 PRE-PANDEMIC SYSTEM CHARACTERISTICS AND PERFORMANCE

Frequency, directness, and productivity are the focus of the first step analysis. Correlations were developed to determine potential patterns that define high performing or low performing service. These correlations helped indicate areas of potential improvements, such as by providing a more frequent service and/or implementing an alternative and innovative service.

FREQUENCY

Figure 11 illustrates the application of different service frequencies across the Omnitrans system. Table 5, on the following page, shows the system's highest and lowest frequency routes.

Figure 11: Pre-Pandemic System - Weekday Service Frequency



The high-frequency network, consisting of six routes that operate every 15 minutes or better throughout the day (shown in green), is focused on two east-west corridors between the East Valley and West Valley portions of the service area and in and around the City of San Bernardino in the East Valley. Routes 14 and 66, taken together, form a high-frequency spine along Foothill Boulevard that connects San Bernardino and Montclair through Fontana, Rancho Cucamonga and Rialto. Paralleling this corridor to the south, Route 61 serves as a similar spine along San Bernardino Avenue, but only between Rancho Cucamonga, Montclair and Pomona. San Bernardino Avenue west of Ontario consists of segments that are either unserved or partially served by a disconnected series of low or moderate frequency West Valley north-south routes. East of Fontana, San Bernardino Avenue, is served by the moderate frequency Route 19. However, west of Arrowhead Medical Center, Route 19 loses its direct, spine characteristics to provide circuitous local coverage as far east as Yucaipa.

The very-low-frequency network, consisting of 12 routes that operate every 60 minutes throughout the day, is generally concentrated in the West Valley, including a series of north-south local routes in the West Valley. A few other low-frequency routes are in the East Valley. *It should be noted that eight of the 12 low-frequency routes are eliminated or significantly restructured as part of the September 2020 service change.*

Table 5: Pre-Pandemic System - Highest and Lowest Frequency Routes

FREQUENCY	ROUTE	AREA SERVED	DESCRIPTION
High (15 minutes or better)	sbX CSUSB-VA Hospital	East Valley	N-S BRT line with dedicated lanes and priority treatments thru San Bernardino
	1 ARMC-San Bernardino-Del Rosa	East Valley	Local SW-NE route serving San Bernardino in Colton
	3/4 Baseline-Highland-San Bernardino	East Valley	Bi-directional loop connecting central San Bernardino with neighborhoods and communities to the north
	14 Fontana-Foothill-San Bernardino	East Valley	Relatively short E-W route connecting San Bernardino and Rialto via Foothill Blvd.; connects with Rt 66
	61 Fontana-Ontario Mills-Ontario International Airport	West Valley	Long E-W route connecting Fontana and Pomona thru Ontario
	66 Fontana-Foothill Blvd-Montclair	West Valley	E-W route connecting Fontana and Montclair via Foothill Blvd; connects with Rt. 14
Low (60 minutes or wider)	2 Kendall & Palm-Cal State-E Street-Loma Linda	East Valley	Local, all-stops underlay service along sbX alignment
	12 Fontana-Muscoy-Cal State	East Valley	SW-NE local route connecting Fontana and northern neighborhoods and communities in East Valley
	20 Fontana-Metrolink via Hemlock-Kaiser Eliminated 9/2020	West Valley	Short neighborhood feeder in Fontana
	29 Bloomington-Valley Blvd-Kaiser Redesigned 9/2020	West Valley	Short neighborhood feeder/loop serving SE portions of Fontana
	67 Chaffey College-Baseline-Fontana	West Valley	E-W service on a segment of Baseline Rd
	80 Ontario International Airport-Vineyard Ave Eliminated 9/2020, portion included in new Rt 87	West Valley	N-S route connecting Ontario and Upland via Vineyard Ave
	83 Chino-Euclid Ave-Upland Redesigned 9/2020	West Valley	N-S route connecting Chino and Upland via Euclid Ave
	84 Chino Hills-Mountain Ave-Upland Redesigned 9/2020	West Valley	N-S route connecting Chino and Upland via Mountain Ave
	86 S Ontario-Campus-San Antonio Hospital Eliminated 9/2020, portion included in new Rt 87	West Valley	N-S neighborhood mand employment are coverage in Ontario
	88 Chino Hills-Ramona Ave-Montclair	West Valley	N-S route between Chino and Montclair via Ramona Ave, connection to Chino Hills
	325 OmniGo Grand Terrace Eliminated 9/2020, portion included in new Rt 305	East Valley	Short route connecting Loma Linda and sbX to Grand Terrace at southern end of service area
	365 OmniGo Chino Hills Replaced with OmniRide microtransit service 9/2020	West Valley	Local circulator in SW corner of service area.

DIRECTNESS

The directness of a route's alignment can have a bearing on passenger's travel time, and therefore influences convenience and ridership attraction. For this analysis, directness is measured by comparing the distance traveled between the ends of the line with the route a motorist would take (using directions provided by Google Maps). It should be noted that not all routes are designed to be ridden from end-of-line to end-of-line. According to Omnitrans, for example, Route 82 was previously a through-routed service that reduced its vehicle requirement by one by eliminating turnarounds. The result was operationally efficient but was not tailored to accommodate end-

of-line to end-of-line travel. However, as a general measure, the directness factor still identifies routes for further analysis in conjunction with other variables such as those described in this section of the report. Route directness is illustrated in Figure 12. Figure 13 provides a comparison by route.

Figure 12: Pre-Pandemic System - Route Directness

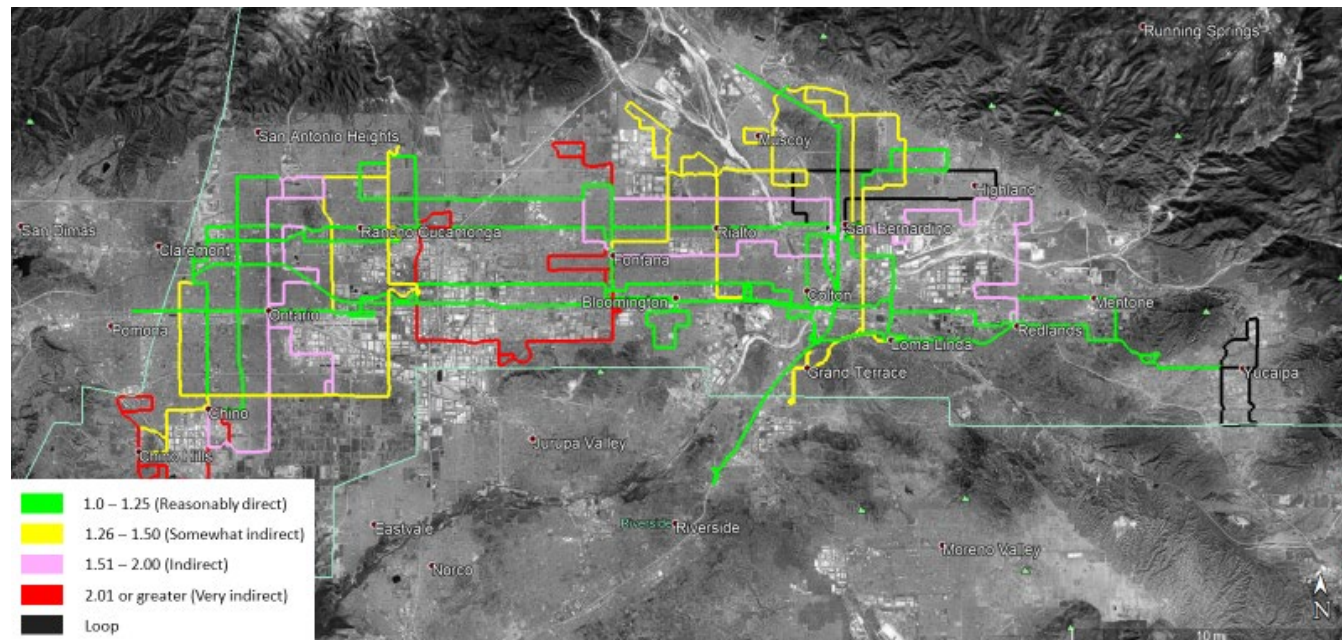
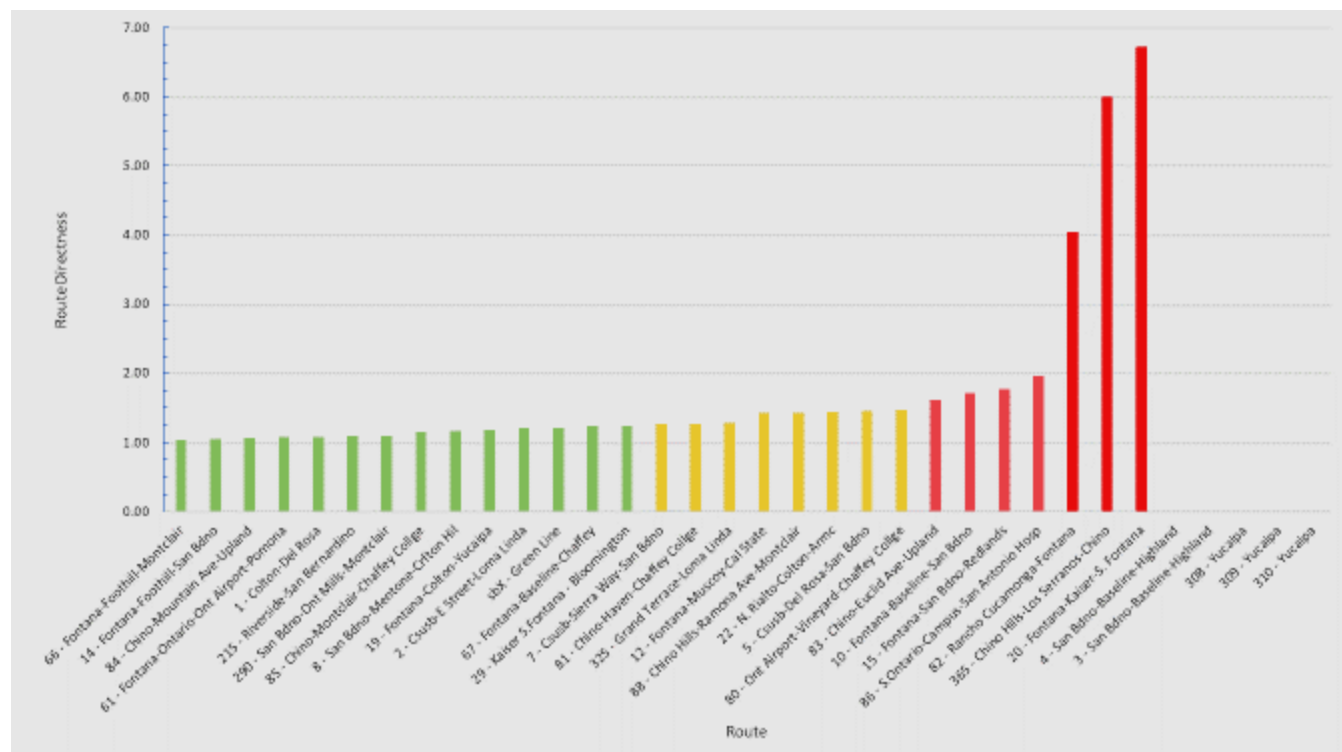


Figure 13: Pre-Pandemic System - Route Directness Comparison



Based on this methodology, routes with a score of 1.0 to 1.25 are considered “reasonably direct,” while routes with scores of 1.51 and higher are considered indirect. In other words, the travel distance taken by the bus is at least 1-½ times greater than the same end-to-end trip that would be taken by a motorist.

Overall, most routes are considered direct or only somewhat indirect. Loop routes, such as the OmniGo circulators in Yucaipa, are difficult to classify as direct or indirect because of their alignment. However, three routes, all in the West Valley, stand out for their high level of indirectness:

- 20 Fontana-Kaiser-South Fontana (*eliminated effective September 2020*)
- 365 OmniGo Chino Hills (*replaced with OmniRide microtransit effective September 2020*)
- 82 Rancho Cucamonga-Fontana

Four other routes – three West Valley routes and one East Valley route - fall into the indirect category but not as severely as the three listed above:

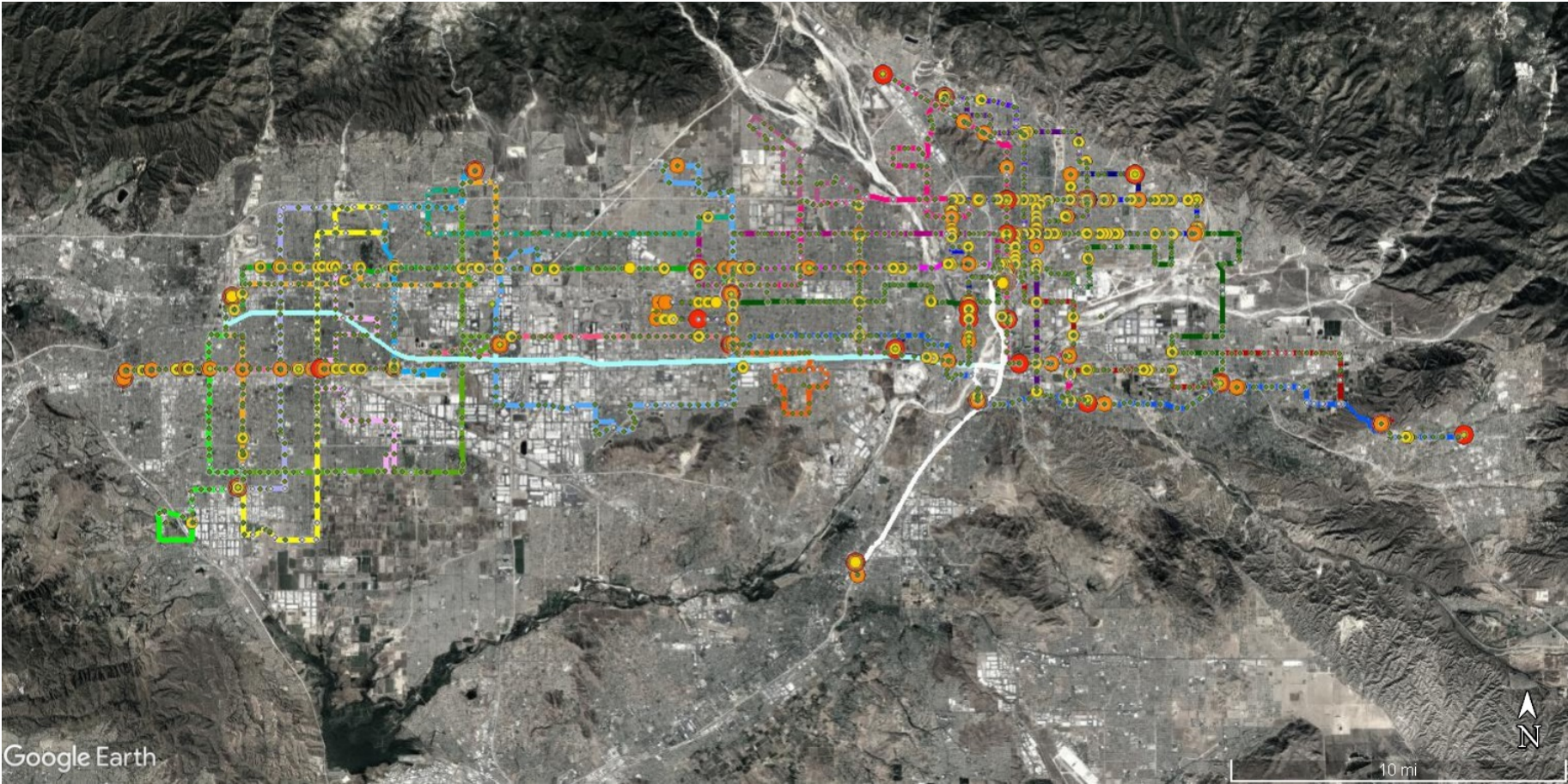
- 86 South Ontario-Campus-San Antonio Hospital (*eliminated effective September 2020*)
- 15 Fontana-San Bernardino-Redlands
- 10 Fontana-Baseline-San Bernardino (It should be noted that a rider traveling from end-of-line to end-of-line would use Route 14 rather than Route 10; both routes have the same terminus locations but serve different areas.)
- 83 Chino-Euclid Avenue-Upland (*restructured effective September 2020*)

As part of its ongoing planning activities, Omnitrans recognized the indirectness of these routes and, partly as a result, eliminated two of the three lowest ranking routes in terms of directness as part of the ConnectForward plan.

RIDERSHIP

Automated Passenger Counter (APC) data were provided with weekday activity shown in Figure 14, with the largest dots signifying the highest ridership activity. This high-level compilation visualization indicates that ridership activity is generally highest in and around San Bernardino, the central portion of Fontana, and between Ontario and Pomona.

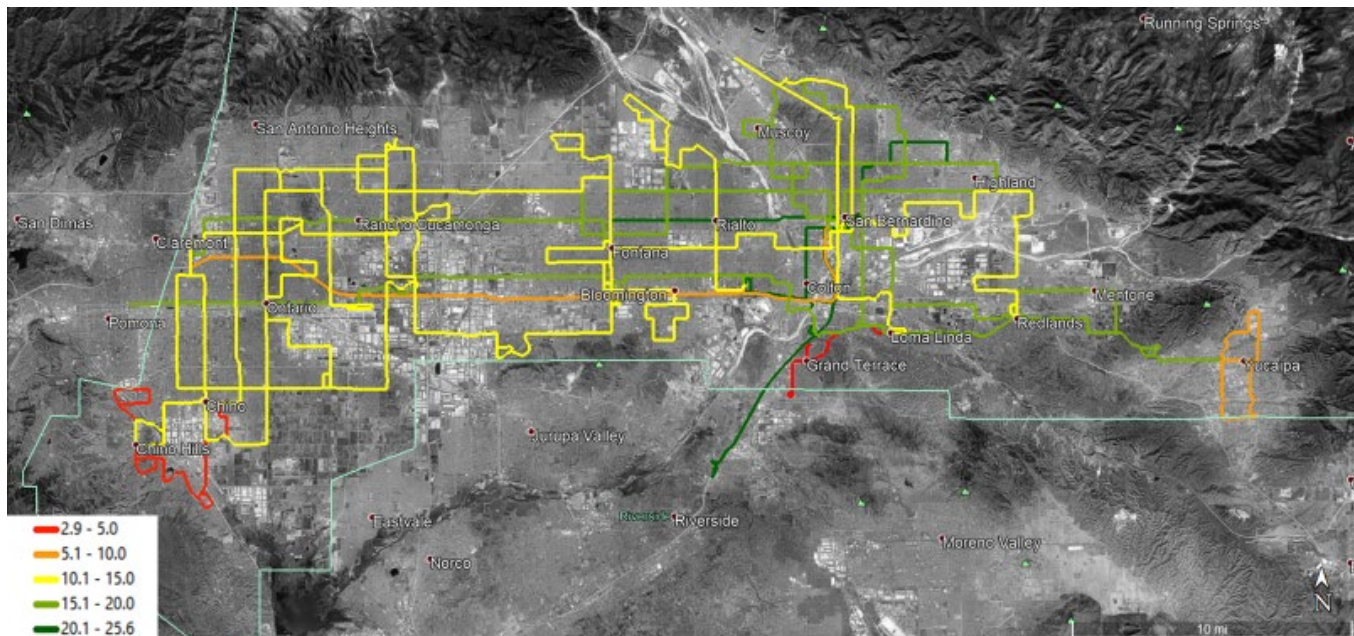
Figure 14: Pre-Pandemic System Weekday Ridership Activity



RIDERSHIP PRODUCTIVITY

Figure 15 illustrates the productivity of the system, measured in terms of passengers per hour.

Figure 15: Pre-Pandemic System - Weekday Passenger per Hour Productivity



The most productive routes serve portions of the East Valley only. These routes are:

- 1 ARMC-San Bernardino-Del Rosa
- 3/4 Baseline-Highland-San Bernardino
- 14 Fontana-Foothill-San Bernardino
- 215 San Bernardino-Riverside

The least productive route in the system is 325 Grand Terrace (*eliminated in September 2020*).

Other under-performing routes are:

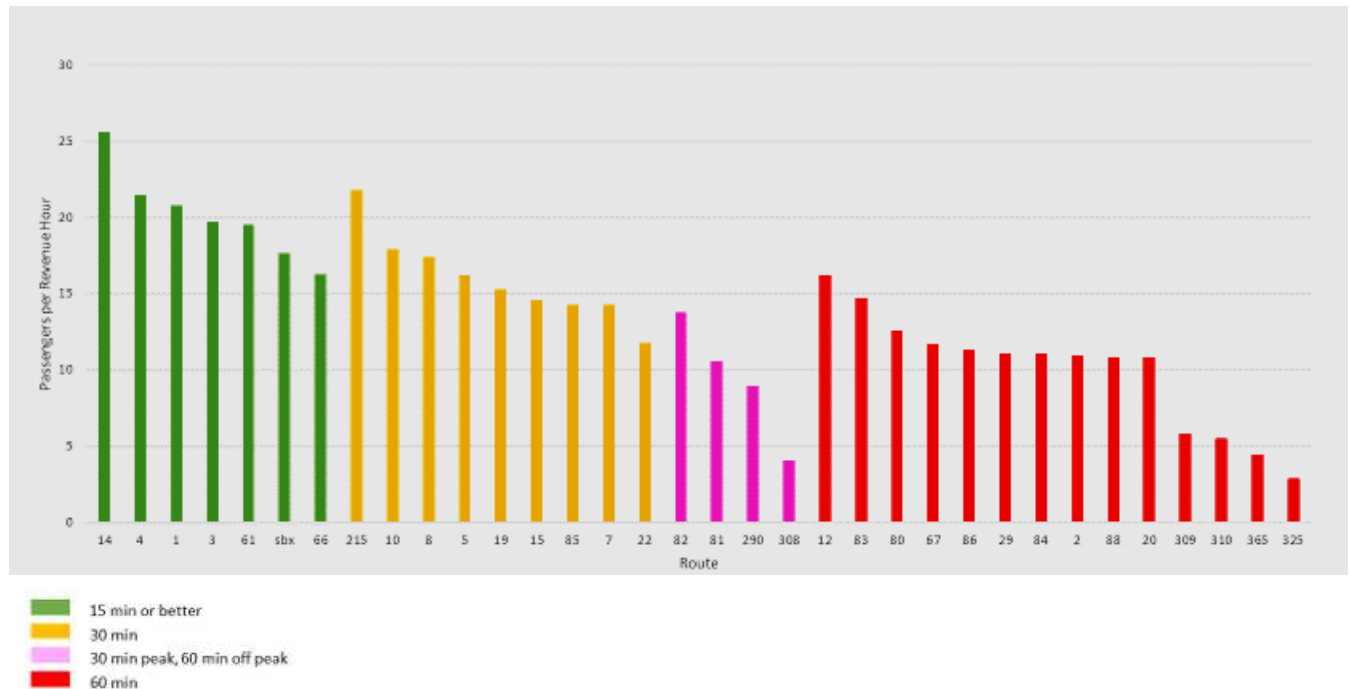
- 290 San Bernardino-ARMC-Ontario Mills-Montclair, which serves both the East Valley and West Valley, via I-10.
- 309 OmniGo Yucaipa (*eliminated and included in new OmniGo Route 319 effective September 2020*)
- 310 OmniGo Yucaipa (*eliminated and included in new OmniGo Route 319 effective September 2020*)

The remaining routes, which constitute the majority of service, are considered moderately productive.

PRODUCTIVITY, FREQUENCY AND DIRECTNESS CORRELATIONS

Correlations can be made between productivity levels and whether or not a route is frequent and/or direct- and if the level of service provided is either appropriate given the correlation or has the potential to be adjusted one way or another. Figure 16 shows the correlations between productivity and directness of service.

Figure 16: Pre-Pandemic System - Weekday Frequency and Productivity Comparison



Using 20 passengers per hour as a threshold of high productivity, three high-frequency routes are among the best performers in the system. These routes are:

- 14 Fontana-Foothill-San Bernardino
- 4 Baseline-Highland-San Bernardino
- 1 ARMC-San Bernardino-Del Rosa

All seven routes in the high-frequency category (shown in green) carry 15 or more passengers per hour; there are no low performing high-frequency routes, suggesting that no frequency adjustments are warranted among this group.

Among the group of moderate frequency routes (shown in gold), operating about every 30 minutes throughout the day, Route 215 stands out as being highly productive – the second most productive route in the system – suggesting the potential for more frequent service. Seven other routes are close to the 15 passengers per hour average, suggesting that their frequency is appropriate. However, one route in this group, 22 North Rialto-Riverside-ARMC, is significantly less productive, suggesting the need for alignment and/or service level adjustment.

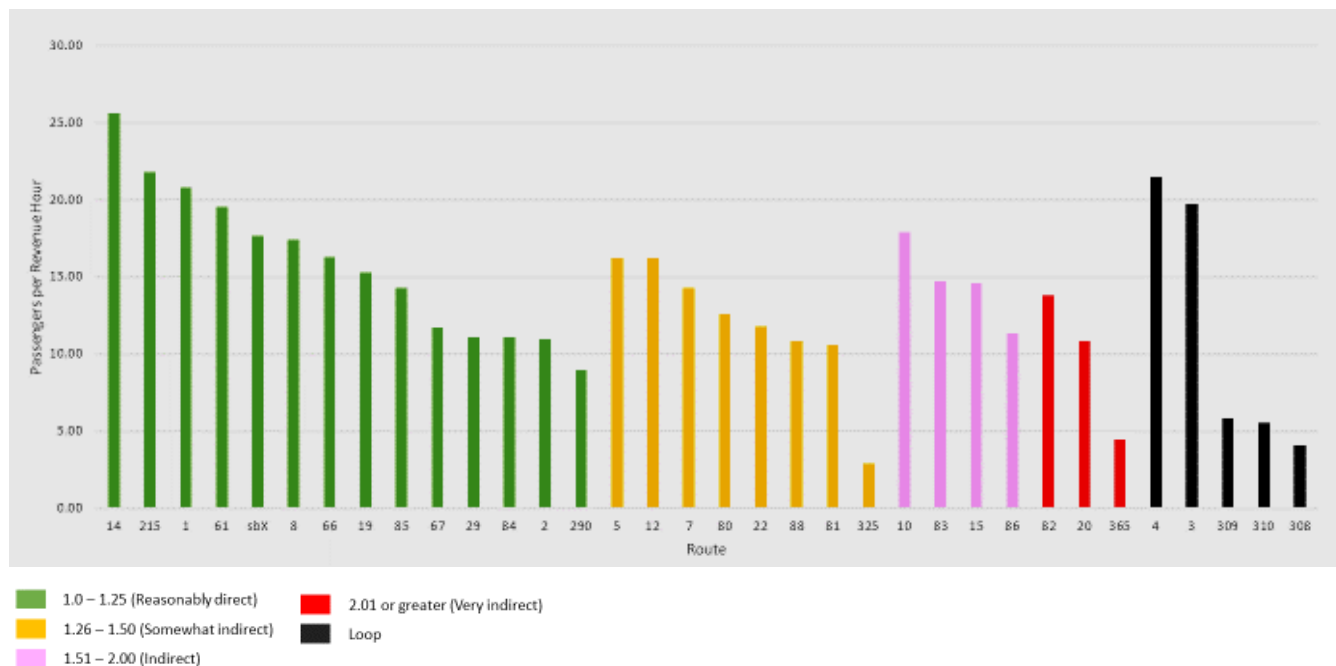
Among the routes operating 30 minutes during the peak but 60 minutes in the off-peak (shown in pink), none achieves the 20 passengers per hour threshold, but Route 82 Rancho Cucamonga-Fontana-Sierra Lakes. Route 82 serves a large portion of the West Valley between Fontana and Ontario and comes close to carrying 15 passengers per hour, suggesting potential for off-peak service to be improved to 20 minutes. At the other end of the spectrum is Route 308, which is the least productive of the 30-60 minutes group. *(Route 308 is eliminated and replaced by new Route 319 in the September 2020 service change.)*

The largest group of routes falls into the least frequent category (60 minutes). One of these routes, 12 Fontana-Muscoy-Cal State, exhibits good productivity, carrying more than 15 passengers per hour, suggesting the potential for more frequent service, such as 30 minutes during the peak. *(Route 12 is renamed Route 312 as part of the September 2020 service change.)*

There is a clear correlation of infrequent service and the system’s worst performers as can be seen from Routes 309, 310, 325, and 365. *(All four routes are eliminated and absorbed into other routes as part of the September 2020 service change.)*

A second correlation analysis merges productivity and directness, as shown in Figure 17.

Figure 17: Pre-Pandemic System - Weekday Directness and Productivity Comparison



While there is a general correlation between good productivity and high frequency, there are several examples of routes with direct service but poor productivity. There are also examples of routes with only moderate frequency (30 minutes all day or 30 minutes peak/60 minutes off-peak) but with fairly good productivity. Route 10, a 30-60 minutes route, is one of the most direct routes in the system.

RIDERSHIP TRENDS

This analysis discusses the overall ridership trend in the last decade, which has been steady and significant during that period, as shown in Table 6 on the following page. While the amount of service supplied grew by 9 percent, ridership declined by 31 percent. The decline in productivity was even greater, at 37 percent.

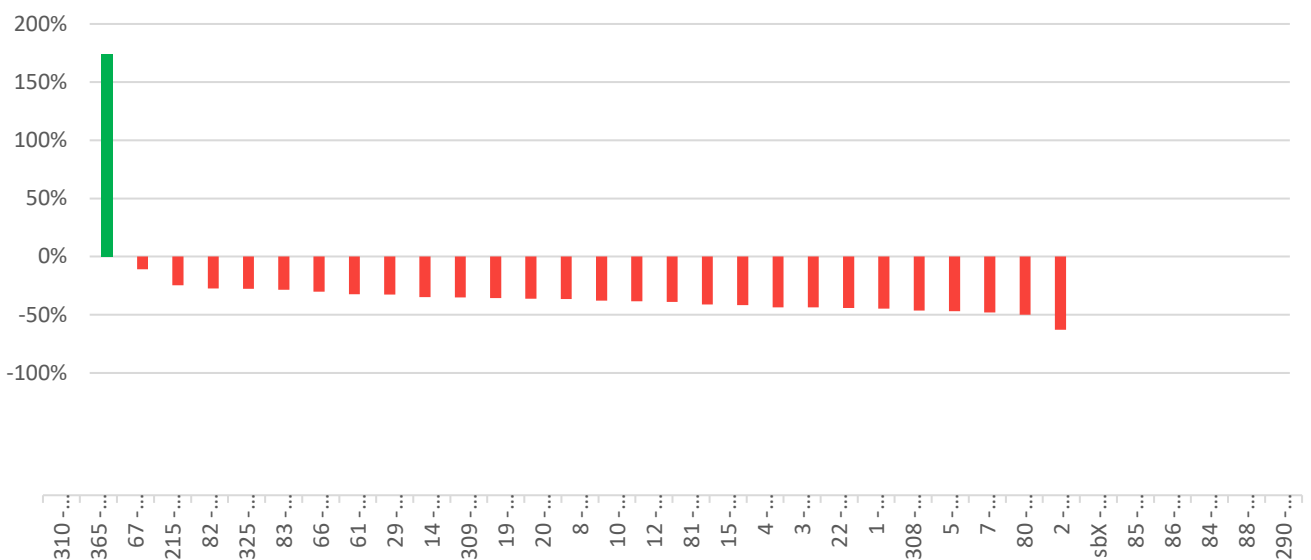
Table 6: Omnitrans Systemwide Ridership Trend (2013-2018)

YEAR	UNLINKED PASSENGER TRIPS	REVENUE HOURS	UNLINKED PASSENGER TRIPS / REVENUE HOUR
2013	15,655,099	615,860	25.4
2014	15,119,122	644,518	23.5
2015	13,922,152	646,010	21.6
2016	12,379,517	635,371	19.5
2017	11,220,253	665,344	16.9
2018	10,832,159	672,727	16.1

Source: National Transit Database

The ridership decline has not been confined to a group of routes or portions of the service area, as shown in Figure 18.

Figure 18: Weekday Ridership Change by Route (2013-2019)



Only one route, a short and low-frequency OmniGo route in Yucaipa, exhibited an increase in ridership; all other routes lost riders. Table 7, on the following page, further illustrates the impact of lost ridership on productivity. Even Omnitrans' signature route, the sbX BRT line, has lost ridership and productivity.

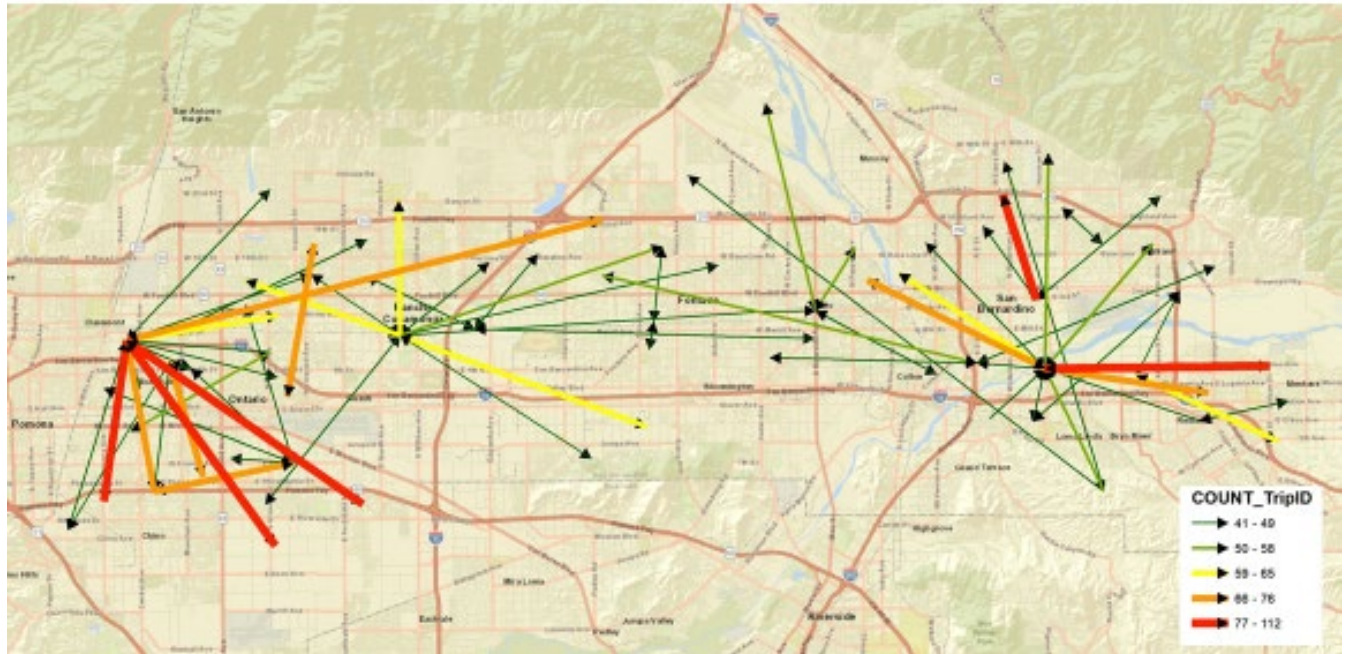
Table 7: Weekday Ridership Productivity Change by Route (2013-2019)

ROUTE	WEEKDAY - 2019	WEEKDAY - 2013	CHANGE
14 - Fontana-Foothill-San Bernardino	25.6	39.5	-35%
215 - Riverside-San Bernardino	21.8	30	-27%
4 - San Bernardino-Baseline-Highland	21.5	38	-43%
1 - Colton-Del Rosa	20.8	37.5	-45%
3 - San Bernardino-Baseline-Highland	19.7	35	-44%
61 - Fontana-Ontario-Ontario Airport-Pomona	19.5	29	-33%
10 - Fontana-Baseline-San Bernardino	17.9	29	-38%
sbX - Green Line	17.7		
8 - San Bernardino-Mentone-Crafton Hill College	17.4	28	-38%
66 - Fontana-Foothill-Montclair	16.3	24	-32%
5 - CSUSB-Del Rosa-San Bernardino	16.2	30.5	-47%
12 - Fontana-Muscoy-Cal State	16.2	26.5	-39%
19 - Fontana-Colton-Yucaipa	15.3	24	-36%
83 - Chino-Euclid Ave-Upland	14.7	21	-30%
15 - Fontana-San Bernardino-Redlands	14.6	25	-42%
85 - Chino-Montclair-Chaffey College	14.3		
7 - CSUSB-Sierra Way-San Bernardino	14.3	27.5	-48%
82 - Rancho Cucamonga-Fontana	13.8	19	-28%
80 - Ontario Airport-Vineyard-Chaffey College	12.5	25	-50%
22 - N. Rialto-Colton-ARMC	11.7	21	-44%
67 - Fontana-Baseline-Chaffey	11.7	15.5	-25%
86 - S. Ontario-Campus-San Antonio Hospital	11.3		
29 - Kaiser S. Fontana - Bloomington	11.1	17	-35%
84 - Chino-Mountain Ave-Upland	11.0		
2 - CSUSB-E Street-Loma Linda	10.9	29.5	-63%
88 - Chino Hills-Ramona Ave-Montclair	10.8		
20 - Fontana-Kaiser-S. Fontana	10.8	17	-37%
81 - Chino-Haven-Chaffey College	10.6	18	-41%
290 - San Bernardino-Ontario Mills-Montclair	8.9		
309 – Yucaipa	5.8	9	-36%
310 – Yucaipa	5.5	2	174%
365 - Chino Hills-Los Serranos-Chino	4.5	5	-11%
308 – Yucaipa	4.0	7.5	-46%
325 - Grand Terrace-Loma Linda	2.9	4	-29%

4.3 PARATRANSIT

Although not directly a part of the Task 3 analysis, it is worthwhile to look at travel patterns of paratransit trips. As illustrated in Figure 19, these can provide an indicator of general origin-destination patterns.

Figure 19: Pre-Pandemic Paratransit Origin-Destination Patterns by Census Tract



The strongest travel patterns are focused in the West Valley, primarily between Montclair and Ontario, the northern portion of Fontana, and Chino. In the East Valley, the strongest patterns emanate from the City of San Bernardino. The top 10 paratransit destinations are listed in Table 8. Most are facilities that specialize in the care of senior citizens and person with disabilities.

Table 8: Pre-Pandemic Major Paratransit Destinations

ADDRESS	LOCATION	FACILITY FUNCTION	# OF TRIPS TO/FROM
9210 Rochester Court, Rancho Cucamonga	Vocational Improvement Program	Non-profit organization dedicated to serving people with disabilities	2,267
1310 E. Riverview Avenue, San Bernardino	Vocational Improvement Program	Non-profit organization dedicated to serving people with disabilities	1,872
9029 Vernon Avenue, Montclair	OPARC	Adult day care center	1,678
1235 E. Francis Street, Ontario	OPARC, Ontario Printing, Superior Forklift Training, New Creation Christian Church, BRS Staffing	Physical therapy clinic, Commercial printer, Training school, Church, Employment agency	1,042
11406 Loma Linda Drive, Loma Linda	Loma Linda University Medical Center	Medical center	913
8333 Rochester Avenue, Rancho Cucamonga	Stadium Plaza North	Shopping mall	778
796 E, 6 th Street, San Bernardino	School of Hope	Special education school	765
250 S. Date Avenue Rialto	Unlimited Quest	Youth organization	742
1005 N. Begonia Avenue Ontario	Unlimited Quest	Adult day care center	727
165 Hospitality Lane, San Bernardino,	First Step Independent Living, Cole Vocational Services, A & D Financial Services, Bleu Pitt Café, E&CO Made It Film And Media, NotaryClasses.com	Adult day care center, Social services organization, Financial planner, Bagel shop, School, Educational institution	695

4.4 REVISED SYSTEM – SEPTEMBER 2020

As previously described, Omnitrans implemented a major service reduction early 2020 in response to the pandemic. In September 2020, it began implementation of its ConnectForward recommendations, designed to respond to ridership trends and budget condition by enacting several service revisions developed under the Connect Forward initiative in response to ridership trends, productivity trends, and funding projections. The revisions include a mix of route deletions and consolidations, frequency adjustments, and replacement of some fixed-route bus service with OmniGo service, as well as a new pilot microtransit service, called OmniRide, that replaces an OmniGo route in Chino Hills.

PERFORMANCE RATINGS

This second step of the system analysis combines the productivity results of the pre-pandemic system with the system enacted in September 2020 to provide a more recent, albeit limited, picture of service performance. The goal of this analysis is to provide a more current direction for the possibility of more frequent services in key corridors and alternative, innovative services in low productivity and operationally challenging areas.

The overall rating combines five of the Bus Network Design Best Practices developed by WSP, as illustrated in Figure 20:

- Clockface headways: *buses come at regular intervals (every 60, 30, or 15 minutes).*
- Frequent operation: *high ridership routes get a 15-minute service.*
- Route directness: *routes have few or no deviations from their main alignment.*
- Schedule reliability: *buses operate on time.*
- Multiple connections: *multiple routes connect at anchor destination at outer ends of routes.*

Figure 20: WSP Bus Network Design Best Practices



Two “best practices” were not included in this analysis:

- Pulse Operation: *all routes meet at least once an hour at the central hub.* The Omnitrans system is multi-centric, with several hubs located throughout the service area
- Transit Priority (BRT): *high ridership routes get signal priority, dedicated lanes, bus stop improvements.* Currently, only sbX provides BRT service with some measure of priority treatments.

Special consideration is also given to operating costs per passenger trip. Cost per passenger trip is calculated by dividing the 2019 operating cost, as reported in the National Transit Database (NTD) and inflated to 2019 dollars, for each route by the total number of passengers for that route as identified by Omnitrans. This measure provides a strong indication of effectiveness. The cost has been identified for each route that operates on weekdays, Saturday, and Sunday. For this comparison, the overall cost per passenger trip is used.

The overall “rating” averages the ranking of the performance categories described above. The results are shown in Table 9.

Table 9: September 2020 System – Extrapolated Route Performance

ROUTE		OVERALL RATING	COST PER PASS. TRIP
1	ARMC-San Bernardino-Del Rosa		\$5.43
2	Kendall & Palm-Cal State-E St-Loma Linda		\$9.78
3	Baseline-Highland-San Bernardino (CCW)		\$5.74
4	Baseline-Highland-San Bernardino (CW)		\$5.39
6	CSUSB-Sierra Way-San Bernardino		
8	San Bernardino-Mentone-Crafton Hills College		\$6.83
10	Fontana-Baseline-San Bernardino		\$6.49
12	Fontana-Muscoy-Cal State		\$7.30
14	Fontana-Foothill-San Bernardino		\$4.65
15	Fontana-San Bernardino-Redlands		\$7.83
19	Fontana-Colton-Yucaipa		\$7.64
22	N. Rialto-Colton-ARMC		\$9.60
29	Kaiser-S Fontana-Bloomington		\$10.12
61	Fontana-Ontario-Ontario Airport-Pomona		\$6.03
66	Fontana-Foothill-Montclair		\$6.65
67	Fontana-Baseline-Chaffey		\$9.57
81	Chino-Haven-Chaffey College		\$11.25
82	Rancho Cucamonga-Fontana		\$8.34
83	Chino-Euclid Ave-Upland		\$8.28
84	Chino-Mountain Ave-Upland		\$11.29
85	Chino-Montclair-Chaffey College		\$8.00
87	Chaffey College-Ontario-Eastvale		
88	Chino Hills-Ramona Ave-Montclair		\$11.08
sbX	Green Line CSUSB- VA Hosp		\$6.34
215	Riverside-San Bernardino		\$5.26
290	San Bernardino-Ontario Mills-Montclair		\$12.55
305	San Bernardino-Waterman-Grand Terrace		
319	Yucaipa-Sunnyside-County Line		

Overall Rating Key					
Better than 2	2.0 - 2.4	2.5 - 2.9	3.0 – 3.9	4.0 or worse	New route- no available data

4.5 RESULTS

The routes with significant sub-optimal performance are generally located along the fringes of the Omnitrans service area.

One of Omnitrans' two expressway routes, 290, performs only around average. It connects the transit centers in San Bernardino and Montclair (the system's westernmost transit center) via I-10.

Route 29, a relatively short route partially comprised of a one-way loop, performs fairly well in terms of cost per passenger trip but exhibits a very low overall rating due to its infrequent service, and indirect alignment. It is another "edge" route that connects with the rest of the network at South Fontana.

The western edge of the Omnitrans service area, primarily in and around Chino, is also problematic, with most of the 80 series of routes performing only about average at best in terms of their overall rating and cost per passenger trip. These routes are:

- Route 81, connecting Chaffey College at its northern end with Chino via Ontario Airport
- Route 84, a north-south route with Chino at its southern terminus
- Route 88, the westernmost north-south route in the system, connecting Montclair and Chino

Other routes serving the western edge of the service area that score average in terms of overall rating but somewhat above average in terms of cost per passenger trip are:

- Route 83, a north-south route serving Chino, Ontario, and Upland
- Route 85, which combines east-west service between Montclair and Chaffey College and north-south service between Montclair and Chino

Other routes with average overall ratings are somewhat scattered throughout the service area:

- Route 8, one of two routes connecting San Bernardino with Redlands and Yucaipa
- Route 10, an east-west route along Baseline Road in San Bernardino (different segments of Baseline are served by portions of four different routes)
- Route 22, in the north-central portion of the service area
- Route 67, which serves the segment of Baseline Road west of Route 10 in Fontana

5 MARKET ANALYSIS

5.1 BACKGROUND

The dynamic systems at play in the San Bernardino region are constantly changing. Whereas transit service performance is continually monitored and reported, urban geographical shifts are common across demography and space over a period of time. Thus, the purpose of this market analysis is to examine these underlying conditions and overall travel patterns of the region to better understand the transit changes that could better serve the existing and emerging demand. Specifically, the market analysis reviews:

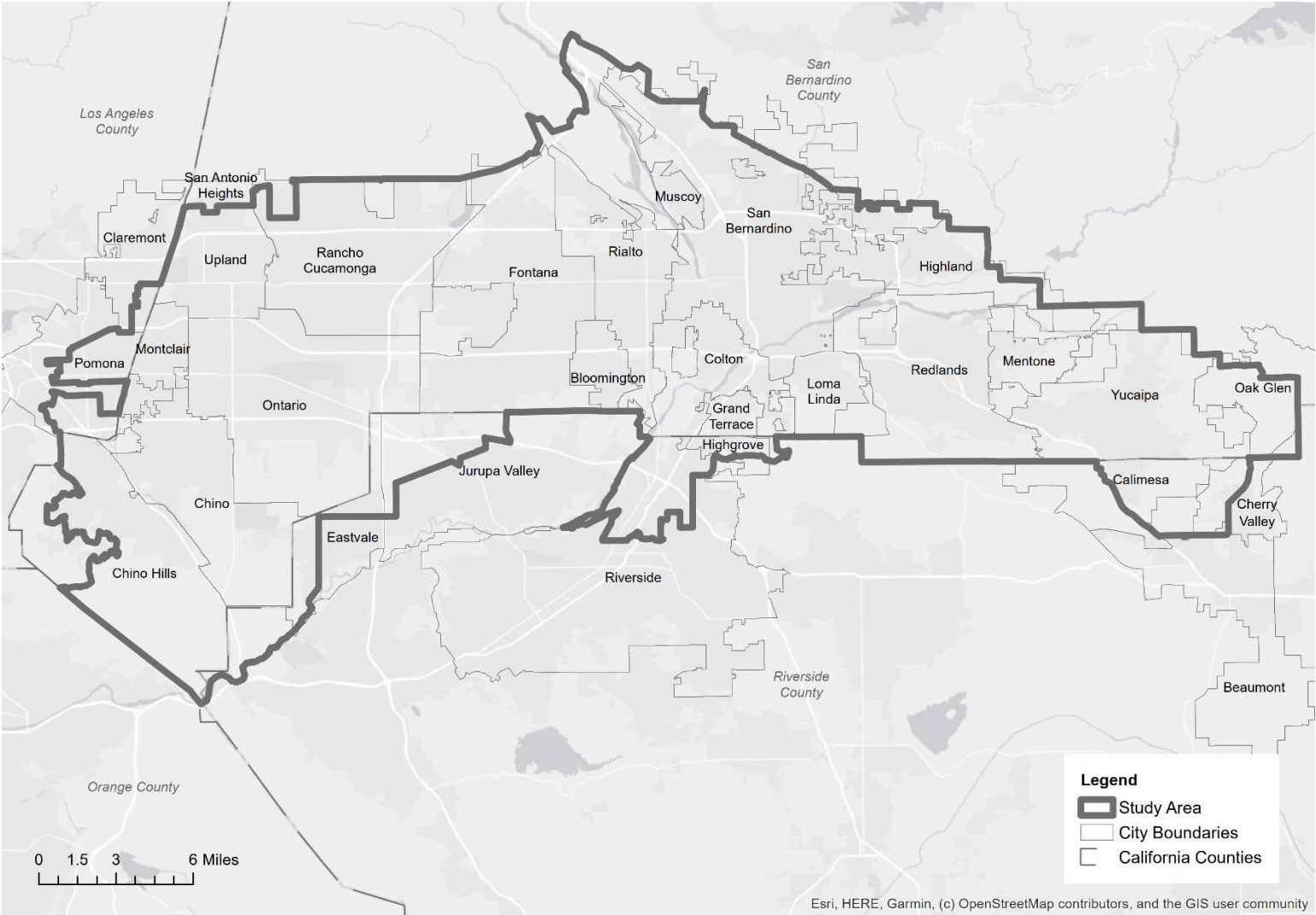
- Population and employment
- Socio-economic characteristics
- Travel patterns by population segments

The study area is focused on the existing Omnitrans service area, which includes the 15 Omnitrans Joint Powers Authority (JPA) member cities and the three unincorporated areas of San Bernardino County. The 15 JPA member cities are: Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa. The three unincorporated areas are: Bloomington, Mentone, and Muscoy.

In order to analyze the area served by each transit route, areas within a half-mile of an Omnitrans transit route are also included. The final study area, shown in Figure 21, was developed using input from SBCTA and Omnitrans. Figure 22 shows the study area and the study geographic analysis zones that correspond with census tracts – the geographic area that the Census Transportation Planning Products (CTPP) data is aggregated into. The geographic analysis zones are determined by census tract boundaries, which sometimes do not align with corresponding city boundaries. For example, some census tracts cover portions of both Rialto and Colton and both Rialto and Bloomington. The colors delineate the consolidated census tract groups but not to municipal boundaries, which are shown in Figure 21. Incorporating these simplified geographic analysis zones based on census tract boundaries ensures that the data are evaluated consistently and thoroughly. As a result, the study area includes an analysis of travel among 23 geographic analysis zones.

Population and employment densities are shown in Figure 23 and Figure 24, respectively.

Figure 21: Market Analysis Study Area



San Bernardino County

Los Angeles County

Orange County

Riverside County

San Bernardino

Rialto

Fontana

Upland

Claremont

Pomona

Montclair

Ontario

Chino

Chino Hills

Corona

Eastvale/Jurupa Valley

Bloomington

Colton

Grand Terrace

Loma Linda

Redlands

Mentone

Yucaipa

Calimesa

0 1.5 3 6 Miles

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Figure 23: Population Density

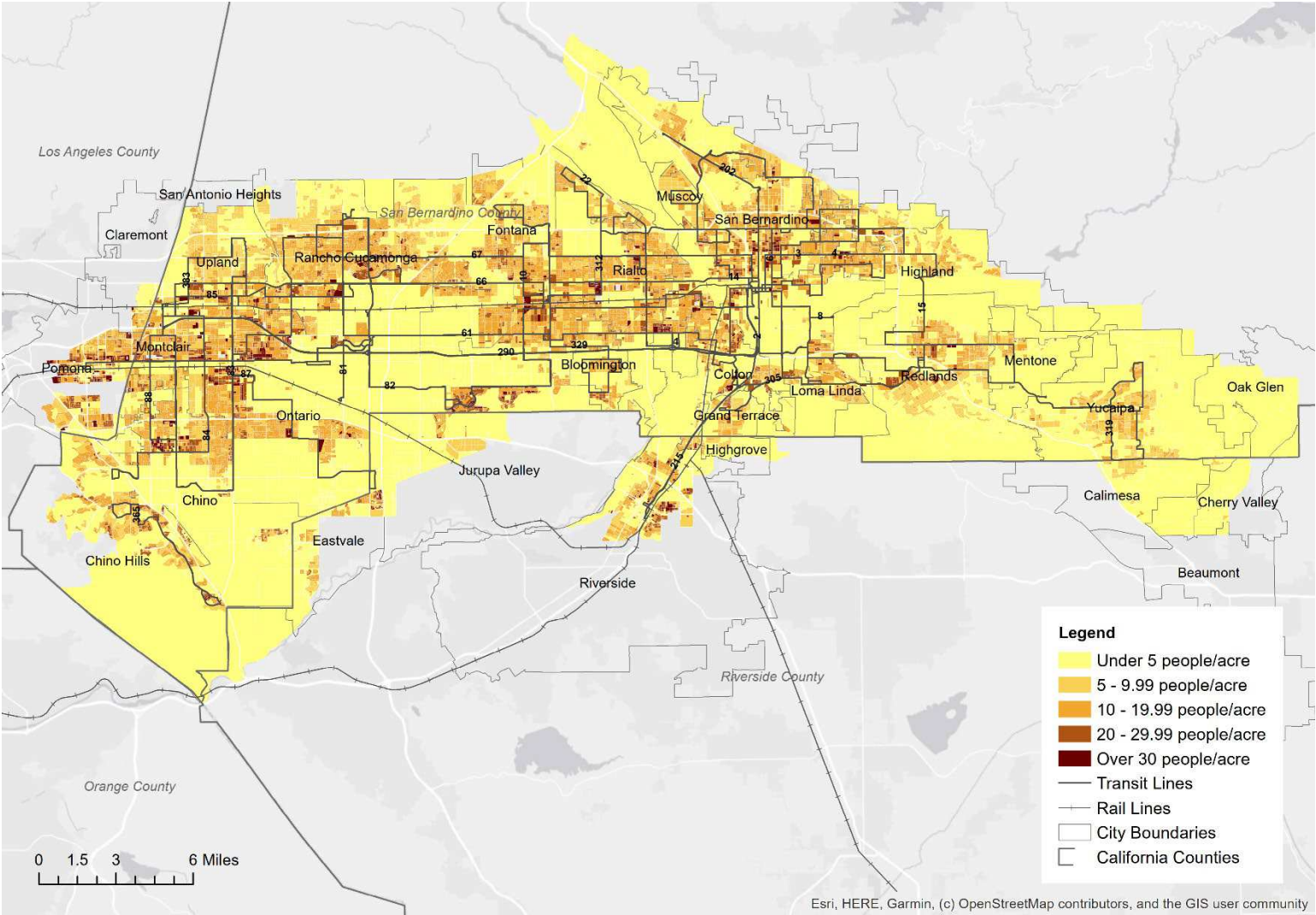
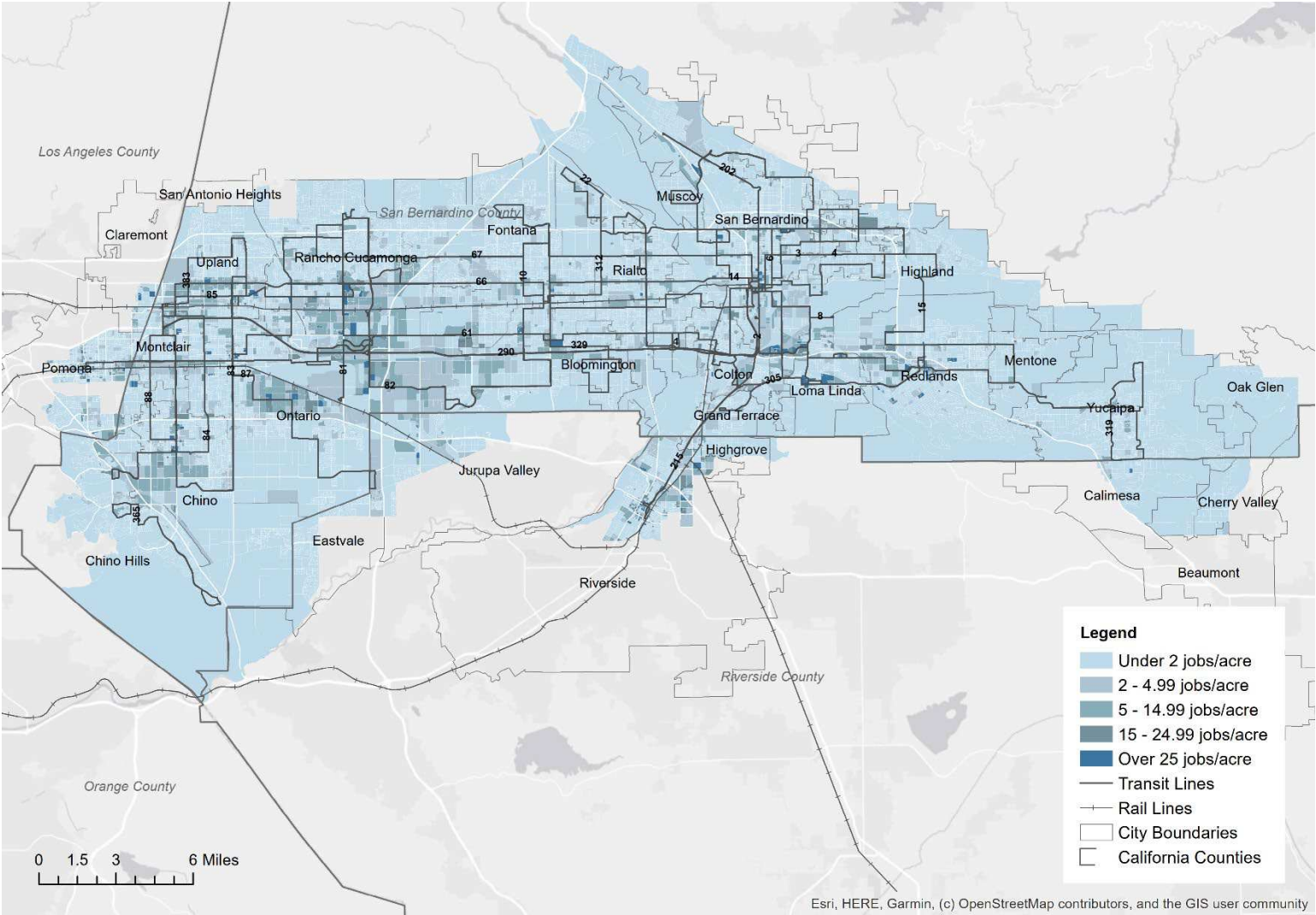


Figure 24: Employment Density



5.2 TRAVEL MARKET ANALYSIS

Census Transportation Planning Product⁴ (CTPP) data product based on 2012-2016 five-year American Community Survey (ACS) Data includes information on demographic characteristics, home and work locations, and journey to work travel flows. Using this data, WSP analyzed the journey to work travel markets in the study area.⁵ The overall data contains information related to the mode of the trip as well. Table 10 shows the cities within the study area and their corresponding ranking for the highest existing and potential total transit trips based on the CTPP data.

Table 10: Cities⁶ with Highest Existing and Potential Transit Trips

CITY	EXISTING TOTAL TRANSIT TRIPS	POTENTIAL TOTAL TRANSIT TRIPS
San Bernardino	1	1
Fontana	3	2
Ontario	2	3
Rancho Cucamonga	4	4
Redlands	9	5
Rialto	5	6
Colton	10	7
Yucaipa	14	8
Upland	8	9
Riverside	13	10
Chino	12	11
Pomona	6	12
Montclair	7	13
Loma Linda	16	14
Highland	17	15
Bloomington	11	16
Grand Terrace	15	17
Chino Hills	18	18
Calimesa	20	19
Eastvale/Jurupa Valley ⁷	19	20
Mentone	20	21
Claremont	20	22
Corona	20	23

⁴ Data sourced from years 2012-2016

⁵ As explained in Section 1, jurisdictional boundaries in this analysis are determined by census tracts. These simplified boundaries include unincorporated areas that fall within larger census tracts in a city or jurisdiction, as some census tracts contain both incorporated and unincorporated land.

⁶ These are geographic analysis zones that represent the cities listed.

⁷ Eastvale/Jurupa Valley consists of a census tract that contains portions of these cities.

An important distinction between the *existing* trip and *potential* trip data is that the number of existing transit trips is dependent of transit availability: the availability and accessibility of transit affects the mode choice of travelers. Potential transit markets thus may not be apparent in existing transit market analysis data.

Using demographic characteristics, potential transit trips are also analyzed to understand trips that might occur if improved transit service were available. Certain demographic characteristics identify which populations are more transit dependent and lead certain areas to have higher transit potential. Together, these two metrics provide a more complete understanding of the transit travel market.

5.3 KEY POTENTIAL TRAVEL MARKETS

Figure 25 and Figure 26 show “chord diagrams” illustrating existing and potential transit trip travel flows between geographic analysis zones that generally comprise the cities within the study area. The outside bar for each geographic analysis zone represents the total number of trips to and from the zone. The colored lines between each zone represent trip flows between the zones and are scaled according to the number of trips. Lines that appear as an arc within one geographic zone represent internal trips within that area. Wider lines represent higher numbers of trips and thinner lines represent lower number of trips. Using the data shown in Figure 25 and Figure 26, the analysis can visually identify strong existing and potential transit markets. Similar diagrams for each of the communities are included in the Appendix of this report.

Table 11 illustrates the top 35 potential transit travel markets between cities in the study area, as well as the corresponding rank of four travel markets: all trips, existing transit trips, potential transit trips, and potential choice transit trips.

As shown in Table 11, the top five potential transit markets are:

1. San Bernardino’s internal travel market, the highest-ranked market for all four travel markets
2. Ontario’s internal travel market, which is a top-five market for all travel markets
3. Fontana’s internal travel market, which ranks 17th for the existing transit travel market, but top three for other travel markets
4. Rancho Cucamonga’s internal travel market, which is a top five market for all travel markets
5. San Bernardino to Redlands, which ranks 14th for the existing transit travel market, but top five for other travel markets

Figure 25: Existing Transit Trips

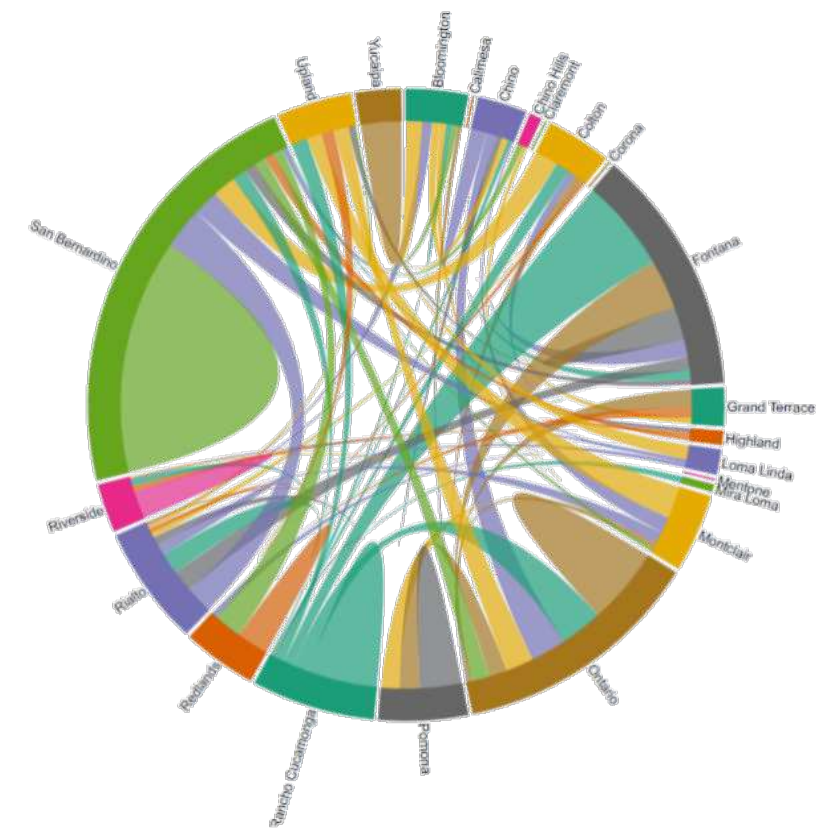


Figure 26: Potential Transit Trips

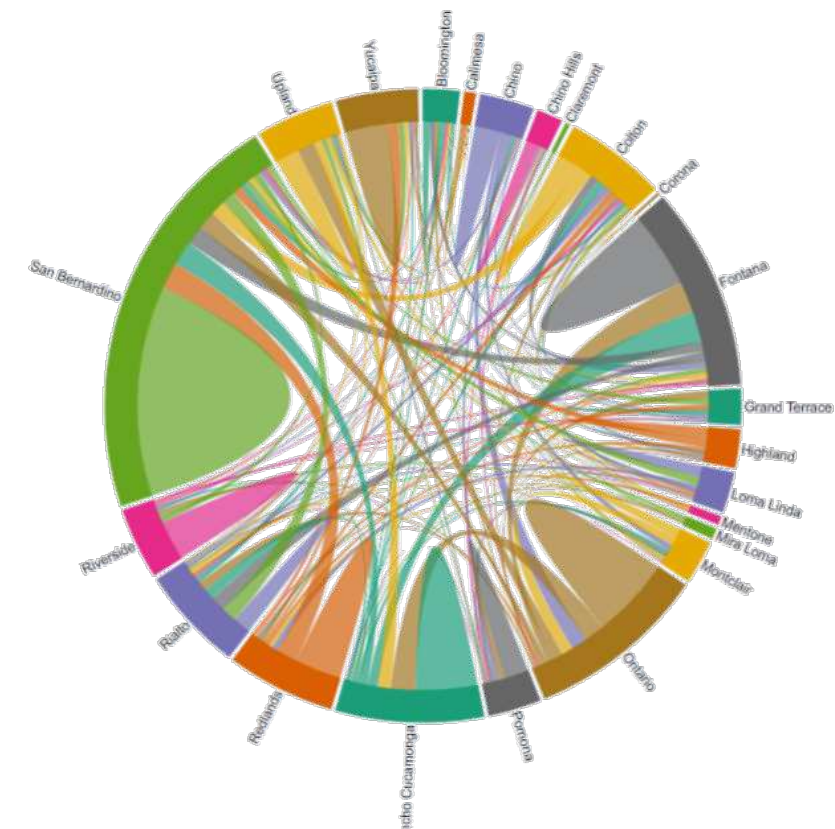


Table 11: Top 35 Travel Markets Between Cities

ORIGIN	DESTINATION	RANK EXISTING ALL TRIPS ⁸	RANK EXISTING TRANSIT TRIPS	RANK POTENTIAL TRANSIT TRIPS	RANK POTENTIAL CHOICE TRIPS
San Bernardino	San Bernardino	1	1	1	1
Ontario	Ontario	4	3	2	4
Fontana	Fontana	3	17	3	3
Rancho Cucamonga	Rancho Cucamonga	2	5	4	2
San Bernardino	Redlands	9	14	5	9
Redlands	Redlands	5	18	6	5
Rancho Cucamonga	Ontario	6	6	7	6
Yucaipa	Yucaipa	23	12	8	25
Rancho Cucamonga	Fontana	8	2	9	8
Riverside	Riverside	22	20	10	23
Ontario	Fontana	7	7	11	7
San Bernardino	Rancho Cucamonga	14	33	12	14
San Bernardino	Colton	13	9	13	13
San Bernardino	Fontana	10	28	14	10
San Bernardino	Rialto	15	5	15	17
Upland	Ontario	20	15	16	20
Chino	Chino	11	30	17	12
Pomona	Pomona	31	11	18	35
Upland	Upland	16	46	19	15
Colton	Colton	32	529	20	34
San Bernardino	Ontario	19	19	21	19

⁸ Existing transit trip data source is CTPP (Census Transportation Planning Products) data based on the 2012-2016 American Community Survey.

ORIGIN	DESTINATION	RANK EXISTING ALL TRIPS ⁸	RANK EXISTING TRANSIT TRIPS	RANK POTENTIAL TRANSIT TRIPS	RANK POTENTIAL CHOICE TRIPS
Rialto	Fontana	21	17	22	21
Upland	Rancho Cucamonga	18	23	23	18
Ontario	Montclair	28	40	24	30
Ontario	Chino	12	10	25	11
San Bernardino	Highland	17	34	26	16
Rialto	Rialto	24	37	27	22
San Bernardino	Loma Linda	56	21	29	61
Chino Hills	Chino Hills	26	529	29	26
Yucaipa	Redlands	25	529	30	24
Rialto	Rancho Cucamonga	33	22	31	32
Loma Linda	Loma Linda	69	66	32	74
Highland	Highland	43	66	33	46
Rialto	Colton	55	58	34	56
Fontana	Bloomington	27	40	35	27

Note: the rank of 529 is a proxy number for last place (tied)

TRAVEL DESIRE LINES

Highlighted in the following figures, the most notable trend across all four travel markets is travel moving east and west. Higher trip flows are represented by thicker lines and circles with the colors blue and red representing the least and most trips respectively.

Figure 27 shows an overview of all existing trips between areas based on the CTPP data. East-west travel between Redlands, San Bernardino, Fontana, Rancho Cucamonga, Ontario and Chino has the largest number of trips.

Figure 28 shows the existing transit trips between areas based on the CTPP data. The existing transit trips have the same strong east-west travel pattern between Redlands, San Bernardino, Fontana, Rancho Cucamonga, Ontario and Chino.

Figure 29 shows potential transit trips between areas, with San Bernardino remaining the strongest transit hub. There are several markets with notable differences between the existing and potential transit markets shown in Figure 28 and Figure 29, where the existing transit market is ranked substantially lower than the potential transit market. This may suggest that there is a higher demand for service than is currently being served. Such markets include Upland – Upland, Colton – Colton, Ontario – Montclair, Chino Hills – Chino Hills, Yucaipa – Redlands, Loma Linda – Loma Linda, Highland – Highland, and Rialto – Colton.

Figure 30 shows the same trip data as Figure 29, but any connection that is not within the top 35 travel markets is colored gray for visual clarity. Similarly, Figure 31 shows the same trip data as Figure 30 with any connections outside the top 35 travel markets colored gray.

Figure 27: Travel Desire Lines – Existing All Trips-All Modes

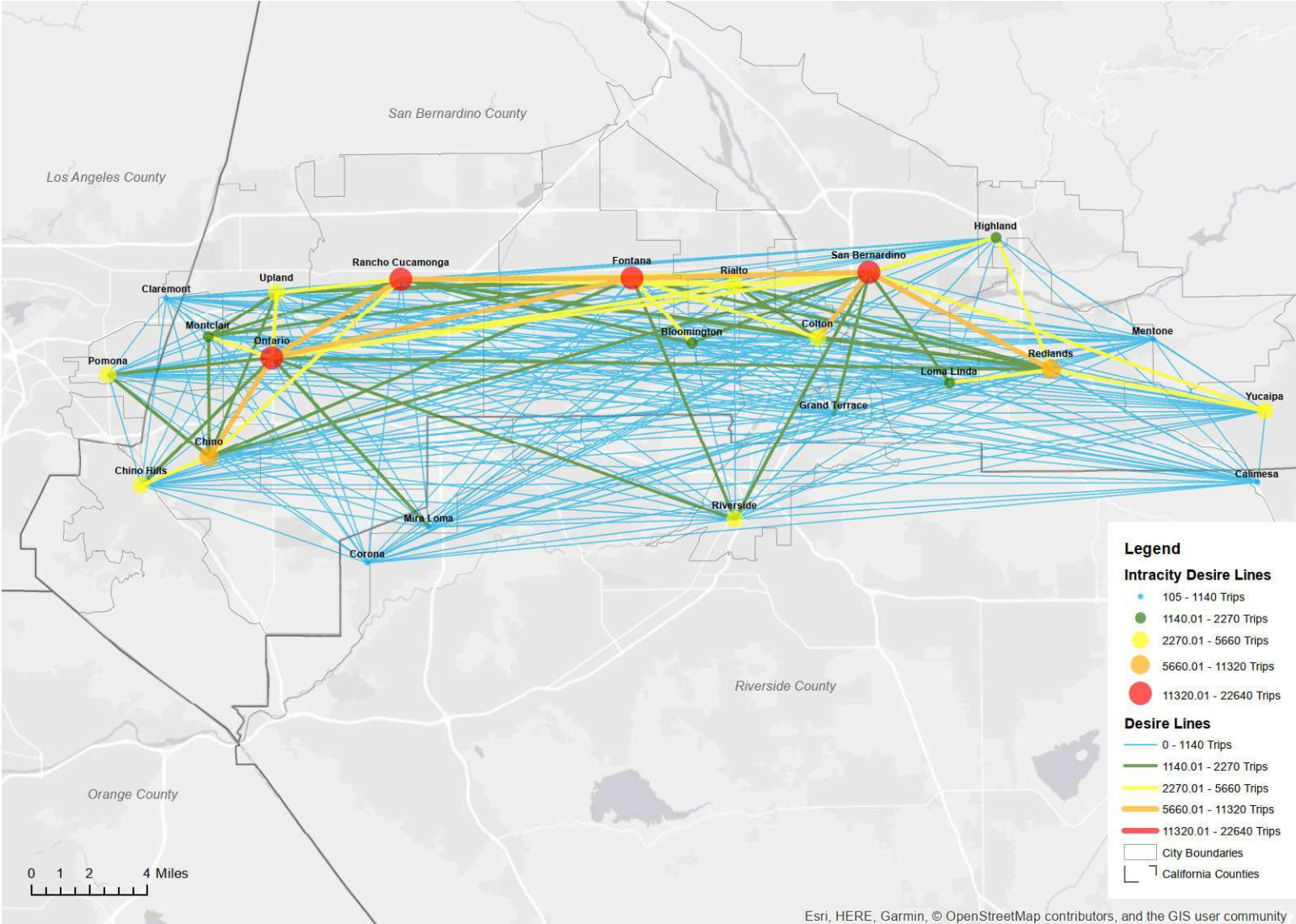


Figure 28: Travel Desire Lines – Existing Transit Trips

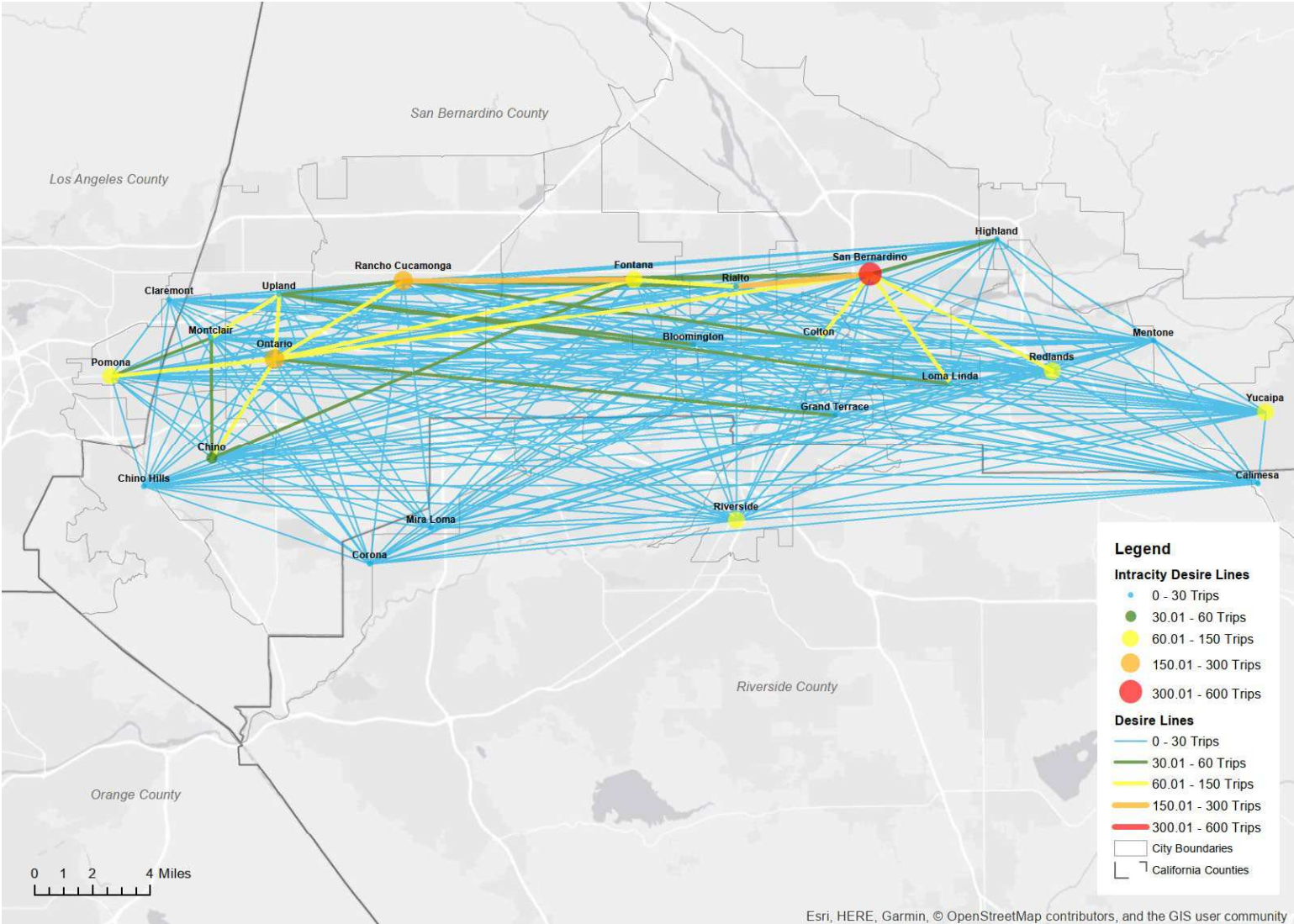


Figure 29: Travel Desire Lines – Potential Transit Trips

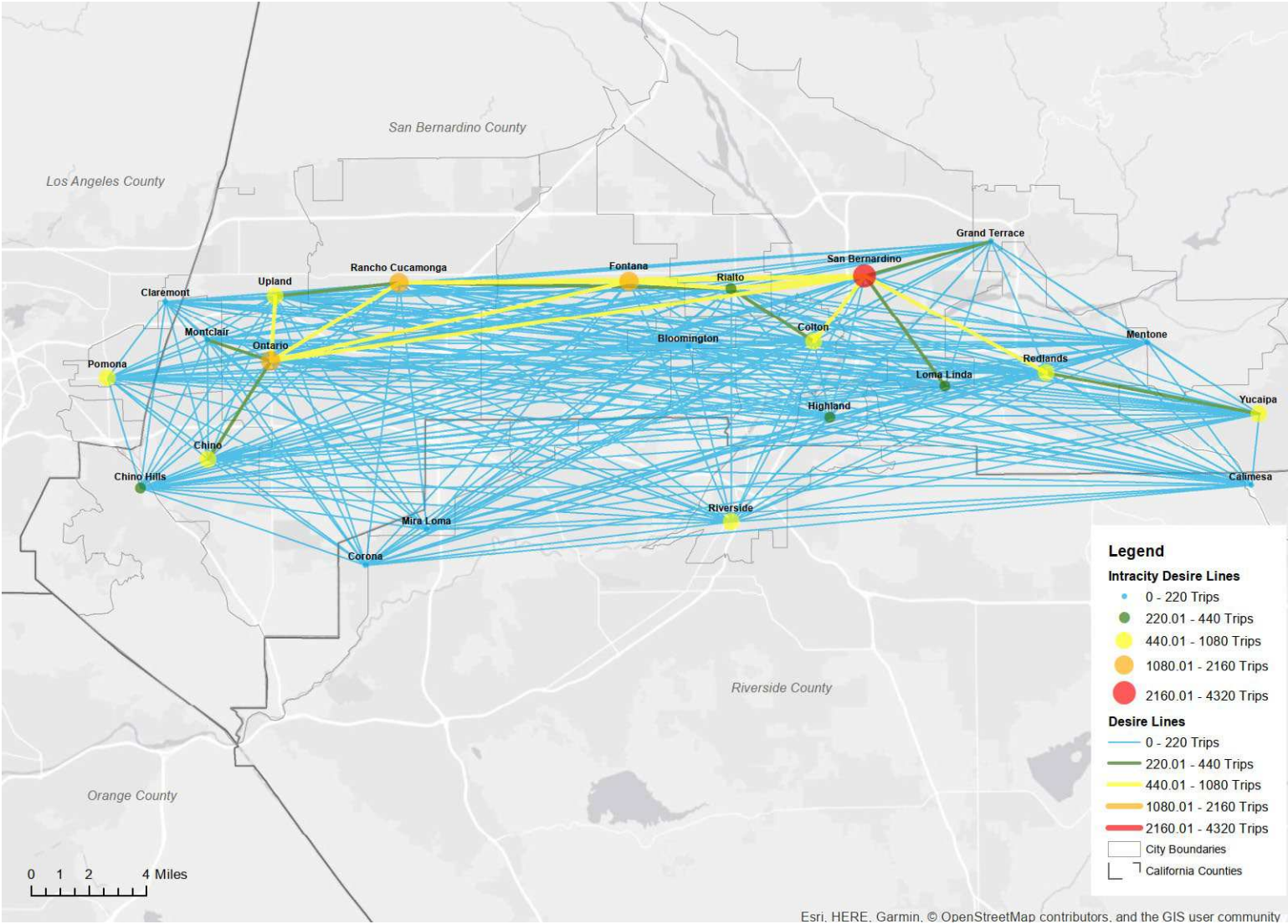


Figure 30: Travel Desire Lines – Potential Choice Transit Trips

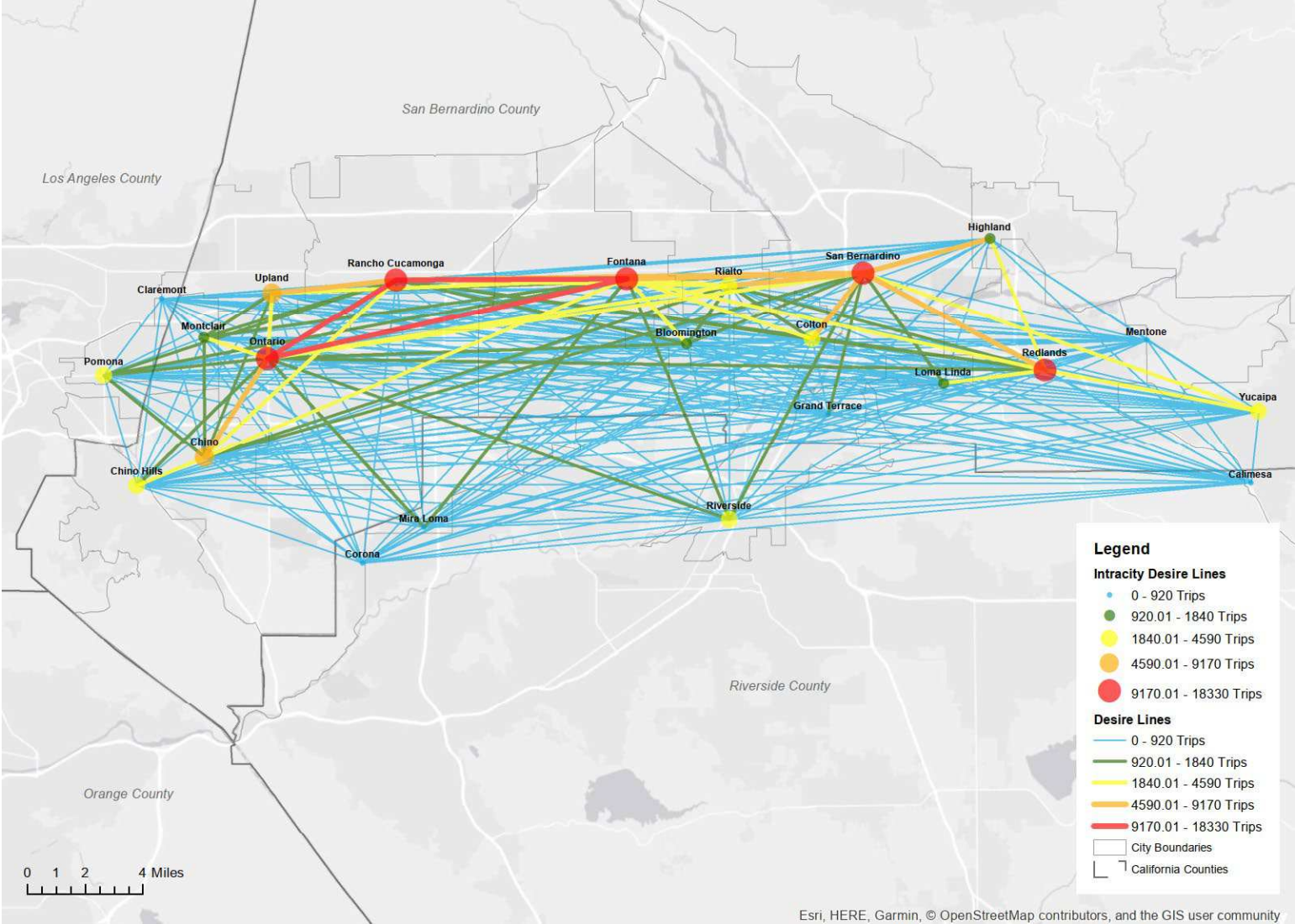


Figure 31: Travel Desire Lines – Key Existing Transit Markets (Top 35)

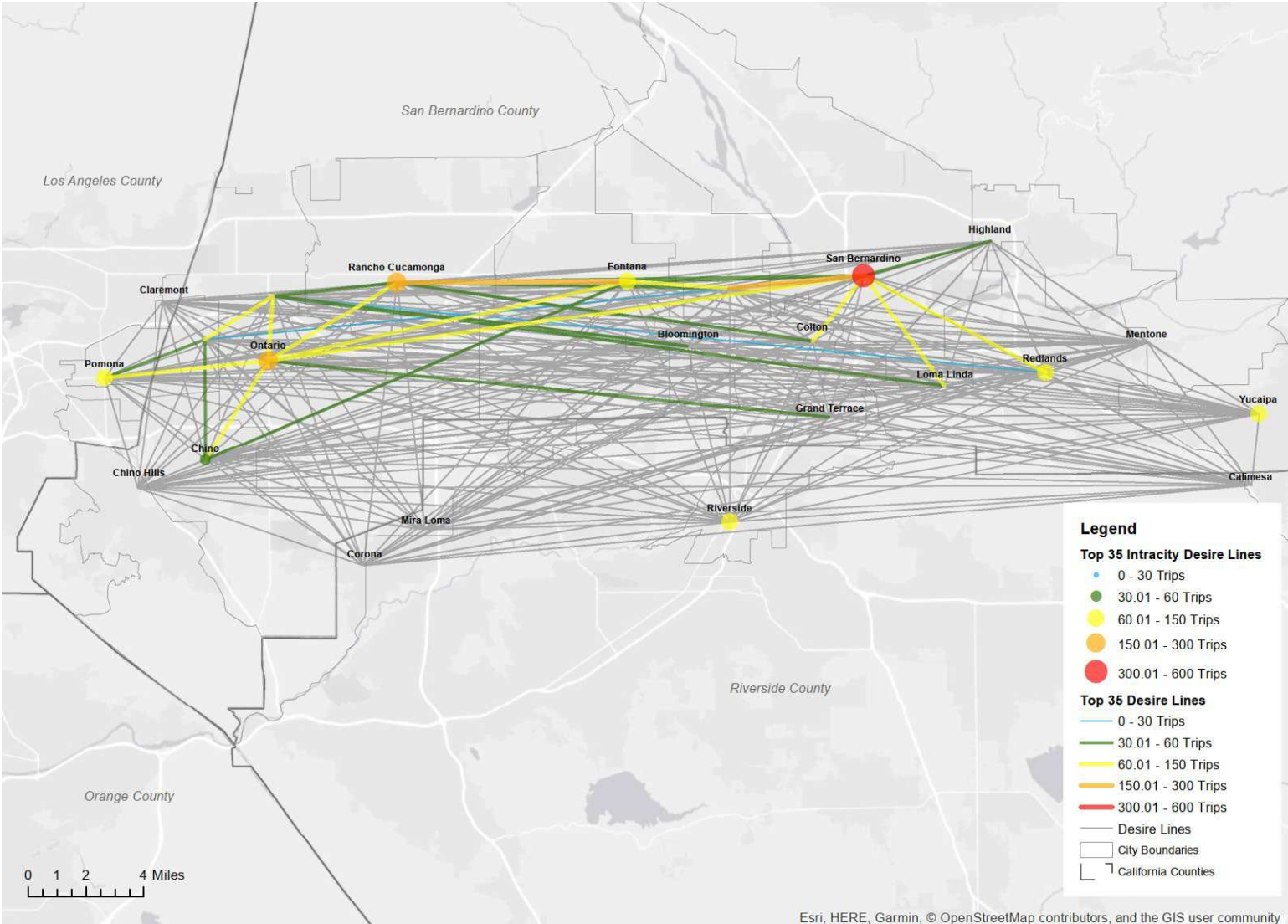
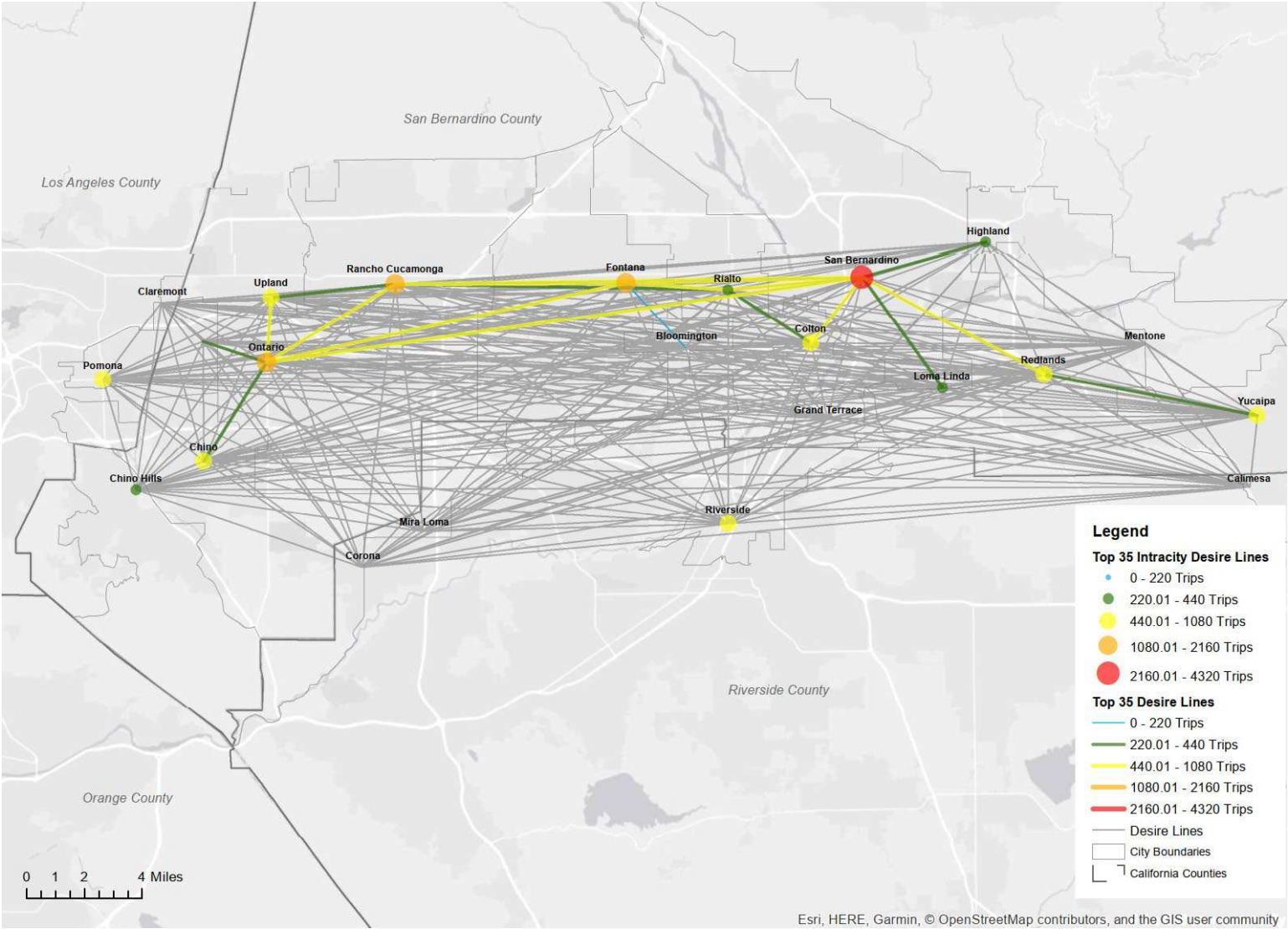


Figure 32: Travel Desire Lines – Key Potential Transit Markets (Top 35)



5.3.1 WHICH KEY TRAVEL MARKETS ARE UNDERSERVED?

By comparing the key existing and potential travel markets to the Omnitrans transit service (pre-pandemic, ConnectForward changes are noted) that connects them, potential transit service improvement opportunities can be identified to help ensure that transit is serving those markets that depend on it.

Table 12 explains key transit travel markets representing potential transit service improvement opportunities, as illustrated in Figure 33 and Figure 34. Colton, in particular, exhibits strong unserved demand with potential for future improvement, especially since there are currently no north-south or local routes. San Bernardino is the strongest transit and overall travel market in the region multiple high potential destinations surrounding this hub. In addition to the listed markets, there are also various large distribution centers that act as key destinations for off-peak trips but can be difficult to serve with conventional transit due to their location in large industrial areas and 24/7 employment. Figure 35 and Figure 36 show potential transit trips within the City of Colton and San Bernardino, respectively, at the census tract level. The patterns suggest that there are opportunities for trips within each city and that these destinations are dispersed, supporting the opportunity for microtransit service.

Table 12: Key Travel Markets for Potential Transit Service Improvement Opportunities

TRANSIT MARKETS	TRAVEL MARKET STRENGTH	EXISTING TRANSIT ROUTES	SERVICE	OFF-PEAK TRAVEL TIME (MINUTES) ⁹		METRO LINK
				TRANSIT	AUTO	
San Bernardino-Rancho Cucamonga	Strong Overall and Transit Market	290, 81/82 14-66	Slow	90 – 120	30	V
Pomona-Montclair	Strong Existing Transit Market	61 87-88 Foothill Transit 480, Silver Streak	Slow (Silver Streak-Fast)	30 – 45	10 – 15	V
Rancho Cucamonga-Ontario	Strong Overall and Transit Market	66-83 81-61 83-85 66-84-61, 85-84-61	Slow	60	15	V
Rialto-Fontana	Strong Overall and Transit Market	14 15	Slow	35	10 – 15	V
San Bernardino-Colton	Strong Overall and Transit Market	Route 1	Direct, Slow	35 - 40	10	
Colton	Strong Internal Potential Transit Market and Weak Existing Transit Market	East-west through routes	Varied. No north-south or local routes Unserved demand			
San Bernardino	Strong Overall and Transit Market	Various routes	Varied			

⁹ Source: Google Maps estimated travel time between the following intersections: San Bernardino-Rancho Cucamonga: N D St & W 3rd St to Civic Center Dr & Civic Center Driveway; Pomona-Montclair: W Mission Blvd & S Garey Ave to Central Ave & Benito St; Rancho Cucamonga-Ontario: Civic Center Dr & Civic Center Driveway to Euclid Ave & Holt Blvd; Rialto-Fontana: W Rialto Ave & S Palm Ave to Wheeler Ave & Upland Ave; San Bernardino-Colton: N D St & W 3rd St to N La Cadena Dr & E D St.

Figure 33: Key Existing Transit Markets (Top 35) and Existing Transit Service

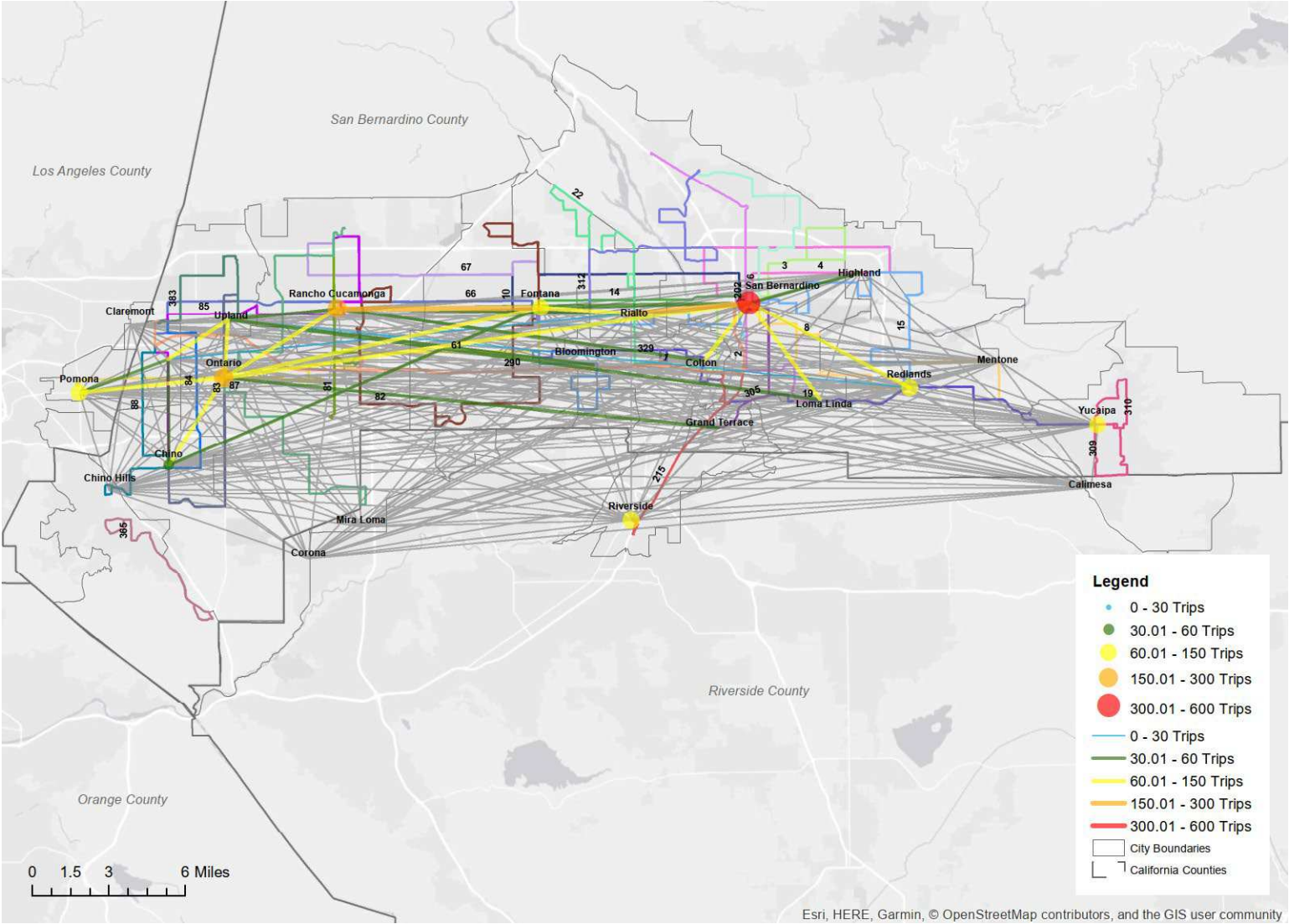


Figure 34: Key Potential Transit Markets (Top 35) and Existing Transit Service

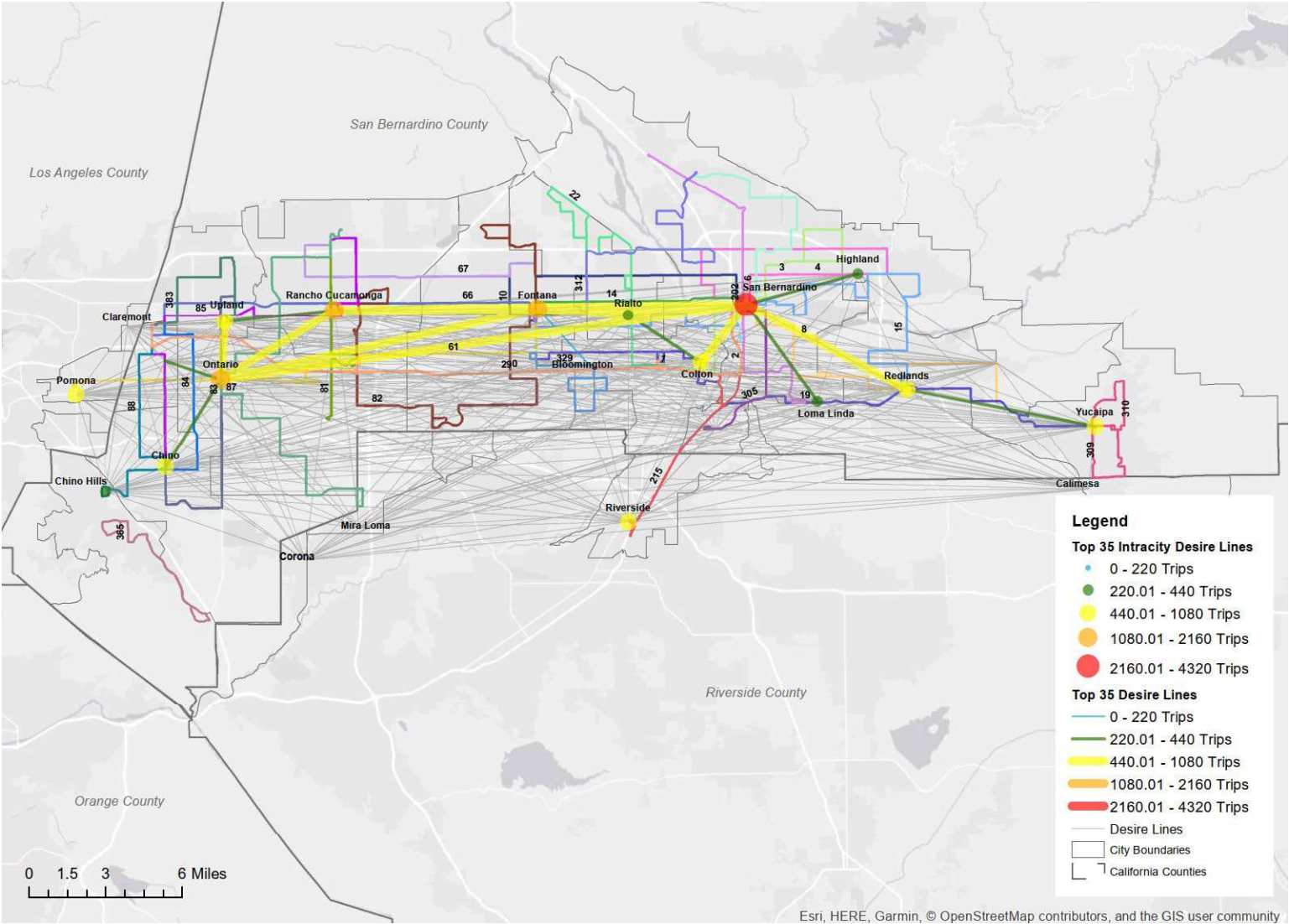


Figure 35: Potential Transit Trips Within Colton

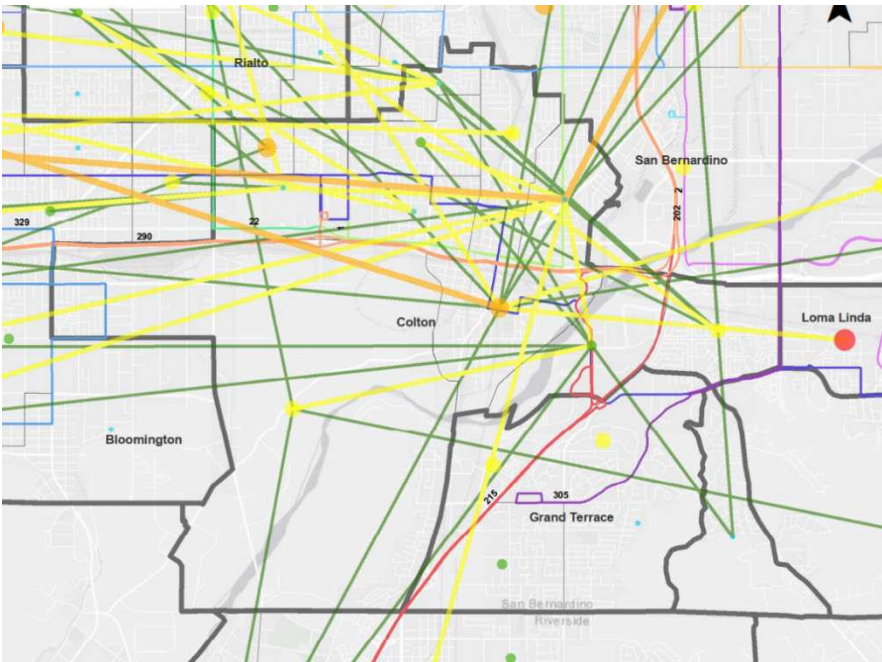
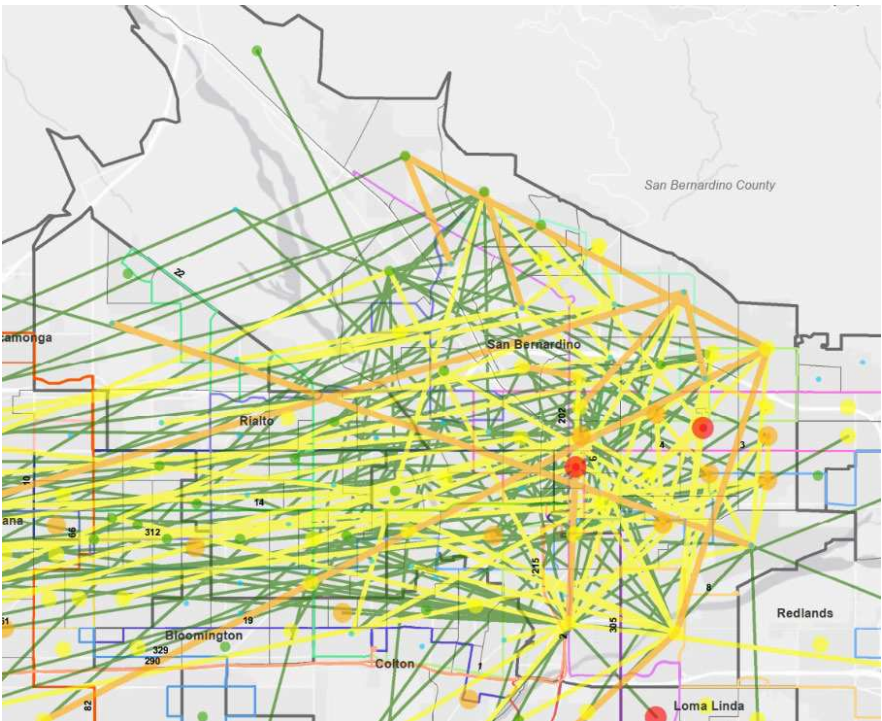


Figure 36: Potential Transit Trips Within San Bernardino



KEY IDEAS / CONCEPTS TO DISCUSS AND DEVELOP FURTHER

Based on the characteristics of each market identified above, three main concepts for improving transit have been identified. These concepts can be grouped into the following categories:

- High Capacity Transit (HCT): express service, BRT, or other transit priority features
- Route optimization: shortening routes, eliminating routes, changing service times, or replacing routes and investing in other key markets
- Innovative transit solutions: microtransit, micromobility, and mobility hubs

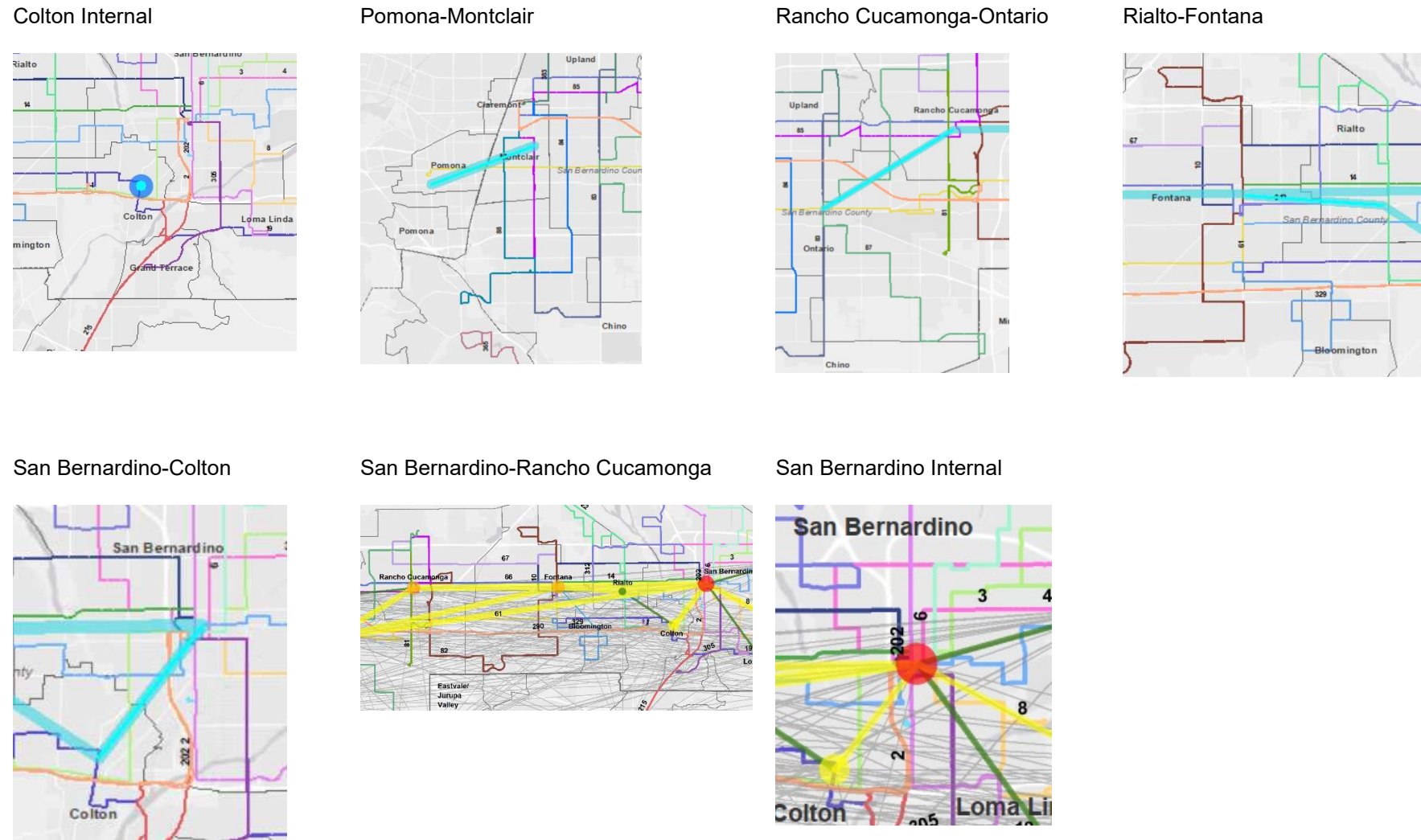
Expanded HCT service has been previously analyzed for the Metro-Valley. The San Bernardino Long Range Transit Plan (LRTP), 2010, identified 10 BRT corridors as part of its package of VISION premium transit services:

- | | |
|---|--|
| ▪ E Street (subsequently implemented as the sbX BRT line) | ▪ Holt Avenue/4 th Street (in part currently being developed as part of the WVC BRT line) |
| ▪ Foothill Boulevard East | ▪ San Bernardino Avenue |
| ▪ Foothill Boulevard West (in part currently being developed as part of the WVC BRT line) | ▪ Grand/Edison Avenues |
| ▪ Mountain/Euclid Avenues | ▪ Sierra Avenue |
| | ▪ Riverside Avenue |
| | ▪ Haven |

The eight key transit travel markets representing potential transit service improvement opportunities are illustrated in Figure 37 and described as follows:

- **San Bernardino-Rancho Cucamonga** is an opportunity to explore high capacity transit to improve the travel speeds in the corridor and serve the strong transit market. This is the center segment of a larger corridor that extends from Chino-Ontario-Upland-Rancho Cucamonga-Fontana-San Bernardino-Redlands. While service does overlap with Metrolink, the two markets may be distinct, and a connection is proposed as a BRT corridor in the LRTP. Other service changes to the local routes that serve the corridor would also need to be considered.
- **Pomona-Montclair** is an opportunity to explore stop optimization and transit priority treatments to increase the transit travel speeds in this strong transit market. While service does overlap with Metrolink, the two markets may be distinct. A BRT line making this connection is included in the LRTP and being developed as the WVC. Local connections are made by Foothill Transit.
- **Rancho Cucamonga-Ontario** has similar opportunities as described above with San Bernardino-Rancho Cucamonga. The WVC will make this connection.
- **Rialto-Fontana** has similar opportunities, as described by San Bernardino-Rancho Cucamonga. The BRT lines on Foothill Boulevard and San Bernardino Avenue would provide connections, as does Route 14.
- **San Bernardino-Colton** is an opportunity to review Route 1 and the layover to increase the speed of transit service between these two strong transit travel markets. The San Bernardino Avenue BRT line proposed in the LRTP connects these two communities.
- **Colton** has a strong internal potential transit market with dispersed destinations that could be served well by creating a mobility hub and serving the market with microtransit.
- **San Bernardino** presents perhaps the strongest opportunity in the region to enhance to SBTC as a key mobility hub to better serve the surrounding strong transit market. This location presents an opportunity for both micromobility and microtransit to serve both short and long trip durations.
- The various **large distribution centers** act as key destinations with for off-peak trips that are difficult to serve with conventional transit, but present an opportunity to have focused transit services, especially to serve the second and overnight shift job market.

Figure 37: Key Transit Travel Markets Representing Potential Transit Service Improvement Opportunities



5.3.2 IS IT TRUE TRANSIT ROUTES BENEFIT FROM CHANGE?

Nine key transit travel markets representing potential transit service improvement opportunities are listed below, along with their travel market rank for all trips, transit trips, potential transit trips, and potential transit trips.

Table 11 identifies the total population and employment for each route as well as the population and employment per route mile.

Table 13: Nine Key Travel Markets – Population and Employment

ROUTE	POPULATION ACCESS		EMPLOYMENT ACCESS	
	TOTAL	POPULATION PER ROUTE MILE	TOTAL	POPULATION PER ROUTE MILE
15	99,917	3,122	30,896	966
19	100,589	2,719	50,299	1,359
81	26,869	1,279	35,164	1,674
84	47,897	4,790	18,636	1,864
88	47,116	3,365	21,893	1,564
290	58,177	1,003	66,474	1,146
305	20,363	1,851	17,192	1,563
309/310	30,709	2,559	4,147	346
365	30,440	2,537	3,442	287

- **Route 15** performed well on both the weekdays and weekends with respect to the cost per trip. The Redlands-Highland portion of the route is a weak market. Along the total route, there is a medium level of population density with pockets of low density. However, along the total route, there is generally little employment. Within the Redlands-Highland portion of Route 15, the population density is generally low, with pockets of medium density at each terminus. Along this same portion, there is very little employment.
- **Route 19** performed well on both the weekday and weekend with respect to the cost per trip. The Redlands-Yucaipa portion of the route is a strong market. However, the Fontana-Colton-Grand Terrace-Loma Linda-Redlands portion is a weak market. Along the total route, there is generally a medium to high level of population density. There are pockets of low density in Colton and between Redlands and Yucaipa. There is generally little employment along the route, but small pockets of moderate employment exist in Loma Linda and the border of Fontana and Bloomington.
- **Route 81** performed well on weekdays and less well on the weekends with respect to the cost per trip. It was modified as part of Connect Forward. Chino-Ontario-Rancho Cucamonga is a strong market served by Routes 83 and 84. However, Chino-Rancho Cucamonga is a weak transit market and deleted under the ConnectForward modification. There is medium level population density in the northern portion of the total route and a low level of density in the southern. Pockets of higher density development are on the border of Rancho Cucamonga and Ontario. Conversely, there is more employment in the southern portion of the route than there is in the northern.

- **Route 84** performed well on weekdays and less well on the weekends with respect to the cost per trip. Weekend service is now outsourced as part of ConnectForward. The Chino-Ontario-Montclair portion is a strong market. The area is competing with Routes 85, 88, and to some extent 83. There exists a varied level of population density along the entire route. In general, there is little employment along the entire route. Notably, there is little population density at the route termini. Montclair has more employment, with the universities as a major employment center, than the route terminus in Chino, but this level is still moderately low.
- **Route 88** performed well on weekdays and less well on weekends with respect to the cost per trip. Service is now outsourced on weekends as part of ConnectForward. Both the Chino Hills-Chino portion and the Chino-Montclair portion of the route are weak transit markets, with cannibalization occurring alongside Routes 84 and 85. Chino Hills is a weak transit market for all routes connecting through it. The entire route generally has a medium level of population density and little employment. Within the Chino Hills-Chino portion, population density is lowest in Chino Hills. Employment in this area is moderately low but higher than in northern Chino. Within the Chino-Montclair portion of the route, population density is generally moderate, and there is very little employment.
- **Route 290** did not perform well on weekdays. The Ontario-San Bernardino portion of the route is a strong market, yet the Montclair-San Bernardino portion of the route is weak. The entire route has mostly low levels of population density, with some pockets of medium density in Montclair, Ontario, and Fontana. The route generally has little employment, with higher levels in the identified pockets of lower population density (except for eastern Fontana, where population density and employment are mostly equal).
- **Route 305** Both the San Bernardino-Grand Terrace and Loma Linda-Grand Terrace portions of the route are weak markets. Service has been reduced under Connect Forward. The entire route has variable levels of population density, with higher density to the south. While there is generally little employment along the route, some pockets of moderate employment exist in San Bernardino. Population density is greatest in the Loma Linda-Grand Terrace portion of the route, while employment is at its lowest portion.
- **Route 309 & 310** did not perform well on both the weekdays and the weekends with respect to cost per trip. However, Yucaipa has a strong internal transit market. The entire route has quite varied levels of population density but consistently little employment. These routes were revised, weekend service dropped, and combined as part of ConnectForward.
- **Route 365** performed poorly on both the weekdays and the weekends with respect to cost per trip. This route will be eliminated and replaced by microtransit. Along this route, there are varying levels of population density, with both termini showing high density. The route has consistently very little employment. It has been eliminated as a fixed route and replaced with OmniRide microtransit service as part of ConnectForward.

KEY IDEAS / CONCEPTS TO DISCUSS AND DEVELOP FURTHER

Eight key routes with the potential for service improvement opportunities are listed below and illustrated in Figure 38. As an outcome of the market analysis, the following are offered as considerations only, as they are generally in the realm of short-range service planning. Recommended concepts are included in Chapter 6.

Figure 39 compares the population and employment density along the eight routes within a ¼-mile buffer, providing a relative comparison of coverage by route.

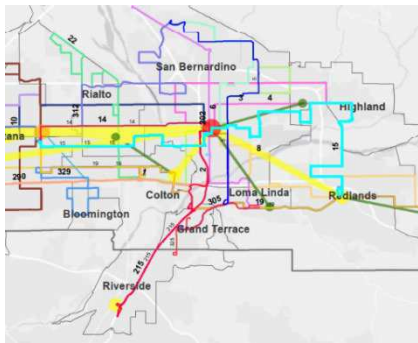
- **Route 15:** Consider shortening the route by eliminating service to Highland and Redlands, which is a weak transit market. Consideration can be given to route modifications once Arrow service is in full operation.
- **Route 81:** Consider reducing weekend service or replacing weekend service with limited weekend microtransit service. A mobility hub at Foothill and/or Baseline could serve as the regional connection to the microtransit service area to north with Chaffey College.
- **Route 84:** Omnitrans has already taken action as part of ConnectForward by using a smaller vehicle and outsourcing weekend service.
- **Route 88:** Consider reducing weekend service (service was outsourced under ConnectForward) or shortening the route by eliminating service between Chino and Chino Hills, which is served by microtransit.
- **Route 290:** Consider shortening the route by eliminating service west of Ontario.
- **Route 309 & 310:** Recent changes that were made to this route include combining the routes as Route 319 as part of ConnectForward. This analysis shows that the area served may also have the potential to succeed as microtransit.
- **Route 365:** The September 2020 service changes that are already planned as implementing microtransit are supported by this analysis.

The population and employment of each route varies based on the area served and, of course, the actual length of the route. Route 19 and Route 15 serve highly populated areas - with about 100,000 residents - generally within walking distance. Both routes are very long, however; the population per route mile provides a better comparative reference. Route 84, which is significantly shorter than Routes 15 and 19, serves the highest amount of population per route mile, at 4,790 (compared with 3,122 for Route 15 and 2,719 for Route 19, respectively).

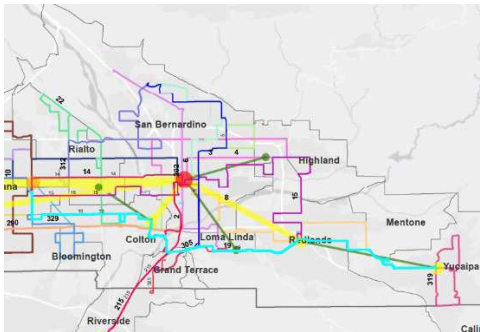
Employment also varies by route, length and areas served. For example, nearly 31,000 jobs fall within the buffer of Route 15, but the number of jobs per route mile is under 1,000. Along Route 81, the number of jobs served is about half of that along Route 15, but its length is much shorter. The density of jobs, at over 1,800, is almost double that of Route 15.

Figure 38: Potential Route Revision and Improvement Opportunities

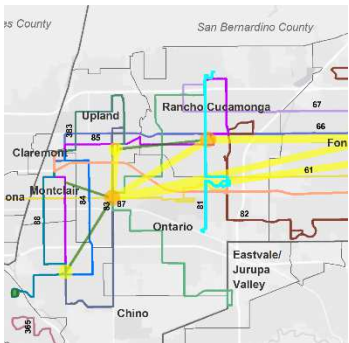
Route 15



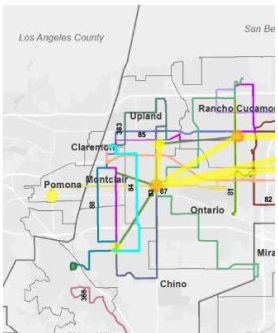
Route 19



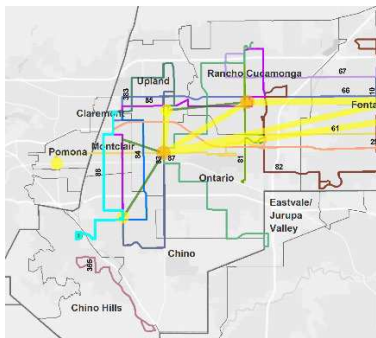
Route 81



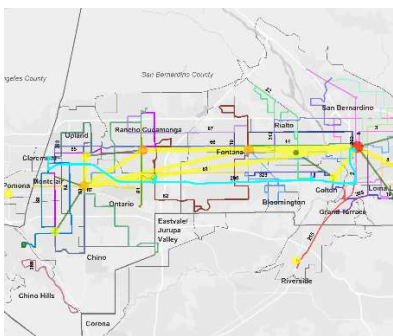
Route 84



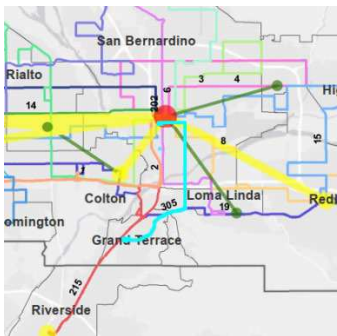
Route 88



Route 290



Route 305



Route 309/310

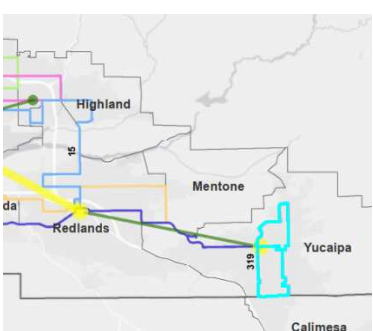
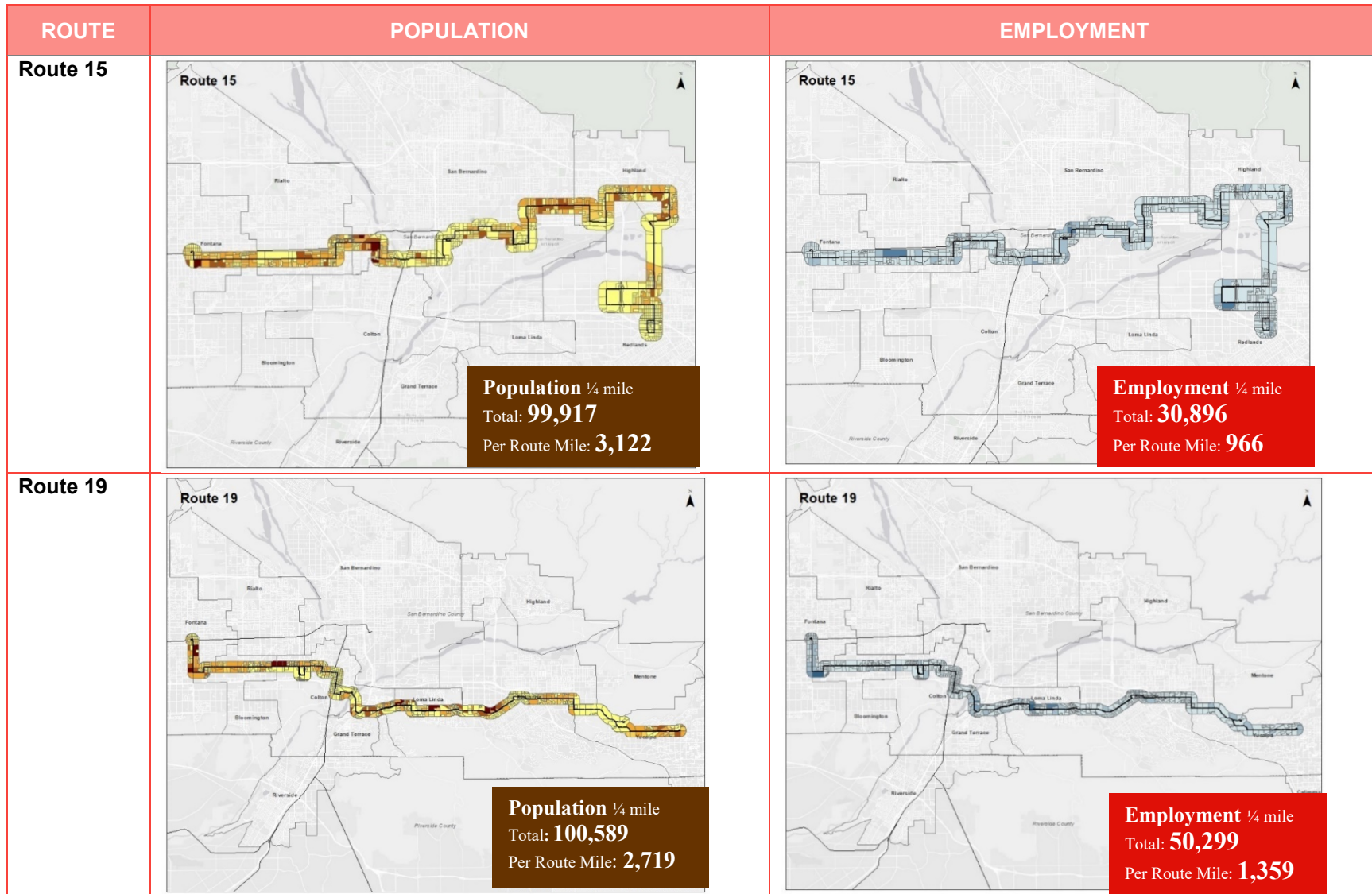
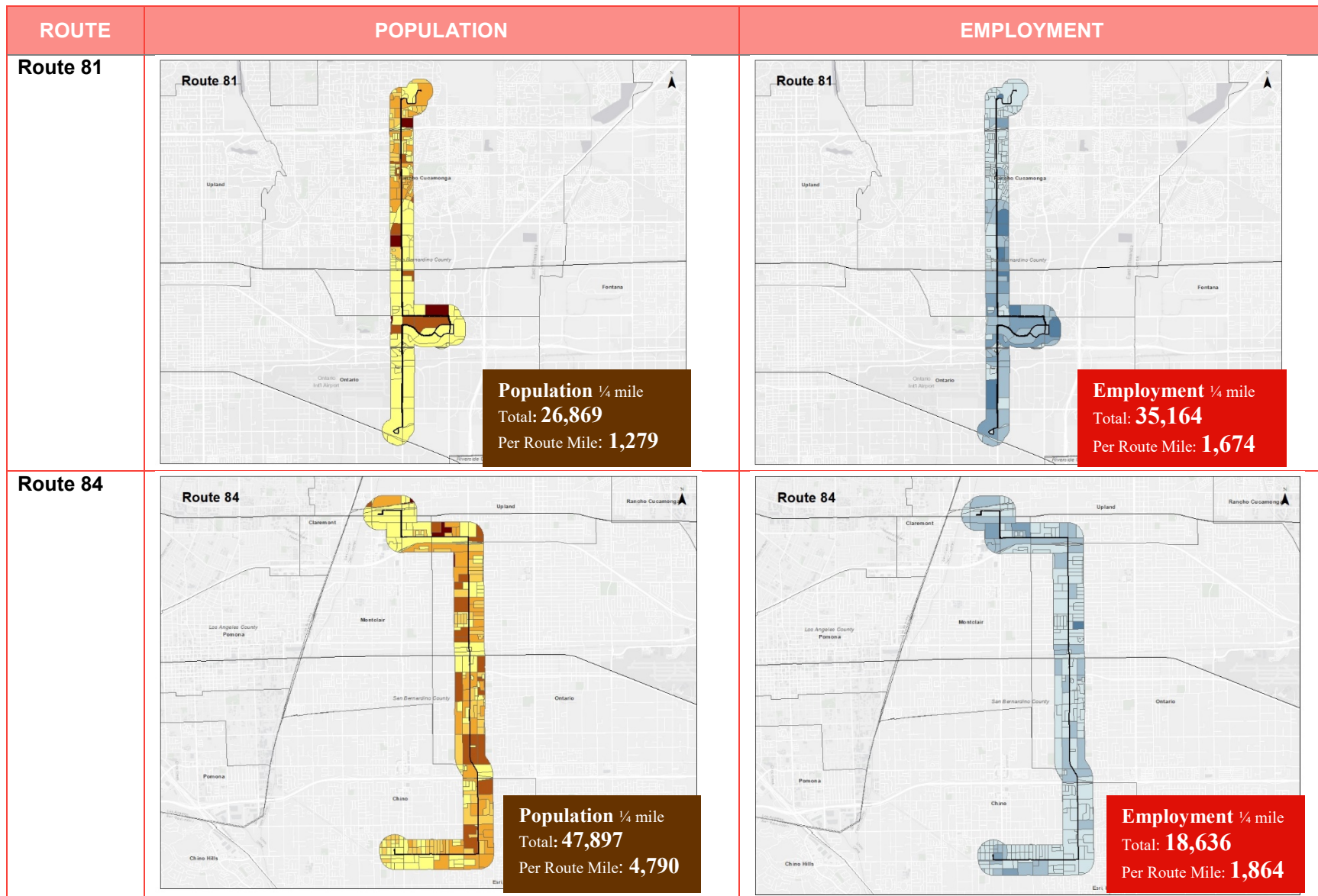
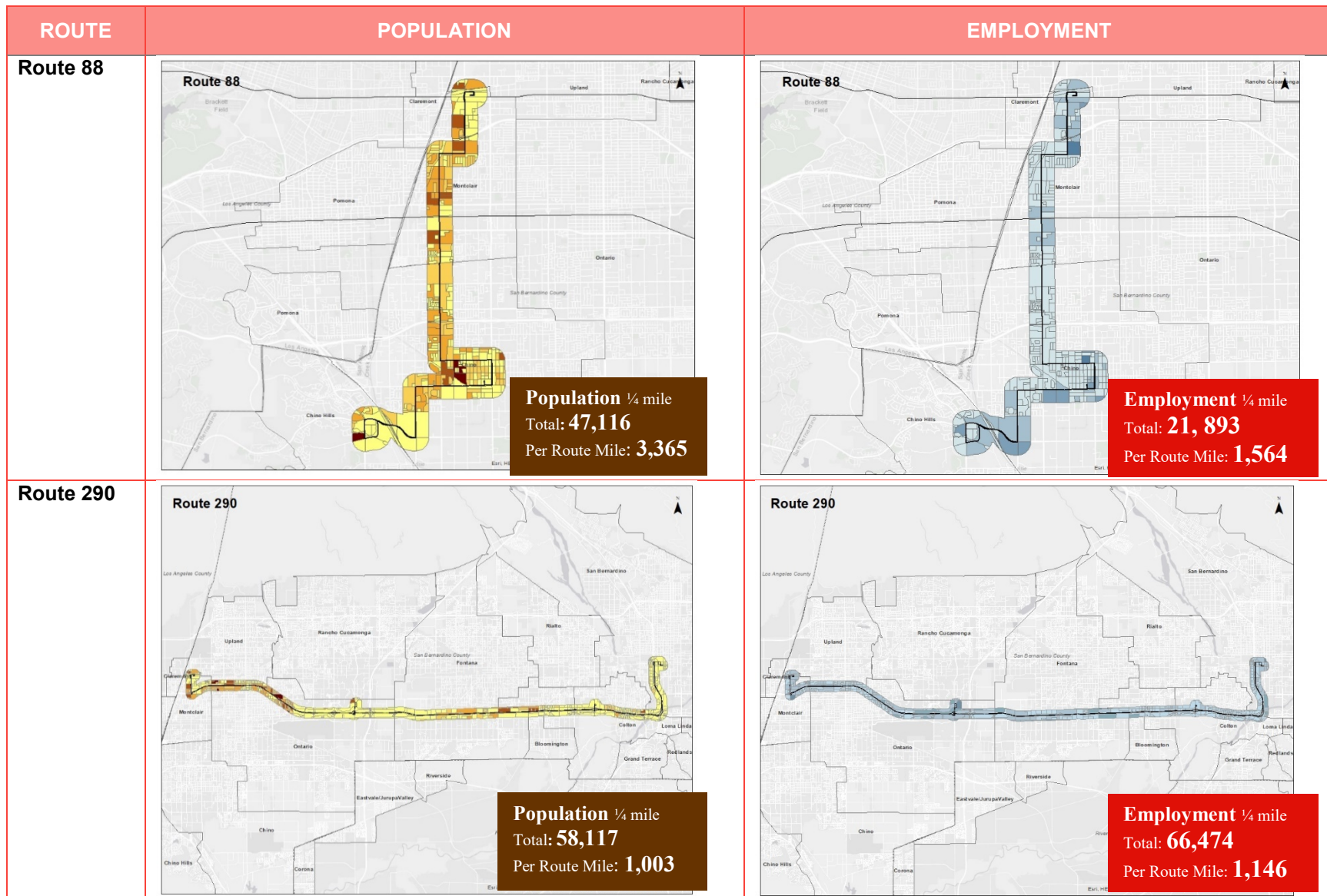
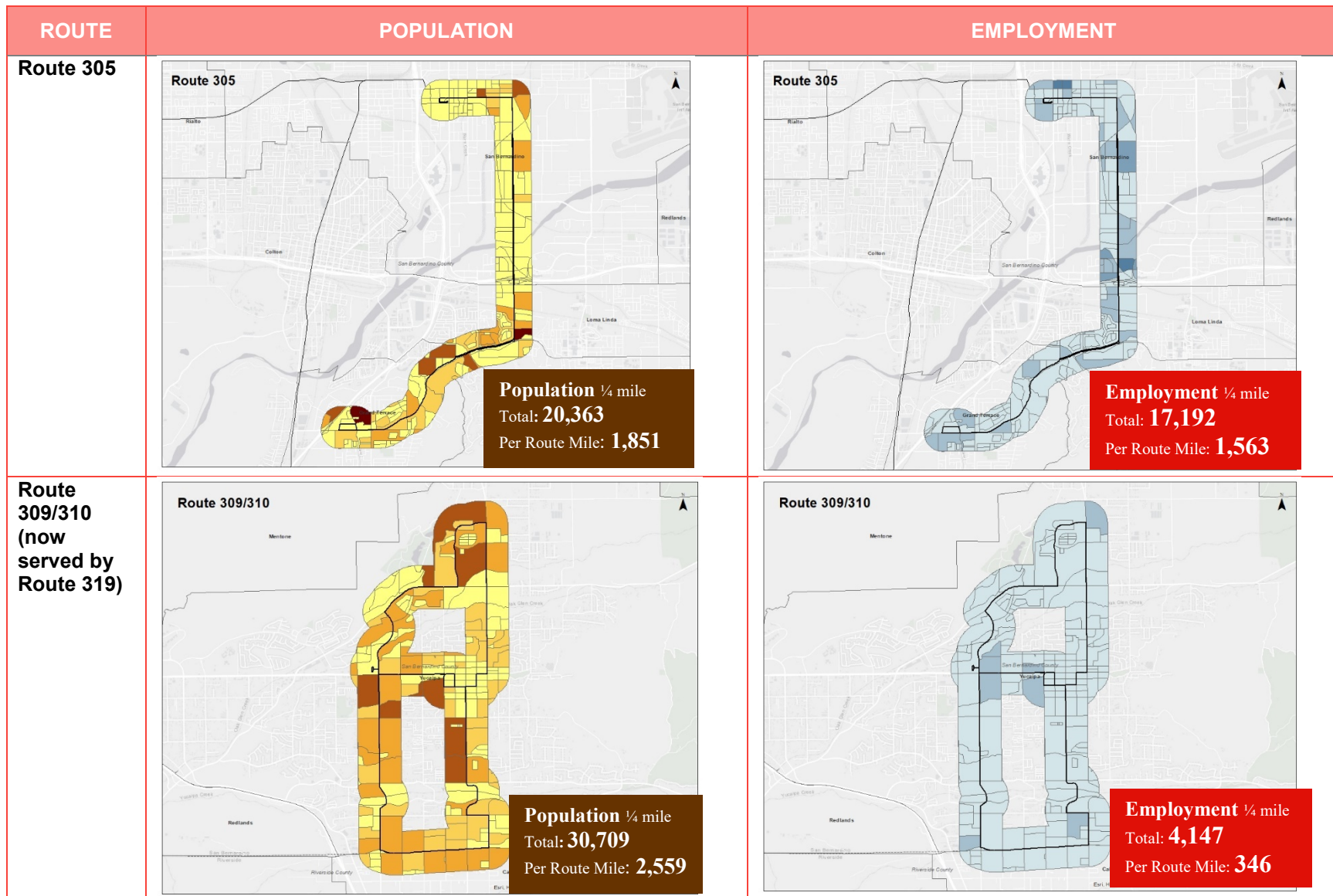


Figure 39: Candidates for Route Revisions - Population and Employment Density









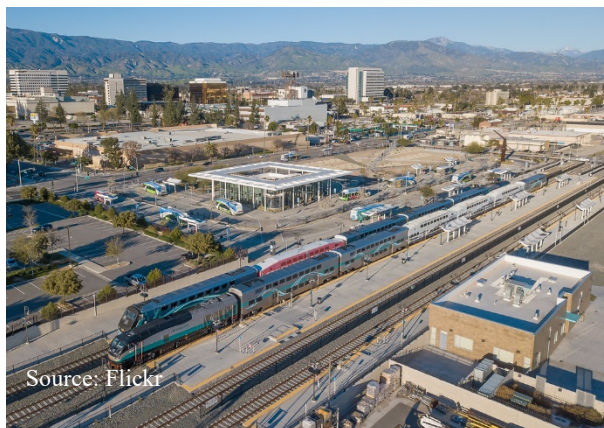
6 SERVICE CONCEPTS

6.1 OVERVIEW

Omnitrans has been moving in various directions designed to apply new and innovative types of service to its network. Prior to the pandemic, its *frequent network* consisted of six routes, including the sbX BRT line, with 15-minute or better frequency throughout the day. This is the frequency at which customers do not have to use a timetable to determine the next bus to plan their trip but can rely on the fact that a bus will be arriving soon, and the same level of service will be available later in the day. Current plans call for the restoration of these service levels in 2021.



Metro-Valley is also developing a *high capacity network*. The sbX BRT line, on which higher capacity, 60-foot articulated buses are operated, will be joined by a second BRT line, the West Valley Connector. The Metrolink commuter rail system operates three lines that serve the Metro-Valley, including the San Bernardino Line, which connects the East Valley and West Valley portions of the study area, with high capacity service that extends to Los Angeles County. Metrolink will be joined by the Arrow/Redlands line, extending commuter rail service east from San Bernardino to Redlands using innovative, fuel-cell powered equipment.



The Metro-Valley has an extensive *transit hub network*, with 12 off-street and on-street facilities and locations throughout that facilitate transferring from one bus route

and/or rail line. Connections can be made to some of the other transit systems in San Bernardino County including VVTA, Mountain Transit and Foothill Transit as well as the systems serving adjacent counties. The extent of facilities serving passengers varies by location.



Omnitrans is also taking the first steps to develop a *new mobility network*, starting with its Chino Hills OmniRide



service that provides TNC levels of convenience in an area that has been challenging for efficient fixed route operation. The use of mobile apps for reservations and fare payment is one example of the support technology being used as part of this on-demand service.

The concept recommendations in this Task 3 Report focuses on these four networks:

- Filling in gaps of the frequent network and enhancing service where unmet market potential is identified
- Better connections between local service and the high capacity network, including commuter rail
- Addition of new mobility hubs to the transit center network to maximize travel opportunities on transit and other modes covering first/last mile trips
- Expansion of the nascent microtransit network across the Metro-Valley to more efficiently serve lower density areas and major employment clusters

The extent to which these concepts are considered innovative may be debatable. The expansion of microtransit, while a relatively new concept in transit, now exists in the Metro-Valley, but new microtransit zones would not be considered groundbreaking. However, the concepts are designed to reimagine the structure of the transit system in the Metro-Valley.

The idea of transit *innovation* is often equated with *automation*. As described in Chapter 3, AV technology has not yet progressed to the point where it can be applied to real world transit. Incremental but steady progress is being made, and several pilot shuttle programs are underway but are still considered experimental and confined to campus-type environments such as colleges and office parks. AV technology is also now being applied to BRT in limited ways, starting in a busway environment completely separated from general traffic and pedestrians. Additional AV applications are being designed and promoted across the globe, but hurdles for real world application - which include safety, proprietary technology, and Buy America requirements – mean that their availability for the Metro-Valley is far from imminent. As a result, the concepts proposed in this report are designed to be implementable in the short-term, rather than long-term, but would be “future ready” to adapt to advancements as they become available and affordable.

Transit operating budgets are tight nationwide and in San Bernardino County. Depending on the type of improvement, the concept recommendations may be offset by their replacement of existing service and redirection of resources. Other services and facilities represent increased costs, but their extent herein is limited in order to minimize their budgetary impact. Estimated costs of the conceptual recommendations are included at the end of this section, along with a matrix that summarizes the issues for each and provides an implementation timeline.

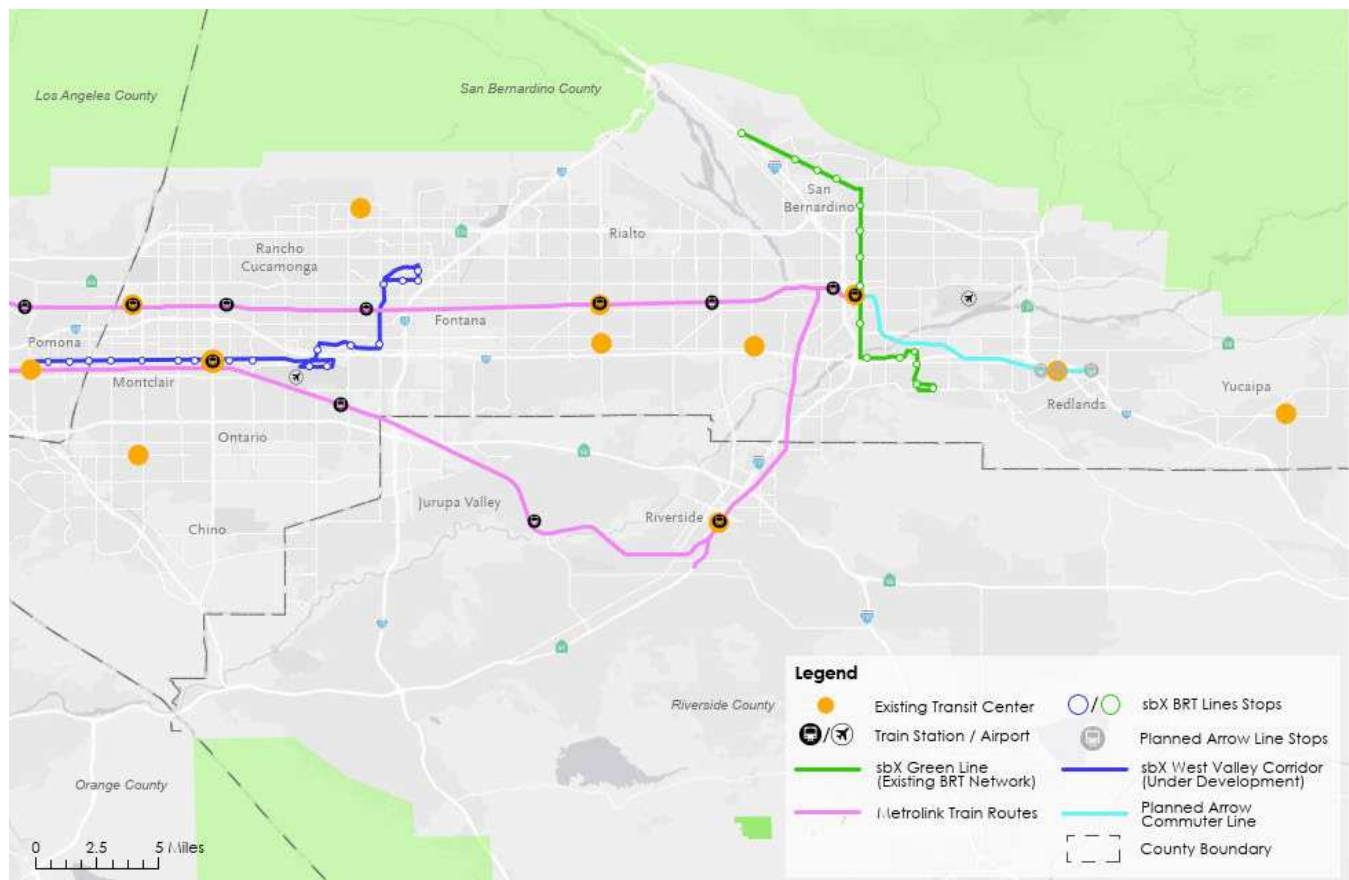
6.2 HIGH CAPACITY/FREQUENT SERVICE

The pre-pandemic frequent network consisted of seven routes that operate throughout the day on 15-minute intervals or less. The September 2020 service changes reduced service on many routes, and as a result, no routes offer 15-minute service, with frequency reduced to approximately thirty minutes.

Depending on how operational structures and ridership emerge from the pandemic, a primary goal would be the restoration of high-frequency service on these routes, and possibly expand the extent of the high-frequency network by adding trips to additional routes and a select array of new, limited-stop overlay routes.

One Omnitrans high frequency route, the sbX BRT line, comprises a part of the Metro-Valley’s high capacity network. The high capacity network includes the Metrolink commuter rail line and two upcoming additions: the West Valley Connector BRT line in the West Valley and the Arrow commuter rail line in the East Valley. The current and under-development high capacity network is shown in Figure 40.

Figure 40: Current/Near Future High Capacity Network



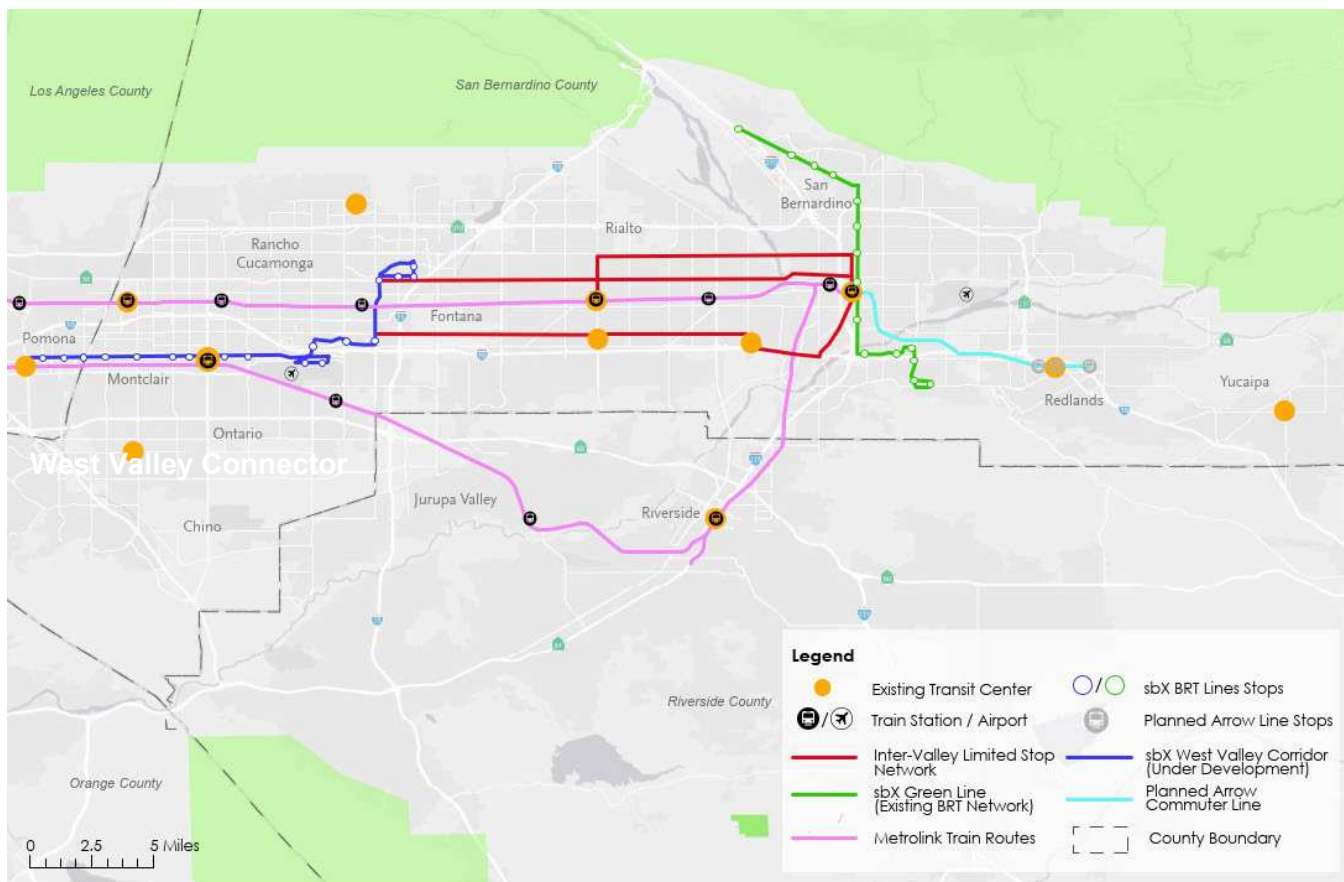
6.2.1 INTER-VALLEY LIMITED STOP NETWORK

Rather than focusing on adding new routes to Omnitrans' existing, six-route frequent network, the addition of select limited-stop routes in key corridors would address transit travel time by providing a faster alternative to slower, all-stops service. Exclusive bus lanes also assist infrequent service routes in ensuring on-time scheduling.

For instance, Route 290, which provides highly limited-stop service between the East Valley and West Valley, still requires a transfer along Sierra Avenue in Fontana. Operationally, there are reasons not to provide one-seat rides on routes that are 15-20 miles in length. If a bus encounters a delay, the effects are compounded over a considerable amount of territory and less easily fixed than on a shorter route. In addition, on local routes with slow speeds, a 15-20-mile trip at current average speeds would result in a very time-consuming trip from end to end.

However, the market analysis indicates that there is potential to gain ridership along corridors that connect the East Valley and West Valley. Three Inter-Valley limited-stop routes (Figure 41), with an initial headway of 30 minutes and service on weekdays, are recommended. Stop spacing would be approximately every mile, with the focus on existing high ridership location, major activity, and employment centers, combined with transfer points to intersecting routes. Two proposed corridors would link directly to the WVC BRT line, which will only serve areas of Ontario and Rancho Cucamonga and toward the west in cities like Montclair and Pomona. The third will connect with the sbX line. By providing a convenient connection to the mobility hubs suggested above, the utility of the WVC will increase by providing a convenient connection to Fontana, San Bernardino, and Colton.

Figure 41: Inter-Valley Limited Stop Network



By having limited locations, the average speed of the service is estimated to be up to 20 percent faster than local service. It is recommended that conventional equipment and currently available technology be utilized to serve the Inter-Valley routes. Transit signal priority and queue jumps would be needed to increase operating speed, but also to help to maintain on-time performance and critical schedule reliability.

SAN BERNARDINO – RANCHO CUCAMONGA VIA FOOTHILL BOULEVARD

This corridor was proposed for BRT in the LRTP. This alternative limited stop route would operate along Foothill Boulevard (Historic Route 66) between the San Bernardino Transit Center (SBTC) and a proposed new mobility hub at Foothill and Milliken Avenue (see Section 6.3) where it would intersect the WVC. It covers portions of the Foothill West and Foothill East in Omnitrans’ Systemwide BRT Plan. This high frequency route will overlay existing local Routes 14 and 66. Buses can operate along the sbX dedicated lanes but run closed door along this segment until reaching the SBTC, as right-side-only doors are incompatible with station layouts. Schedule conflicts should not be an issue, and buses can bypass BRT buses by merging into the general traffic lanes, which are separated only by painted lines. Usage of the lanes will help maximize their utility and provide a more reliable trip along the E Street segment.

The westward expansion of this route should be considered in future planning efforts. While the market analysis does not point to considerable travel patterns between Rancho Cucamonga and Montclair at this time, an incremental expansion could extend first to San Antonio Hospital and eventually to the Montclair Transit Center.

SAN BERNARDINO – ONTARIO VIA SAN BERNARDINO AVENUE

This corridor was proposed for BRT in the LRTP. This alternative limited stop route would parallel the Foothill Boulevard Inter-Valley route and terminate at the new mobility hub at Ontario Mills, also conjoined to the WVC. It would cover portions of the San Bernardino Avenue Corridor and the Holt Boulevard/4th Street Corridor in Omnitrans' Systemwide BRT Plan. From west to east, the route would serve the Fontana South Transit Center and continue east on San Bernardino Avenue with a stop at Arrowhead Regional Medical Center. At this point, the route would continue along West Valley Boulevard and a short segment of N. 10th Street before taking Colton Avenue/Inland Center Drive to E Street in San Bernardino, terminating at the SBTC. Also, the easternmost portion of this alignment responds to the market potential identified for Colton-San Bernardino trips alongside local trips within Colton.

FONTANA-SAN BERNARDINO VIA SIERRA AVENUE/BASELINE ROAD

A portion of this corridor (Sierra Avenue) was proposed for BRT in the LRTP. This route would provide east-west service along Baseline Avenue but turn southward to serve the Fontana Metrolink Transit Center. It would serve a portion of the Sierra Avenue Corridor in Omnitrans' Systemwide BRT Plan; however, Baseline Road is not among the plan's recommended BRT corridors. This route would not only provide a faster option for customers in the Baseline corridor and those traveling between San Bernardino and Fontana but would enhance access to jobs from the Fontana Metrolink Transit Center to the cluster of jobs in Rialto, which features various Amazon facilities. As the Foothill Boulevard Inter-Valley route, the sbX dedicated lanes can be used with no interference with BRT service to provide a non-stop, reliable travel along E Street.

6.2.2 EXPANDED HIGH-FREQUENCY LOCAL NETWORK

Under pre-pandemic conditions, the performance of various routes suggests that the following routes would be excellent candidates for inclusion in the high-frequency network following resumption of high frequency service on the original pre-pandemic network:

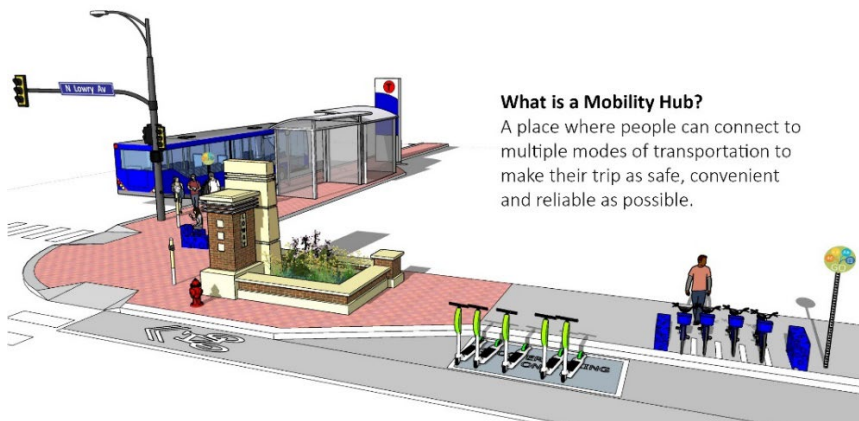
- **Route 215, San Bernardino – Riverside:** this regional connector route, which operates along and next to I-215 and connects the downtown transit centers of San Bernardino and Riverside, maintains its 20-minute peak headways in the September 2020 service change. As the most productive route among the routes that operate between 20 and 30 minutes, the potential exists to boost its frequency to 15 minutes.
- **Route 8, San Bernardino – Mentone – Crafton Hills College:** this East Valley route is now a 60-minute service; restoration of 30-minute service should be a goal. Depending on the eventual ridership response, a 15-minute service can be considered in the future.

6.3 MOBILITY HUBS

The existing network of twelve transit centers is extensive and well distributed across the Valley service area. However, additional connection points could support new mobility hubs that not only serve as convenient, comfortable, and safe transfer points between routes, but also provide an array of micromobility services (please refer to Section 6.6) to expand coverage and facilitate first/last-mile connections. These new nodes can also serve as gateways to potential microtransit services (refer to Section 6.4).

Examples of mobility hubs include an on-street concept in Minneapolis, illustrated in Figure 42, and an off-street concept in Kansas City, which includes a BRT station, shown in Figure 43.

Figure 42: On-Street Mobility Hub Concept, Minneapolis



What is a Mobility Hub?
A place where people can connect to multiple modes of transportation to make their trip as safe, convenient and reliable as possible.

Source: City of Minneapolis, www.minneapolismn.gov

Figure 43: Off-Street Mobility Hub Concept, Kansas City



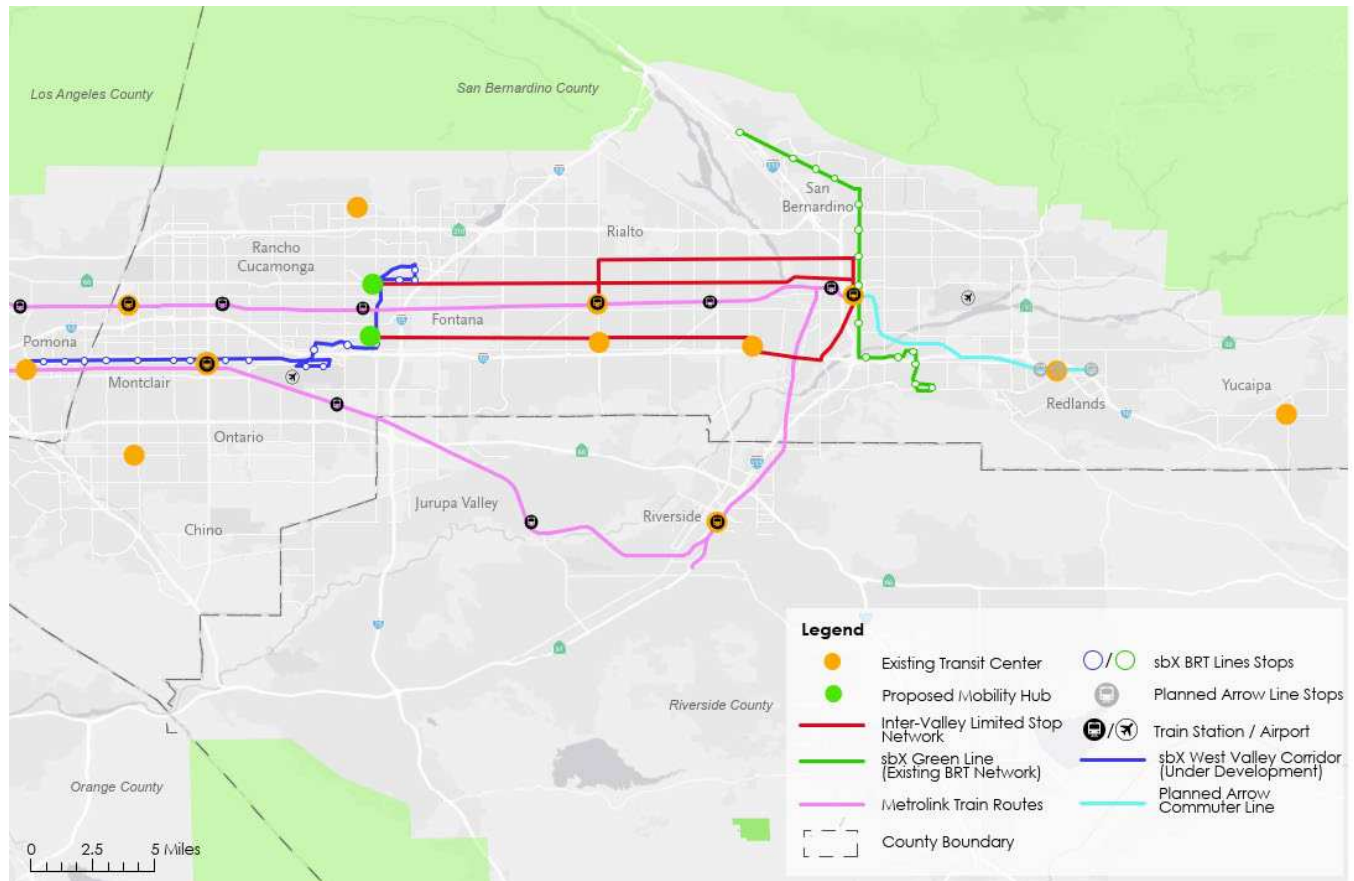
Source: UMKC WordPress

© multi mobility, Sophia von Berg, 2014

Two mobility hub locations, shown in Figure 44, are recommended, both of which would be located along the WVC, currently in the development stage, and also serve as a BRT station. As a result, they will broaden the utility of the WVC. The southern hub will be located at Ontario Mills Mall in the City of Ontario and could serve as a hub for alternative forms of transit, such as micromobility, alongside BRT service. The northern hub will be located alongside Historic Route 66, Foothill Boulevard and Milliken Avenue, a major arterial of which the first stage of the WVC is commonly referred to as “the Milliken alignment.” Also featured at the intersection lies a piece of Rancho Cucamonga “open space”, which could serve as a possible recreation area for the future mobility node. Further discussion of these future sites continues below.

In addition to providing bus stop and passenger waiting facilities, the mobility hubs can include provisions for real-time information, battery electric bus quick-charging stations, micromobility services (bike-share, scooter-share, and carshare), and facilities for drivers and supervisors. Working with the host cities and local stakeholders, the hubs can also be conceived in conjunction with adjacent development to promote pedestrian linkages to and from activity and employment centers. This would further enhance the utility of the mobility hubs and generate additional ridership.

Figure 44: High Capacity Network with Suggested New Mobility Hubs (Ontario and Rancho Cucamonga)



ONTARIO MILLS MALL MOBILITY HUB: ONTARIO

A mobility hub at or in the vicinity of Ontario Mills Mall will be developed in conjunction with a WVC BRT station. It will serve Ontario Mills, a major anchor destination in the West Valley, and have proximity to Ontario International Airport and Toyota Arena at the west of Milliken Avenue. It would also be a transfer point with Routes 61, 81, 290 along with WVC. In addition, a mobility hub at Ontario Mills will provide a transfer point to additional services suggested in this chapter, described below, including an Inter-Valley limited-stop route on San Bernardino Avenue to Colton and San Bernardino and a Hub-to-Jobs microtransit service covering the vast industrial zone located to the north, east and south.

A specific site has not been determined as part of this study; an analysis of available locations that would provide convenient access while avoiding or minimizing route realignments and their potential additional operating cost would be required. An off-street site is preferred to allow for a substantial covered passenger waiting areas and other amenities such as seating, landscaping, and a comfort facility for drivers; however, as demonstrated by the example provided (Minneapolis), an on-street hub would be sufficient. Plans for this line call for side-running stations located opposite each other close to the mall entrance. If space is available, the linear footage of the station could be expanded to accommodate the additional functions of a mobility hub.

FOOTHILL – MILLIKEN MOBILITY HUB: RANCHO CUCAMONGA

A mobility hub located in the vicinity of Foothill Boulevard and Milliken Avenue, about 2.3 miles north of Ontario Mills, will also be developed in conjunction with a WVC BRT station. It will serve as a transfer point with Routes 66, 82, and 85. In addition, a mobility hub at this location would provide a transfer point to additional services suggested in this chapter, described below, including an Inter-Valley limited-stop route on Foothill Boulevard to Fontana and San Bernardino, and a potential microtransit service serving the area between the hub and Chaffey College.

As with the Ontario hub, a specific site has not been determined as part of this study; an analysis of available locations that would provide convenient access while avoiding or minimizing route realignments and their potential additional operating cost would be required. An off-street site is preferred to allow for a substantial covered passenger waiting areas and other amenities such as seating, landscaping, and a comfort facility for drivers. It would be preferable that the WVC station be integrated with the mobility hub. If an off-street hub site is achievable, an adjacent on-street BRT station would still provide a convenient transfer connection for passengers.

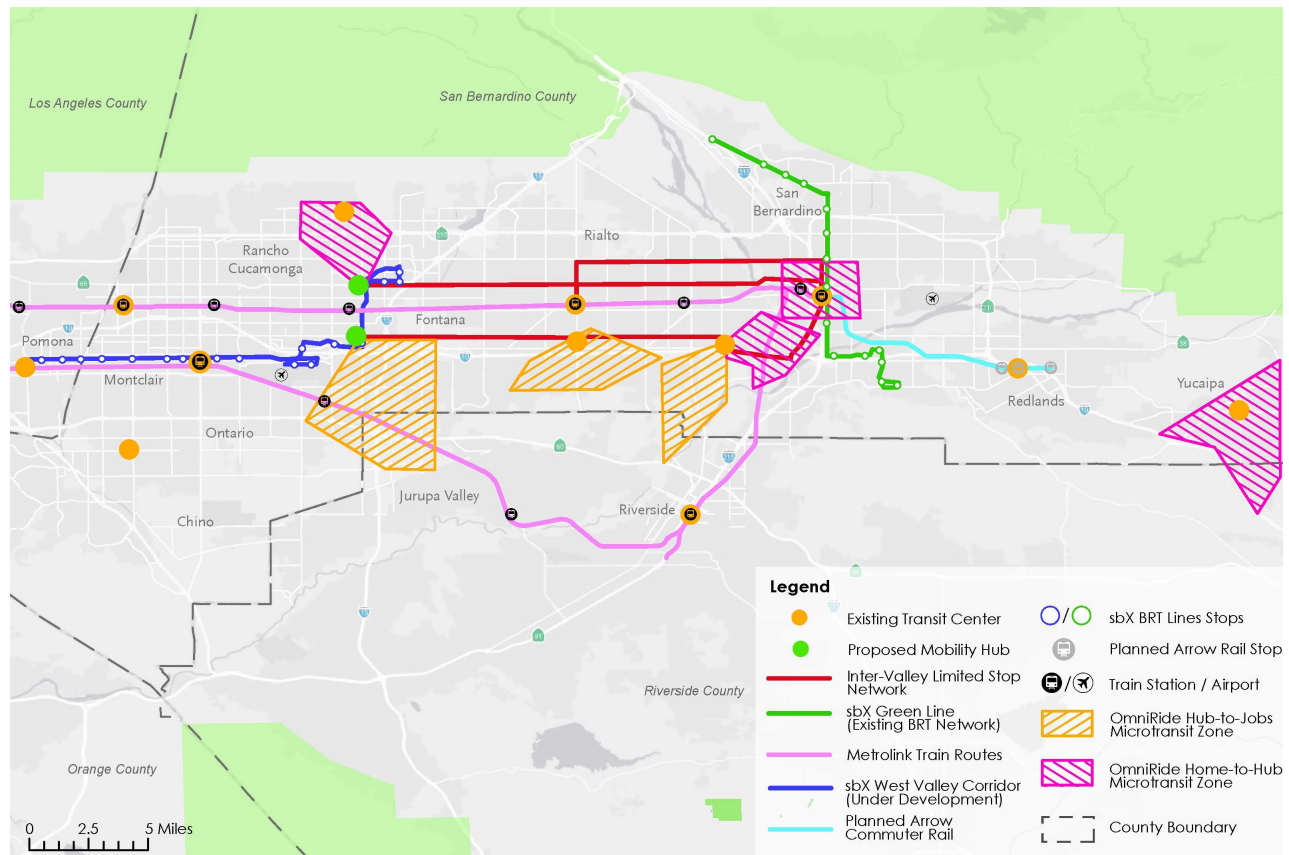
6.4 MICROTRANSIT

The implementation of the Chino Hills OmniRide in September 2020 is the Metro-Valley’s first microtransit service. Additional opportunities exist to replace underperforming or slow fixed-route service with microtransit service. Two variations are suggested: residential-focused OmniRide “Home-to-Hub” service and employment-focused OmniRide “Hub-to-Jobs” service. Both would be operated in a similar fashion to the Chino Hills OmniRide, although there is an array of operational and contractual options, as described in Chapter 4. The primary difference between the two is the opportunity to operate the Hub-to-Jobs microtransit during the late-night and overnight hours to serve all work shifts at distribution centers and other employers.

Conventional equipment and infrastructure would be used to provide new microtransit service. However, as AV technology is refined to the point where operational and safety issues are resolved and operating costs fall below current costs per hour, the suggested microtransit service candidates would be ripe for future AV applications.

The microtransit zones, combined with the expanded high capacity network, are shown in Figure 45. Each zone is described on the following pages, along with a map of the zone and statistics describing population, employment and density. These include a transit propensity “score” (using the same methodology used for in the Market Analysis in Chapter 5). The transit propensity score is calculated using CTPP survey data. The existing transit propensity score is based on the number of existing transit trips, out of the number of maximum transit trips, between any origin-destination census tract pair. The potential transit propensity score is based on the number of potential transit trips, out of the number of maximum transit trips, between any origin-destination census tract pair.

Figure 45: Proposed High Capacity Network, Mobility Hubs and Microtransit Zones



6.4.1 OMNIRIDE HOME-TO-HUB MICROTRANSIT

Four OmniRide Home-to-Hub microtransit services are suggested: Yucaipa, Colton, North Rancho Cucamonga, and San Bernardino Core.

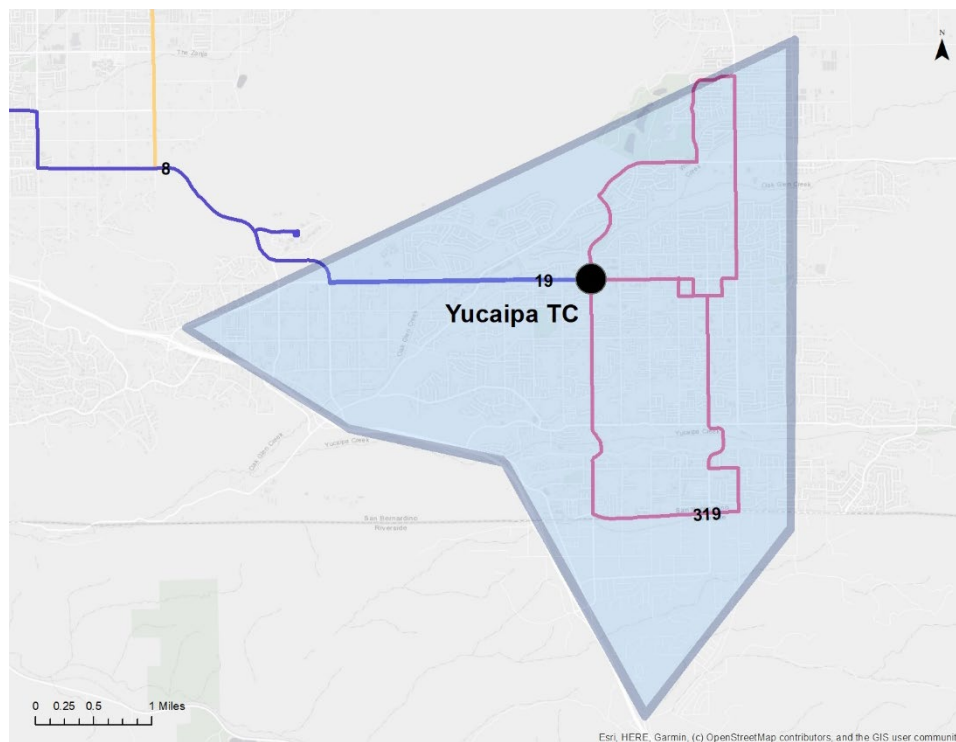
YUCAIPA

Omnitrans has already reduced service in the Yucaipa area by eliminating OmniGo Routes 308, 309, and 310 and replacing them with a single service, OmniGo Route 319, effective September 2020. The Yucaipa OmniGo routes were the lowest-performing services in the system.

It is important to let residents in the area acclimate to the new service and give the service enough time to generate ridership. However, conditions for conversion to microtransit are similar to those in Chino Hills: a location on the edge of the service area, relatively low development density, and connection to the fixed route system at the nearby transit center. As in Chino Hills, the area served by Yucaipa OmniRide Home-to-Hub service can greatly enlarge the area served by transit. By creating microtransit zones surrounding connection hubs, Home-to-Hub becomes even more accessible.

The zone is illustrated, and its characteristics are described, in Figure 46. The zone has a population of 49,410 and 7,453 jobs in a 14.2 sq. mi. area.

Figure 46: Yucaipa Microtransit Zone



Internal Trip Propensity	
Population Density: 5.5 People per Acre	Existing Transit: 17 (100/591)
Employment Density: 0.8 Jobs per Acre	Potential Transit: 22 (940/4,317)

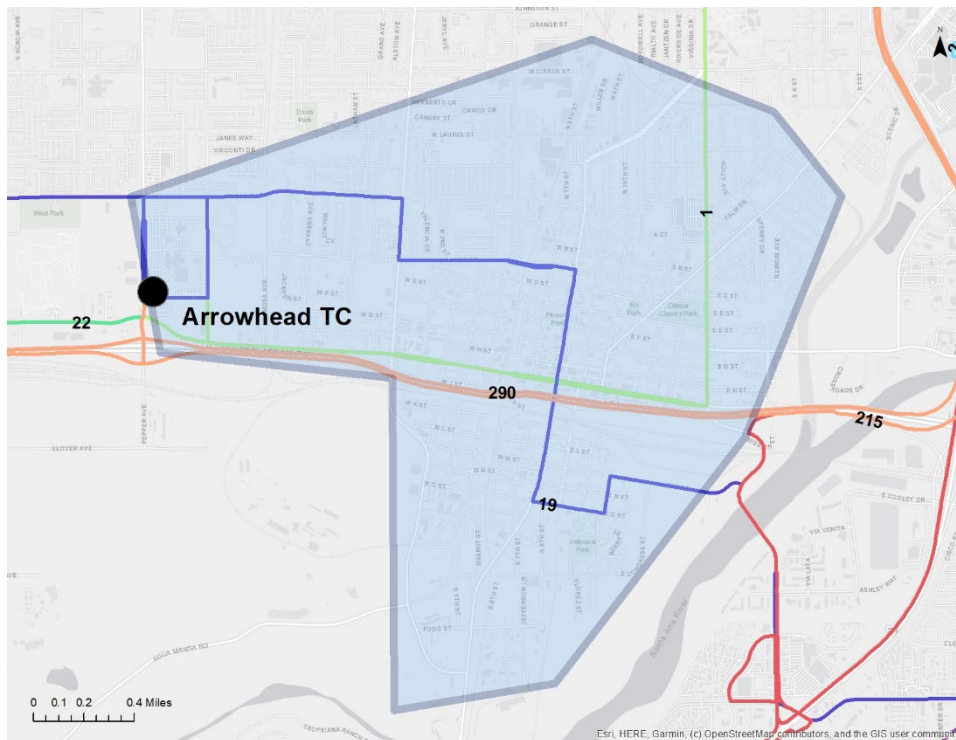
COLTON

Colton is served by the popular Routes 1 and 19. This market analysis identified significant potential for transit trip-making that begins and ends within Colton. In addition, the southernmost part of Colton is somewhat isolated, bounded by the cement plant and the Santa Ana River. A microtransit service in Colton would also allow for the streamlining of Route 19, which currently features several turning movements, indirect travel, and relatively slow travel times. These improvements will collectively help improve overall travel time and convenience.

A suggested Colton OmniRide Home-to-Hub microtransit zone would include the Arrowhead Regional Medical Center Transfer Center, where connections can be made to Routes 1, 19, and 22. New mobility opportunities may emerge with microtransit serving a vital role in connecting patients and workers to this major medical and employment center.

Figure 47 illustrates the general location of the zone and some of its characteristics. The zone has a population of 24,735 and 6,376 jobs in an area of 4.2 square miles.

Figure 47: Colton Microtransit Zone



Internal Trip Propensity

Population Density: 9.2 People per Acre

Existing Transit: 6 (35/591)

Employment Density: 2.4 Jobs per Acre

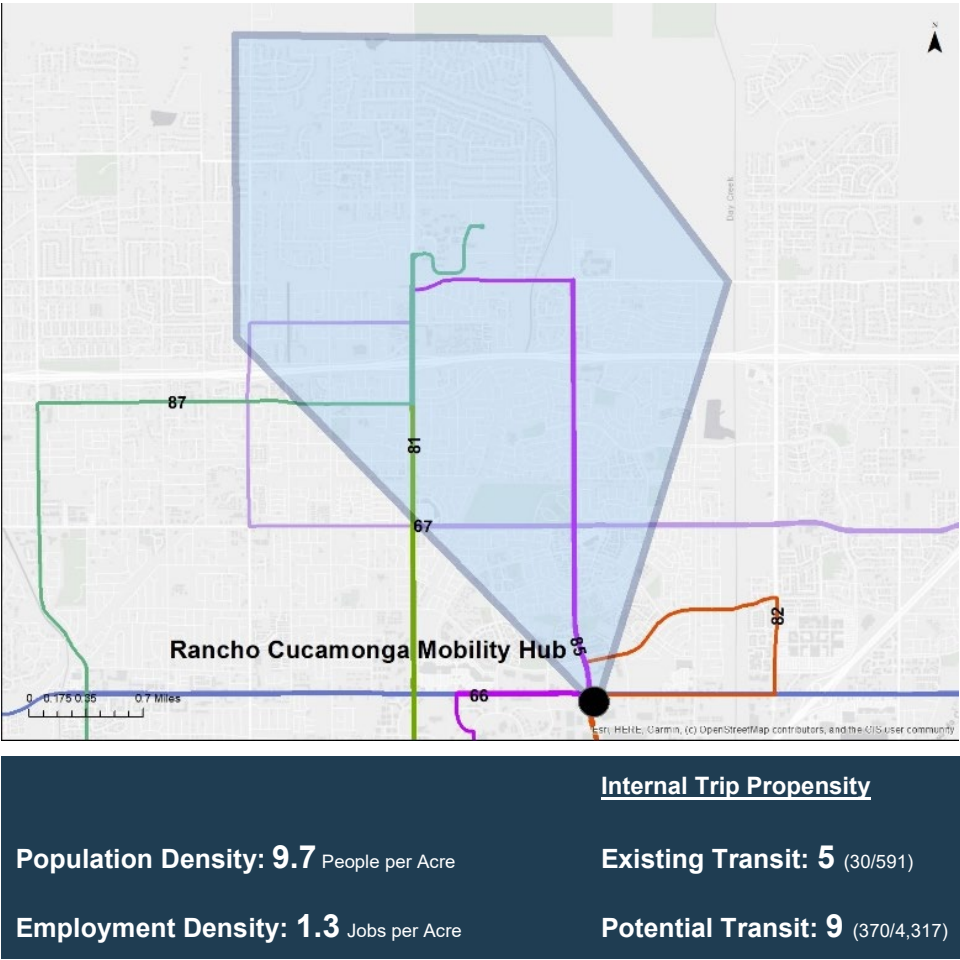
Potential Transit: 7 (302/4,317)

NORTH RANCHO CUCAMONGA

Four routes: 67, 81, 85, and 87, operate in the northern part of Rancho Cucamonga, all terminating at the Chaffey College Transit Center, located on the northern edge of the service area. Chaffey College subsidizes bus fares for students, providing Omnitrans with a substantial and stable funding source that must not be risked. However, additional analysis may be conducted to determine if any of the routes can be shortened to save resources and possibly terminate at the proposed mobility hub along the WVC BRT line at Foothills and Milliken. A microtransit service in this area specifically for college students could also be operated on weekends and nights only to test its performance prior to implementation on weekdays.

Figure 46 illustrates the general location of the zone. It has population of 50,072 and 6,804 jobs in an area of 8.1 sq. mi.

Figure 48: North Rancho Cucamonga Microtransit Zone



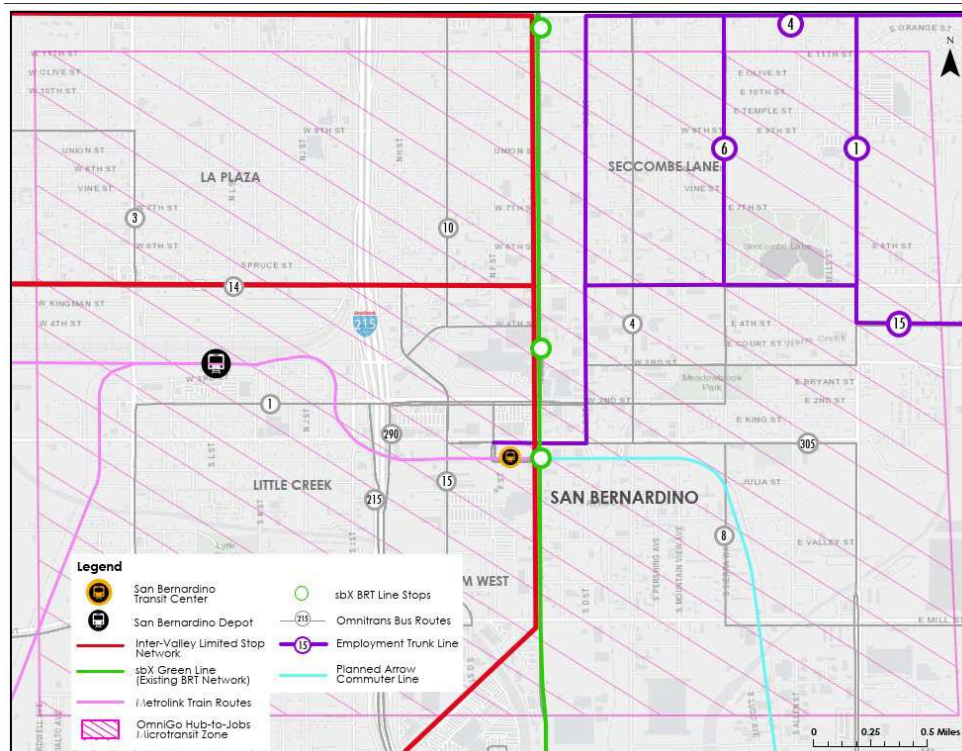
SAN BERNARDINO CORE

Identified as the top-rated potential transit market, internal trips within the City of San Bernardino are currently served by a dense, radial array of routes that converge at the SBTC. The potential exists to streamline the various routes to optimize the fastest approach to and from the SBTC, thereby reducing overall travel time for riders, many of whom are traveling to downtown San Bernardino solely to make a transfer and not necessarily as a destination.

A potential San Bernardino Core OmniRide Home-to-Hub microtransit zone is outlined Figure 49. It has a population of 23,839 and 17,088 jobs in an area of 3.2 sq. mi. The size of the core can vary, but it should be large enough to transport residents and those accessing local destinations efficiently, within 15-20 minutes maximum travel time to the SBTC.

There are additional options to connect the SBTC more effectively to the employment and activity nodes that are too far, inconvenient, or not safe to walk to. As described in the latter portion of this chapter, the existing route structure east of E Street could be consolidated to provide a high-frequency connection between the SBTC and the major employment sites at the city and county employment centers. An alignment consolidation would use existing resources and not require additional funding.

Figure 49: Potential San Bernardino Core Microtransit Zone



Internal Trip Propensity	
Population Density: 11.7 People per Acre	Existing Transit: 2 (10/591)
Employment Density: 8.4 Jobs per Acre	Potential Transit: 12 (539/4,317)

This microtransit concept is different and is more designed for residents rather than workers or others conducting affairs downtown. It also presents the opportunity to consolidate and improve travel times on key routes by realigning Route 10 and potentially the western portion of Routes 3 and 4 away from streets in residential areas and operate non-stop along the dedicated bus lanes on E Street used by the sbX BRT line. Because there are no barriers between the transit lanes and general traffic lanes, if a local bus encounters an sbX bus at a station, it can easily shift out of and back into the dedicated lane. As a result, there would be no interference with sbX BRT service. Because any local routes that would use the lanes would operate non-stop, no schedule conflicts would

arise as well. This concept would enhance the investment in the sbX infrastructure and maximize its utility and regional connectivity.

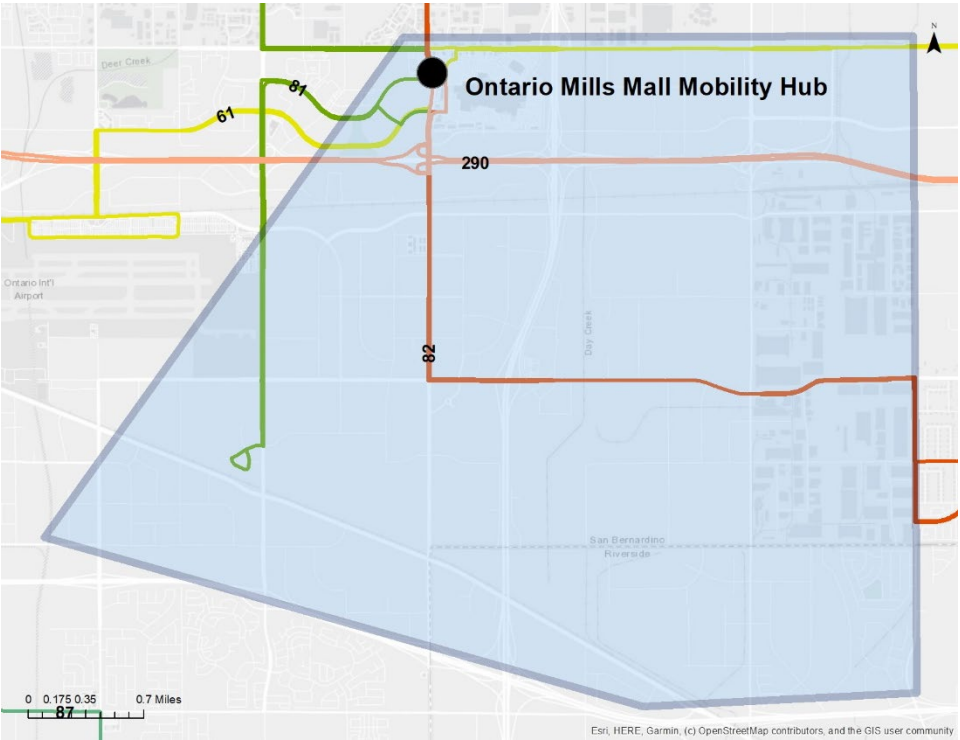
6.4.2 OMNIRIDE HUB-TO-JOBS MICROTRANSIT

Three Hub-to-Jobs microtransit services are suggested: Ontario, Fontana, and Bloomington-Colton.

ONTARIO

Identified as a top-five potential transit market, internal trips within Ontario are more heavily oriented to employment than in other parts of the study area. As indicated in Figure 50, the Ontario area features the county’s largest employment site agglomeration, largely due to massive warehouse districts along the commercial corridors. The 16.2 sq. mi. zone has a population of 9,782 people and 54,254 jobs. Connections would be made to fixed routes at the proposed Ontario Mills mobility hub. A large area would be covered; given its extent, two vehicles may be required to cover it adequately. Otherwise, to keep the service to one vehicle, the area may need to be significantly reduced in size.

Figure 50: Ontario Microtransit Zone

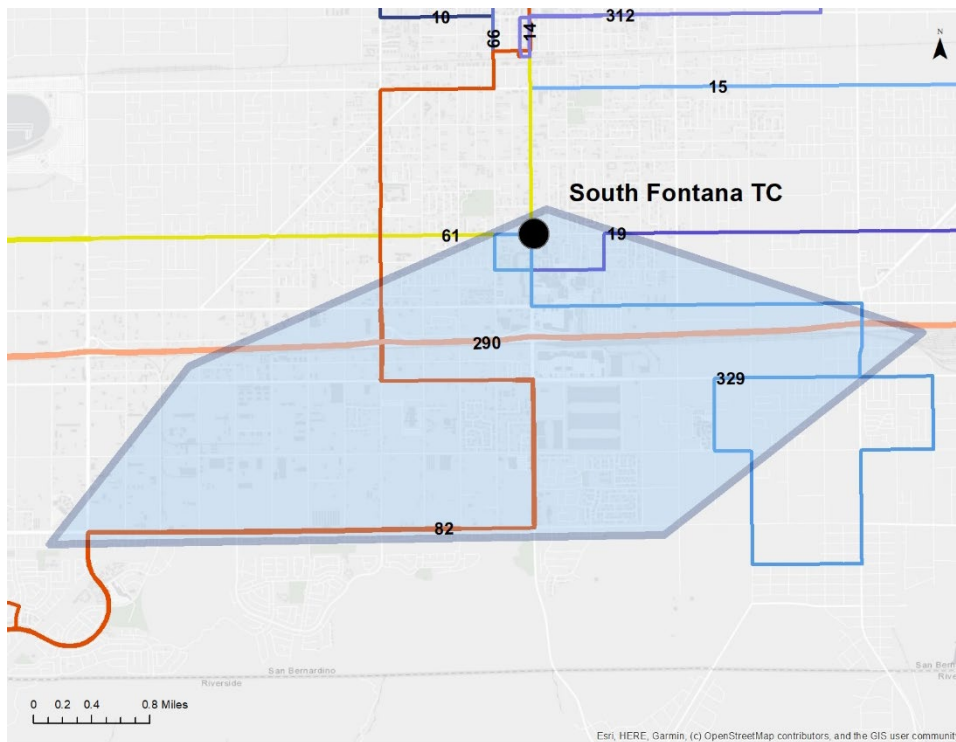


Internal Trip Propensity	
Population Density: 0.9 People per Acre	Existing Transit: 21 (125/591)
Employment Density: 5.2 Jobs per Acre	Potential Transit: 22 (950/4,317)

FONTANA

Identified as a top-five potential transit market, internal trips within Fontana cover a large geographic area. Although not as massive as the industrial zone in the Ontario area to the west, the industrial zone mainly located south of I-10 remains a significant employment concentration, but one that is challenging to serve via fixed routes. This microtransit solution would connect with the fixed-route network at the Fontana South Transfer Center. Combined with the potential microtransit zone in Ontario, the potential exists to remove Route 82 service south of I-10, thereby saving operating resources. The 8.3 sq. mi. zone is shown in Figure 51. It has a population of 36,892 and 18,650 jobs.

Figure 51: Fontana Microtransit Zone



Internal Trip Propensity

Population Density: 7.0 People per Acre

Existing Transit: 3 (19/591)

Employment Density: 3.5 Jobs per Acre

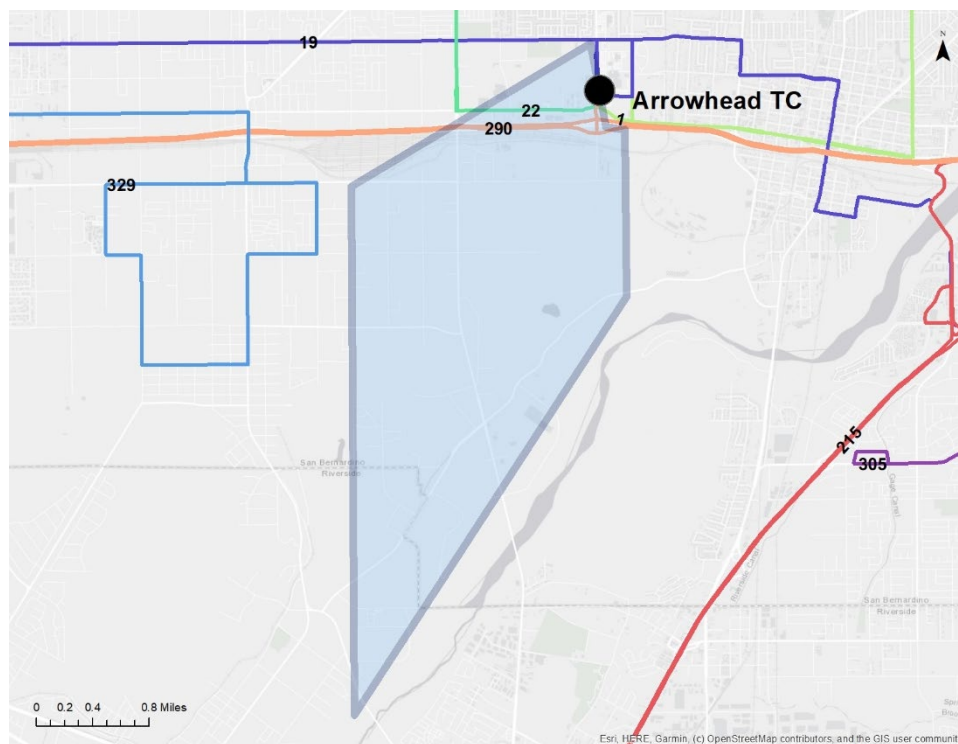
Potential Transit: 13 (571/4,317)

BLOOMINGTON-COLTON

Another sizeable employment area south of I-10 is the large freight corridor to the east between Bloomington and Colton. It is currently underserved but may have the potential to generate ridership with a micro-transit service that can more easily navigate the complex and partly isolated district. A suggested Fontana OmniRide Hub-to-Jobs micro-transit zone would connect with the fixed-route network at the Arrowhead Medical Center Transfer Center. The district is largely suburban and light-industrial in use, combined with residential. Other potential connection points include downtown Colton government offices, Crestmore, and the Agua Mansa industrial corridor, which houses multinational corporation distribution centers.

The Bloomington-Colton zone is shown in Figure 52. Within an area of 5.5 sq. mi., the population of the zone is 2,348 people with 4,262 jobs.

Figure 52: Bloomington-Colton Microtransit Zone



Internal Trip Propensity

Population Density: 0.7 People per Acre

Existing Transit: 3 (20/591)

Employment Density: 1.2 Jobs per Acre

Potential Transit: 2 (93/4,317)

6.5 DOWNTOWN SAN BERNARDINO

Figure 53 illustrates the distribution of employment density in downtown San Bernardino. The primary employment clusters are centered around city and county office complexes generally located east of E Street. The issue at hand is the distance between the SBTC and these employment and activity concentrations involve a walk of over ten minutes, which can be inaccessible, inconvenient, and unpleasant when the weather is hot or inclement. While downtown contains a consistent grid of streets and adjacent sidewalks, perception issues may also be a factor. Therefore, the potential for alternative services is addressed.

The number of jobs that can be accessed in five, ten, and 15 minutes during the morning peak period are shown in Table 14. The number of jobs that can be accessed varies based on the schedule of service for routes operating in and out of the SBTC at any given time. The number of jobs that can be accessed within five minutes of the SBTC is relatively small; however, the numbers are much larger within the 15-minute travel threshold, one that is inconvenient or impractical for many.

Figure 53: Downtown San Bernardino Employment Density

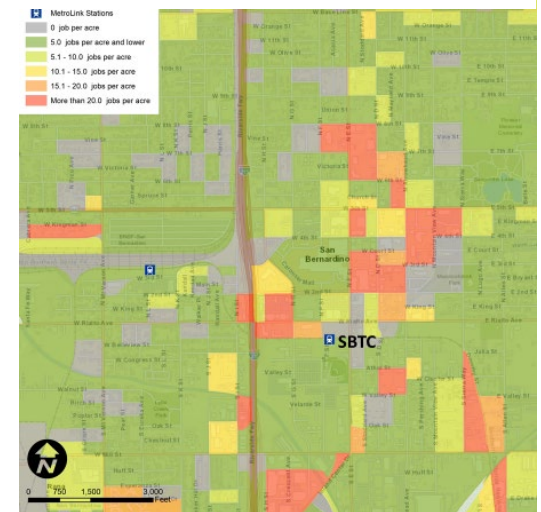


Table 14: Number of Jobs in Downtown San Bernardino Census Blocks by Travel Time (AM Peak)

TIME PERIOD	5 MIN TRAVEL TIME	10 MIN TRAVEL TIME	15 MIN TRAVEL TIME
7:00 AM	2,059	8,288	23,304
7:15 AM	3,476	15,917	31,176
7:30 AM	2,071	9,844	27,806
7:45 AM	2,068	16,717	40,188
8:00 AM	2,068	10,356	29,277
8:15 AM	2,222	9,806	35,476
8:30 AM	2,068	16,535	28,563
8:45 AM	3,870	9,905	38,328
9:00 AM	2,068	10,085	20,972
9:15 AM	3,467	16,432	37,308
9:30 AM	2,059	15,846	21,845
9:45 AM	5,278	16,117	30,813
10:00 AM	2,059	8,053	15,819

6.5.1 IS A SHUTTLE PRACTICAL?

A circulator or shuttle service is the simplest response to providing convenient connections around the SBTC; however, this requires a substantial investment in equipment and upfront operating costs, as the number of vehicles and revenue hours needed to operate at a high level of frequency is considerable.

The parameters of a shuttle service would include:

- *A short alignment that takes 15-20 minutes to complete (7-10 minutes out, 7-10 minutes return).* Travel time for riders should not exceed 10 minutes as this is the proximate threshold for the time it takes to walk from the SBTC to the most significant employment sites.
- *High frequency.* Ideally, passengers should not have to wait more than five minutes between alighting from their bus or train at the SBTC to a shuttle, which would require a fleet of at least three vehicles in service plus one spare vehicle.

Because of its high costs and uncertain ability to generate substantial levels of ridership, a shuttle is not recommended at this time. A shuttle will be more cost-effective in the future when AV technology has progressed to the point where capital costs, as well as operating costs, fall below manual operation. As discussed earlier in this chapter, this is by no means an imminent condition but appears likely at some point in time in the future. In the meantime, planning an alignment and schedule can commence with passenger surveys and a more detailed and updated analysis of employment locations, employment density, and job characteristics of the geographic area.

6.5.2 USE OF EXISTING LOCAL ROUTES

Better utilizing the existing route network is also another option, but service cutbacks due to the pandemic and other systemic issues provide significant challenges. It should be noted that a similar shuttle in downtown Riverside, Route 54, was recently discontinued due to low ridership and duplication of other services. Prior to the pandemic, Omnitrans' signature bus service, the sbX BRT line, operated every 10 minutes during weekday peak periods. This high quality, high frequency, and highly visible service serves the E Street corridor and is quite convenient to some of downtown's employment concentration. These conditions provided a reliable connection for transit riders.

Another potential opportunity would be the alignment consolidation of Routes 1, 3, 4, and 15 to run along Arrowhead Avenue from Rialto Avenue to either 4th or 5th Street, providing a frequent connection between the SBTC and the city and county office complexes and other employment sites north/northeast of the facility. With shared alignment, pre-pandemic frequencies resulted in nine trips per hour – an average of seven minutes. If schedules are to be coordinated among the three routes and the service is effectively communicated to customers as a frequent connection, convenient service would result. Because these realignments would shift service on any particular route by only 1-2 blocks, the impact on existing riders should be minimal.

The configuration of the consolidated alignments is shown previously in Figure 49.

6.6 INNOVATIVE MOBILITY

As described in Chapter 3, various innovative and micromobility programs and services can be implemented in the short term and are considered low to medium effort activities. These forms of micromobility expand the reach of transit by providing first/last mile opportunities to and from the fixed-route system.

6.6.1 RIDE-HAILING

Partnerships with TNCs such as Uber and Lyft have been increasingly common among transit agencies including Omnitrans' Lyft RIDE program and a partnership between SBCTA, Omnitrans and Metrolink. As with many partnerships, Omnitrans' agreement with Lyft is limited to specific use-cases and amounts to ensure financial viability. The Lyft RIDE program allows for seniors over age 62 and users with disabilities to purchase up to \$150 in discounted Lyft and taxi rides per month at a 50% discount.

In order to expand partnerships with TNCs, specific use cases should be determined, piloted, and evaluated for scaling. Coordinating schedule, trip tracking, and reservation platforms are essential to make a joint transit-TNC partnership viable. This requires a significant investment in staff time and expertise, as well as coordination with private TNC partners. Expansion of the Lyft RIDE program to users under age 62, for example, would require a larger financial investment from different funding sources to be financially viable. Currently, Measure I CTSA funding only allows to fund Senior and disabled projects so any expansion would require another funding source.

The SBCTA Lyft program, which partners with Omnitrans and Metrolink, allows all riders from three Metrolink stations (Montclair, Upland and Rancho Cucamonga) a discount of up to \$35 to the Ontario International Airport.

Expansion of the SBCTA Lyft partnership with Metrolink and Omnitrans to more stations will require coordination, including cost-sharing, between public agencies. Other use cases to consider may include late night or overnight service, non-emergency medical transport, and first/last mile services beyond Metrolink stations (to major transit centers, for example).

In order to ensure long term feasibility of such services, funding must be determined beyond one-time sources, such as grants. Guidelines, requirements (such as data sharing or labor), and parameters for partnerships should also be determined at the outset of attempting to develop partnerships. In addition, governance models, especially across private and public partners, should be clear. Coordinating schedule, trip tracking, and reservation platforms are essential to make a joint transit-TNC partnership viable. This requires a significant investment in staff time and expertise.

As with public transit, the pandemic has decimated the TNC industry, and it is not possible to determine the future direction of ride-hailing at this time, but as conditions return to some form of normalcy, this additional first/last mile option should be explored.

6.6.2 VEHICLE SHARING

Carshare models have continued to shift over time, with various public failures in attempts at new services. As carshare feasibility depends strongly on market certainty for private providers, the region has the opportunity to utilize the shared benefits model to enhance access to carshare.

It is suggested that partnerships be developed with bike-share, scooter-share, and car-share entities to accommodate docking and parking facilities, where space is available, at existing transit centers and proposed mobility hubs. Soliciting local sharing services, such as the non-profit eGo CarShare in Boulder and Denver, Colorado, for prime parking spaces at these new connectivity hubs, is preferable.

Vehicle sharing may also be incentivized in the form of carpooling or vanpooling. While many of these programs are run through private employers or as ad-hoc agreements (such as slugging or casual carpool), they can be formalized through incorporation into software the region may be utilizing (such as MaaS platforms) or incentivized through dedicated infrastructure, similar to carshare. The Bay Area's 511 Carpool program, for example, offers guaranteed parking for riders who use the app to carpool together to transit stations.

6.7 IMPROVED INTERFACE WITH COMMUTER RAIL

Several of the Task 3 concepts will enhance the integration of bus service with the existing and planned commuter rail lines serving the Metro-Valley.

6.7.1 METROLINK

The following concepts will enhance connectivity to Metrolink:

- The Foothill Boulevard Intervalley Route will provide a faster and more convenient connection to the Fontana and San Bernardino Metrolink stations for residents and workers in this corridor
 - The Sierra Avenue-Baseline Road Intervalley Route will provide a faster and more convenient connection from the Fontana North and San Bernardino stations to the job sites in Rialto along and Bear Baseline Road
 - The Ontario OmniRide Home-to-Hub microtransit service will connect the Ontario East Station with the massive employment zone in this area
 - The San Bernardino Core OmniRide Home-to-Hub microtransit service will connect the San Bernardino Station with the entire downtown and central area of San Bernardino
 - Vehicle sharing and ridehailing opportunities would be accommodated at the San Bernardino, Fontana Metrolink and Montclair transit centers
-

6.7.2 ARROW SERVICE

The following concepts will enhance connectivity to the Arrow/Redlands commuter rail line between San Bernardino and Redlands:

- The three Intervalley routes – Foothill Boulevard, San Bernardino Avenue and Sierra-Baseline will provide a fast and convenient connection for residents along these corridors to the San Bernardino Station to Arrow service
- Higher frequency service on Route 8 will enhance East Valley connections to Arrow stations at the Tippecanoe, Esri and Downtown Redlands stations
- The San Bernardino Core OmniRide Home-to-Hub microtransit service will connect the San Bernardino Station with the entire downtown and central area of San Bernardino

The sbX line comes within four blocks – a distance of one-third of a mile – of the Tippecanoe Station. Route 8 provides a connection between the Tippecanoe sbX station and Tippecanoe Arrow station. A reroute of the sbX line would provide more convenient, cross-platform connections between these two high capacity transit lines. While not suggested at this time, consideration should be given to analyzing a potential modification to the sbX line to maximize the utility of both lines.

6.8 COST ESTIMATES

Estimated operating and capital costs are of the concepts described in this chapter are presented in Table 15. Costs are on a high level, conceptual, order of magnitude level in current year dollars. Operating costs are based on most recently available NTD data inflated to 2020 for fixed route at \$112.000 for fixed route; the contracted hourly rate for microtransit as provided by Omnitrans is \$90.00. Estimated costs are rounded to the near 100,000.

6.9 IMPLEMENTATION ISSUES AND TIMING

A summary of the suggested concepts, along with key benefits and challenges, is found in Table 16. Although this set of concepts can help transform the Metro-Valley services to cope with the region's economic challenges, they depend on additional investments of budget resources, political consensus and timing of technological development. All, however, have a theme: that there are multiple avenues to help reshape public transit and shape a brighter future of San Bernardino County.

Table 15: Estimated Costs

CONCEPT	SERVICE / FACILITY	SERVICE SPAN	FREQUENCY	ADDITIONAL PEAK BUSES + 20% SPARES	ANNUAL REVENUE HOURS	ADDITIONAL ANNUAL OPERATING COST	EXISTING SERVICE REDUCTION	NET ANNUAL OPERATING COST	CAPITAL COST
Inter-Valley Limited Stop Network	Foothill	5:00a-11:00p	30 min	11	24,170	\$2,705,832	n/a	\$2,705,832	\$11 m
	San Bernardino Ave	5:00a-11:00p	30 min	10	26,690	\$2,987,946	\$524,270 (reduce Rt 61 service by 1 bus)	\$2,463,676	\$10 m
	Sierra-Baseline	5:00a-11:00p	60 min	8	16,200	\$1,813,590	n/a	\$1,813,590	\$8 m
Additional Higher Frequency Routes	8	5:00a-10:00p	15 min	2	4,490	\$502,656	n/a	\$502,656	\$2 m
	215	5:00a-10:00p	15 min	0	2,200	\$246,290	n/a	\$246,290	n/a
Mobility Hubs	Ontario Mills	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$5 - \$15 m
	Rancho Cucamonga	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$5 - \$15 m
OmniRide Microtransit	Colton Home-to-Hub	6:00a-8:00p	On-demand	2	3,570	\$321,000	\$192,000 (10-minute savings per trip by streamlining alignment in Colton)	\$129,000	Lease through contract
	Yucaipa Home-to-Hub	6:00a-8:00p	On-demand	3	7,140	\$643,000	\$405,000 (elimination of Rt 319)	\$238,000	Lease through contract
	N. Rancho Cucamonga Home-to-Hub	6:00a-8:00p	On-demand	3	7,140	\$643,000	\$872,000 (delete Rt 85 segment north of proposed Rancho Cucamonga mobility hub)	-\$229,000	Lease through contract
	San Bernardino Core Home-to-Hub	6:00a-8:00p	On-demand	2	3,570	\$321,000	\$736,000 (streamlining of local alignments within zone)	-\$415,000	Lease through contract

CONCEPT	SERVICE / FACILITY	SERVICE SPAN	FREQUENCY	ADDITIONAL PEAK BUSES + 20% SPARES	ANNUAL REVENUE HOURS	ADDITIONAL ANNUAL OPERATING COST	EXISTING SERVICE REDUCTION	NET ANNUAL OPERATING COST	CAPITAL COST
	Ontario Hub-to-Jobs		On-demand	5	14,280	\$1,285,000	\$1,089,000 (truncate Rt 82 south of Ontario Mills Mall and Fontana South TC)	\$196,000	Lease through contract
	Fontana Hub-to-Jobs		On-demand	3	7,140	\$643,000	\$402,000 (eliminate Rt 329)	\$241,000	Lease through contract
	Bloomington-Colton		On-demand	2	3,570,	\$321,000	n/a	\$321,000	Lease through contract
Downtown San Bernardino	Consolidated Routes-Access to Jobs	No change	No change	n/a	n/a	n/a	n/a	n/a	n/a
Innovative Mobility	Ridehailing	n/a	On-demand	n/a	n/a	n/a	n/a	\$200,000 (full time coordinator)	n/a
	Vehicle Sharing	n/a	On-demand	n/a	n/a	n/a	n/a		\$5 - \$15 m (rough estimate of physical modifications to existing transit/transfer centers to accommodate carshare)
Net Estimated Cost								\$8,413,044	\$46 - \$75 m

Table 16: Summary

CONCEPT	SERVICE/FACILITY	RATIONALE	CHALLENGES	IMPLEMENTATION TIMEFRAME
Inter-Valley Limited Stop Network	Foothill Blvd.	Local, all-stops service is slow, with no higher speed options in major corridors connecting the East Valley and West Valley. The market analysis suggests that demand exists for better connections. The current service in these corridors is generally productive and should remain, but the overlay of limited stop service will provide an option for riders making longer, inter-valley trips. The sbX and WVC BRT lines do not connect and are several miles apart; these new routes will provide a strong connection between the two high capacity/high frequency lines.	Due to their length, and because of their 30-minute suggested frequency, these routes represent and significant increase in annual operating costs. With the need to retain current underlying local, all-stops service, there are no off-setting service and cost reductions. The vehicle requirement, however, may be able to be absorbed by September 2020 service reductions, which reduced the systemwide peak vehicle requirement. Driver costs comprise the majority of operating costs. Automated bus technology has not yet progressed to enable conversion to AV, and the potential application of this technology that is affordable in terms of capital cost and results in lower operating costs	2022. Recommend that service recovery be given time to regenerate ridership and greater budget stability. Foothill Blvd. is the most heavily used transit corridor of the three and would be implemented first. Possibility of conversion to AV not likely until the 2030's..
	San Bernardino Ave.			2023-2025 depending on budget situation. Possibility of conversion to AV not likely until the 2030's..
	Sierra-Baseline			2025-2027 depending on budget situation. Possibility of conversion to AV not likely until the 2030's.
Additional High Frequency Routes	8	Existing productivity is on par with current high frequency routes suggesting that additional riders can be generated.	Increase in operating costs.	2021-2022 depending on budget.
	215			
Mobility Hubs	Ontario Mills	Implementation of WVC can be enhanced by broaden the scope of BRT stations at these two locations to include mobility hubs that will enhance first/last mile opportunities.	Minimal operating cost but significant capital cost. Off-street facilities will require property acquisition that may be problematic due to existing uses and ownership. Off-street facilities are also practical but may require some additional property. Permits and related jurisdictional requirements will require time and resources.	2024-2025, to coordinate with WVC implementation schedule
	Rancho Cucamonga			

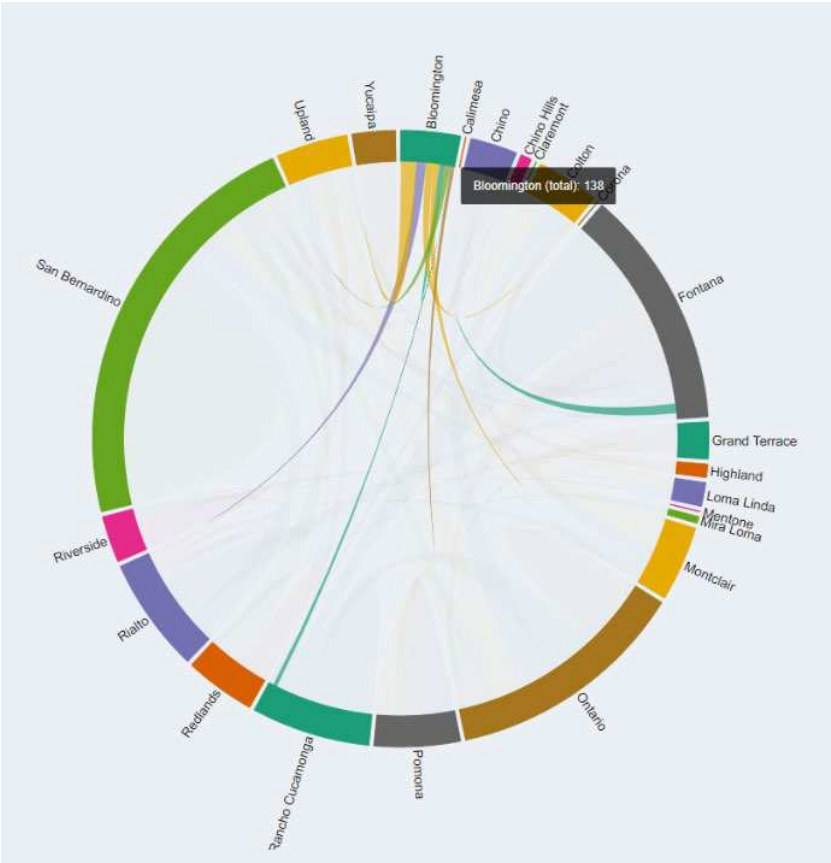
CONCEPT	SERVICE/FACILITY	RATIONALE	CHALLENGES	IMPLEMENTATION TIMEFRAME
OmniRide Microtransit	Yucaipa Home-to-Hub	As demonstrated by the recent introduction of the Chino Hills service, microtransit exhibits the potential to broaden ridership capture while reducing operating costs. Fixed route service in lower density and “edge” area is typically less productive than in major corridors and more densely developed areas. As an experiment and pilot, actual outcomes remain to be determined.	Ridership response to Chino Hills microtransit remains to be seen; time must be given to find its market. It requires ongoing marketing and promotion. Because of uncertain response, and the difficulty to predict it, vehicle and labor requirements may fluctuate. Overnight service is essential for many workers; Hub-to-Jobs microtransit require longer operating hours to meet rider needs, but this results in higher operating costs with likely ridership response to be modest, although essential for the user.	2022. Wait to see performance outcomes of Chino Hills microtransit. Recommended as Omnitrans’ second microtransit pilot as the characteristics of Yucaipa are somewhat similar to Chino Hills. Depending on how technology and cost progress, may be eligible for AV conversion this decade.
	N. Rancho Cucamonga Home-to-Hub	Can allow for offsetting cost reduction from eliminated or truncated existing local fixed route service in these areas.		2023
	Colton Home-to-Hub	Current AV technology is focusing on small area service; microtransit zones have similar characteristics and can be candidates for initial AV conversion.		2024
	San Bernardino Core Home-to-Hub			2025
	Ontario Hub-to-Jobs			2023. Access to jobs is an important priority; the breadth of jobs served in the Ontario zone suggests that a pilot be developed once the Home-to-Hub operating issues are worked out and service refined as needed.
	Fontana Hub-to-Jobs			2024
	Bloomington-Colton			2025

CONCEPT	SERVICE/FACILITY	RATIONALE	CHALLENGES	IMPLEMENTATION TIMEFRAME
Downtown San Bernardino	Consolidated Routes- Access to Jobs	A shuttle service would be expensive with an uncertain prognosis for ridership generation. This alternative uses existing services and makes modest modifications to create a frequent “trunk line” to employment clusters east of E Street.		
Innovative Mobility	Ridehailing	Enhances first/last mile travel opportunities and encourage greater use of the fixed route system. Omnitrans has experience with Lyft to supplement special needs transportation; the current Metrolink Lyft program can be used by Omnitrans customers.	Additional staffing is required to establish and operate programs. Dealing with TNCs can be a challenged, exacerbated by the impacts of the pandemic.	2021
	Vehicle Sharing	Accommodations at transit/transfer centers and proposed mobility hubs. Enhances first/last mile travel opportunities and encourage greater use of the fixed route system.	Vehicle sharing requires additional space at transit centers, which may need to be acquired. On-street space can be used if available, but the host cities must grant curbside access in most areas, which can be a time-consuming and uncertain process. Security and safety enhancements may be required. Development of vehicle sharing programs requires additional, in-depth study. Public agencies generally use some combination of “carrot and stick” incentives and penalties to ensure long-term commitments from vehicle sharing companies. These include some level of “insurance” from the public entity, and consequences if contract requirements are not met. With these conditions in place, companies cannot pull services suddenly but have some mitigation options (such as limited support from the public entity in the case of many bikeshare programs) if there is a need.	2022-2028

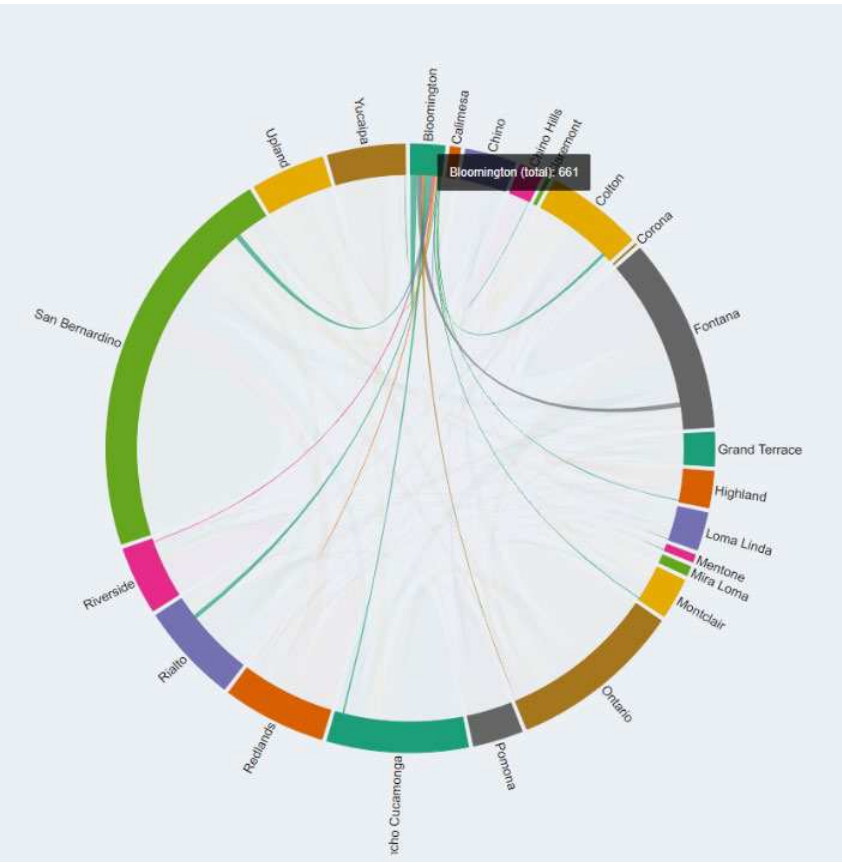
APPENDIX A: TRAVEL DEMAND BY COMMUNITY

Source: CTPP data from American Community Survey

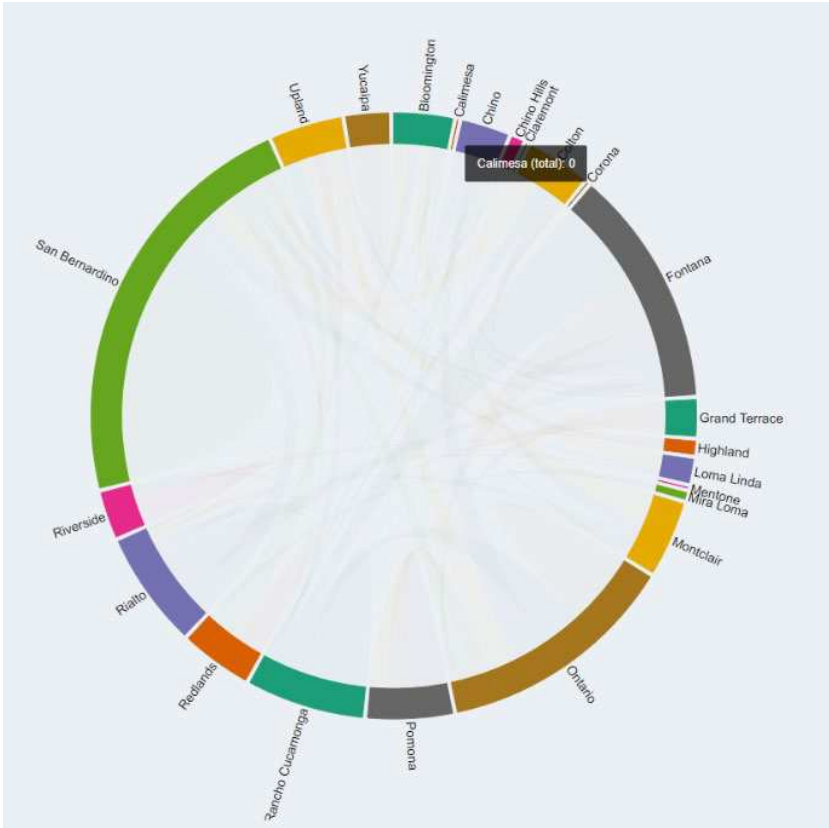
Bloomington: Existing Transit



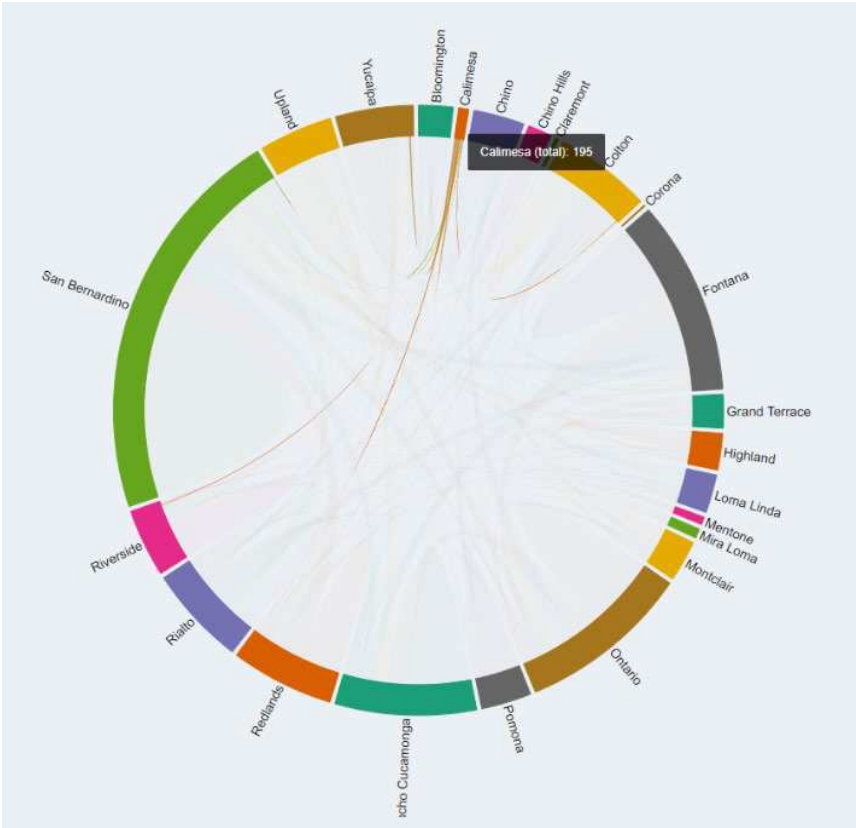
Bloomington: Potential Transit



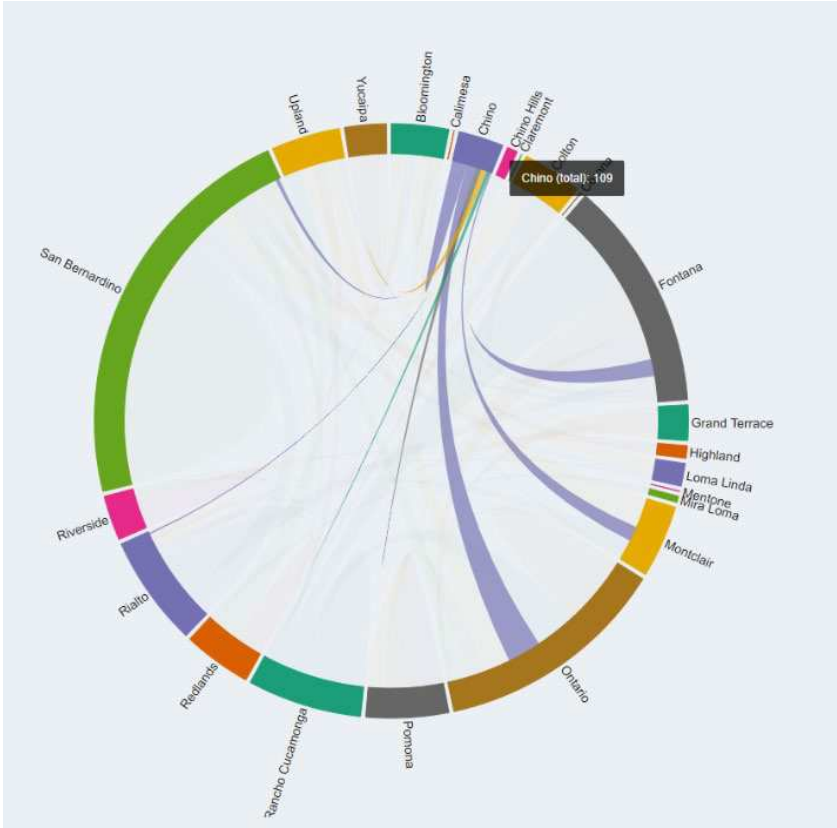
Calimesa: Existing Transit



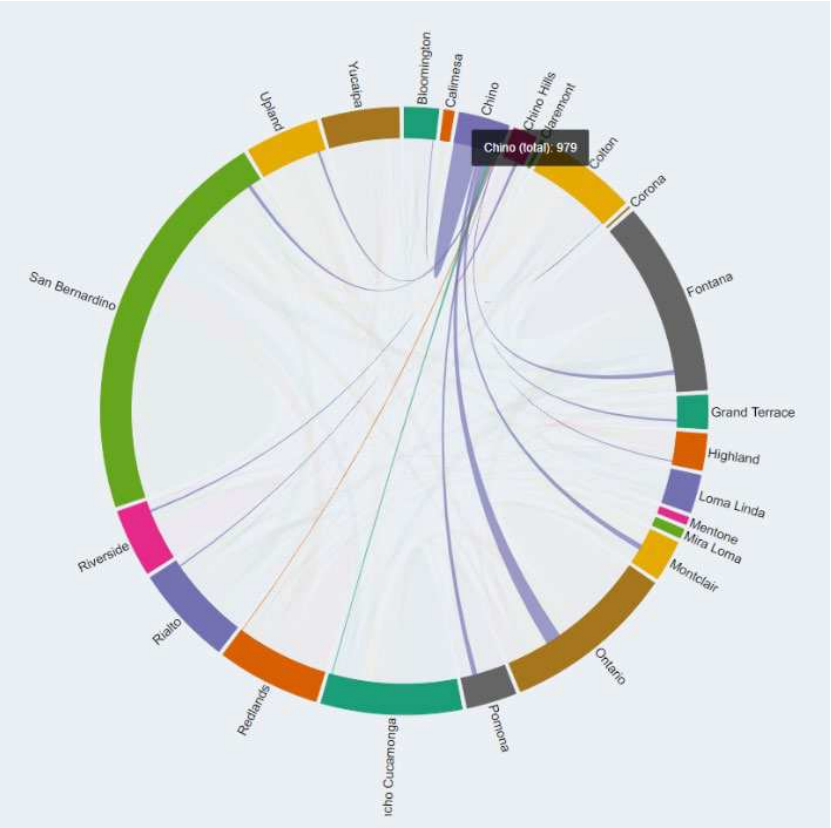
Calimesa: Potential Transit



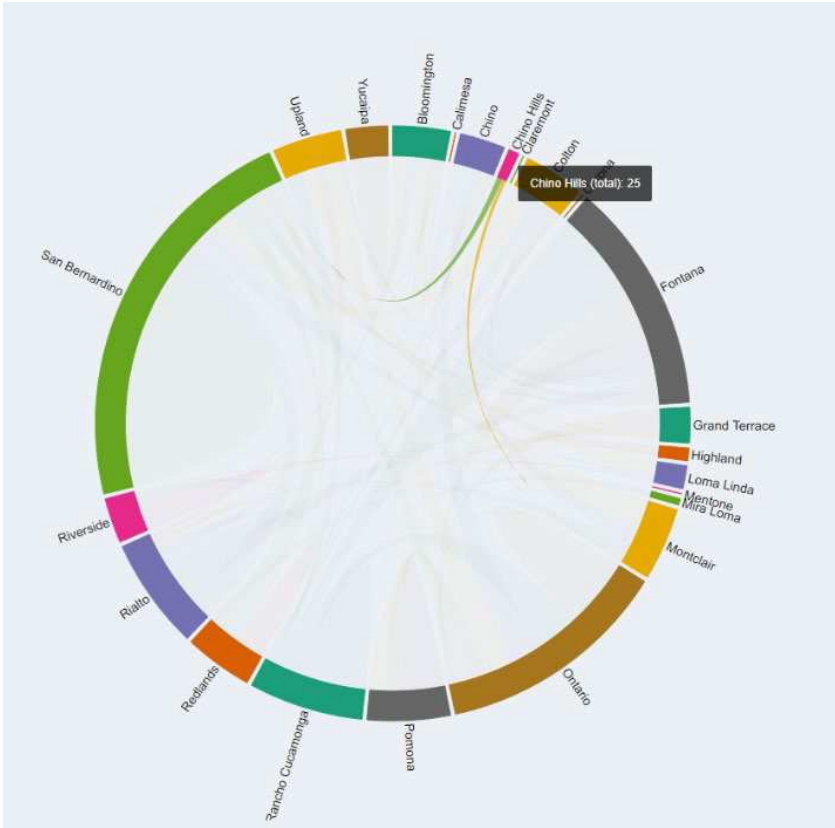
Chino: Existing Transit



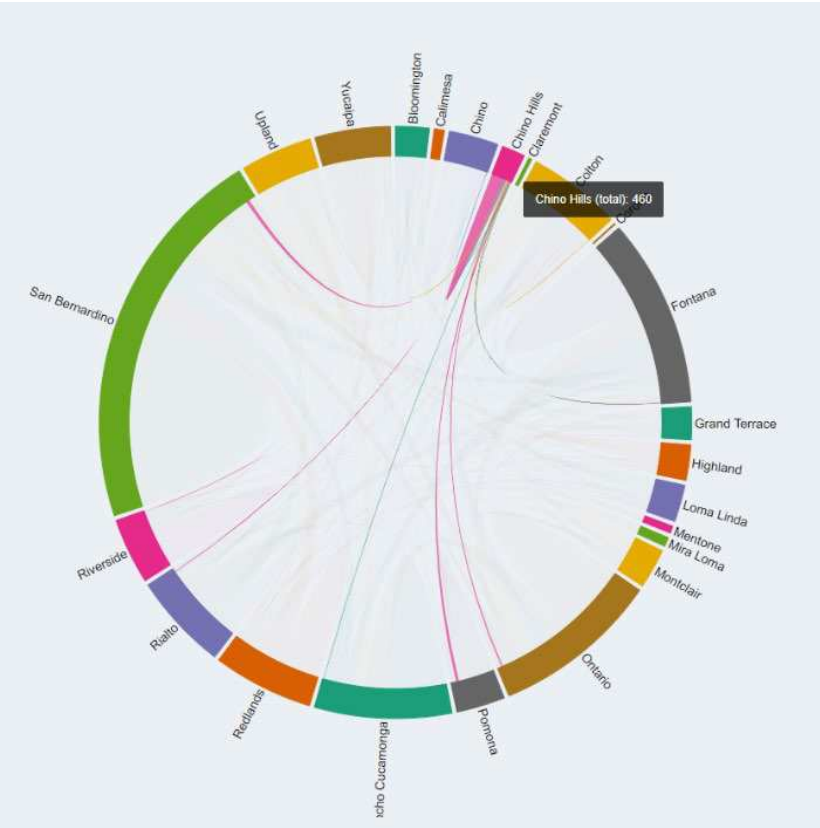
Chino: Potential Transit



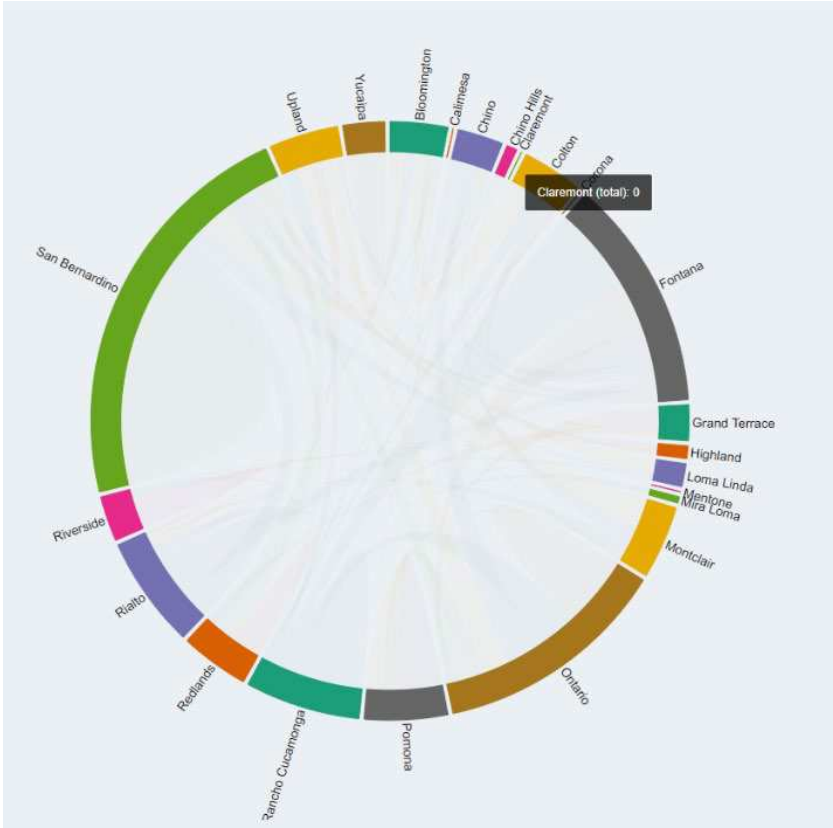
Chino Hills: Existing Transit



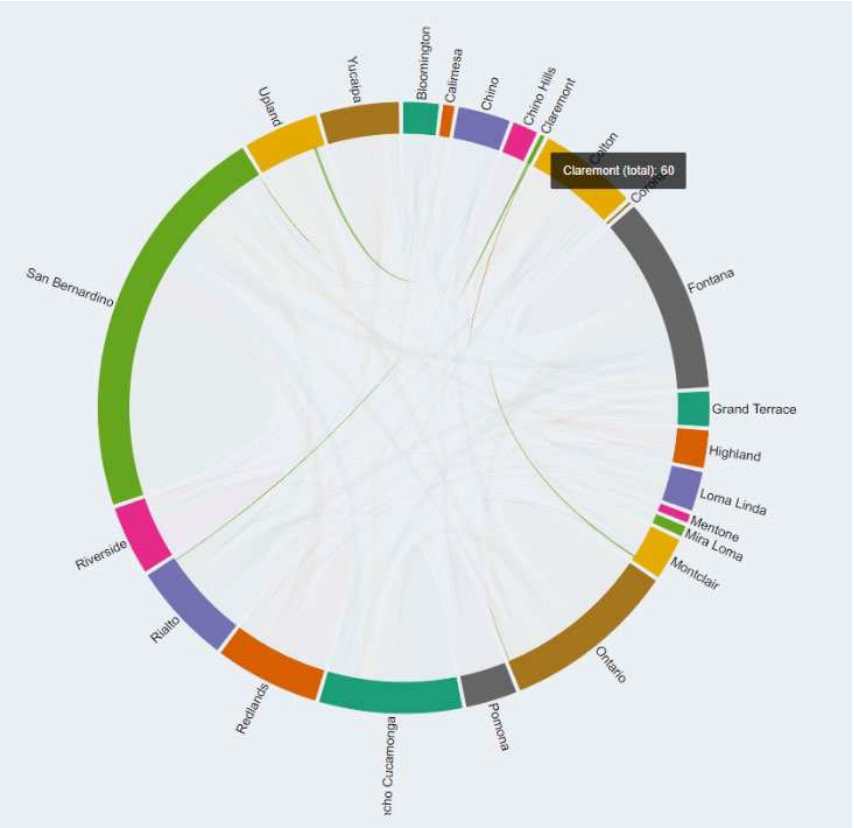
Chino Hills: Potential Transit



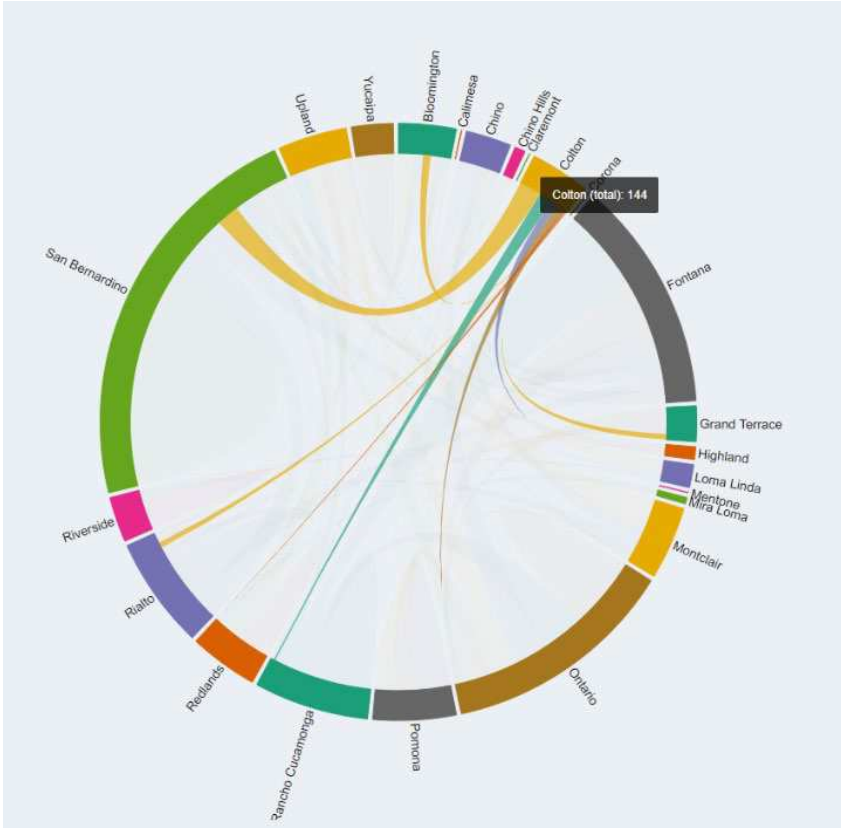
Claremont: Existing Transit



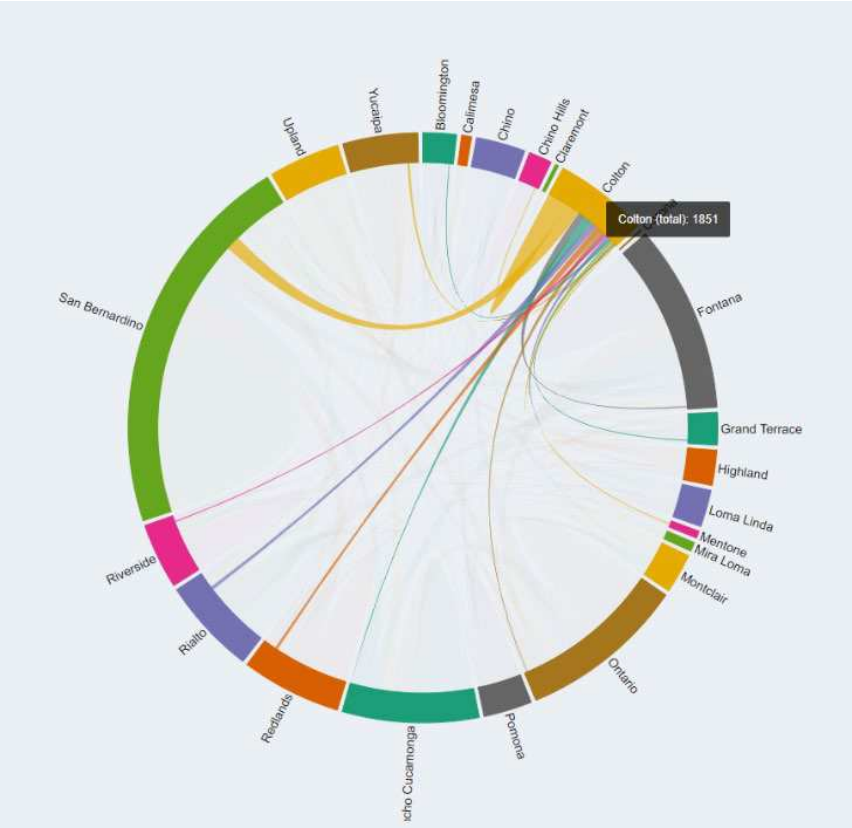
Claremont: Potential Transit



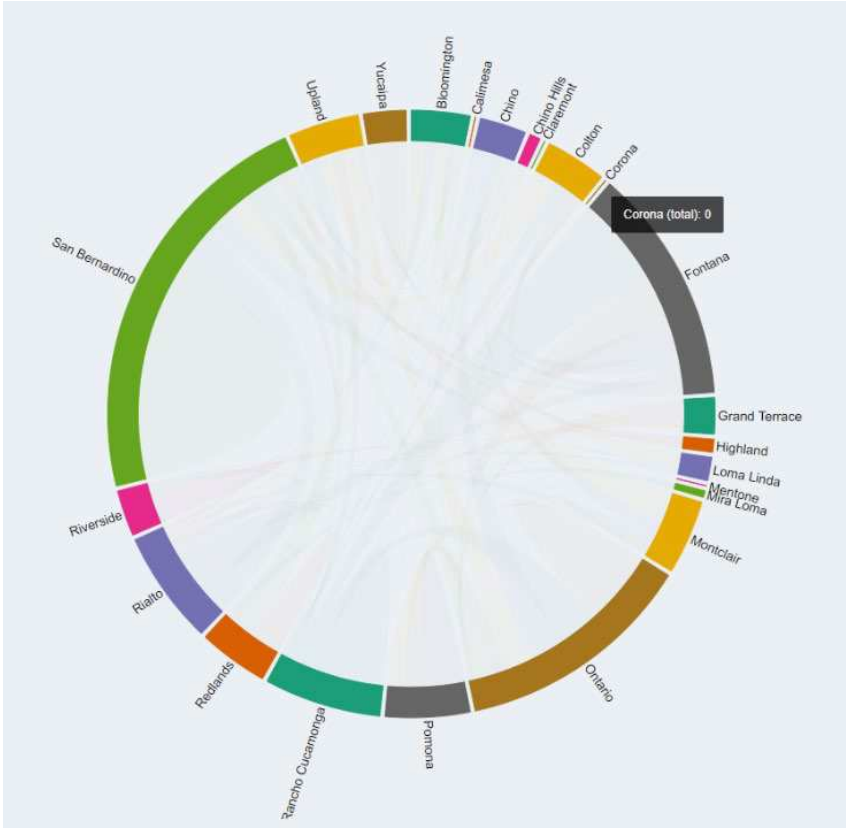
Colton: Existing Transit



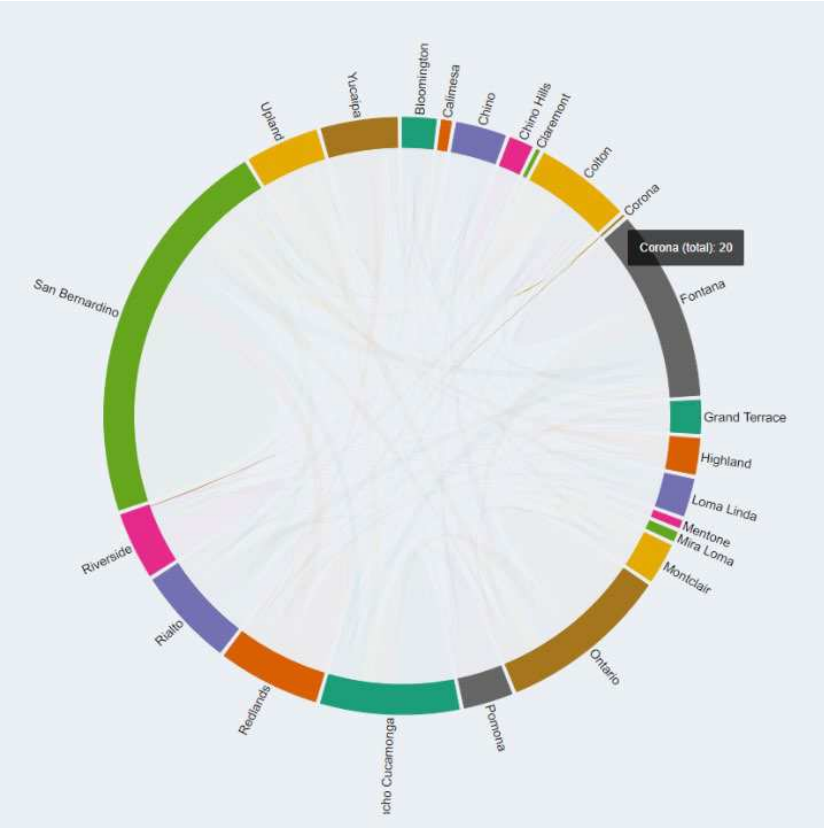
Colton: Potential Transit



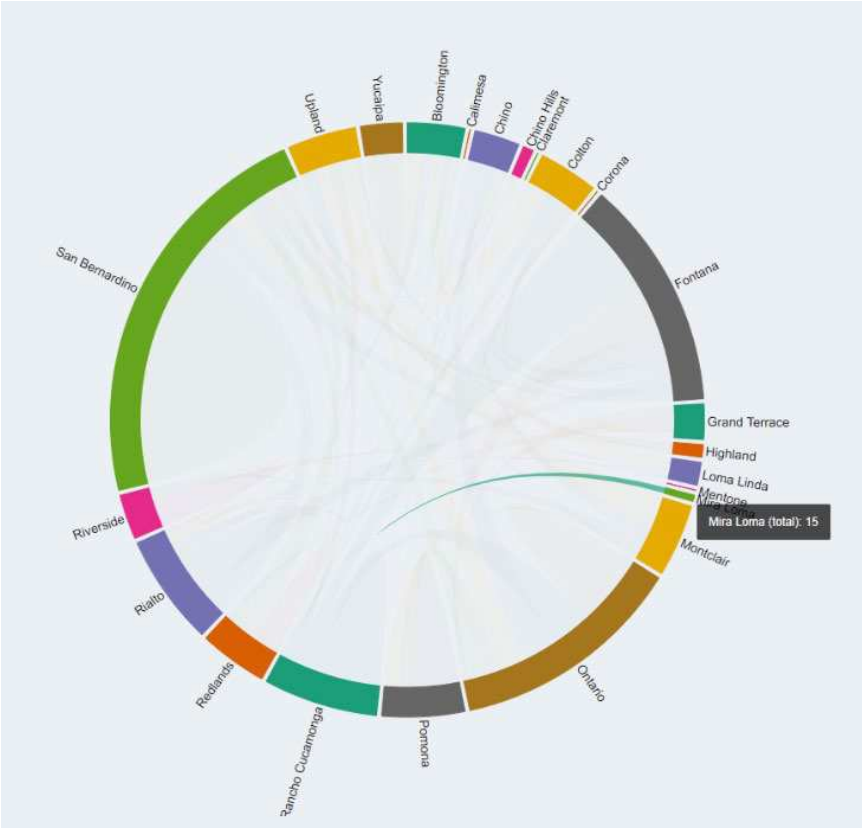
Corona: Existing Transit



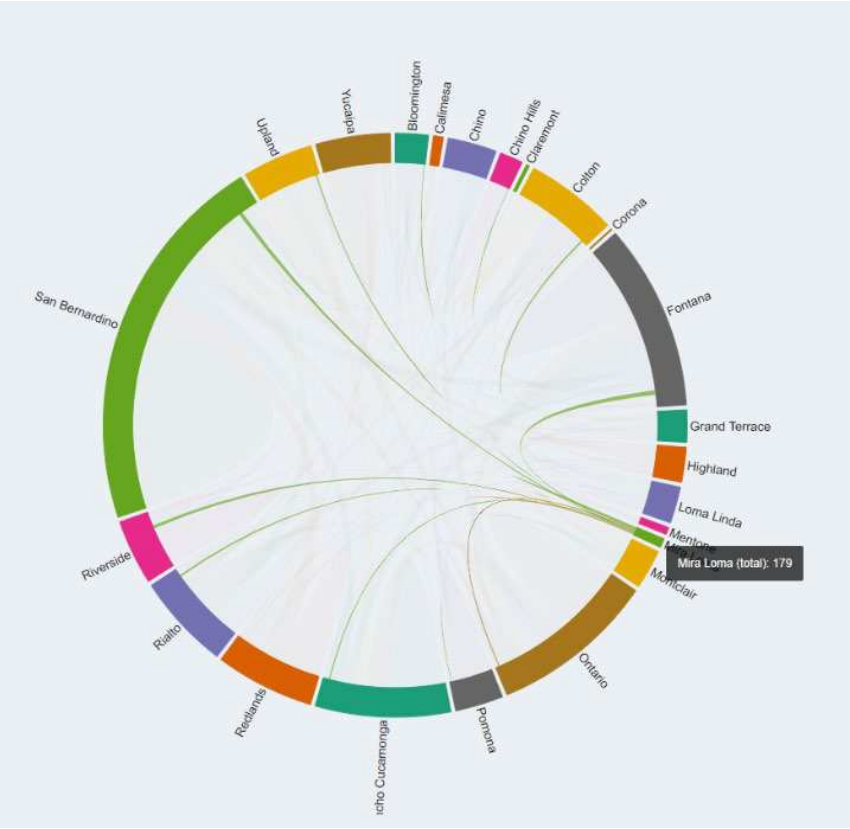
Corona: Potential Transit



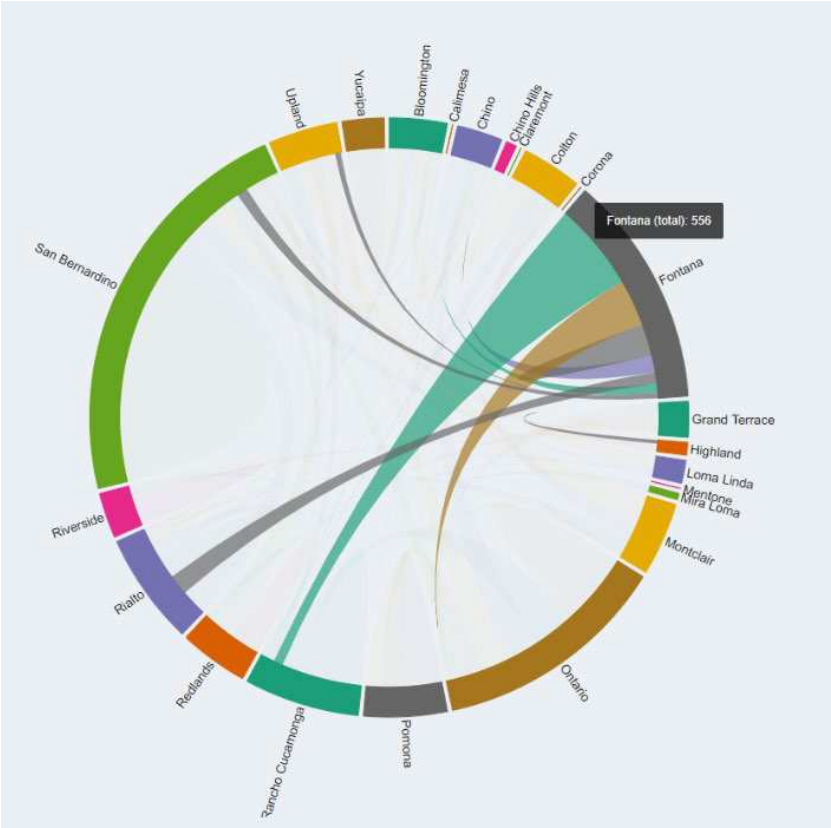
Eastvale/Jurupa Valley: Existing Transit



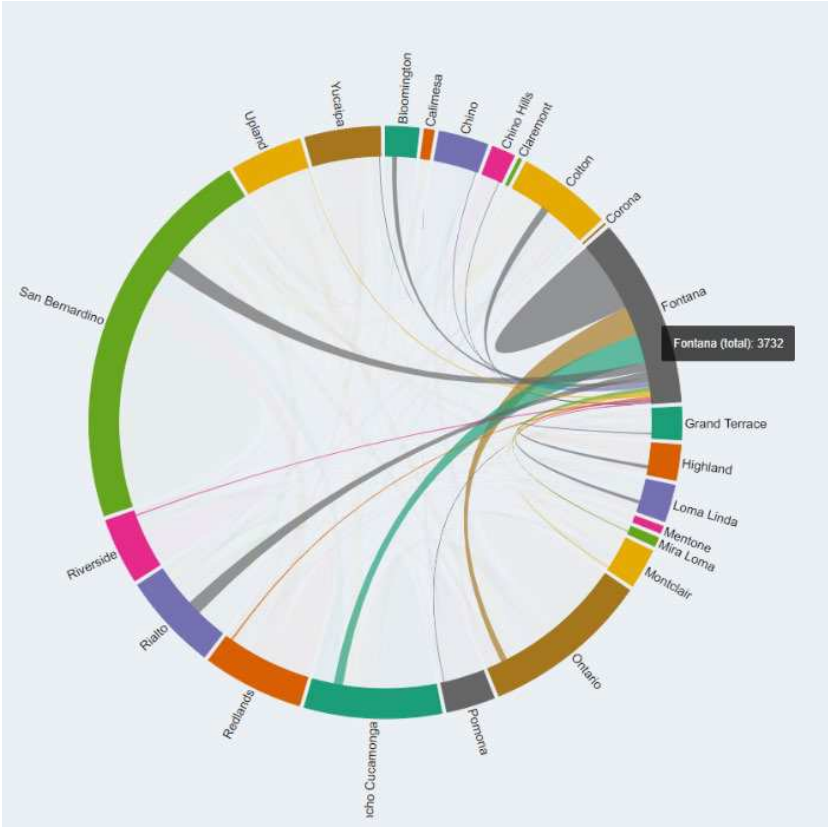
Eastvale/Jurupa Valley: Potential Transit



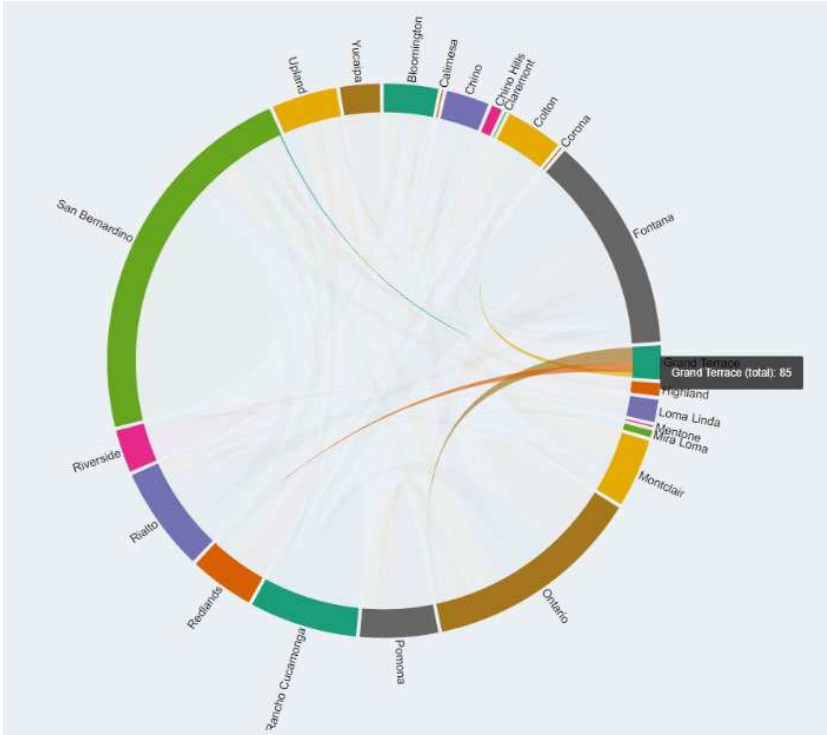
Fontana: Existing Transit



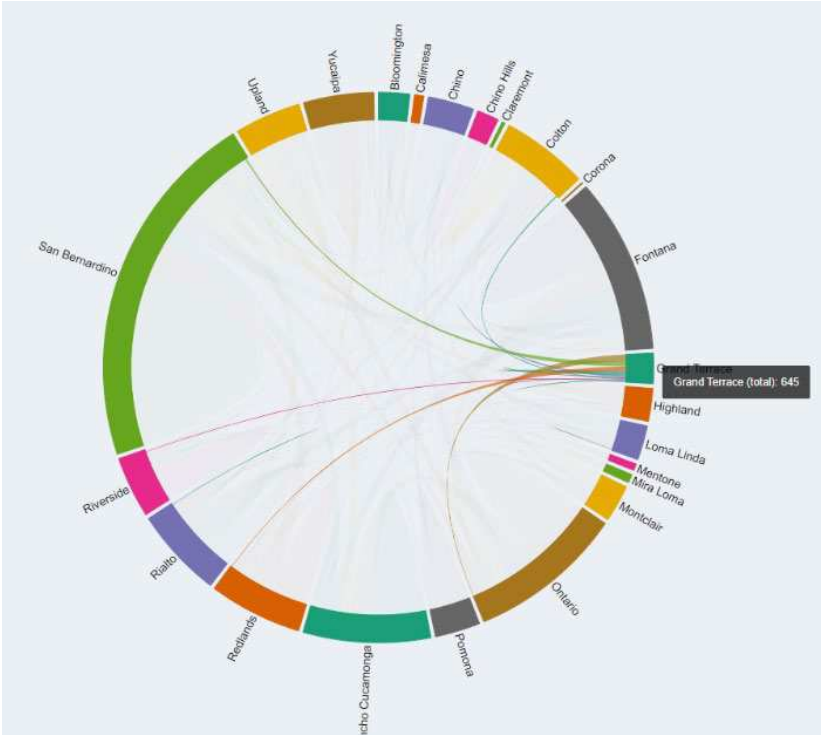
Fontana: Potential Transit



Grand Terrace: Existing Transit



Grand Terrace: Potential Transit

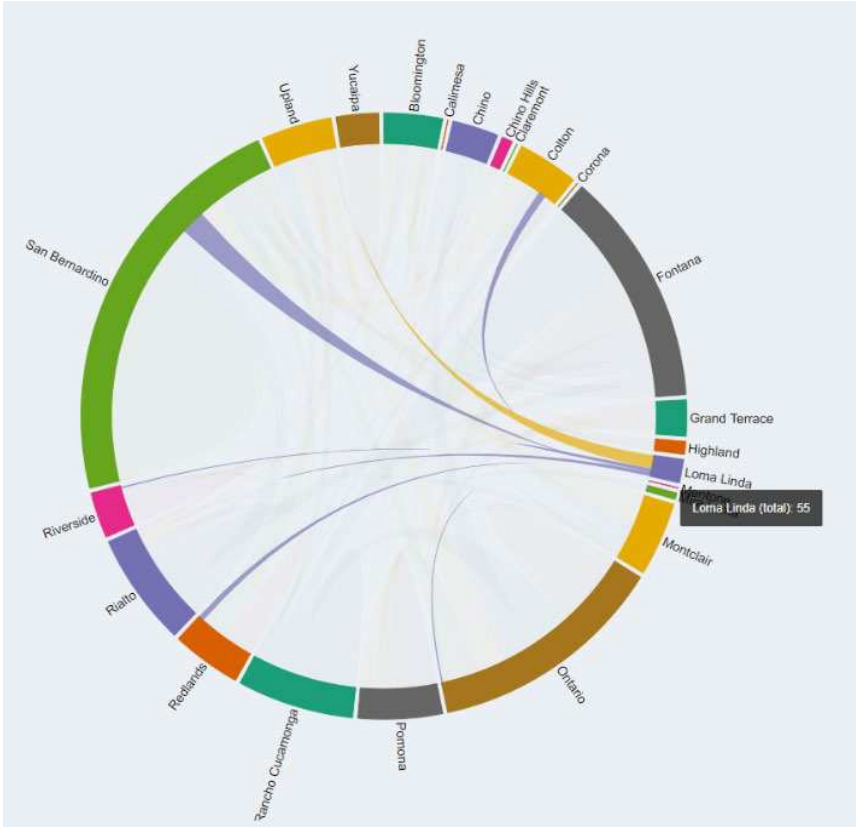


The circular chord diagram illustrates the distribution of 30 highland households across 20 different locations. The locations are arranged around the circle, and the thickness of the lines (chords) between them represents the number of households. A legend indicates that the total number of highland households is 30.

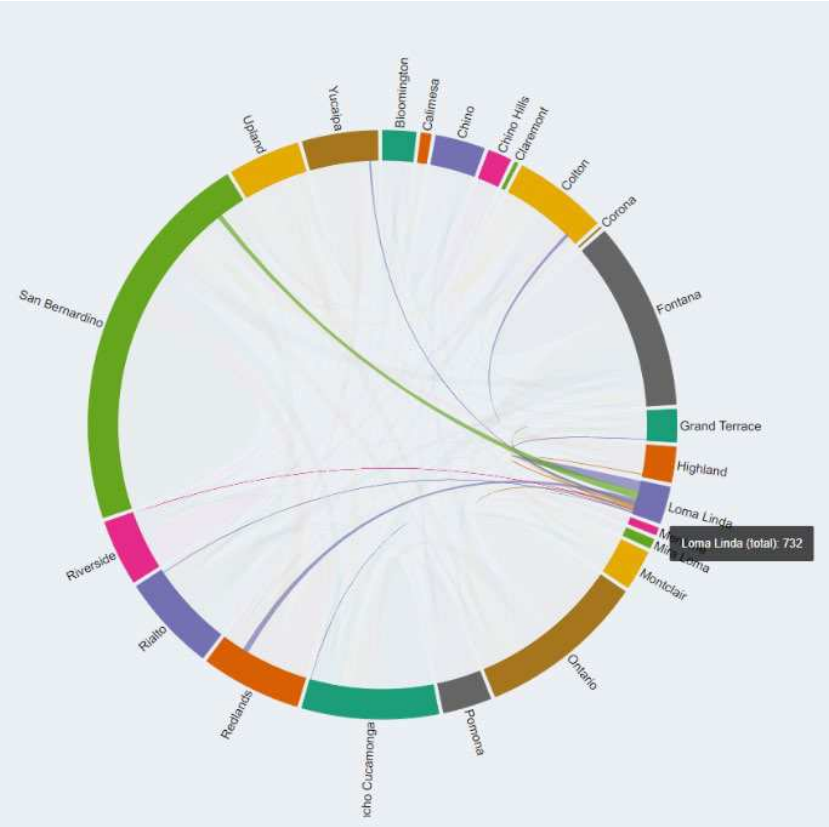
Locations (clockwise from top): Upland, Yuccaipa, Bloomington, Calimesa, Chino, Chino Hills, Claremont, Colton, Corona, Fontana, Grand Terrace, Highland, Highland (total): 30, Mira Loma, Montclair, Ontario, Pomona, Rancho Cucamonga, Roslindale, Rialto, Riverside, San Bernardino.

Highland (total): 696

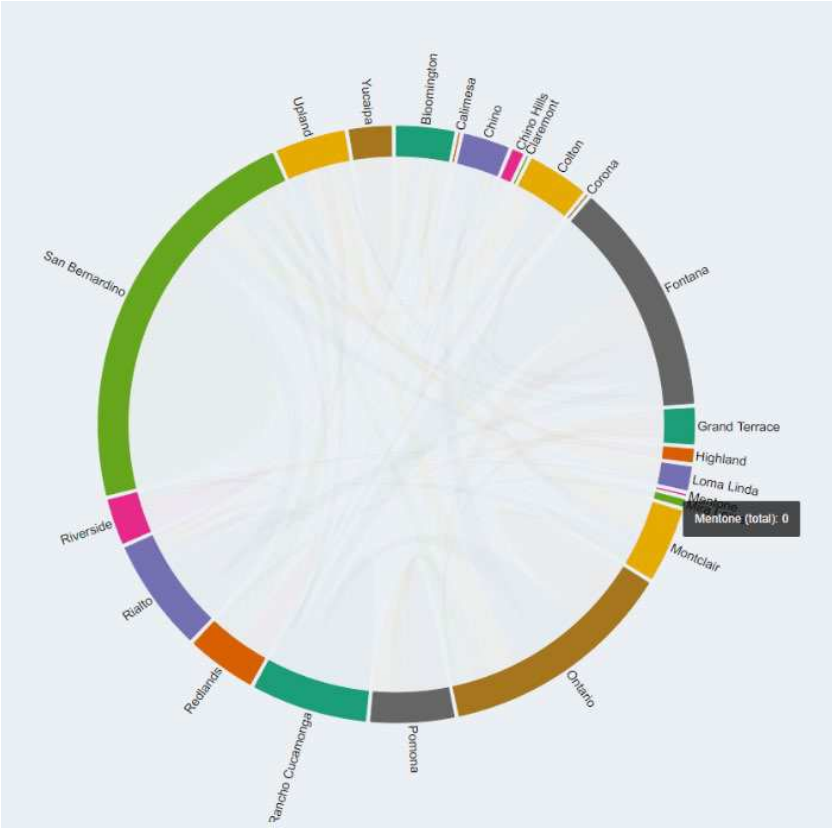
Loma Linda: Existing Transit



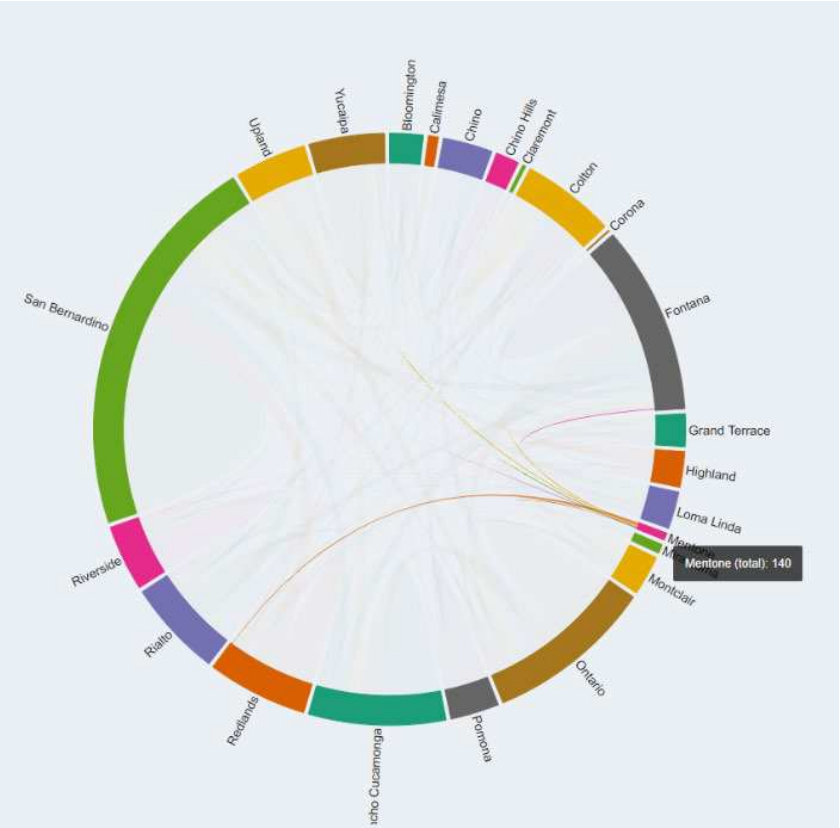
Loma Linda: Potential Transit



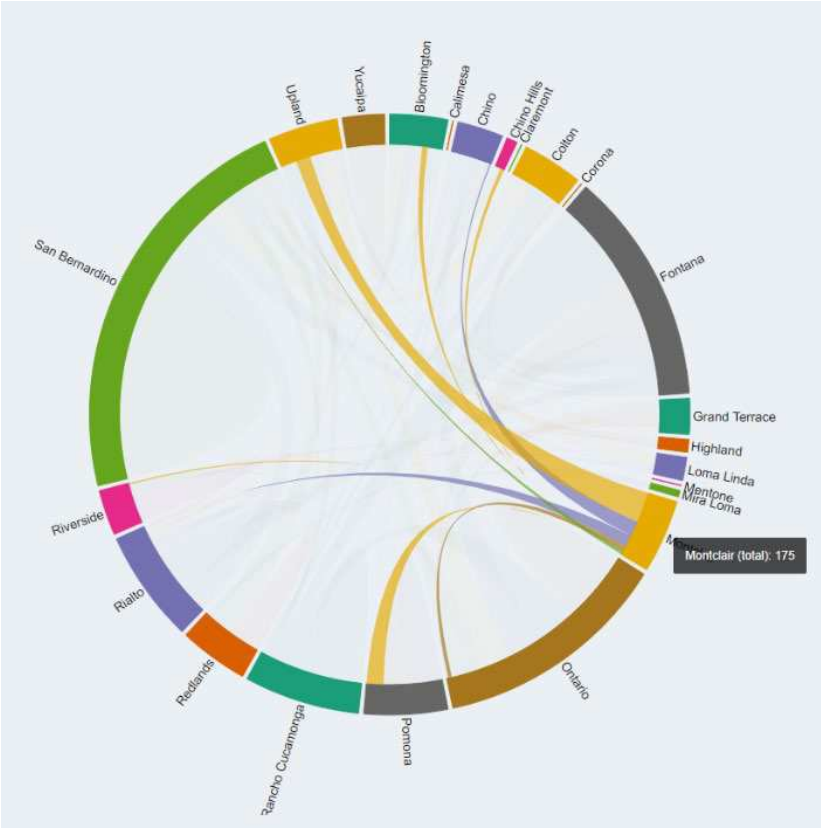
Mentone: Existing Transit



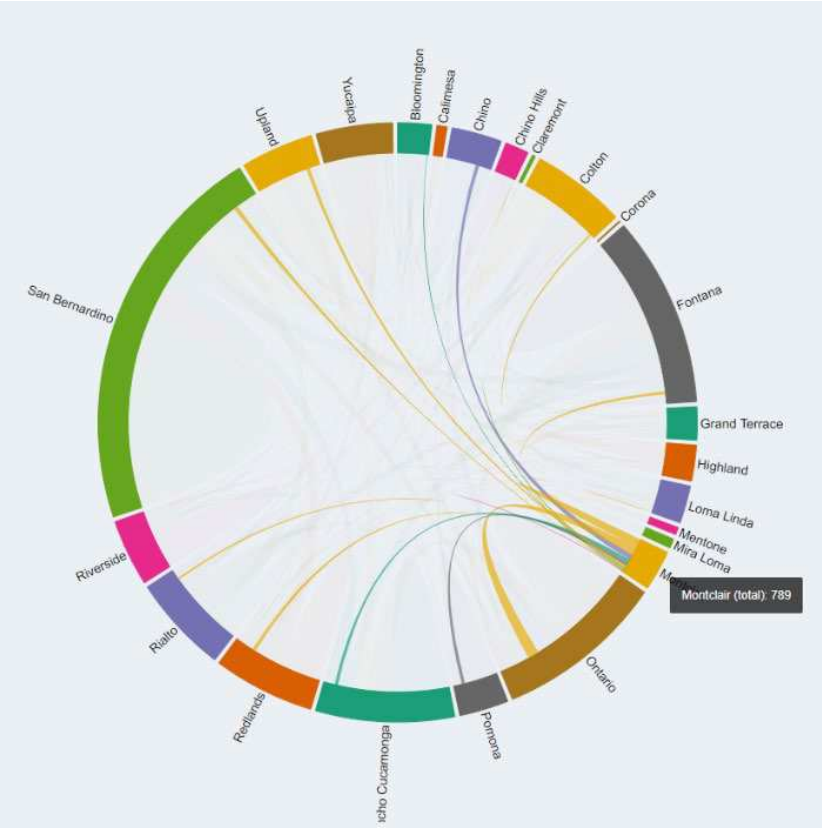
Mentone: Potential Transit



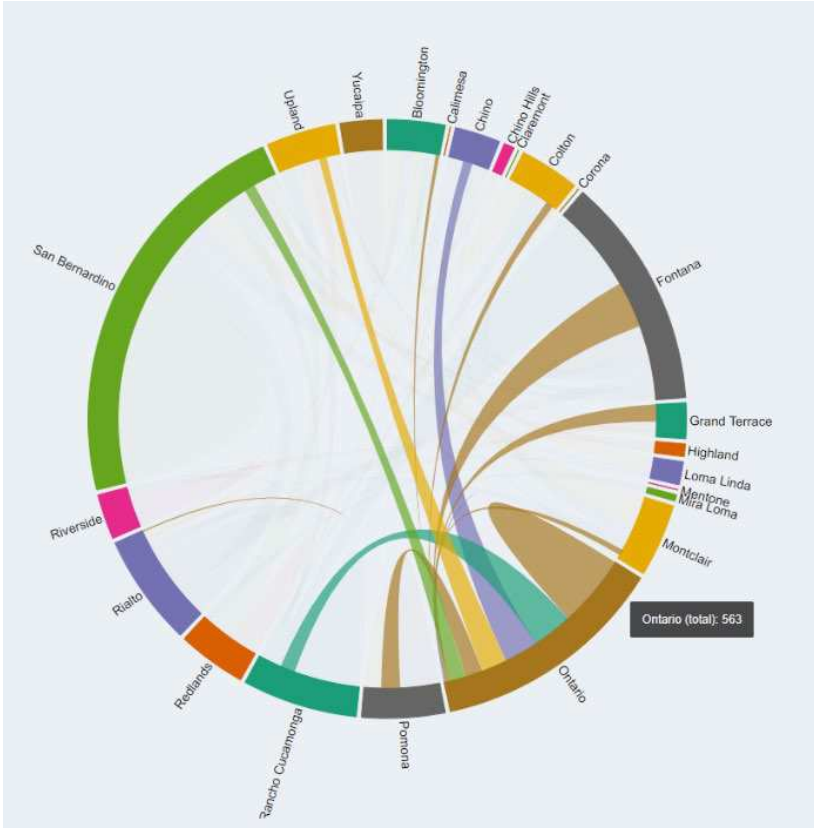
Montclair: Existing Transit



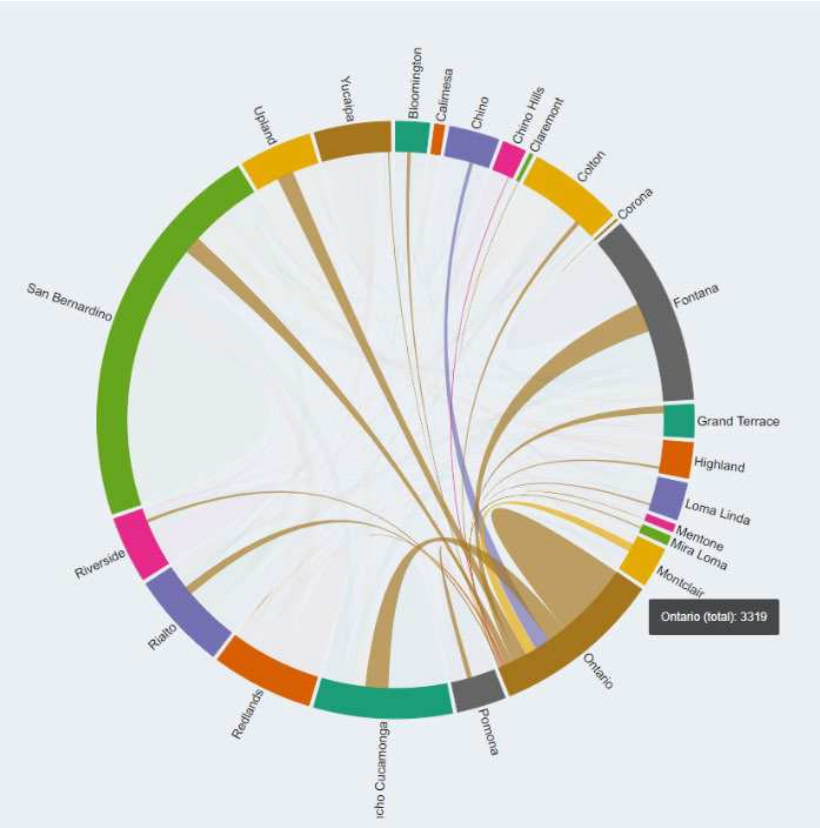
Montclair: Potential Transit



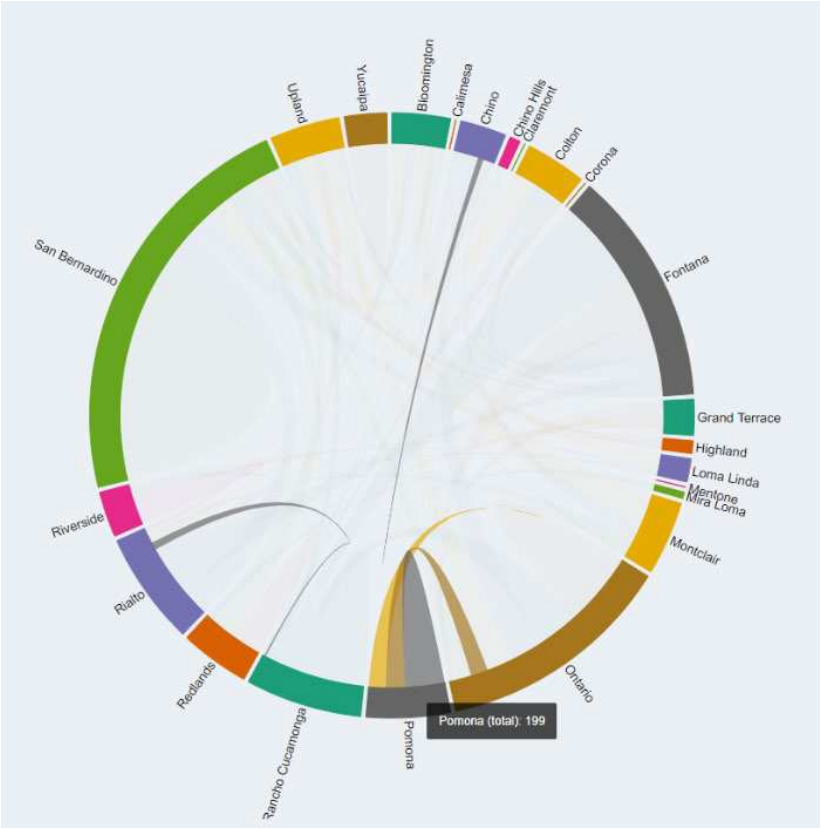
Ontario: Existing Transit



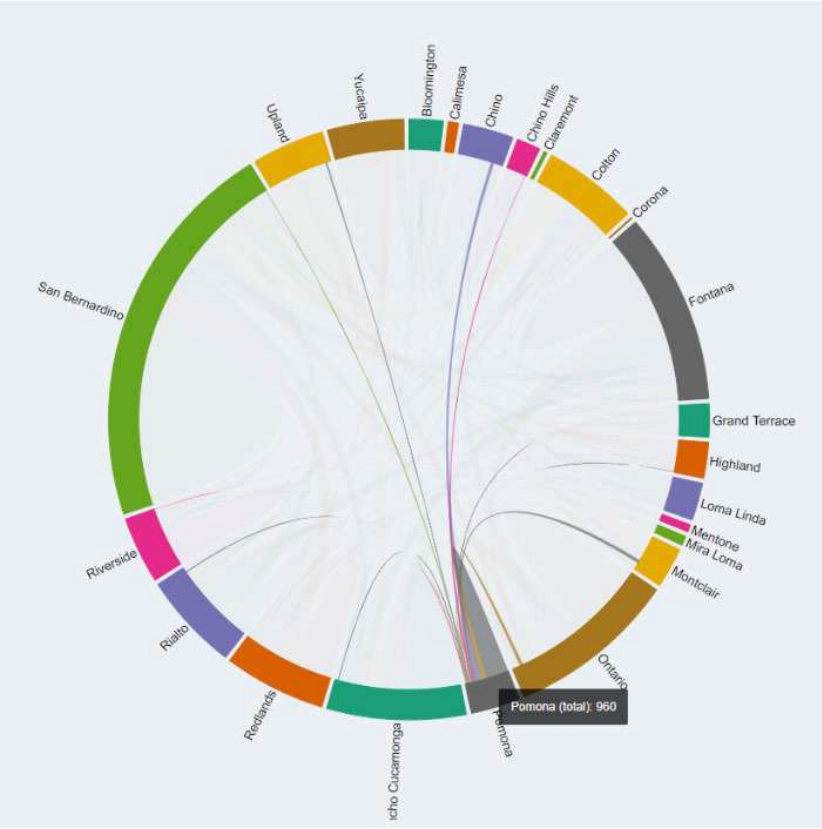
Ontario: Potential Transit



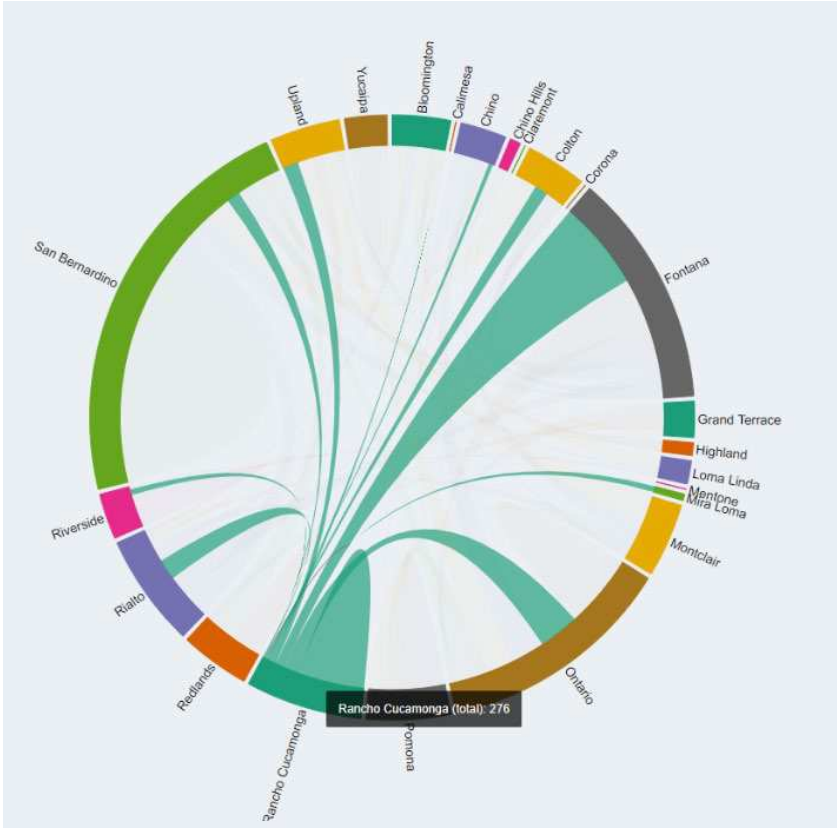
Pomona: Existing Transit



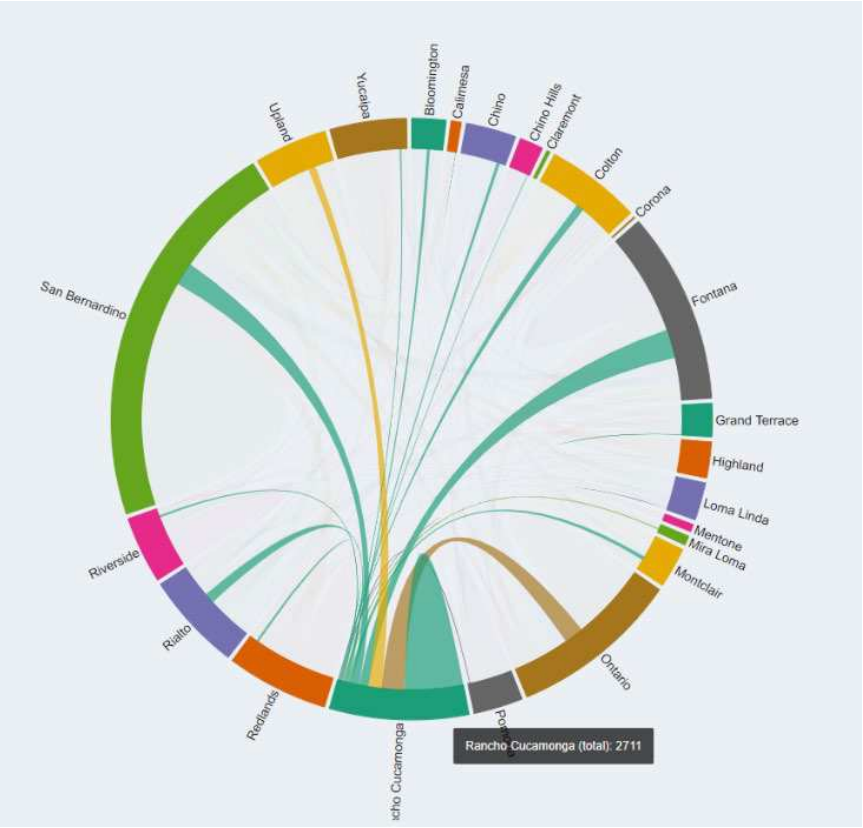
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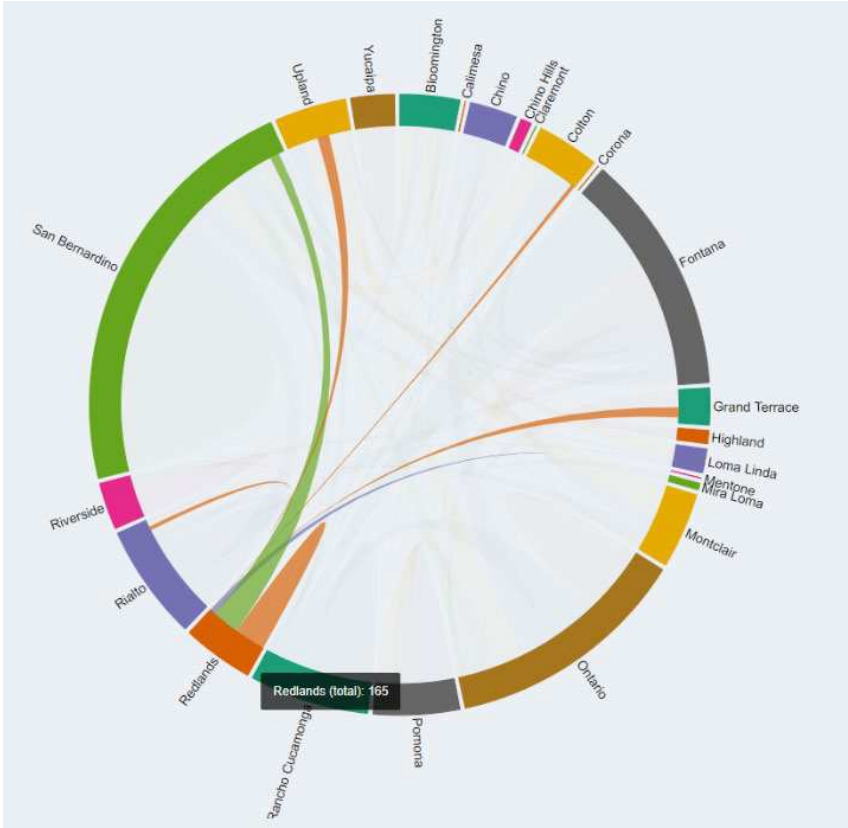
Rancho Cucamonga: Existing Transit



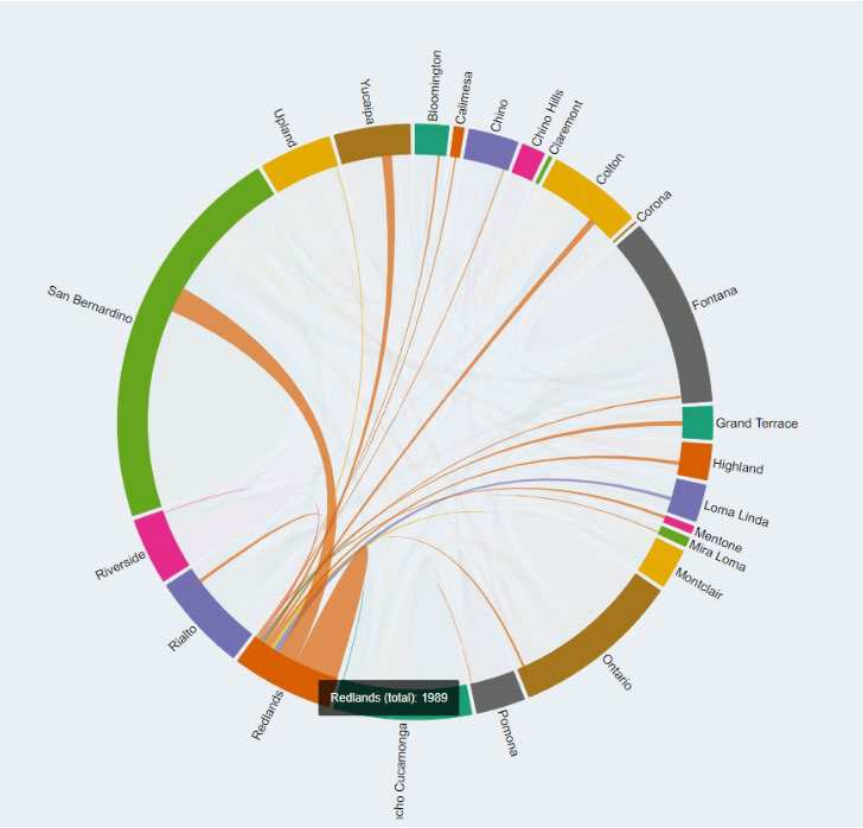
Rancho Cucamonga: Potential Transit



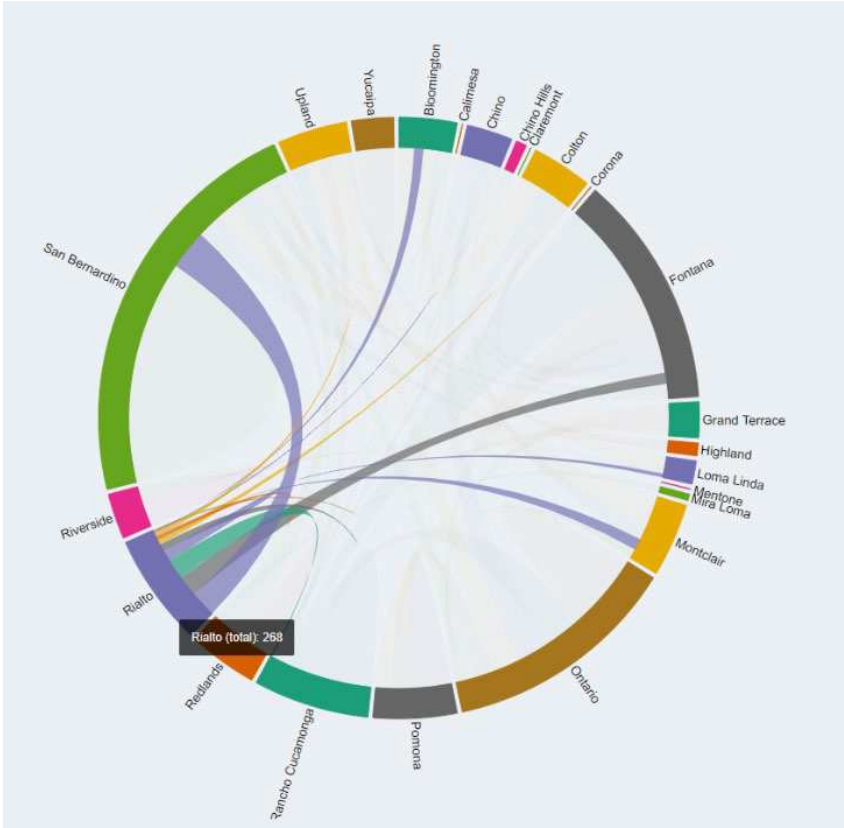
Redlands: Existing Transit



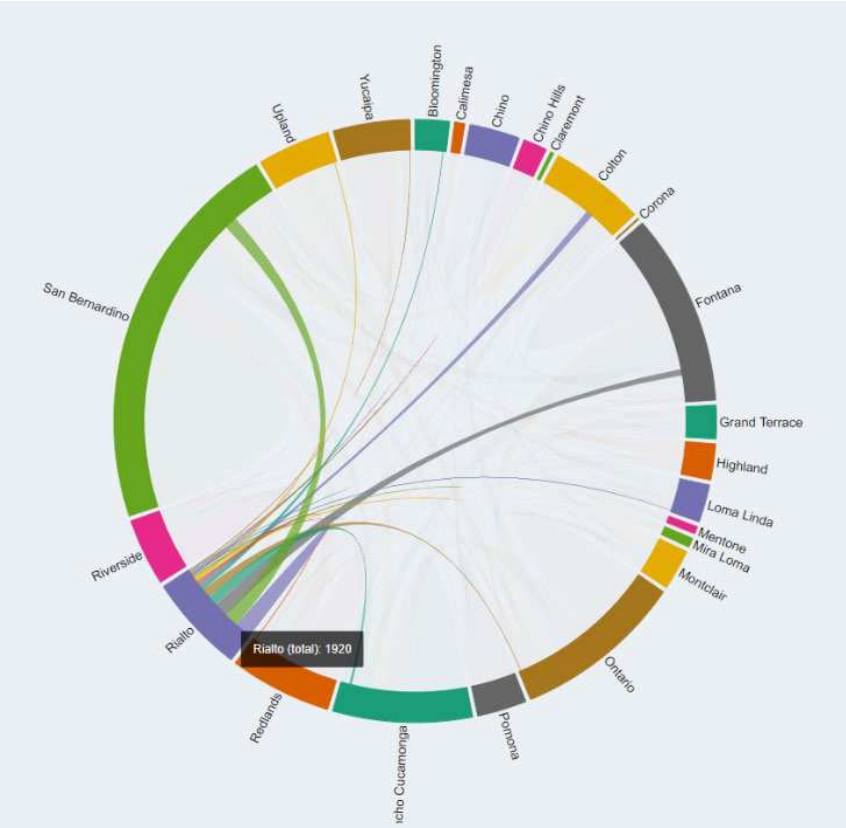
Redlands: Potential Transit



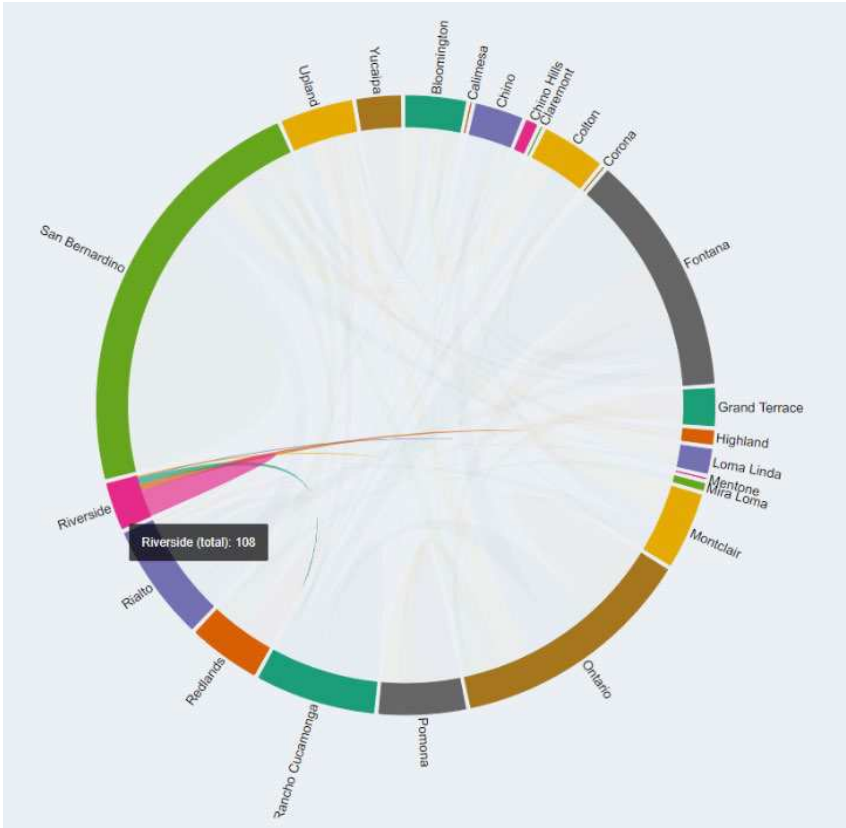
Rialto: Existing Transit



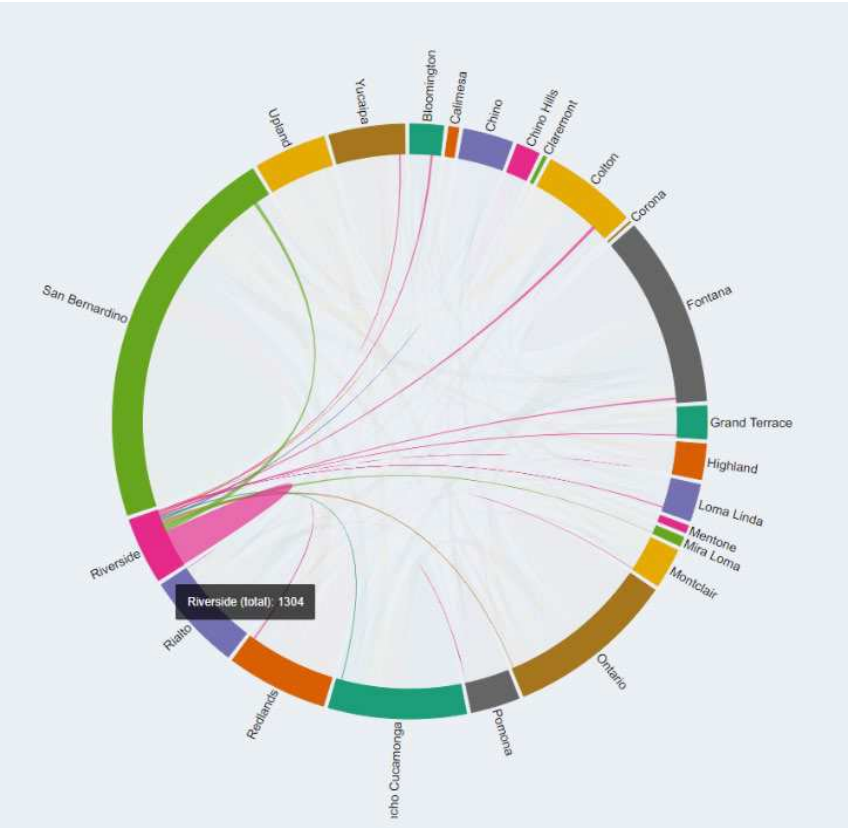
Rialto: Potential Transit



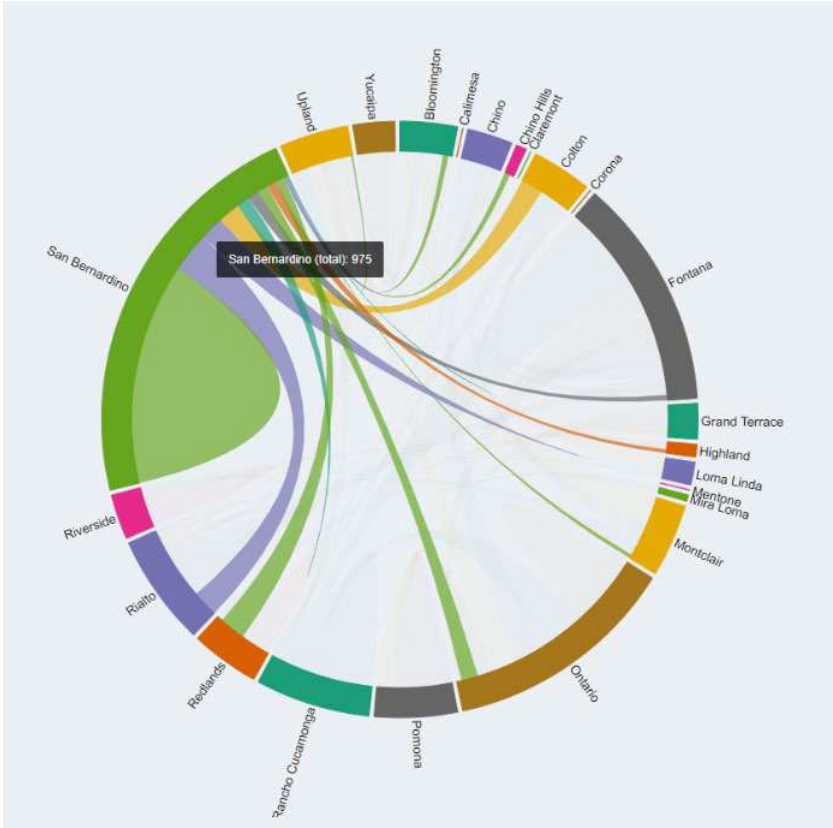
Riverside: Existing Transit



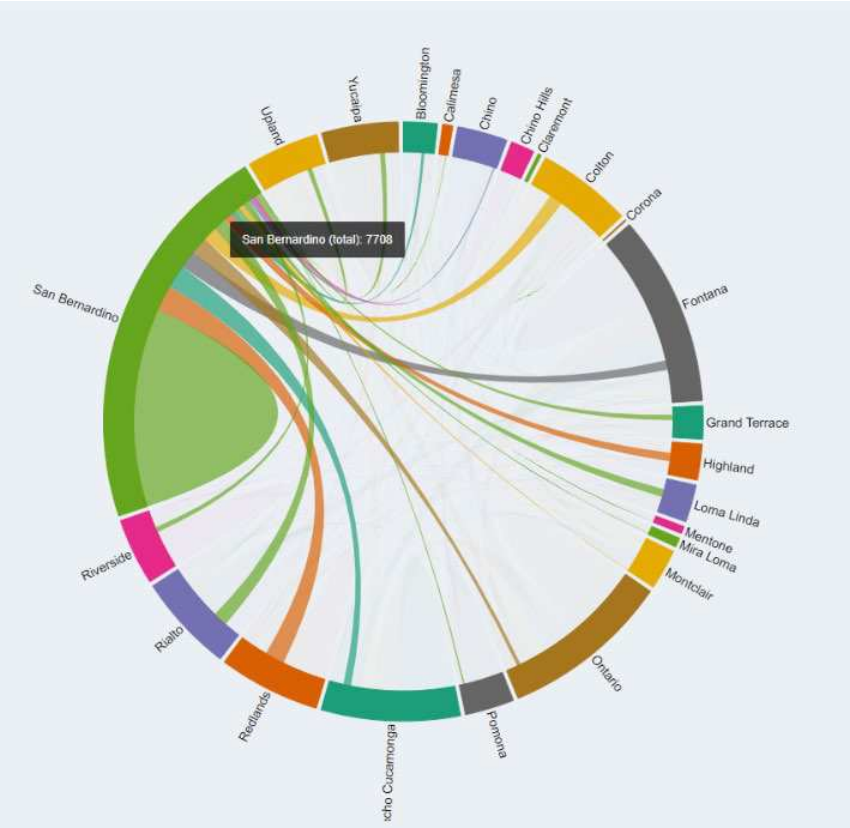
Riverside: Potential Transit



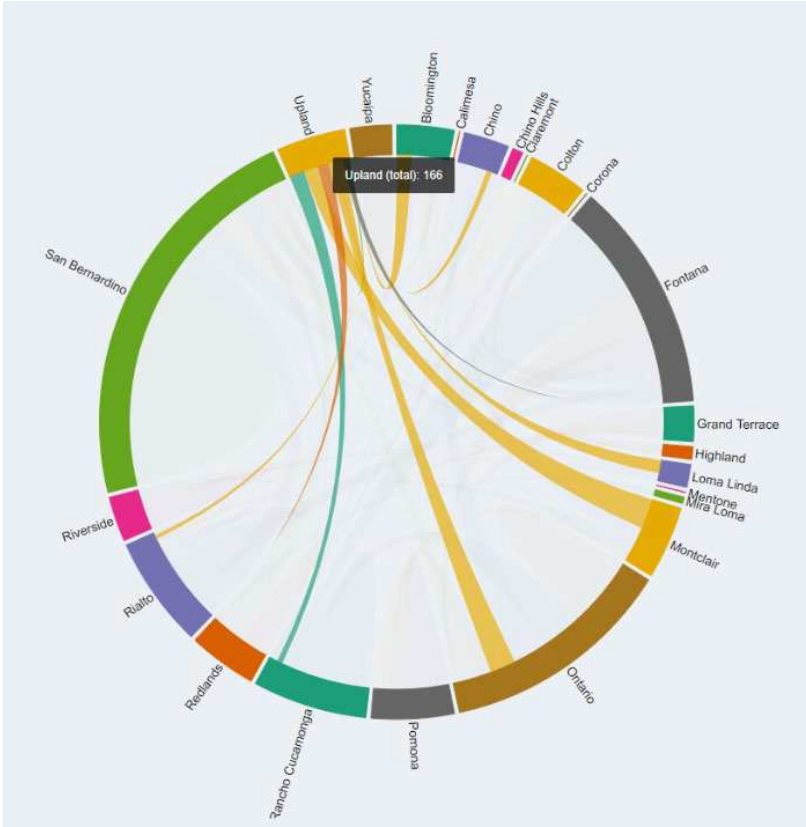
San Bernardino: Existing Transit



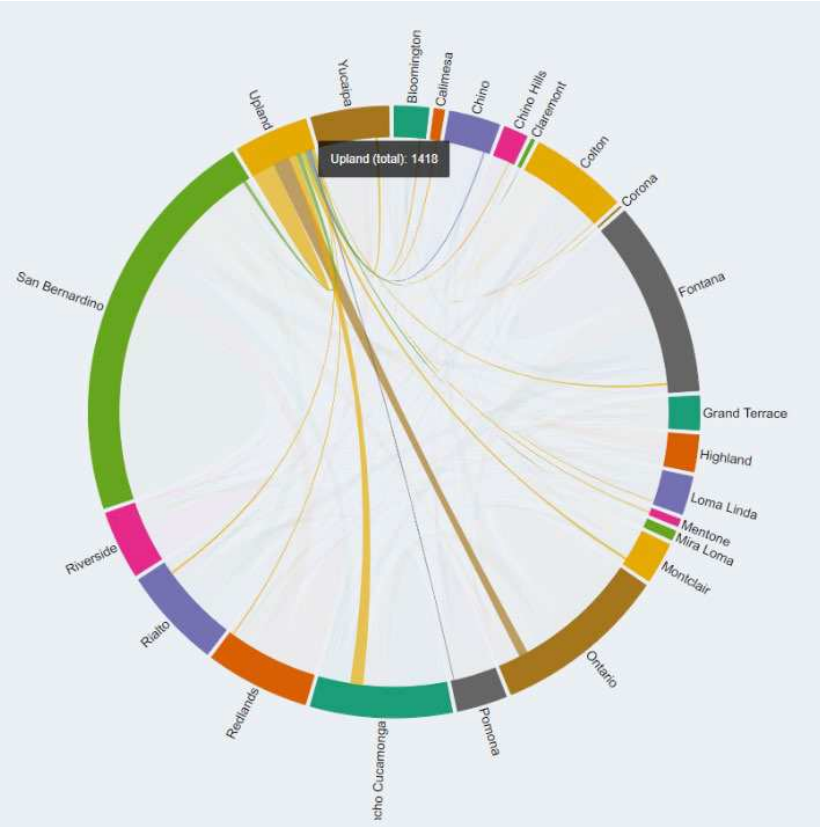
San Bernardino: Potential Transit



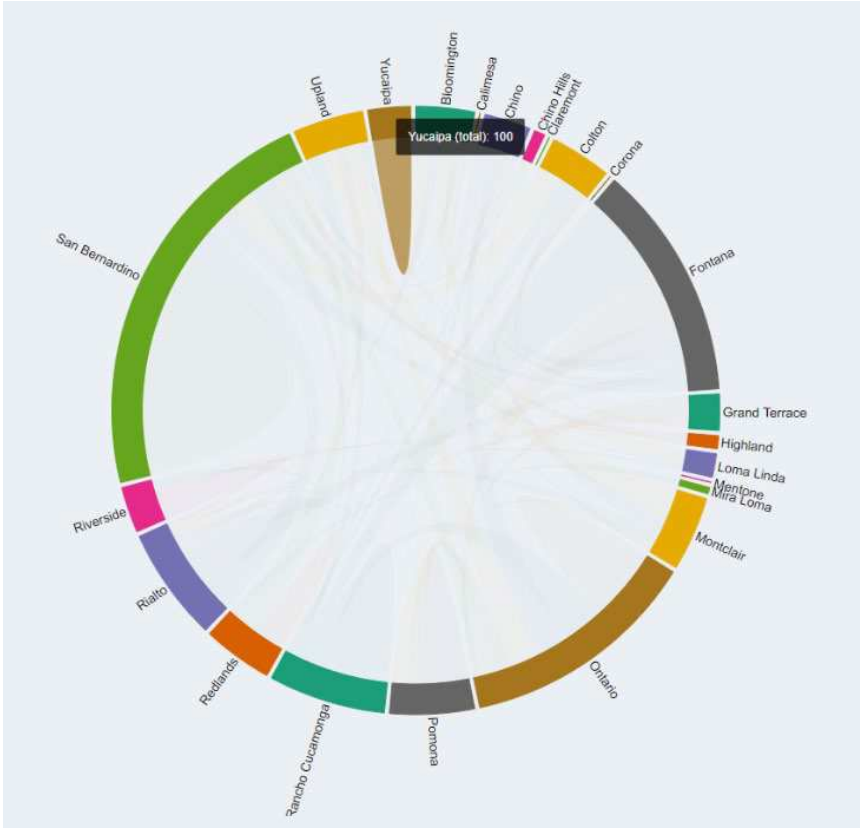
Upland: Existing Transit



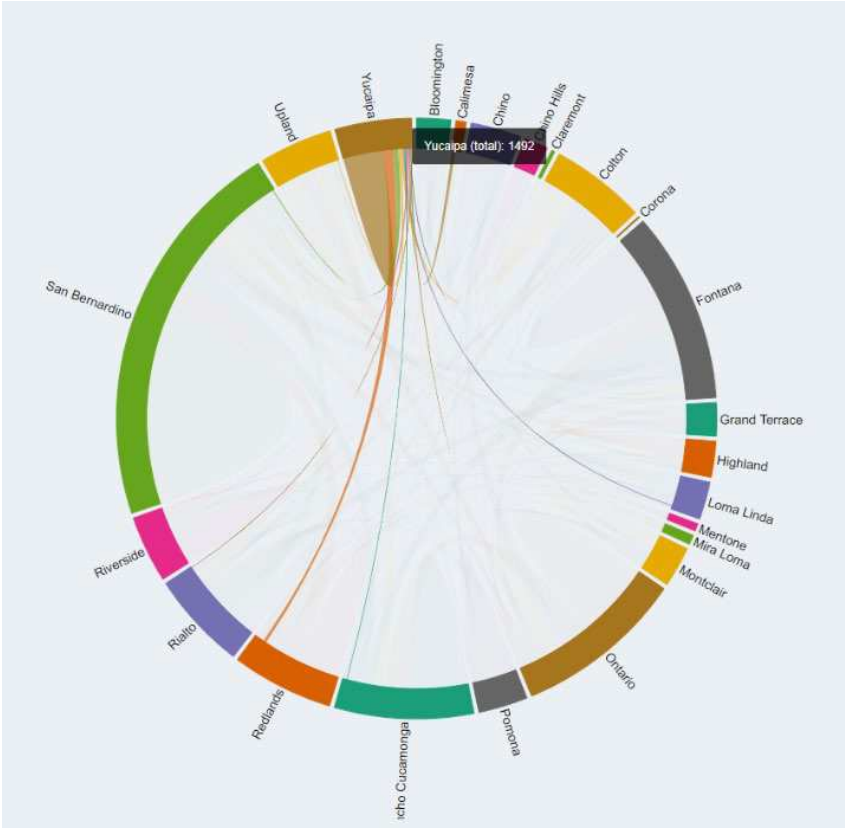
Upland: Potential Transit



Yucaipa: Existing Transit



Yucaipa: Potential Transit





Item #: E3

DATE: October 15, 2020
TO: Committee Chair Sam Spagnolo and Members of the Administrative and Finance Committee
THROUGH: Erin Rogers, CEO/General Manager
FROM: Suzanne Pfeiffer, Director of Human Resources
SUBJECT: **New Policy: Electronic Devices**

Form Motion

Receive and forward to the Board of Directors for approval.

Background

This new policy complements language that is currently in the Coach Operator's Handbook as well as the new MOU between ATU and Omnitrans. Additional policy provisions apply to all employees and provide clarity on what is considered an electronic device as well as when and where devices can and cannot be used. This policy supports our Safety, Security and Resiliency Strategic Initiative.

Conclusion

Receive and forward to the Board of Directors for approval. Approving this policy will continue to enhance the Agency's safety culture.

ER:SP

Attachments

A. New Policy: Electronic Devices

 PERSONNEL POLICY MANUAL	POLICY PAGE 1 OF 2
SUBJECT Electronic Devices	APPROVED BY OMNITRANS BOARD OF DIRECTORS DATE:

I. Purpose

This policy is to ensure the safety of all employees and the general public by promoting a safety culture through governing the use of cell phones and other electronic devices. It should be understood by all employees that use of cell phones and other electronic devices creates a distraction that can result in unsafe conditions.

II. Scope

This policy applies to all employees while operating any Omnitrans vehicle or at any time while on any Omnitrans property, whether on foot or using any type of Omnitrans equipment. In all circumstances and in order to maintain the highest standard of safety, employees shall not use these devices while walking through the facilities including bus yards, green zones, and parking lots. This does not include breakroom areas or inside administrative offices.

III. Policy

Cellular phones and other transmitting or receiving devices may not be used while driving an Omnitrans vehicle or at any time while on Omnitrans property, whether on foot or while using any type of Omnitrans equipment. This includes the green zone of the yard. An electronic device includes, but is not limited to:

Cell phones (personal or company supplied), tablets, watches, smartwatches, any listening device that might transmit music or lectures, earbuds, wireless headsets, wireless earbuds, or any future type of electronic device.

Employees violating this policy will be subject to discipline up to and including termination. Bargaining unit members should refer to the MOU if applicable.

IV. PROCEDURE:

Procedures to follow outside the bus yard:

Under emergency conditions, an employee may need to use a cell phone to call Dispatch or a supervisor (depending on department procedures). The proper procedure is to park the bus or company vehicle in a safe location, exit the vehicle, and make the necessary communication. Under no circumstances should an employee remain in the driver's seat to use their cell phone. If conditions do not permit exiting the vehicle, employees must get out of the seat



PERSONNEL POLICY MANUAL

POLICY

PAGE 2 OF 2

SUBJECT

Electronic Devices

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE:

before making an emergency call, unless otherwise authorized under Section V.

All devices must be stowed (out of reach of the employee's immediate work area) and not in the employee's immediate possession when driving an Omnitrans vehicle, unless otherwise authorized under Section V. Immediate possession includes the following:

Shirt pocket, pants/short pocket, safety vest pocket, belt holder, or other type of holder/pack, or in the employees' immediate work area.

Procedures to follow in the bus yard:

Cell phones or any other electronic devices as described above are not to be used in the bus yard, including the green zone.

Should it be necessary to contact dispatch from the bus yard, the following will be observed:

Use the bus radio to contact dispatch. If your assigned bus is missing, use the radio in another nearby bus.

V. EXCEPTIONS:

Employees and/or contractors required to use electronic devices to perform duties should get clearance from the department Director prior to performing those duties.



Item #: E4

DATE: October 15, 2020

TO: Committee Chair Sam Spagnolo and Members of the Administrative and Finance Committee

THROUGH: Erin Rogers, CEO/General Manager

FROM: Teresa Villa, Contracts Manager

SUBJECT: **Authorize Award – Contract HRS21-03 (A-C) Temporary Employment Services**

Form Motion

Recommend the Board of Directors authorize the CEO/General Manager to award Contracts HRS21-03 (A-C) as listed below for the provision of Temporary Employment Services for a three (3) year period beginning January 4, 2021 and ending January 3, 2024 and the authority to exercise two (2) single option years, extending the contracts to no later than January 3, 2026, in the aggregate amount of \$549,000 plus a ten percent contingency of \$54,900, for a total not-to-exceed amount of \$603,900.

List of contracts for authorization:

Contract Number	Contractor
HRS21-03A	Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services of Glendale, CA.
HRS21-03B	CathyJon Enterprises, Inc. dba HB Staffing of Huntington Beach, CA.
HRS21-03C	Johnson Service Group, Inc. of Westmont, IL.

Background

Temporary personnel services are required when unexpected staffing shortfalls occur due to prolonged illnesses, leaves of absence, and extended position vacancies due unforeseeable circumstances. Assignments vary in length based on the Agency's actual requirements. Current Contracts HRS16-28A-C are due to expire January 3, 2021.

On July 1, 2020, Board approved release of Request for Proposals RFP-HRS21-03. Notices were published in two (2) local newspapers of general circulation and posted on Omnitrans' online bidding system.

Six (6) proposals were received by the July 29, 2020 deadline. All were deemed responsive and evaluated in accordance with the selection criteria included in the RFP and were ranked from highest to lowest.

Selection Criteria	Total Points Possible	AppleOne Employment Services	HB Staffing	Johnson Service Group	RADgov, Inc.	SoftHQ, Inc.	Staff Today, Inc.
Qualifications of Firm	35	30.92	30.92	29.75	26.83	25.08	23.92
Quality of Work Plan	25	21.25	23.33	18.75	17.92	17.50	17.50
Experience	20	17.67	17.33	16.00	14.67	14.33	14.67
Technical Total	80	69.84	71.58	64.50	59.42	56.91	56.09
Cost/Price	20	20.00	15.63	16.64	13.58	15.70	15.06
Totals	100	89.84	87.21	81.14	73.00	72.61	71.15

AppleOne, HB Staffing and Johnson Services are the highest ranked proposers. AppleOne has over 50 years providing temporary staffing services and extensive history partnering with public agencies. They offer a team with excellent experience, qualifications and education. HB Staffing provides 60% of their business to Public Employers, has a large pool of pre-qualified candidates, and added a branch in Redlands to accommodate Omnitrans and other Public Employers in the area. Johnson Service Group was founded in 1984, has strong client references and will provide six professional recruiters to service Omnitrans' account. HB Staffing proposed rates for all positions. AppleOne and Johnson Services proposed rates for all non-represented and a portion of the represented positions.

The solicitation stated that Omnitrans could award Contract(s) to multiple firms as a result of this RFP to the highest ranked Proposer(s) based on the evaluation criteria. Staff recommends that the Board of Directors approve awarding contracts to the three highest ranked proposers to ensure the availability of temporary staff in all positions as needed.

Conclusion

By proceeding with this award, Omnitrans will have the ability to maintain proper staffing levels when unexpected personnel shortfalls occur.

ER:AT:CV

Attachments

A. Contracts HRS21-03(A-C)



CONTRACT AGREEMENT

between

CONSULTANT)
Howroyd-Wright Employment Agency, Inc.)
dba AppleOne Employment Services)
327 West Broadway)
Glendale, CA 91204)
Contact: Mark Petrash, Project Manager)
Telephone: (949) 683-2973)
Email: mpetrash@appleone.com)
Remit Address)
Howroyd-Wright Employment Agency, Inc.)
dba AppleOne Employment Services)
PO Box 29048)
Glendale, CA 91209-9048)

CONTRACT DOCUMENTS
CONTRACT NO. RFP-HRS21-03A
TEMPORARY EMPLOYMENT
SERVICES

And)
OmniTrans)
1700 West Fifth Street)
San Bernardino, CA 92411)
(hereinafter "OMNITRANS"))

Contract Amount: \$30,000

OmniTrans Project Manager:

Name: Denise Gibson
Title: HR Analyst
Telephone: (909) 379-262
Email: denise.gibson@omnitrans.org

Contract Administrator:

Name: Christine Van Matre
Title: Contract Administrator
Telephone: (909) 379-7122
Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – WEAPONS PROHIBITED IN THE WORK PLACE POLICY 707

ATTACHMENT C – PRICING SCHEDULE

This Agreement is made and entered into as of this 4TH day of January 2021, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONSULTANT has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONSULTANT will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another consultant or entity. CONSULTANT will cooperate fully with OMNITRANS' staff or other consultant or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through January 3, 2024, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONSULTANTS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from January 4, 2024 through January 3, 2026, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
 - 1) Any options that were requested by Omnitrans and/or contained in the Consultant's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Consultant's proposed pricing for the option years and additional services are considered in evaluating the Consultant's original proposal and form the basis for awarding the contract, Consultant shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Consultant of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONSULTANT's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONSULTANT on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed **Thirty Thousand Dollars (\$30,000)**, including all amounts payable to CONSULTANT for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONSULTANT shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONSULTANT shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONSULTANT shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
 - Invoice number
 - Description of delivery
 - Delivery Date
 - Total quantity delivered
 - Information as requested by OMNITRANS
- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager. Invoices are approved within 5 – 10 business days of receipt.

In the event OMNITRANS should overpay CONSULTANT, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONSULTANT shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONSULTANT under this Agreement or any other Agreement between OMNITRANS and CONSULTANT.

6. AUDIT AND INSPECTION OF RECORDS

CONSULTANT agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONSULTANT for a period of three (3) years after completion of this Agreement

unless OMNITRANS' written permission is given to CONSULTANT to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Christine Van Matre
Title: Contract Administrator

To CONSULTANT:

Howroyd-Wright Employment Agency
Dba AppleOne Employment Services
16347 Beach Blvd. Suite 240
Huntington Beach, CA 92647
Attn: Rick H. Hagmann
Title: VP Operations and Client Service
Email: govservices@appleone.com

8. OMNITRANS' AND CONSULTANT'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Denise Gibson, HR Analyst

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONSULTANT which have not been performed to OMNITRANS' satisfaction.
 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONSULTANT all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Consultant's Key Personnel

The following are CONSULTANT's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Mark Petrash, Branch/Project Manager	Primary point of contact (949) 683-2973 mpetrash@appleone.com
Maricela Caro, Asst. Project Manager	(951) 805-5689 mcaro@appleone.com

Any proposed/substitution or replacement by Consultant of Consultant's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does indeed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONSULTANT based on OMNITRANS' confidence and reliance on the expertise of CONSULTANT's key personnel described above. CONSULTANT shall not reassign key personnel or assign other personnel to key personnel roles until CONSULTANT obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONSULTANT and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONSULTANT specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONSULTANT shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONSULTANT fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONSULTANT written notice of such default. If CONSULTANT does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONSULTANT's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONSULTANT violates Section 29, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. This section removed.

- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- H. In the case of failure to pay monies due to CONSULTANT in accordance with Section 4 of the Agreement, CONSULTANT may terminate this Agreement following thirty (30) days written notice to Omnitrans unless such failure is cured within said thirty (30) day period.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

- A. OMNITRANS hereby consents to CONSULTANT's subcontracting of portions of the Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in each subcontract agreement the stipulation that CONSULTANT, not OMNITRANS, is solely responsible for payment to the subconsultant for all amounts owing and that the subconsultant shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONSULTANT.
- B. CONSULTANT shall not, without the express written consent of Omnitrans, either:
 - a. Substitute any person, firm, or corporation as subconsultant in place of the subconsultants identified below; or
 - b. Permit any subcontract to be assigned or transferred; or

- c. Allow work to be performed by anyone other than the original subconsultant listed below.

N/A

- C. CONSULTANT shall report subconsultant awards and payments via a Web-based system on a monthly basis unless Omnitrans approves in writing the use of a Subconsultants Paid Report and Payment Verification form.

14. INDEPENDENT CONSULTANT

CONSULTANT's relationship to OMNITRANS in the performance of this Agreement is that of an independent Consultant. CONSULTANT's personnel performing Work under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of OMNITRANS. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Consultant

- a. Without limiting or diminishing the Consultant's obligation to indemnify or hold Omnitrans harmless, Consultant shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Consultant's performance of its obligations hereunder and if Consultant's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Consultant shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Consultant's insurance and shall not be construed as contributory.
2. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Consultant has employees as defined by the State of California, the Consultant shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Consultant shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

5) **Verification of Coverage**

- a. Consultant shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Consultant may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subconsultants**

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written or electronic notice, and are required to be maintained in force until completion of the contract.

B. MINIMUM INSURANCE COVERAGE

If the Consultant maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

- 3) ☒ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☒ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.

16. INDEMNITY

CONSULTANT shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONSULTANT) arising from or connected with any alleged act and/or omission of CONSULTANT, its officers, directors, employees, agents, Subconsultants or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONSULTANT shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONSULTANT under this Agreement is to be released by CONSULTANT to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONSULTANT shall be permitted to retain copies of such items

for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONSULTANT's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Consultant, its Third Party Software Consultants and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONSULTANT, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Consultant shall require all of its subconsultants and suppliers (including without limitation its Third Party Software Consultants) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Consultant shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Consultant or its Third Party Software Consultants, and all Documentation and Software which is created by Consultant or its Third Party Software Consultants shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed

Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONSULTANT, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONSULTANT further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, consultants or subconsultants.

22. SUBMITTAL OF CLAIMS BY CONSULTANT

CONSULTANT shall file any and all claims with OMNITRANS’ Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONSULTANT.

Even though a claim may be filed and/or in review by OMNITRANS, CONSULTANT shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONSULTANT shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONSULTANT shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONSULTANT shall perform and exercise, and require its subconsultants to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of Performance” for purposes of this Agreement. The provisions of this

paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONSULTANT's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONSULTANT shall provide written notice to OMNITRANS disclosing the identity of any individual who CONSULTANT desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONSULTANT. CONSULTANT's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONSULTANT shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONSULTANT or its subconsultant(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONSULTANT or subconsultant(s).

27. COMPLIANCE WITH LAW

- A. CONSULTANT shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONSULTANT shall also comply with all Federal, state and local laws and ordinances.
- B. Government regulations that directly affect the CONSULTANT'S performance of this contract and unforeseen impacts, which neither party could have

contemplated at the onset of the contract and have an unconscionable impact on the CONSULTANT may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Consultant's claim to any relief under this clause.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Not applicable

29. COMPLIANCE WITH LOBBYING POLICIES

- A. CONSULTANT agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONSULTANT (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

30. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONSULTANT in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONSULTANT. OMNITRANS will endeavor to notify CONSULTANT of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or consultants.
- C. In the event of litigation concerning the disclosure of any material submitted by CONSULTANT, OMNITRANS' sole involvement will be as a stake

holder, retaining the material until otherwise ordered by a court. CONSULTANT, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

31. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

32. FORCE MAJEURE

Performance of each and all CONSULTANT's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONSULTANT's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONSULTANT's or OMNITRANS' control.

33. CONFIDENTIALITY

CONSULTANT agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONSULTANT in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONSULTANT agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

34. CONSULTANT'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONSULTANT for advertising or public relations purposes prior to publication. CONSULTANT shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONSULTANT shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONSULTANT's firm, service, and/or product.

- B. CONSULTANT shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONSULTANT receives a complaint from a citizen or the community, CONSULTANT shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

35. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

36. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The CONSULTANT warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and consultants and subconsultants shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONSULTANT further warrants that it shall not retain or employ an unlicensed subconsultant to perform work on this Project. CONSULTANT shall notify OMNITRANS immediately and in writing of its employees', agents', consultants' or subconsultants' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. CONSULTANT shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and

regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-HRS21-03 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONSULTANT's proposal dated July 29, 2020 and its Appendices, Exhibits, Attachments.

37. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONSULTANT and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

Howroyd-Wright Employment Agency, Inc.
dba AppleOne Employment Services

Erin Rogers
CEO/General Manager

Michael A. Hoyal
Chief Financial Officer

Date

Date

Federal Tax I.D. No. 95-2580864

DP Ad

UNION-REPRESENTED POSITIONS

Billable rates include direct costs, indirect costs, and profits. Hourly wage rates are the current wage rates per the MOU between Omnitrans and the Teamster Union through June 30, 2021. Propose billable hourly rates for first year and percentage over wages for future billable rates.

Position	Hourly Wage	Billable Rate	Percentage over Hourly Wage				
		Base Year 1	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Represented - Teamsters			%	%	%	%	%
Accounting Clerk	\$17.06	\$25.25	48	48	48	49	50
Admin Clerk	\$17.06	\$25.25	48	48	48	49	50
Building Maintenance Mechanic	\$26.13						
Body/Paint Worker	\$26.13						
Custodian	\$16.22						
Customer Service Representative I	\$16.09	\$23.81	48	48	48	49	50
Equipment Mechanic	\$26.13						
Maintenance Clerk	\$16.09	\$23.81	48	48	48	49	50
Mechanic Helper	\$21.26						
Parts Clerk	\$17.06	\$25.25	48	48	48	49	50
Tire Repair Worker	\$19.04						
Utility Service Worker	\$16.60						

Enter below the proposed rates for each of the positions described in Attachment A - Scope of Work, Exhibit B. Billable rates shall include direct costs, indirect costs, and profits. Omnitrans intends to award a firm-fixed priced contract(s).

Base Year 1

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$24.51	\$36.27
2	Human Resources Analyst	\$24.51	\$36.27
3	Contract Review Analyst	\$22.81	\$33.76
4	Marketing Specialist	\$22.81	\$33.76
5	Planner 1	\$22.81	\$33.76
6	Sr. Administrative Assistant	\$22.81	\$33.76
7	Sr. Fleet Analyst	\$22.81	\$33.76
8	Administrative Assistant	\$19.52	\$28.89
9	Paratransit Eligibility Technician	\$22.81	\$33.76
10	Human Resources Technician	\$19.52	\$28.89
11	Payroll Technician	\$21.00	\$31.08
12	Warranty Coordinator	\$19.52	\$28.89
13	Human Resources Assistant	\$21.00	\$31.08

Base Year 2

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$24.51	\$36.27
2	Human Resources Analyst	\$24.51	\$36.27
3	Contract Review Analyst	\$22.81	\$33.76
4	Marketing Specialist	\$22.81	\$33.76
5	Planner 1	\$22.81	\$33.76
6	Sr. Administrative Assistant	\$22.81	\$33.76
7	Sr. Fleet Analyst	\$22.81	\$33.76
8	Administrative Assistant	\$19.52	\$28.89
9	Paratransit Eligibility Technician	\$22.81	\$33.76
10	Human Resources Technician	\$19.52	\$28.89
11	Payroll Technician	\$21.00	\$31.08
12	Warranty Coordinator	\$19.52	\$28.89
13	Human Resources Assistant	\$21.00	\$31.08

Base Year 3

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$24.51	\$36.27

2	Human Resources Analyst	\$24.51	\$36.27
3	Contract Review Analyst	\$22.81	\$33.76
4	Marketing Specialist	\$22.81	\$33.76
5	Planner 1	\$22.81	\$33.76
6	Sr. Administrative Assistant	\$22.81	\$33.76
7	Sr. Fleet Analyst	\$22.81	\$33.76
8	Administrative Assistant	\$19.52	\$28.89
9	Paratransit Eligibility Technician	\$22.81	\$33.76
10	Human Resources Technician	\$19.52	\$28.89
11	Payroll Technician	\$21.00	\$31.08
12	Warranty Coordinator	\$19.52	\$28.89
13	Human Resources Assistant	\$21.00	\$31.08

Option Year 1

Item	Position Description Non-Represented	Hourly Wage	Billable Rate
1	Accountant	\$24.51	\$36.27
2	Human Resources Analyst	\$24.51	\$36.27
3	Contract Review Analyst	\$22.81	\$33.76
4	Marketing Specialist	\$22.81	\$33.76
5	Planner 1	\$22.81	\$33.76
6	Sr. Administrative Assistant	\$22.81	\$33.76
7	Sr. Fleet Analyst	\$22.81	\$33.76
8	Administrative Assistant	\$19.52	\$28.89
9	Paratransit Eligibility Technician	\$22.81	\$33.76
10	Human Resources Technician	\$19.52	\$28.89
11	Payroll Technician	\$21.00	\$31.08
12	Warranty Coordinator	\$19.52	\$28.89
13	Human Resources Assistant	\$21.00	\$31.08

Option Year 2

Item	Position Description Non-Represented	Hourly Wage	Billable Rate
1	Accountant	\$24.51	\$36.27
2	Human Resources Analyst	\$24.51	\$36.27
3	Contract Review Analyst	\$22.81	\$33.76
4	Marketing Specialist	\$22.81	\$33.76
5	Planner 1	\$22.81	\$33.76
6	Sr. Administrative Assistant	\$22.81	\$33.76
7	Sr. Fleet Analyst	\$22.81	\$33.76
8	Administrative Assistant	\$19.52	\$28.89
9	Paratransit Eligibility Technician	\$22.81	\$33.76
10	Human Resources Technician	\$19.52	\$28.89
11	Payroll Technician	\$21.00	\$31.08

12	Warranty Coordinator	<u>\$19.52</u>	<u>\$28.89</u>
13	Human Resources Assistant	<u>\$21.00</u>	<u>\$31.08</u>

Represented and non-represented pricing includes everything necessary to perform the requirements of the contract. Consultant's bid pricing shall remain firm for a period of one-hundred eighty (180) days after the stated proposal deadline date.

Company Name	Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services
Legal Structure (corp./partner/proprietor)	S Corporation
Principle Office Address	327 W. Broadway
City, ST, Zip	Glendale, CA 91204
Phone Number	(866) 493-8343
E-Mail	govsolutions@appleone.com
Federal Employer Identification Number	95-2580864
Title of Person Authorized to Bind Firm	Chief Financial Officer
Print Name of Person Authorized to Bind Firm	Michael A. Hoyal
Date Signed and Authorized Signature	<u>Michael A. Hoyal 7/27/2020</u>



CONTRACT AGREEMENT

between

CONSULTANT)

CathyJon Enterprises, Inc.)

dba HB Staffing)

2120 Main Street, Suite 250)

Huntington Beach CA 92648)

Contact: Cathy Volpe, President)

Telephone: 714-960-2800)

Email: cvee@hbstaffing.com)

Remit Address)

same)

And)

Omnitrans)

1700 West Fifth Street)

San Bernardino, CA 92411)

(hereinafter "OMNITRANS"))

CONTRACT DOCUMENTS

CONTRACT NO. RFP-HRS21-03B

**TEMPORARY EMPLOYMENT
SERVICES**

Contract Amount: \$90,000

Omnitrans Project Manager:

Name: Denise Gibson

Title: HR Analyst

Telephone: (909) 379-262

Email:

denise.gibson@omnitrans.org

Contract Administrator:

Name: Christine Van Matre

Title: Contract Administrator

Telephone: (909) 379-7122

Email:

christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – WEAPONS PROHIBITED IN THE WORK PLACE POLICY 707

ATTACHMENT C – PRICING SCHEDULE

This Agreement is made and entered into as of this 4TH day of January 2021, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and CathyJon Enterprises, Inc. dba HB Staffing (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONSULTANT has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONSULTANT will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another consultant or entity. CONSULTANT will cooperate fully with OMNITRANS' staff or other consultant or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through January 3, 2024, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONSULTANTS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from January 4, 2024 through January 3, 2026, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
 - 1) Any options that were requested by Omnitrans and/or contained in the Consultant's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Consultant's proposed pricing for the option years and additional services are considered in evaluating the Consultant's original proposal and form the basis for awarding the contract, Consultant shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Consultant of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONSULTANT's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONSULTANT on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed **Ninety Thousand Dollars (\$90,000)**, including all amounts payable to CONSULTANT for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONSULTANT shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONSULTANT shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONSULTANT shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
 - Invoice number
 - Description of delivery
 - Delivery Date
 - Total quantity delivered
 - Information as requested by OMNITRANS
- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager. Invoices are approved within 5 – 10 business days of receipt.

In the event OMNITRANS should overpay CONSULTANT, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONSULTANT shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONSULTANT under this Agreement or any other Agreement between OMNITRANS and CONSULTANT.

6. AUDIT AND INSPECTION OF RECORDS

CONSULTANT agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONSULTANT for a period of three (3) years after completion of this Agreement

unless OMNITRANS' written permission is given to CONSULTANT to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Christine Van Matre
Title: Contract Administrator

To CONSULTANT:

CathyJon Enterprises, Inc.
dba HB Staffing
2120 Main Street
Huntington Beach CA 92648
Attn: Cathy Volpe, President

8. OMNITRANS' AND CONSULTANT'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Denise Gibson, HR Analyst

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 2. Reserve the right to remove any portion of the Work from CONSULTANT which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONSULTANT all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Consultant's Key Personnel

The following are CONSULTANT's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Cathy Volpe, President/Dir of QA service	contract compliance/customer
Jonathan Paul, VP/Contracts Mgr reports	contract mgmt. / invoices /
Elaine Blum, Sr. Staffing Mgr.	point of contact for job orders
Megan Ignacio, Staffing Mgr.	alternate contact for job orders

Any proposed/substitution or replacement by Consultant of Consultant's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does indeed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONSULTANT based on OMNITRANS' confidence and reliance on the expertise of CONSULTANT's key personnel described above. CONSULTANT shall not reassign key personnel or assign other personnel to key personnel roles until CONSULTANT obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONSULTANT and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONSULTANT specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONSULTANT shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONSULTANT fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONSULTANT written notice of such default. If CONSULTANT does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONSULTANT's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONSULTANT violates Section 29, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. This section removed.

- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- H. In the case of failure to pay monies due to CONSULTANT in accordance with Section 4 of the Agreement, CONSULTANT may terminate this Agreement following thirty (30) days written notice to Omnitrans unless such failure is cured within said thirty (30) day period.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

- A. OMNITRANS hereby consents to CONSULTANT's subcontracting of portions of the Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in each subcontract agreement the stipulation that CONSULTANT, not OMNITRANS, is solely responsible for payment to the subconsultant for all amounts owing and that the subconsultant shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONSULTANT.
- B. CONSULTANT shall not, without the express written consent of Omnitrans, either:
 - a. Substitute any person, firm, or corporation as subconsultant in place of the subconsultants identified below; or
 - b. Permit any subcontract to be assigned or transferred; or

- c. Allow work to be performed by anyone other than the original subconsultant listed below.

N/A

- C. CONSULTANT shall report subconsultant awards and payments via a Web-based system on a monthly basis unless Omnitrans approves in writing the use of a Subconsultants Paid Report and Payment Verification form.

14. INDEPENDENT CONSULTANT

CONSULTANT's relationship to OMNITRANS in the performance of this Agreement is that of an independent Consultant. CONSULTANT's personnel performing Work under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of OMNITRANS. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Consultant

- a. Without limiting or diminishing the Consultant's obligation to indemnify or hold Omnitrans harmless, Consultant shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Consultant's performance of its obligations hereunder and if Consultant's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Consultant shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Consultant's insurance and shall not be construed as contributory.
2. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Consultant has employees as defined by the State of California, the Consultant shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Consultant shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

5) **Verification of Coverage**

- a. Consultant shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Consultant may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subconsultants**

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written or electronic notice, and are required to be maintained in force until completion of the contract.

B. MINIMUM INSURANCE COVERAGE

If the Consultant maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

- 3) ☒ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☒ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.

16. INDEMNITY

CONSULTANT shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONSULTANT) arising from or connected with any alleged act and/or omission of CONSULTANT, its officers, directors, employees, agents, Subconsultants or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONSULTANT shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONSULTANT under this Agreement is to be released by CONSULTANT to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONSULTANT shall be permitted to retain copies of such items

for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONSULTANT's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Consultant, its Third Party Software Consultants and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONSULTANT, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Consultant shall require all of its subconsultants and suppliers (including without limitation its Third Party Software Consultants) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Consultant shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Consultant or its Third Party Software Consultants, and all Documentation and Software which is created by Consultant or its Third Party Software Consultants shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed

Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONSULTANT, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONSULTANT further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, consultants or subconsultants.

22. SUBMITTAL OF CLAIMS BY CONSULTANT

CONSULTANT shall file any and all claims with OMNITRANS’ Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONSULTANT.

Even though a claim may be filed and/or in review by OMNITRANS, CONSULTANT shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONSULTANT shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONSULTANT shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONSULTANT shall perform and exercise, and require its subconsultants to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of Performance” for purposes of this Agreement. The provisions of this

paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONSULTANT's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONSULTANT shall provide written notice to OMNITRANS disclosing the identity of any individual who CONSULTANT desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONSULTANT. CONSULTANT's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONSULTANT shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONSULTANT or its subconsultant(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONSULTANT or subconsultant(s).

27. COMPLIANCE WITH LAW

- A. CONSULTANT shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONSULTANT shall also comply with all Federal, state and local laws and ordinances.
- B. Government regulations that directly affect the CONSULTANT'S performance of this contract and unforeseen impacts, which neither party could have

contemplated at the onset of the contract and have an unconscionable impact on the CONSULTANT may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Consultant's claim to any relief under this clause.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Not applicable

29. COMPLIANCE WITH LOBBYING POLICIES

- A. CONSULTANT agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONSULTANT (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

30. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONSULTANT in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONSULTANT. OMNITRANS will endeavor to notify CONSULTANT of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or consultants.
- C. In the event of litigation concerning the disclosure of any material submitted by CONSULTANT, OMNITRANS' sole involvement will be as a stake

holder, retaining the material until otherwise ordered by a court. CONSULTANT, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

31. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

32. FORCE MAJEURE

Performance of each and all CONSULTANT's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONSULTANT's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONSULTANT's or OMNITRANS' control.

33. CONFIDENTIALITY

CONSULTANT agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONSULTANT in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONSULTANT agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

34. CONSULTANT'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONSULTANT for advertising or public relations purposes prior to publication. CONSULTANT shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONSULTANT shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONSULTANT's firm, service, and/or product.

- B. CONSULTANT shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONSULTANT receives a complaint from a citizen or the community, CONSULTANT shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

35. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

36. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The CONSULTANT warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and consultants and subconsultants shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONSULTANT further warrants that it shall not retain or employ an unlicensed subconsultant to perform work on this Project. CONSULTANT shall notify OMNITRANS immediately and in writing of its employees', agents', consultants' or subconsultants' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. CONSULTANT shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and

regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-HRS21-03 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONSULTANT's proposal dated July 28, 2020 and its Appendices, Exhibits, Attachments.

37. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONSULTANT and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

CATHYJON ENTERPRISES, INC.
HB STAFFING

Erin Rogers
CEO/General Manager

Cathy Volpe
President

Date

Date

Federal Tax I.D. No. 33-0907010

DP Ad

UNION-REPRESENTED POSITIONS

Billable rates include direct costs, indirect costs, and profits. Hourly wage rates are the current wage rates per the MOU between Omnitrans and the Teamster Union through June 30, 2021. Propose billable hourly rates for first year and percentage over wages for future billable rates.

Position	Hourly Wage	Billable Rate	Percentage over Hourly Wage				
		Base Year 1	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Represented - Teamsters			%	%	%	%	%
Accounting Clerk	\$17.06						
Admin Clerk	\$17.06						
Building Maintenance Mechanic	\$26.13						
Body/Paint Worker	\$26.13						
Custodian	\$16.22						
Customer Service Representative I	\$16.09						
Equipment Mechanic	\$26.13						
Maintenance Clerk	\$16.09						
Mechanic Helper	\$21.26						
Parts Clerk	\$17.06						
Tire Repair Worker	\$19.04						
Utility Service Worker	\$16.60						

Enter below the proposed rates for each of the positions described in Attachment A - Scope of Work, Exhibit B. Billable rates shall include direct costs, indirect costs, and profits. Omnitrans intends to award a firm-fixed priced contract(s).

Base Year 1

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$28.69	\$39.31
2	Human Resources Analyst	\$28.69	\$39.31
3	Contract Review Analyst	\$25.17	\$34.48
4	Marketing Specialist	\$25.17	\$34.48
5	Planner 1	\$25.17	\$34.48
6	Sr. Administrative Assistant	\$25.17	\$34.48
7	Sr. Fleet Analyst	\$25.17	\$34.48
8	Administrative Assistant	\$21.33	\$29.22
9	Paratransit Eligibility Technician	\$21.33	\$29.22
10	Human Resources Technician	\$21.33	\$29.22
11	Payroll Technician	\$21.33	\$29.22
12	Warranty Coordinator	\$21.33	\$29.22
13	Human Resources Assistant	\$18.08	\$24.77

Base Year 2

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$28.69	\$39.31
2	Human Resources Analyst	\$28.69	\$39.31
3	Contract Review Analyst	\$25.17	\$34.48
4	Marketing Specialist	\$25.17	\$34.48
5	Planner 1	\$25.17	\$34.48
6	Sr. Administrative Assistant	\$25.17	\$34.48
7	Sr. Fleet Analyst	\$25.17	\$29.22
8	Administrative Assistant	\$21.33	\$29.22
9	Paratransit Eligibility Technician	\$21.33	\$29.22
10	Human Resources Technician	\$21.33	\$29.22
11	Payroll Technician	\$21.33	\$29.22
12	Warranty Coordinator	\$21.33	\$29.22
13	Human Resources Assistant	\$18.08	\$24.77

Base Year 3

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$28.69	\$39.88

2	Human Resources Analyst	\$28.69	\$39.88
3	Contract Review Analyst	\$25.17	\$34.99
4	Marketing Specialist	\$25.17	\$34.99
5	Planner 1	\$25.17	\$34.99
6	Sr. Administrative Assistant	\$25.17	\$34.99
7	Sr. Fleet Analyst	\$25.17	\$34.99
8	Administrative Assistant	\$21.33	\$29.65
9	Paratransit Eligibility Technician	\$21.33	\$29.65
10	Human Resources Technician	\$21.33	\$29.65
11	Payroll Technician	\$21.33	\$29.65
12	Warranty Coordinator	\$21.33	\$29.65
13	Human Resources Assistant	\$18.08	\$25.13

Option Year 1

Item	Position Description Non-Represented	Hourly Wage	Billable Rate
1	Accountant	\$28.69	\$39.88
2	Human Resources Analyst	\$28.69	\$39.88
3	Contract Review Analyst	\$25.17	\$34.99
4	Marketing Specialist	\$25.17	\$34.99
5	Planner 1	\$25.17	\$34.99
6	Sr. Administrative Assistant	\$25.17	\$34.99
7	Sr. Fleet Analyst	\$25.17	\$34.99
8	Administrative Assistant	\$21.33	\$29.65
9	Paratransit Eligibility Technician	\$21.33	\$29.65
10	Human Resources Technician	\$21.33	\$29.65
11	Payroll Technician	\$21.33	\$29.65
12	Warranty Coordinator	\$21.33	\$29.65
13	Human Resources Assistant	\$18.08	\$25.13

Option Year 2

Item	Position Description Non-Represented	Hourly Wage	Billable Rate
1	Accountant	\$28.69	\$40.45
2	Human Resources Analyst	\$28.69	\$40.45
3	Contract Review Analyst	\$25.17	\$35.49
4	Marketing Specialist	\$25.17	\$35.49
5	Planner 1	\$25.17	\$35.49
6	Sr. Administrative Assistant	\$25.17	\$35.49
7	Sr. Fleet Analyst	\$25.17	\$35.49
8	Administrative Assistant	\$21.33	\$30.08
9	Paratransit Eligibility Technician	\$21.33	\$30.08
10	Human Resources Technician	\$21.33	\$30.08
11	Payroll Technician	\$21.33	\$30.08

12	Warranty Coordinator	<u>\$21.33</u>	<u>\$30.08</u>
13	Human Resources Assistant	<u>\$18.08</u>	<u>\$25.49</u>

Represented and non-represented pricing includes everything necessary to perform the requirements of the contract. Consultant's bid pricing shall remain firm for a period of one-hundred eighty (180) days after the stated proposal deadline date.

Company Name	<u>CathyJon Enterprises, Inc., DBA HB Staffing</u>
Legal Structure (corp./partner/proprietor)	<u>California C-Corporation</u>
Principle Office Address	<u>2120 Main Street, Suite #250</u>
City, ST, Zip	<u>Huntington Beach, CA 92648</u>
Phone Number	<u>(714) 960-2800</u>
E-Mail	<u>cvee@hbstaffing.com</u>
Federal Employer Identification Number	<u>33-0907010</u>
Title of Person Authorized to Bind Firm	<u>President</u>
Print Name of Person Authorized to Bind Firm	<u>Cathy Volpe</u>
Date Signed and Authorized Signature	<u>July 28, 2020 </u>



CONTRACT AGREEMENT

between

CONSULTANT
Johnson Service Group, Inc.
One E. Oak Hill Drive, Suite 200
Westmont, IL 60559

Contact: Jay Kerrigan, Dir. Business Dev.
Telephone: (925-989-5240 (cell)
Email: jkerrigan@sdginc.com

Remit Address:
PO Box 734388
Chicago, IL 60673-4388
Email: accountsreceivable@jsginc.com

And

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
(hereinafter "OMNITRANS")

CONTRACT DOCUMENTS

CONTRACT NO. RFP-HRS21-03C

TEMPORARY EMPLOYMENT SERVICES

Contract Amount: \$30,000

Omnitrans Project Manager:

Name: Denise Gibson
Title: HR Analyst
Telephone: (909) 379-262
Email:
denise.gibson@omnitrans.org

Contract Administrator:

Name: Christine Van Matre
Title: Contract Administrator
Telephone: (909) 379-7122
Email:
christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – WEAPONS PROHIBITED IN THE WORK PLACE POLICY 707

ATTACHMENT C – PRICING SCHEDULE

This Agreement is made and entered into as of this 4TH day of January 2021, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Johnson Services Group, Inc. (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONSULTANT has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONSULTANT will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another consultant or entity. CONSULTANT will cooperate fully with OMNITRANS' staff or other consultant or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through January 3, 2024, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONSULTANTS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from January 4, 2024 through January 3, 2026, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
 - 1) Any options that were requested by Omnitrans and/or contained in the Consultant's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Consultant's proposed pricing for the option years and additional services are considered in evaluating the Consultant's original proposal and form the basis for awarding the contract, Consultant shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Consultant of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONSULTANT's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONSULTANT on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed **Thirty Thousand Dollars (\$30,000)**, including all amounts payable to CONSULTANT for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONSULTANT shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONSULTANT shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONSULTANT shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
 - Invoice number
 - Description of delivery
 - Delivery Date
 - Total quantity delivered
 - Information as requested by OMNITRANS
- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager. Invoices are approved within 5 – 10 business days of receipt.

In the event OMNITRANS should overpay CONSULTANT, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONSULTANT shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONSULTANT under this Agreement or any other Agreement between OMNITRANS and CONSULTANT.

6. AUDIT AND INSPECTION OF RECORDS

CONSULTANT agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONSULTANT for a period of three (3) years after completion of this Agreement

unless OMNITRANS' written permission is given to CONSULTANT to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Christine Van Matre
Title: Contract Administrator

To CONSULTANT:

Johnson Service Group, Inc.
950 S. Bascom Avenue, Suite 2122
San Jose, CA 95128
Attn: Jim Beckley, Sr. Vice President
Office: (408) 728-9507 Cell: (408) 406-8634

8. OMNITRANS' AND CONSULTANT'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Denise Gibson, HR Analyst

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 2. Reserve the right to remove any portion of the Work from CONSULTANT which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONSULTANT all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Consultant's Key Personnel

The following are CONSULTANT's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Jay Kerrigan, Dir. Business Dev	Manage day to day service
Alejandro Duenas, Recruiter	Administrative & light duty staffing
Kevin Fedor, Sr. Recruiter	Professional staffing

Any proposed/substitution or replacement by Consultant of Consultant's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does indeed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONSULTANT based on OMNITRANS' confidence and reliance on the expertise of CONSULTANT's key personnel described above. CONSULTANT shall not reassign key personnel or assign other personnel to key personnel roles until CONSULTANT obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONSULTANT and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONSULTANT specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONSULTANT shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONSULTANT fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONSULTANT written notice of such default. If CONSULTANT does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONSULTANT's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONSULTANT violates Section 29, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. This section removed.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- H. In the case of failure to pay monies due to CONSULTANT in accordance with Section 4 of the Agreement, CONSULTANT may terminate this Agreement following thirty (30) days written notice to Omnitrans unless such failure is cured within said thirty (30) day period.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

- A. OMNITRANS hereby consents to CONSULTANT's subcontracting of portions of the Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in each subcontract agreement the stipulation that CONSULTANT, not OMNITRANS, is solely responsible for payment to the subconsultant for all amounts owing and that the subconsultant shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONSULTANT.
- B. CONSULTANT shall not, without the express written consent of Omnitrans, either:
 - a. Substitute any person, firm, or corporation as subconsultant in place of the subconsultants identified below; or
 - b. Permit any subcontract to be assigned or transferred; or
 - c. Allow work to be performed by anyone other than the original subconsultant listed below.

N/A

- C. CONSULTANT shall report subconsultant awards and payments via a Web-based system on a monthly basis unless Omnitrans approves in writing the use of a Subconsultants Paid Report and Payment Verification form.

14. INDEPENDENT CONSULTANT

CONSULTANT's relationship to OMNITRANS in the performance of this Agreement is that of an independent Consultant. CONSULTANT's personnel performing Work under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of OMNITRANS. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Consultant

- a. Without limiting or diminishing the Consultant's obligation to indemnify or hold Omnitrans harmless, Consultant shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Consultant's performance of its obligations hereunder and if Consultant's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Consultant shall maintain liability

insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Consultant's insurance and shall not be construed as contributory.
2. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Consultant has employees as defined by the State of California, the Consultant shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Consultant shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

5) **Verification of Coverage**

- a. Consultant shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Consultant may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subconsultants**

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written or electronic notice, and are required to be maintained in force until completion of the contract.

B. MINIMUM INSURANCE COVERAGE

If the Consultant maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☒ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☒ **Professional Liability:** \$1,000,000; per occurrence and aggregate.

- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.

16. INDEMNITY

CONSULTANT shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONSULTANT) arising from or connected with any alleged act and/or omission of CONSULTANT, its officers, directors, employees, agents, Subconsultants or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONSULTANT shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONSULTANT under this Agreement is to be released by CONSULTANT to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONSULTANT shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONSULTANT's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Consultant, its Third Party Software Consultants and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONSULTANT, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Consultant shall require all of its subconsultants and suppliers (including without limitation its Third Party Software Consultants) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Consultant shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Consultant or its Third Party Software Consultants, and all Documentation and Software which is created by Consultant or its Third Party Software Consultants shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONSULTANT, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONSULTANT further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, consultants or subconsultants.

22. SUBMITTAL OF CLAIMS BY CONSULTANT

CONSULTANT shall file any and all claims with OMNITRANS’ Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONSULTANT.

Even though a claim may be filed and/or in review by OMNITRANS, CONSULTANT shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONSULTANT shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONSULTANT shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

- A. CONSULTANT shall perform and exercise, and require its subconsultants to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of Performance” for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion,

to require the immediate removal of CONSULTANT's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONSULTANT shall provide written notice to OMNITRANS disclosing the identity of any individual who CONSULTANT desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONSULTANT. CONSULTANT's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONSULTANT shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONSULTANT or its subconsultant(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONSULTANT or subconsultant(s).

27. COMPLIANCE WITH LAW

- A. CONSULTANT shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONSULTANT shall also comply with all Federal, state and local laws and ordinances.
- B. Government regulations that directly affect the CONSULTANT'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONSULTANT may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties.

Thorough documentation including all cost elements is required to support the Consultant's claim to any relief under this clause.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Not applicable

29. COMPLIANCE WITH LOBBYING POLICIES

- A. CONSULTANT agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONSULTANT (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

30. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONSULTANT in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONSULTANT. OMNITRANS will endeavor to notify CONSULTANT of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or consultants.
- C. In the event of litigation concerning the disclosure of any material submitted by CONSULTANT, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONSULTANT, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall

defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

31. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

32. FORCE MAJEURE

Performance of each and all CONSULTANT's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONSULTANT's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONSULTANT's or OMNITRANS' control.

33. CONFIDENTIALITY

CONSULTANT agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONSULTANT in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONSULTANT agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

34. CONSULTANT'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONSULTANT for advertising or public relations purposes prior to publication. CONSULTANT shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONSULTANT shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONSULTANT's firm, service, and/or product.
- B. CONSULTANT shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public

Affairs staff regarding statements to the media relating to this Agreement or the Work.

- C. If CONSULTANT receives a complaint from a citizen or the community, CONSULTANT shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

35. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

36. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The CONSULTANT warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and consultants and subconsultants shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONSULTANT further warrants that it shall not retain or employ an unlicensed subconsultant to perform work on this Project. CONSULTANT shall notify OMNITRANS immediately and in writing of its employees', agents', consultants' or subconsultants' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. CONSULTANT shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions

thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-HRS21-03 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONSULTANT’s proposal dated July 29, 2020 and its Appendices, Exhibits, Attachments.

37. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONSULTANT and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

JOHNSON SERVICES GROUP

Erin Rogers
CEO/General Manager

Jim Beckley
Sr. Vice President

Date

Date

Federal Tax I.D. No. 36-3321537

DP Ad

UNION-REPRESENTED POSITIONS

Billable rates include direct costs, indirect costs, and profits. Hourly wage rates are the current wage rates per the MOU between Omnitrans and the Teamster Union through June 30, 2021. Propose billable hourly rates for first year and percentage over wages for future billable rates.									
Position	Hourly Wage	Billable Rate		Percentage over Hourly Wage					
		Base Year 1		Base Year 2		Base Year 3		Option Year 2	
				%		%		%	
Represented - Teamsters									
Accounting Clerk	\$17.06	\$22.69		33.00		33.00		34.00	34.00
Admin Clerk	\$17.06	\$22.69		33.00		33.00		34.00	34.00
Building Maintenance Mechanic	\$26.13	\$36.58		40.00		40.00		41.00	41.00
Body/Paint Worker	\$26.13	--		--		--		--	--
Custodian	\$16.22	--		--		--		--	--
Customer Service Representative I	\$16.09	\$21.40		33.00		33.00		34.00	34.00
Equipment Mechanic	\$26.13	\$36.58		40.00		40.00		41.00	41.00
Maintenance Clerk	\$16.09	\$22.20		38.00		38.00		39.00	39.00
Mechanic Helper	\$21.26	\$29.76		40.00		40.00		41.00	41.00
Parts Clerk	\$17.06	\$23.54		38.00		38.00		39.00	39.00
Tire Repair Worker	\$19.04	--		--		--		--	--
Utility Service Worker	\$16.60	--		--		--		--	--

Enter below the proposed rates for each of the positions described in Attachment A - Scope of Work, Exhibit B. Billable rates shall include direct costs, indirect costs, and profits. Omnitrans intends to award a firm-fixed priced contract(s).

Base Year 1

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	<u>\$28.69</u>	<u>\$38.16</u>
2	Human Resources Analyst	<u>\$28.69</u>	<u>\$38.16</u>
3	Contract Review Analyst	<u>\$25.17</u>	<u>\$33.48</u>
4	Marketing Specialist	<u>\$25.17</u>	<u>\$33.48</u>
5	Planner 1	<u>\$25.17</u>	<u>\$33.48</u>
6	Sr. Administrative Assistant	<u>\$25.17</u>	<u>\$33.48</u>
7	Sr. Fleet Analyst	<u>\$25.17</u>	<u>\$33.48</u>
8	Administrative Assistant	<u>\$21.33</u>	<u>\$28.37</u>
9	Paratransit Eligibility Technician	<u>\$21.33</u>	<u>\$28.37</u>
10	Human Resources Technician	<u>\$21.33</u>	<u>\$28.37</u>
11	Payroll Technician	<u>\$21.33</u>	<u>\$28.37</u>
12	Warranty Coordinator	<u>\$21.33</u>	<u>\$28.37</u>
13	Human Resources Assistant	<u>\$18.08</u>	<u>\$24.06</u>

Base Year 2

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	<u>\$28.69</u>	<u>\$38.16</u>
2	Human Resources Analyst	<u>\$28.69</u>	<u>\$38.16</u>
3	Contract Review Analyst	<u>\$25.17</u>	<u>\$33.48</u>
4	Marketing Specialist	<u>\$25.17</u>	<u>\$33.48</u>
5	Planner 1	<u>\$25.17</u>	<u>\$33.48</u>
6	Sr. Administrative Assistant	<u>\$25.17</u>	<u>\$33.48</u>
7	Sr. Fleet Analyst	<u>\$25.17</u>	<u>\$33.48</u>
8	Administrative Assistant	<u>\$21.33</u>	<u>\$28.37</u>
9	Paratransit Eligibility Technician	<u>\$21.33</u>	<u>\$28.37</u>
10	Human Resources Technician	<u>\$21.33</u>	<u>\$28.37</u>
11	Payroll Technician	<u>\$21.33</u>	<u>\$28.37</u>
12	Warranty Coordinator	<u>\$21.33</u>	<u>\$28.37</u>
13	Human Resources Assistant	<u>\$18.08</u>	<u>\$24.06</u>

Base Year 3

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	<u>\$28.69</u>	<u>\$38.16</u>

2	Human Resources Analyst	<u>\$28.69</u>	<u>\$38.16</u>
3	Contract Review Analyst	<u>\$25.17</u>	<u>\$33.48</u>
4	Marketing Specialist	<u>\$25.17</u>	<u>\$33.48</u>
5	Planner 1	<u>\$25.17</u>	<u>\$33.48</u>
6	Sr. Administrative Assistant	<u>\$25.17</u>	<u>\$34.88</u>
7	Sr. Fleet Analyst	<u>\$25.17</u>	<u>\$34.88</u>
8	Administrative Assistant	<u>\$21.33</u>	<u>\$28.37</u>
9	Paratransit Eligibility Technician	<u>\$21.33</u>	<u>\$28.37</u>
10	Human Resources Technician	<u>\$21.33</u>	<u>\$28.37</u>
11	Payroll Technician	<u>\$21.33</u>	<u>\$28.37</u>
12	Warranty Coordinator	<u>\$21.33</u>	<u>\$28.37</u>
13	Human Resources Assistant	<u>\$18.08</u>	<u>\$24.06</u>

Option Year 1

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	<u>\$28.69</u>	<u>\$38.30</u>
2	Human Resources Analyst	<u>\$28.69</u>	<u>\$38.30</u>
3	Contract Review Analyst	<u>\$25.17</u>	<u>\$33.60</u>
4	Marketing Specialist	<u>\$25.17</u>	<u>\$33.60</u>
5	Planner 1	<u>\$25.17</u>	<u>\$33.60</u>
6	Sr. Administrative Assistant	<u>\$25.17</u>	<u>\$33.60</u>
7	Sr. Fleet Analyst	<u>\$25.17</u>	<u>\$33.60</u>
8	Administrative Assistant	<u>\$21.33</u>	<u>\$28.48</u>
9	Paratransit Eligibility Technician	<u>\$21.33</u>	<u>\$28.48</u>
10	Human Resources Technician	<u>\$21.33</u>	<u>\$28.48</u>
11	Payroll Technician	<u>\$21.33</u>	<u>\$28.48</u>
12	Warranty Coordinator	<u>\$21.33</u>	<u>\$28.48</u>
13	Human Resources Assistant	<u>\$18.08</u>	<u>\$24.14</u>

Option Year 2

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	<u>\$28.69</u>	<u>\$38.44</u>
2	Human Resources Analyst	<u>\$28.69</u>	<u>\$38.44</u>
3	Contract Review Analyst	<u>\$25.17</u>	<u>\$33.73</u>
4	Marketing Specialist	<u>\$25.17</u>	<u>\$33.73</u>
5	Planner 1	<u>\$25.17</u>	<u>\$33.73</u>
6	Sr. Administrative Assistant	<u>\$25.17</u>	<u>\$33.73</u>
7	Sr. Fleet Analyst	<u>\$25.17</u>	<u>\$33.73</u>
8	Administrative Assistant	<u>\$21.33</u>	<u>\$28.58</u>
9	Paratransit Eligibility Technician	<u>\$21.33</u>	<u>\$28.58</u>
10	Human Resources Technician	<u>\$21.33</u>	<u>\$28.58</u>
11	Payroll Technician	<u>\$21.33</u>	<u>\$24.23</u>

12	Warranty Coordinator	<u>\$21.33</u>	<u>\$28.58</u>
13	Human Resources Assistant	<u>\$18.08</u>	<u>\$24.23</u>

Represented and non-represented pricing includes everything necessary to perform the requirements of the contract. Consultant's bid pricing shall remain firm for a period of one-hundred eighty (180) days after the stated proposal deadline date.

Company Name	<u>Johnson Service Group, Inc.</u>
Legal Structure (corp./partner/proprietor)	<u>S Corporation</u>
Principle Office Address	<u>One E Oak Hill Drive Ste. 200</u>
City, ST, Zip	<u>Westmont, IL 60559</u>
Phone Number	<u>630-655-3500</u>
E-Mail	<u>jkerrigan@jsginc.com</u>
Federal Employer Identification Number	<u>36-3321537</u>
Title of Person Authorized to Bind Firm	<u>Director Business Development</u>
Print Name of Person Authorized to Bind Firm	<u>Jay Kerrigan</u>
Date Signed and Authorized Signature	<u>07/26/2020 Jay Kerrigan</u>

**ATTACHMENT A – SCOPE OF WORK
HRS21-03
TEMPORARY EMPLOYMENT SERVICES**

1. GENERAL INFORMATION

- A. The Temporary Employment Agency (Consultant) shall provide Omnitrans (also referred to as “AGENCY”) with qualified personnel to perform work assignments on a temporary basis (“Temporary Personnel”).
- B. Temporary Personnel may be required because of unforeseen shortfalls in the AGENCY’s personnel coverage. This may be due to, however not limited to, prolonged illness, leaves of absence, extended position vacancies, additional staffing requirements for special projects, and other unforeseeable circumstances.
- C. The average duration of a Temporary assignment at the AGENCY will range from approximately from one week to three months for union-represented and up to six months for non-represented classifications. If the assignment goes beyond the three- or six-month period, the current temporary employee will be replaced at the three or six-month date with another qualified employee.
- D. Historically, the majority of the AGENCY’s Temporary Personnel requirements have been in the clerical, custodial and maintenance staff category.
- E. Forecasting future needs may require various non-represented classifications.
- F. All union-represented classifications will be paid at the prevailing rate per the current Memorandum of Understanding (MOU) between Omnitrans and the Teamster union representing Omnitrans’ employees. See Exhibit A, Teamster Union Positions and Current Hourly Rates.

2. TRANSMISSION OF SERVICE ORDER

- A. Notifying the Temporary Service Agency
 - 1. When TEMPORARY EMPLOYMENT services are required, an authorized representative of the AGENCY’s Human Resources Department will contact the CONSULTANT via telephone or e-mail to place a Temporary Service Order. The Human Resources Department will inform the CONSULTANT of the personnel requirements, to include: hourly rate, job duties, skills/training required, work hours, dress attire, and estimated duration of assignment.
 - 2. The AGENCY considers the following characteristics when selecting Temporary Personnel: individual qualifications, skills, related background, experience, work history, dependability, and appropriateness of the candidate for the unique job requirements.
- B. Response Time
 - 1. The CONSULTANT shall respond with a qualified, available candidate within two (2) hours of the placed Temporary Service Order. If CONSULTANT is unable to provide a qualified candidate, a telephone

response is required within two (2) hour to the authorized AGENCY representative.

2. Occasionally, AGENCY may require immediate emergency response time; however, emergency requests are not typical.
3. AGENCY reserves right to contact another temporary employment agency in the event CONSULTANT is unable to complete a Temporary Service Order.

3. POSITIONS

- A. CONSULTANT shall possess the capacity to provide qualified Temporary Personnel for the positions listed in Exhibit B, Job Descriptions.
- B. Additional positions may be required depending on business needs.

4. TEMPORARY EMPLOYMENT AGENCY REQUIRED PERSONNEL SCREENING

- A. AGENCY Required Screening
 1. All candidates and work applications forwarded by the CONSULTANT to the AGENCY's Human Resources Department should be sent by email or via facsimile. Per subsections 2.A and 2.B above, candidates and work applications must, at a minimum, meet the requested position requirements and specified *Drug Screening and Employment Reference Investigations* as described below.
 2. Resumes and/or interviews of prospective Temporary Personnel will be requested as needed, on a case-by-case basis.
- B. Employment Verification/Reference Investigations

The CONSULTANT shall conduct a complete employment history verification including reference checking for a seven (7) year period. Those Temporary Personnel who have unverifiable employment shall not be referred to AGENCY.
- C. Job Skills Testing

The CONSULTANT shall administer tests for the skills and knowledge required for the assigned position. The CONSULTANT shall provide test results to the AGENCY's Human Resources Department prior to the start of any Temporary Personnel assignment. The tests and grading criteria must be agreed upon by the AGENCY's Human Resources Department.
- D. Drug Screening
 1. AGENCY's acceptance of Temporary Personnel is contingent upon the successful completion of drug screening. CONSULTANT shall verify Temporary Personnel referred have successfully completed AGENCY standards for drug screening under the CONSULTANT's auspices. Refer to Exhibit C, Omnitrans' Personnel Policy 701, "Drug Screening Procedures and Standards".

2. Drug screening methods other than those used by AGENCY are not acceptable.
3. All cost associated with drug screening shall be included in CONSULTANT's billing rate, not the actual wage rate paid to Temporary Personnel. CONSULTANT shall assume all payment responsibility regardless of where drug screen is conducted.
4. Random Drug Testing
 - a) Any Temporary Personnel working in a safety-sensitive position subject to the Federal Transit Administration (FTA) guidelines of this policy will be required to submit to random drug and alcohol testing. AGENCY will conduct random drug and alcohol tests at a minimum annual percentage rate as required by the FTA.
 - b) For purposes of this policy "safety-sensitive function" includes:
 - (1) Operating a revenue service vehicle, including when not in revenue service;
 - (2) Operating a revenue vehicle, when required to be operated by a holder of a Commercial Driver's License;
 - (3) Controlling dispatch of movement of a revenue service vehicle;
 - (4) Maintaining a revenue service vehicle or equipment used in revenue service, unless the recipient receives section 5309 funding and is an area of less than 50,000 in population or section 5311 funding and contracts out such services; or
 - c) The random selection process is completely objective and anonymous and utilizes a scientifically valid method using a computer-based random number generator matched with a random number assigned to the Temporary Personnel's social security number. The tests will be unannounced and the dates for the tests will be reasonably spread throughout the course of the calendar year and occur throughout the work shift. All Temporary Personnel will have an equal chance of being tested each time selections are made, regardless of the number of his/her previous selections, if any.
 - d) Any covered Temporary Personnel notified of his/her selection for random testing will be required to proceed immediately to the test site. If a covered Temporary Personnel is performing a safety-sensitive function at the time of notification of the random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. Covered Temporary Personnel will only be required to submit to a random alcohol test if they are performing a safety-

sensitive function, about to perform a safety-sensitive function, or have just ceased performing a safety-sensitive function.

- e) This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry. The Federal Transit Administration (FTA) of the U. S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive functions and prevents performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (DOT) has also enacted 49 CFR part 40 and part 655, as amended, that sets standards for the collection and testing of urine and breath specimens.
 - f) Omnitrans will cover the cost of the random drug testing of the temporary personnel.
5. This policy also applies to recipients of FTA assistance as defined in 49 CFR Part 655, as well other entities that provide mass transportation services or perform safety-sensitive functions for such recipients or entities, including sub-recipients, operators and Firms. Firms subject to the requirements of the regulations include persons or organizations that provide services for the Agency consistent with a specific understanding or arrangement that reflects an ongoing relationship between the parties. The Agency will ensure that any Firms who perform safety-sensitive functions within the scope of this policy and the regulations certify their compliance with the requirements of 49 CFR Part 655.

E. Criminal Background Check

- 1. Prior to referral to the AGENCY, CONSULTANT shall conduct a criminal background check covering the past seven (7) years from date of AGENCY assignment for Prospective Temporary Personnel. CONSULTANT shall have conducted an investigation for felony and misdemeanor records with the Superior and Municipal Court jurisdictions candidate resided or worked within the past seven (7) years from date of AGENCY assignment.
- 2. CONSULTANT must include the cost of criminal background checks in its billing rate, not the actual wage rate paid to Temporary Personnel. CONSULTANT shall exercise proper judgment referring Personnel to AGENCY based on all screening requirements.

F. Immigration Reform and Control Act of 1986

CONSULTANT shall verify Temporary Personnel referred for assignment have proper documentation regarding their identity and employment status according to the Immigration Reform and Control Act.

G. California Driver's License

1. For positions requiring driving a vehicle, CONSULTANT shall maintain the appropriate documentation and insure Temporary Personnel employed in safety-sensitive positions such as Mechanics, Mechanic Helpers, and Utility Service Workers that require possession of a valid Class B California Driver's License with Air Brake endorsement. Non-safety-sensitive classifications, such as Maintenance Worker, Custodian, Building Maintenance Mechanic, and Parts Clerk, require possession of a valid Class C California Driver's License with no more than one (1) moving or non-moving violation within the current 3-year period, and no Driving under the Influence ("DUI") or drug related citations.
2. A current DMV history with a ten (10) year DMV "H6" printout will satisfy this requirement. A copy shall be submitted to AGENCY's Human Resources Office.
3. Omnitrans will inform CONSULTANT when a Class B or Class C Drivers License is required.

H. Dress Code

Temporary Personnel assigned to AGENCY must report to work dressed in business attire appropriate to the position. Temporary Personnel assigned to administrative, clerical and office positions must report to work dressed in professional business clothes which adhere to AGENCY's dress standards.

5. WORKING HOURS AND LOCATIONS

A. Working Hours and Assignment Duration

1. Temporary Personnel assignments are normally scheduled between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
2. Specific working hours and the duration of assignments may vary with each individual assignment.
3. The ability to work shift and weekends may be required for some positions.
4. Temporary Personnel shall not work overtime.

B. Locations

1. Temporary Personnel may be assigned to either of the following AGENCY locations:

1700 W. Fifth Street, San Bernardino, CA
4748 Arrow Highway, Montclair, CA
2. AGENCY will provide temporary parking validation placards and temporary ID badges for Temporary Personnel. Failure of a Temporary

Personnel to use the temporary parking validation placard and/or to park in designated areas will be grounds for termination of the assignment.

6. GUARANTEES

A. Option to Hire

Temporary Personnel may be hired at no cost by AGENCY after completion of 90 days billed through CONSULTANT. This amount of time may be waived upon mutual agreement. Personnel referred by Omnitrans shall be exempted from this fee.

Note: The historic percentage of Temporary Personnel hired by Omnitrans after 90 days temporary employment is not known at this time.

B. No Charge Guarantee

CONSULTANT shall comply with a "No Charge Guarantee" for the first two (2) days of an assignment when the CONSULTANT is notified that a temporary worker is not suitable for the assignment.

7. REPORTING

A. CONSULTANT shall provide daily, weekly, monthly, and year-to-date reports to AGENCY's Human Resources staff upon request or pre-arranged periods. Ability to provide on-line reports via email or confidential internet site is highly desirable. For example: U.S. Department of Transportation Drug and Alcohol Testing MIS Data Collection Quarterly Form Report.

B. Provide Affirmative Action / Equal Employment Opportunity (AA/EE) reports every six (6) months, June 30 and December 31.

C. Provide monthly report of AGENCY assignments that includes positions assigned, departments assigned, and hours worked and related billable costs.

8. EXHIBITS

Exhibit A – Teamster Union Positions and Current Hourly Rates

Exhibit B – Job Descriptions

Exhibit C – Personnel Policy 701 - Drug and Alcohol Policy

ATTACHMENT A - EXHIBIT A

**TEAMSTER UNION POSITIONS AND CURRENT HOURLY WAGE RATES
07/01/2020 through 06/30/2021**

Job Position	Hourly Rate
Accounting Clerk	\$17.06
Admin Clerk	\$17.06
Building Maintenance Mechanic	\$26.13
Body/Paint Worker	\$26.13
Custodian	\$16.22
Customer Service Representative I/II	\$16.09
Equipment Mechanic	\$26.13
Maintenance Clerk	\$16.09
Stops & Stations Worker	17.93
Mechanic Helper	\$21.26
Parts Clerk	\$17.06
Tire Repair Worker	\$19.04
Utility Service Worker	\$16.60

ATTACHMENT A - EXHIBIT B

JOB DESCRIPTIONS

NON-REPRESENTED

[illegible]

REPRESENTED – TEAMSTERS*

Accounting Clerk \$17.06 hr.
Administrative Clerk \$17.06 hr.
Building Maintenance Mechanic \$26.13 hr.
Body/Paint Worker \$26.13
Custodian 16.22
Customer Service Representative I \$16.09
Customer Service Representative II \$17.06
Equipment Mechanic \$26.13
Maintenance Clerk \$16.09
Stops & Stations Worker \$17.93
Mechanic Helper \$21.26
Parts Clerk \$17.06
Tire Repair Worker \$19.04
Utility Service Worker \$16.60

*Hourly Wages listed on Cost File form

OmniTrans reserves the right to revise job descriptions and add positions of a similar nature as necessary.



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I. Purpose

The purpose of this policy is to establish a program to comply with the requirements of 49 CFR Parts 40 and 655, as amended, and is designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of prohibited drugs by employees who perform safety-sensitive functions.

Omnitrans is dedicated to providing safe, dependable and economical transportation services to our transit system passengers. The Federal Transit Administration (FTA) has specifically noted the use of alcohol and prohibited drugs has been demonstrated to significantly affect the performance of individuals in the mass transportation industry. Omnitrans employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug and alcohol substance abuse or misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance for personal problems, including alcohol or drug dependency, that may adversely affect their ability to perform their assigned duties.

The purpose of this policy is to ensure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the use of alcohol and prohibited drugs. The potential side effects of alcohol misuse are substantial in absenteeism, increased health care costs, etc. This program will also help discourage substance abuse and serve as a deterrent to those individuals who might be tempted to try drugs for the first time or who currently use drugs. Finally, this program will enhance the safety of our employees and the public by fostering the early identification and referral for treatment of workers with alcohol or drug abuse problems.

This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry. The Federal Transit Administration (FTA) of the U. S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive functions and prevents performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (DOT) has also enacted 49 CFR part 40 that sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-



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related offenses to the FTA. This policy incorporates those requirements for safety-sensitive employees and others when so noted.

All provisions set forth in **bold face print** are consistent with requirements set forth in 49 CFR Part 40 and Part 655, as amended. All other provisions are set forth under the authority of the Agency.

II. Scope

This policy applies to all safety-sensitive and non-safety-sensitive Agency applicants, transferees, employees, contracted employees, and contractors when they are on transit property or when performing any transit related safety-sensitive or non-safety-sensitive business. Visitors, vendors, and contractor employees are governed by this policy while on transit premises and will not be permitted to conduct transit business if found to be in violation of this policy.

A. For purposes of this policy “safety-sensitive function” includes:

1. **Operating a revenue service vehicle, including when not in revenue service;**
2. **Operating a non-revenue vehicle, when required to be operated by a holder of a Commercial Driver’s License;**
3. **Controlling dispatch or movement of a revenue service vehicle;**
4. **Maintaining a revenue service vehicle or equipment used in revenue service, or**
5. **Carrying a firearm for security purposes.**

An individual will be considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform or immediately available to perform such functions.

Appendix A lists Safety-Sensitive job classifications at Omnitrans.

B. Contractors

This policy also applies to recipients of FTA assistance as defined in 49 CFR Part 655, as well as other entities that provide mass transportation services or perform safety-sensitive functions for such recipients or entities, including subrecipients, operators and contractors. Contractors subject to the requirements of the regulations include persons or organizations that provide services for the Agency consistent with a specific understanding or arrangement that reflects an ongoing relationship between the parties. The Agency will ensure that any



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contractors who perform safety-sensitive functions within the scope of this policy and the regulations certify their compliance with the requirements of 49 CFR Part 655.

III. Procedure

A. Prohibited Substances

1. Alcohol

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. "Alcohol use" means the consumption of any beverage, mixture, or preparation, including any medication, which contains alcohol. "Alcohol concentration" (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

2. Illegally Used Controlled Substances or Drugs

Although this policy prohibits the use of any controlled substances not lawfully prescribed by a physician, any drug test required under this policy will analyze an individual's urine to test for the presence of marijuana, cocaine, opioids, amphetamines and phencyclidine. Consumption of these products is prohibited at all times. Therefore, safety-sensitive employees may be tested at any time while on duty.

3. Prescription Medications

An individual will be allowed to list on the back of the donor copy of the Urine Custody and Control Form, any prescribed medication that he/she may be taking or may have recently taken.

B. Conditions of Employment

Participation in Omnitrans drug and alcohol testing program is a requirement of each safety-sensitive and non-safety sensitive employee and, therefore is a condition of employment. Covered employees are also prohibited from refusing to submit to a required substance abuse test as outlined by this policy.

1. Prohibited Conduct

a. Manufacture, Trafficking, Possession, and Use.

Any employee engaging in the manufacture, distribution, dispensing, possession, or use of prohibited substances on Omnitrans premises, in transit vehicles, in uniform, or while on Omnitrans business will be subject to termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.



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b. Impairment

Any **safety-sensitive** or non-safety sensitive employee who is reasonably suspected of being impaired by a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be impaired by prohibited substances or **who fail to pass a drug or alcohol test shall be removed from duty** and subject to termination. **A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.**

c. Alcohol Use

Agency and the **Federal Transit Administration Regulations prohibit the following conduct as it relates to alcohol use:**

- 1) **No safety-sensitive or non-safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her blood alcohol concentration is 0.04 or greater.**
- 2) **No employee shall have used alcohol within four hours of reporting for duty.**
- 3) **No employee shall use alcohol while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function.**
- 4) **No employees shall use alcohol during the hours they are on call.**
- 5) **No safety-sensitive employee shall use alcohol for eight hours following an accident, unless the employee has first undergone a post-accident alcohol test.**

Violation of these provisions is prohibited and will make the employee subject to disciplinary action up to and including termination.

2. Notifying the Transit System of Criminal Alcohol and/or Drug Conviction

Any employee who fails to notify Omnitrans in writing within five (5) days of any criminal alcohol and/or drug statute conviction shall be subject to disciplinary action up to and including termination. Omnitrans will then report the conviction as stated above to the FTA Regional Counsel within ten (10) calendar days.

3. Compliance with Testing Requirements

All safety-sensitive and non-safety-sensitive employees will be subject to urine drug testing and breath alcohol testing. Any employee who refuses to comply with a request for testing, who provides false information in



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connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately, and be subject to dismissal proceedings. Refusal can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

4. Self Identification and Rehabilitation

It is Omnitrans policy to encourage employees to identify and detect their alcohol and substance abuse problems, and to enter a rehabilitation program. Accordingly, the Agency will allow employees, with a minimum of one year's service, one opportunity to enter a rehabilitation program if they identify themselves before Agency detection of the problem, or the occurrence of a situation that may result in a requirement to undergo urine and breath testing.

5. Proper Application of the Policy

Omnitrans is dedicated to ensuring fair and equitable application of this policy. Therefore, all supervisory employees are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisory employee who knowingly disregards the requirements of this policy, or who is found to deliberately misuse, or neglect to enforce the policy in regard to subordinates, shall be subject to disciplinary action up to and including termination.

C. TESTING CIRCUMSTANCES

Analytical urine drug testing and breath testing for alcohol may be conducted when circumstances warrant or as required by Federal regulations. **All safety-sensitive and non-safety-sensitive employees shall be subject to testing prior to employment (post offer) or transfer to safety-sensitive positions, for reasonable suspicions/probable cause, fit for duty medical examination (post 90 day return from leave), and following an accident. Those employees who perform the safety-sensitive job listed in Appendix A to this policy shall also be subject to testing on a random, unannounced basis.**

Before performing any alcohol or drug test required by this policy, the Agency will notify the test subject the test is being required pursuant to this policy and/or Federal Transit Administration Regulations (49 CFR Part 655). The Agency will not represent that any requested test is required by federal regulations if, in fact, the individual to be tested is not subject to those regulations.

1. Pre-employment Testing

All safety-sensitive and non-safety-sensitive position applicants shall undergo urine drug testing prior to (post offer) employment. Receipt by



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Omnitrans of negative test result is required prior to beginning safety-sensitive duties. All employees being transferred from a non-safety-sensitive function to a safety-sensitive function will also be required to have a negative pre-employment drug test result prior to beginning any safety-sensitive function. The test must be performed within 90 days of beginning any safety-sensitive duties. If a test is cancelled for any reason, the employee or applicant must retake and have a negative result prior to being hired or beginning any safety-sensitive function. Failure of a drug test will disqualify an applicant for employment for a period of two (2) years.

Omnitrans will obtain written consent from applicants to request information from previous DOT regulated employers that had employed the individual within the previous two years. If the applicant does not provide consent, he/she may not perform any safety-sensitive functions.

Pursuant to Section 655.41(a)(2), all applicants and/or employees of safety-sensitive positions will be asked during the oral interview portion of the selection process if they have ever failed or refused a DOT pre-employment drug test including requiring evidence that the applicant and/or employee has successfully completed a referral, evaluation and treatment plan.

An employee who has not performed a safety-sensitive duty for 90 consecutive days or more and has not been in the random selection pool shall take a pre-employment physical examination that includes a DOT drug test with a verified negative result before returning to safety-sensitive duties.

2. Reasonable Suspicion Testing

All safety-sensitive and non-safety-sensitive employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance including, but not limited to, any employee suspected of possessing, using or being impaired by alcohol or an illegal drug, a legal drug if such use would violate this Policy or pose a safety threat, while on duty and/or in Agency uniform.

A reasonable suspicion referral for testing must be based upon specific, contemporaneous, articulate observations concerning appearance, behavior, speech, or body odors of the covered safety-sensitive and non safety-sensitive employee consistent with possible drug use or alcohol



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misuse. These observations will only be made by one supervisor who has received appropriate training in detecting the signs and symptoms of drug and alcohol use and will be documented by that individual on a "Reasonable Suspicion – Individual Test Summary". A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made just before, during or just after the period of the workday that the covered employee is required to be in compliance with this policy.

If the reasonable suspicion alcohol test is not administered within two (2) hours following the reasonable suspicion determination, the Agency will document the reasons why the test was not promptly administered. If the test is not administered within eight (8) hours following the reasonable suspicion determination, the Agency will no longer attempt to administer an alcohol test and will document the reasons for its inability to do the test.

In any reasonable suspicion testing circumstance, an Agency representative will transport the individual to the collection facility and await the completion of the collection procedure. The Agency representative will then transport the individual back to the Agency's premises where a family member or designated individual will be contacted to transport the individual from the premises. In the event no such individual is available, the Agency will make arrangements to transport the employee home. Any associated costs for post-testing transportation will be reimbursed to the individual if the reasonable suspicion test result is negative. If the individual refuses to comply with any of these procedures and attempts to operate his/her own vehicle, the Agency will take appropriate efforts to discourage him/her from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to disciplinary action, up to and including termination.

Any safety-sensitive employee may not be assigned to a safety-sensitive function until a negative result has been received. An employee receiving a negative result shall be promptly returned to his/her former duties. While awaiting test result(s), employees will be put on paid administrative leave.

3. Post-Accident Testing

- a) **Safety-sensitive or non-safety sensitive employees will be required to undergo alcohol and drug testing if they are involved in an accident while operating an Omnitrans vehicle (regardless of whether or not the vehicle is in revenue service), if as a result of the accident:**



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- 1) An individual dies;
 - 2) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;
 - 3) There is any disabling damage to any vehicle involved in the accident, requiring the vehicle to be towed away from the scene
- 4) With respect to an occurrence in which the mass transit vehicle involved a bus, electric bus, van or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. Disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. Disabling damage does not include damages which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage (even if no spare tire is available), headlamp or taillight damage, or damage to turn signals, horn or windshield wipers which makes them inoperative;
- a) post-accident test will be conducted on all surviving covered employees whose performance could have contributed to the accident, as determined by the Agency using the best information available at the time of the decision.

Post-accident testing is stayed while the employee assists in the resolution of the accident or receives medical attention following the accident. In the event following an accident, an alcohol test is not administered within two (2) hours; the Agency will prepare and maintain record stating the reasons why the test was not promptly administered. The employee will be tested for alcohol within eight (8) hours of the accident, or the Agency will make no further effort to administer and will document the reasons why the test was not administered within eight (8) hours. In the event a drug test is not administered within 32 hours following an accident, the Agency will cease its attempts to administer further drug testing. Any employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the test. Employees tested under this provision will include not only the operations personnel, but any other covered employee whose performance could have contributed to the accident.



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b) The Post-Accident Individual Test Summary form shall be used by the supervisor to ensure that proper procedure is followed in post-accident drug and alcohol testing. This form will be identified with an identification number that corresponds with accident records. The form will be kept as part of the testing records.

c) Testing will not be required after non-fatal accidents if the Agency determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident and that the employee's performance could not have contributed to the accident.

4. Random Testing

Any safety-sensitive employees subject to the Federal Transit Administration guidelines of this policy will be required to submit to random drug and alcohol testing. The Agency will conduct random drug and alcohol tests at no less than the minimum annual percentage rate as required by the FTA.

The random selection process is completely objective and anonymous and utilizes a scientifically valid method using a computer-based random number generator matched with a random number assigned to the employee's social security number. The tests will be unannounced and the dates for the tests will be reasonably spread throughout the course of the calendar year and occur throughout the work shift. All employees will have an equal chance of being tested each time selections are made, regardless of the number of his/her previous selections, if any.

Any covered employee notified of his/her selection for random testing will be required to proceed immediately to the test site. If a covered employee is performing a safety-sensitive function at the time of notification of the random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. Covered employees will only be required to submit to a random alcohol test if they are performing a safety-sensitive function, about to perform a safety-sensitive function, or have just ceased performing a safety-sensitive function.



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5. Refusal to Submit

Any covered employee who refuses to submit to an alcohol or drug test will be prohibited from performing or continuing to perform a safety-sensitive function and be subject to termination. "Refusal to submit" to an alcohol or drug test constitutes a positive result, a violation of this policy, and includes the following conduct:

- a. Failing to provide adequate breath for alcohol testing, without a valid medical explanation after an individual has received notice of a required breath test;
- b. Failing to provide an adequate urine sample for drug testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after an individual has received notice of a required urine test;
- c. Engaging in conduct that clearly obstructs the testing process, including the failure or refusal to sign any document or form required under this policy or by any party authorized to carry out testing under this policy;
- d. Failing to remain readily available for testing, including notifying the Agency of his/her location if he/she leaves the scene of the accident, when an individual is involved in an accident as defined in this policy; and
- e. Failure of the employee to report to the collection/testing site in a timely manner, as defined by Omnitrans, once notification is given without a reasonable excuse for a required test (except for a pre-employment test).
- f. Leaving a collection facility prior to a test completion (except in a pre-employment test where leaving before the test begins is not considered a test refusal).
- g. Failure to permit an observed or monitored collection when required.
- h. Failure to take a second test when required (i.e. a cancelled test).
- i. Failure to undergo a medical exam when required.



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- j. For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants and turn around.
- k. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- l. Admitting to the adulteration or substitution of a specimen to the collector or MRO.
- m. MRO's verification of a test as adulterated or substituted constitutes a refusal.

D. ALCOHOL TESTING METHODOLOGIES

1. Alcohol Testing Personnel

a) Breath Alcohol Technician

All alcohol testing required under this policy will be carried out by a breath alcohol technician ("BAT") trained to proficiency in the operation of the evidential breath testing device ("EBT") being used by the Agency for alcohol testing and in the alcohol testing procedures required herein. The BAT will be required to successfully complete a course of instruction that meets the standards of the National Highway Traffic Safety Administration (NHTSA) model course and documents that the BAT has demonstrated competence in the operation of the specific EBT being used by the Agency.

b) Screening Test Technician (STT)

Anyone qualified to act as a Breath Alcohol Technician may act as a Screening Test Technician (STT), provided that he/she has demonstrated proficiency in the operation of the non-evidential screening device to be used by that individual. Any other individual may act as an STT as long as he or she successfully completes the Department of Transportation model course, or a course of instruction determined by the Department of Transportation's Office of Drug and Alcohol Policy Compliance to be equivalent to it.

2. Alcohol Testing Device

- a) **Evidential Breath Testing Device** for the evidential testing of alcohol is listed in the "Conforming Products List (CPL) of Evidential Breath Measurement Devices." For confirmatory breath tests, the Agency will use an EBT that is capable of providing a printed result of each breath test in triplicate (or three consecutive identical copies). This device



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will be capable of assigning a unique and sequential number to each completed test. The EBT will also be able to distinguish alcohol from acetone at the 0.02 alcohol concentration level and be capable of testing an air blank prior to each collection of breath and performing an external calibration check.

- b) In order to be used for any alcohol testing under this policy, the EBT must have a quality assurance plan (QAP) developed by the manufacturer and approved by National Highway Traffic Safety Administration (NHTSA). The Agency or its designated agent will ensure compliance with the QAP for each EBT it uses for alcohol testing under this policy.

3. Alcohol Testing Site

- a) The Agency will use an alcohol testing site that affords visual and aural privacy to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results. The alcohol testing site will be secure, and no unauthorized persons will be permitted access to it at any time when testing is being conducted or when the EBT remains unsecured. Alcohol testing will take place at locations designated by the Agency.
- b) In unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident) a test may be conducted at a place other than a designated testing facility, but the Agency or the BAT will ensure that visual and aural privacy will be provided to the greatest extent practicable.

4. The Breath Alcohol Testing Form

- a) The Agency will use a Breath Alcohol Testing Form prescribed by the Department of Transportation for EBT alcohol screening devices.

E. ALCOHOL TESTING PROCEDURES

1. Screening and Confirmation Testing

All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subpart L. After providing photo identification to the BAT or STT, the employee and the BAT/STT will complete the Breath Alcohol Testing Form. Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath sample for the initial test. If the result of the test is <0.02 alcohol concentration, the test



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is considered negative and the process is complete. The BAT/STT will complete and sign the breath alcohol testing form.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take anything by mouth or to the extent possible, not to belch during the waiting period; the employee will be asked to provide a breath sample.} The confirmation test will be completed within 30 minutes of the completion of the screening test. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is >0.02, the BAT will immediately notify the Agency representative, and the employee will remain at the testing facility until provided transportation home. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee.

2. Inability to Provide a Sample

The employee will be asked to submit to a breath alcohol test. If the employee is unable to provide, or alleges, he/she is unable to provide a breath sufficient to permit a valid breath test because of a medical condition, the BAT/STT shall again instruct the employee to provide an adequate amount of breath. If the employee cannot provide an adequate breath sample, the BAT/STT shall discontinue the testing process, notify the Agency representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the Agency. The physician shall determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

3. Invalid Alcohol Test Results

Alcohol results >0.02 on the confirmation test are deemed invalid if certain critical errors or omissions occur in the testing process. The reasons for invalidation of a test result include: failure of the EBT/STT on the next external calibration check; less than 15 minutes elapsed between screening and conformation; omission of or failure on an air blank before the confirmation test; failure of the BAT/STT to sign the Breath Alcohol Testing Form; no printed EBT result; or the BAT/STT's failure to note employee's refusal to sign the final certification statement in step 4 of the Breath Alcohol Testing Form; the sequential test number



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or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result. If an event occurs during the testing process, or an error is discovered, that would invalidate a confirmation test result, the employee shall be subject to repeat the testing process, if practical.

4. Refusal to Test

For purposes of alcohol testing, the following are considered refusals to test:

- a) The employee refuses to sign Step 2 of the Breath Alcohol Testing Form
- b) The employee refuses to attempt to provide a sample
- c) The employee fails to cooperate with the testing process
- d) The employee is unable or unwilling to provide an adequate breath sample and the examining physician does not find a medical condition or diagnosis that prevents the employee from providing the sample
- e) The employee fails to remain readily available for testing following an accident as defined in this policy.
- f) The employee fails to report to the collection/testing site for a required test in a timely manner, as defined by Omnitrans, once notification is given without a reasonable excuse.
- g) Failure to submit to a medical examination when required.
- h) Any employee who is deemed to have "refused to test" will be immediately removed from performing safety sensitive functions as defined by the FTA rules (49 CFR Part 655). The "refusal to test" constitutes a positive result. The Agency will impose disciplinary action as outlined in this policy.

F. CONTROLLED SUBSTANCE ABUSE TESTING METHODOLOGIES

1. Laboratory Analysis

All urine specimens tested for drugs of abuse under this policy will be analyzed at a laboratory certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA). +

2. Initial Screening

All specimens will be tested for the drug or drug classes listed below using an immunoassay screen approved by the Food and Drug Administration (FDA). The immunoassay screen will use cut-off levels established by the DHHS to eliminate negative specimens from further consideration. Any initially positive test will be subject to confirmation through an additional, more precise testing methodology.



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3. Confirmatory Tests

Any urine specimen identified as positive on the initial screen will be confirmed by a second analytical procedure which uses a different chemical technique and procedure. Gas chromatography/mass spectrometry (GC/MS) methodology will be used to conduct the confirmation analysis. GC/MS analysis will use cut-off levels established by the DHHS for confirmation. Any specimen that does not contain drug or drug metabolites above the GC/MS confirmation cut-off levels will be reported by the laboratory as negative.

4. Specimen Adulteration/Dilution

When appropriate the laboratory may conduct analyses to determine if the specimen has been adulterated. Adulteration tests include, but are not limited to, specific gravity, creatinine, and pH. In addition, the laboratory may conduct additional analyses to identify or detect a specific adulterant added to the urine specimen. If the laboratory identifies an adulterant added to the specimen, the laboratory will report the specimen as adulterated, presence of (the substance identified).

A urine sample will be considered dilute when the creatine concentration is equal to or greater than 2 mg/dL, but less than 20 mg/dL, and the specific gravity is greater than 1.0010, but less than 1.0030.

5. Laboratory Reporting of Results

The laboratory will report all test results to the Medical Review Officer (MRO). The reporting of test results must be by confidential, secure electronic (not telephone) or hard copy transmission. The laboratory will send to the MRO a copy of the custody and control form bearing the test results. Test results will be reported as negative, positive (if positive, the drug(s) found will be specified), canceled, unsuitable for testing, test not performed, or specimen adulterated.

The laboratory shall only report quantitative levels of positive results to the MRO upon his/her specific request. Quantitative levels shall only be released to the employer if the employer is involved in an administrative or legal proceeding brought by the employee in challenging a test result. Otherwise, the Agency will receive a result of either "Positive- with the substance being identified", or "Negative". The laboratory will provide a quarterly statistical report to the Agency summarizing the testing activity for each quarter.

6. Specimen Retention and Storage

Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Positive specimens will be retained in long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year.



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Split specimens of positive results will be retained in frozen storage for at least 60 days or until the MRO provides a written request for the split to be transferred to another laboratory for analysis (whichever occurs first).

7. Split Specimen Analysis

When a laboratory receives a split specimen (Bottle B) from the laboratory that conducted the confirmation analysis of Bottle A, the laboratory will conduct the analysis of Bottle B using GC/MS methodology. The specimen will be reported as a “reconfirmation of the drug(s)” if there is any detectable presence of the drug(s); GC/MS cut off levels do not apply. The results of the split specimen analysis are reported to the MRO. The split specimen will be retained in long-term frozen storage for a minimum of one (1) year by the laboratory that conducted the split specimen analysis. (Or longer if litigation concerning the test is pending).

G. CONTROLLED SUBSTANCES TESTING PROCEDURES

1. Urine Specimen Collection

Any person requested to undergo a drug test will be required to provide a urine sample at a designated collection site. Photo identification will be required. In order to ensure integrity of the specimen collection procedure, a standard Drug Testing Custody and Control Form will be used. This form will be completed by the employee and the specimen collector and will be forwarded along with the urine sample to a designated laboratory. The MRO, employee, collector and Agency representative also receive a copy of the Drug Testing Custody and Control Form.

All urine specimens will be collected in a clean, single-use specimen bottle(s) securely wrapped until filled with the specimen. A clean, single-use collection container that is securely wrapped until used may also be provided. The specimen bottle(s) will be labeled and sealed with tamper-evident tape/label by the collector in the employee's presence. The employee will initial the bottle(s) seals.

Any person requested to undergo a drug test will be provided a copy of written specimen collection procedures, which must be followed by the individual and the collection site personnel.

2. Specimen Collection Sites

The Agency will designate specimen collection sites/facilities. The facilities will have the personnel, materials, equipment and supervision necessary to provide collection in accordance with 49 CFR Part 40.



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Procedures shall provide for the collection site to be secure. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during the drug testing. A facility normally used for other purposes, such as a public rest room or hospital examining room, may be secured by visual inspection to ensure other persons are not present and undetected access is not possible.

3. Chain of Custody and Collection Control

The collection site personnel shall keep the individual's specimen bottle within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. The chain-of-custody block on the Drug Testing Custody and Control Form shall be executed by authorized personnel upon receipt of the specimen. This form shall be used for maintaining control and accountability of each specimen from the point of collection to shipment/transportation of the specimen.

4. Individual Privacy

Collection procedures shall allow urine specimens to be provided by the individual in private, unless there is reason to believe that the individual may alter or substitute the specimen, as set forth below:

- a) The employee has presented a urine specimen that falls outside the normal temperature (32°-38° C/ 90°-100° F)
- b) The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.).
- c) An employee may also be required to provide a urine specimen under direct observation in the event specimen adulteration is suspected under Section F.4. and H.4. of this policy. However, a higher-level supervisor of the collection site or a designated employer representative shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based upon the circumstances described above. During an observed collection, the employee will be required to raise and lower clothing and turn around in plain view as well as allowing the observer to view the urine stream from the donor to the collection container. Failure to follow the observers instructions during an observed collection to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the employee has any type of prosthetic or other device that could be used



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to interfere with the collection process will be considered a refusal per Section 40.191(a) (9) (10).

- d) If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed in order to collect the specimen. Specimens will not be collected from deceased or comatose employees.

5. Insufficient Volume

Original specimen (with insufficient volume) will be discarded unless temperature is out of range or shows evidence of adulteration or tampering. The individual will remain at the collection site until process is complete.

The individual will be allowed to drink up to forty (40) ounces of fluid. If the specimen is not provided within three (3) hours of the first attempt, the collection process will be discontinued. The individual -will then be referred to the MRO.

The individual will then have five (5) days to obtain a medical examination. The referring physician must be acceptable to the MRO. The medical examination will look for ascertainable physiological conditions or documented pre-existing psychological disorders present at the time of the examination.

6. Specimen Integrity and Identity

The Agency, the employee, and the collection site shall take appropriate precautions to preserve the integrity of the urine specimen by ensuring that it is not adulterated or diluted during the collection procedure and that the urine specimen tested is that of the person from whom it was collected. Collection site personnel will be responsible for maintaining the integrity of the specimen collection and transfer process, but employees are expected to cooperate with collection site personnel and to exercise good faith in conjunction with the specimen collection procedures.

7. Split Specimen Procedures

There must be a sufficient volume of each specimen to allow for it to be subdivided, secured and labeled in the presence of the tested individual and retained in a secured manner to prevent the possibility of tampering. This will allow an individual the opportunity to request a retest of the specimen by an appropriate laboratory in accordance with Section F.7. of this policy.



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8. Transportation to Laboratory

Collection site personnel shall arrange to ship the collected specimens to the drug-testing laboratory. The specimens shall be placed in a container designed to minimize the possibility of damage during shipment (e.g., specimen boxes and/or padded mailers); and those containers shall be securely sealed to eliminate the possibility of undetected tampering with the specimen and/or form. The collection site person shall ensure that the chain of custody documentation is enclosed in each container sealed for shipment to the drug-testing laboratory.

9. Failure to Cooperate

Any employee required to provide a urine sample may be asked to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the employer. The employee will not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling or analysis of the specimen or to indemnify any person for the negligence of others.

If the employee refuses to cooperate during the collection process (e.g., refusal to provide a complete specimen, complete paperwork, initial specimen), the collection site person will inform the Agency representative and document the employee's conduct on the Drug Testing Custody and Control Form. Employees are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the employee to disciplinary action, up to and including termination, independent and regardless of the results of any subsequent drug test.

H. CONTROLLED SUBSTANCE TEST RESULTS

1. Medical Review Officer (MRO)

All confirmed positive and negative test results will be reported by the laboratory directly to the medical review officer (MRO) prior to any results being released to the Agency. The MRO will be a licensed physician with knowledge of substance abuse disorders who has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO will review and consider possible alternative medical explanations for the positive test result as well as the chain of custody to ensure that it is complete and sufficient on its face. The Agency will designate an MRO for its controlled substance testing program.

2. MRO Duties



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The MRO will perform the following functions for the Agency:

- a) **Review the results of drug testing before they are reported to the Agency;**
- b) **Review and interpret each confirmed positive test result to determine if there is an alternative medical explanation for the confirmed positive test result. The MRO may include these steps:**
 - 1) **Conducting a medical interview with the individual tested;**
 - 2) **Reviewing the individual's medical history and any relevant biomedical factors;**
 - 3) **Reviewing all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally purchased medication.**
- c) **Requiring, if necessary, that the original specimen be reanalyzed to determine the accuracy of the reported test result; and**
- d) **Verifying that the laboratory report and assessment are correct.**

3. Action on Positive Test Results

Prior to making a final decision to verify a positive test result for an individual, the MRO will give the individual an opportunity to discuss the test result. The MRO will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact and a medically licensed or certified staff person may gather information from the individual. Except as provided below, the MRO will talk directly with the individual before verifying a test as positive.

If, after making and documenting all reasonable efforts to contact the individual, the MRO is unable to reach the individual directly, the MRO will contact a designated Agency representative who will direct the individual to contact the MRO as soon as possible. If it becomes necessary to reach the individual through an Agency representative, the representative will utilize procedures to ensure, to the maximum extent practicable, the requirement that the individual contact the MRO is held in confidence.

The MRO may verify a test as positive without having communicated directly with an individual about the results in three circumstances:

- a. **If the individual expressly declines the opportunity to discuss the test;**
- b. **If the designated Agency representative has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than five (5) days have passed since the individual was successfully contacted; or**



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- c. If neither the MRO nor employer has successfully contacted the employee after fourteen (14) days of reasonable effort.

If a test is verified as positive because of an individual's failure to contact the MRO, the individual will have the opportunity to provide the MRO with evidence documenting that serious illness, injury or other circumstances unavoidably prevented him/her from timely contacting the MRO. The MRO, on the basis of such information, may reopen the verification and allow the individual to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will declare the test to be negative.

In verification of an opiate positive result the MRO may require that the employee submit to a medical examination by an Agency-designated physician. The purpose of the examination is to determine if there is clinical evidence of unauthorized use of an opiate substance. An employee's refusal to undergo the medical examination may result in a positive test determination.

4. MRO Determinations

If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO will report the test as negative.

If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO shall refer the individual tested to the Agency for further proceedings in accordance with this policy, report the test as positive, and provide the name of drug(s) detected.

If the MRO determines, based upon his/her review of the laboratory inspection reports, quality assurance and quality control data, and other drug test results, that a particular drug test result is scientifically insufficient for further action, the MRO will conclude that the test is canceled.

If the MRO determines that a specimen is unsuitable for testing, the MRO will cancel the test. The MRO will provide medical review and verification for all laboratories and reported substituted specimen results. If the MRO receives a laboratory report identifying the specimen as adulterated, the MRO will report the test as adulterated and inform the Agency that the employee has "refused to test".



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5. Disclosure of Information

The MRO will not disclose to any third-party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:

- a. Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information may be disclosed to third parties and of the identity of any parties to whom the information may be disclosed.**

6. Split Specimen Procedures

The MRO will notify each employee who has a verified positive test that he/she has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. The employee will not be allowed to request a reanalysis of the primary specimen and any retest will be at the employee's expense.

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing, or untestable, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. However, because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

If an employee has not contacted the MRO within seventy-two (72) hours, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed.

I. CONFIDENTIALITY AND RECORDKEEPING

1. Confidentiality

The Agency will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee,



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except where otherwise required or authorized by law. In addition, the Agency's contract with its designated laboratory requires it to maintain all employee test records in confidence.

However, the laboratory or the Agency may disclose information required to be maintained under this policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)

2. Access to Facilities and Records

Upon written request by any covered employee, the Agency will promptly provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The Agency will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 655 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board as part of an accident investigation, the Agency will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

J. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL

1. Employee Education

The Agency will provide employees subject to this policy with education materials explaining the requirements of the Federal Transit Administration drug and alcohol regulations and the Agency policies and procedures for meeting them. In addition, employees will be provided with



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information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem. This information will be included in the following:

- a. Distribution of an employee Personnel Policy Manual.
- b. Display and distribution of a community service hot-line telephone number for employee assistance.

Covered employees will receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms which may indicate prohibited drug use.

Copies of the above materials and this policy will be distributed to each covered employee prior to the start of alcohol and drug testing required herein and to each employee subsequently hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The Agency will retain the original of the signed certificate and will provide a copy to the employee, if requested. The Agency will also provide written notice to representatives of employee organizations as to the availability of this information.

Any questions about the requirements of this policy should be directed to the program contact individual listed in Appendix B.

2. Supervisory Training

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least sixty (60) minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use.

3. Referral, Evaluation and Treatment

a. Available Resources

Any employee who engages in conduct prohibited by this policy will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.



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b. Substance Abuse Evaluation

Although an employee's employment with the Agency may be **terminated for a violation of this policy, employees will be advised to undergo an evaluation by an appropriate substance abuse professional, who will determine what, if any, assistance the employee may need in resolving problems associated with alcohol misuse and/or prohibited drug use.** This requirement will apply regardless of whether such conduct is discovered as a result of a positive drug or alcohol test, or independent employer knowledge. **The referral, evaluation and rehabilitation requirements outlined above apply to job applicants who refuse to submit to or test positive in a pre-employment drug test.**

4. Substance Abuse Professional (SAP)

For purposes of this policy, a substance abuse professional (SAP) is defined as a licensed physician (M.D. or D.O.), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by DOT, NAADAC or ICRC) who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

K. DISCIPLINE

In addition to the removal from safety-sensitive functions required by Federal Transit Administration Regulations, the Agency will take the following disciplinary action against any individual who violates this policy.

1. Applicants

An individual who tests positive on a pre-employment or pre-duty test for a prohibited drug will not be hired for a covered function position. Failure of a drug or alcohol test will disqualify an applicant for employment for a period of two (2) years. **Information on referral to a substance abuse professional will be provided to all applicants who test positive.**

2. Employees

An employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will result in removal from his position for eight (8) hours unless a retest results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.

Any employee that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a Substance Abuse Professional



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(SAP). A positive drug and/or alcohol test will also result in termination of employment.

L. RECORDKEEPING AND REPORTING

1. Retention of Records

The Agency will maintain records relating to this policy as outlined in 49 CFR Part 655. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

2. Management Information System

The Agency will prepare and submit by March 15 of each year, two (2) summary results reports of all drug and alcohol testing performed under this policy. The Agency will also submit these reports for all contractors who were doing contracted services for the covered year. These reports will be submitted to the FTA Office of Safety and Security. The alcohol summary will contain all of the information required by 49 CFR Part 655 and the drug summary will contain all the information in 49 CFR Part 655.



APPENDIX A

OmniTrans' Safety-Sensitive Function Job Classifications

Dispatcher
Dispatch Supervisor
Coach Operator
Field Supervisor
Fleet Safety and Training Supervisor
Fleet Safety and Training Instructor
Shift Supervisor
Equipment Mechanic
Mechanic Helper
Tire Repair Worker
Utility Service Worker
Any Other Employee who holds a Commercial Driver's License and
Performs a Function that Requires a Commercial Driver's License.



APPENDIX B

Company Drug and Alcohol Testing Program Contact

For all questions concerning the Agency's policy or implementation of the Agency's drug and alcohol testing program, employees should contact the individual named below:

Name:	Suzanne Pfeiffer
Title:	Director of Human Resources
Address:	1700 W. 5 th Street San Bernardino, CA 92411
Phone:	(909) 379-7261



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SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

I. Purpose

It is the policy of Omnitrans to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Agency prohibits the possession of firearms and weapons in the work place, regardless of any license or permit that an individual may have which otherwise authorizes the individual to carry firearms or weapons.

It is illegal and a criminal violation to possess weapons in public buildings (California Penal Code 171b and 171.7).

II. Scope

This policy applies to all Omnitrans employees, including but not limited to staffing agency workers and contractors working for or with the Agency at any time, regardless of whether the Agency is the actual employer.

Possession of firearms and weapons is prohibited at all Omnitrans' offices, parking lots, agency vehicles and job sites, and in all Agency vehicles.

The following person/s are exempt from this policy as stated: a guard of a contract carrier operating an armored vehicle, and any law enforcement officer who is carrying out official duties engaged in protecting and preserving property or life within the scope of his or her employment.

Omnitrans will strictly enforce this policy. Violation of this policy will result in immediate disciplinary action, up to and including termination.

III. Procedure

A. COMMUNICATION OF POLICY

(a) Each employee of the Agency shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment and of all new and revised policies throughout the employee's employment shall be maintained in each employee's personnel file.

(b) A copy of this policy shall be attached to each contractor's contract, and shall become a part of its contract. The contractor shall be responsible for communicating this policy to its employees and any subcontractors to which the contractor sublets any portion of its contract.



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B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:

- (1) to and from work,
- (2) when conducting Agency business,
- (3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) "Reasonable suspicion" is defined as a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,



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up to and including separation of employment.

(b) Violations by a contractor's employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor's employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee's manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

OmniTrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee's work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor



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poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.



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J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.

- A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
- A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
- A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
- Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
- Any destructive device;
- Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
- An electric weapon such as a taser gun;
- Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
- Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)

2. **Office:** All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.

3. **Parking lot:** All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.

4. **Agency vehicle:** All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.



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5. **Search:** To examine in order to find something concealed.

6. **Job sites:** Any and all locations where the agency conducts business.

SIGNS

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.
2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.