



ADMINISTRATIVE AND FINANCE COMMITTEE

THURSDAY, AUGUST 10, 2017– 8:00 A.M.

OMNITRANS METRO FACILITY

1700 WEST 5TH STREET

SAN BERNARDINO, CA 92411

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

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

ST. LOUIS UNION STATION HOTEL, CURIO COLLECTION BY HILTON

1820 MARKET STREET, ST LOUIS, MO 63103

THIS LOCATION IS ACCESSIBLE TO THE PUBLIC AND MEMBERS OF THE PUBLIC MAY ADDRESS THE COMMITTEE FROM THIS TELECONFERENCE LOCATION.

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: Thursday, September 14, 2017, 8:00 a.m.
Omnitrans Metro Facility Board Room

C. COMMUNICATIONS FROM THE PUBLIC

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

D. POSSIBLE CONFLICT OF INTEREST ISSUES

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

N/A

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – May 11, 2017
2. Receive and File Omnitrans; Director of Finance Report on the Price of Compressed Natural Gas
3. Recommend the Board of Directors Review New Policy and Procedures: Electronic Communications

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ADMINISTRATIVE AND FINANCE COMMITTEE

THURSDAY, AUGUST 10, 2017– 8:00 A.M.

OMNITRANS METRO FACILITY

1700 WEST 5TH STREET

SAN BERNARDINO, CA 92411

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| 4. Recommend the Board of Directors Authorize the CEO/General Manager to Request a Letter of No Prejudice from the Federal Transit Administration for the Redlands Passenger Rail Project | 18 |
| 5. Receive and Forward to the Board of Directors Annual Internal Audit Workplan and Schedule FY2018 | 20 |
| 6. Recommend to the Board of Directors Ratification of Change Order 3 to Contract IFB-IPMO16-98, sbX E Street Corridor Public Address (PA) System | 38 |
| 7. Recommend to the Board of Directors Funding Agreement between Community Senior Services and Omnitrans | 48 |
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F. ADJOURNMENT

ITEM # _____ E1 _____

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, MAY 11, 2017**

A. CALL TO ORDER

Committee Chair Ed Graham called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, May 11, 2017.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Council Member Ed Graham, City of Chino Hills
Council Member David Avila, City of Yucaipa
Mayor Carey Davis, City of San Bernardino
Council Member Patricia Gilbreath, City of Redlands
Supervisor Curt Hagman, County of San Bernardino
Council Member John Roberts, City of Fontana
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Mayor Pro Tem Spagnolo, City of Rancho Cucamonga
Council Member Alan Wapner, City of Ontario

Committee Members Absent

Mayor Paul Eaton, City of Montclair

OmniTrans Administrative Staff Present

Diane Caldera, Director of Operations
Marge Ewing, Director of Human Resources/Safety & Security
Jacob Harms, Director of Information Technology
Doug Stanley, Interim Director Special Transit Services
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Jeremiah Bryant, Service Planning Manager
Omar Bryant, Maintenance Manager
Maurice Mansion, Treasury Manager
Eugenia Pinheiro, Contracts Manager
Loretta Rains, Rail Safety & Compliance Officer
Julienne Overland-Villegas, Senior Executive Assistant to the CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, June 15, 2017, at 8:00 a.m.

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 identified.

E. DISCUSSION ITEMS

CEO/General Manager, P. Scott Graham requested that Item E6 be pulled from the agenda.

1. Approve Administrative & Finance Committee Minutes – April 13, 2017

M/S (Wapner/Hagman) that approved the Committee Minutes of April 13, 2017. Chair Graham abstained. Motion was approved by remaining Members present.

2. Receive and File Director of Finance Report – Price of Compressed Natural Gas

Director of Finance Don Walker presented this item. He reported that the price of natural gas for the months of April and May 2017 is \$0.73 per gallon. He explained that the average price for the eleven months of this fiscal year is \$0.75, which is \$0.09 higher than the budgeted amount of \$0.66. Mr. Walker stated that although \$0.09 may seem low, when multiplied by \$4.5 million gallons annually, the figure equates to \$405,000. Additionally, he explained that it takes 1½ gallons of Liquefied Natural Gas to make one gallon of Compressed Natural Gas (CNG), thus increasing the \$405,000 to \$607,000. Mr. Walker stated that the total CNG budget for 2017 is \$2.5 million. As of April, the total cost for CNG is \$3.1 million, resulting in a \$600,000 shortfall. He mentioned that the Agency received \$1.5 million in Alternative Fuel Tax Credits, which can offset any shortfall in May and June. The CNG budget for 2018 is \$2.5 million and is the same amount as in 2017; however is \$1.9 million lower than FY16. Lastly, he stated that the goal is to have the pipeline fueling infrastructure completed by July 2017.

Member Robles arrived at 8:02 a.m.

This item was received and filed.

3. Recommend the Board of Directors Adopt New Policy #707 Prohibiting Weapons in the Workplace; and Proposed Changes to Existing Policies

Director of Human Resources/Safety & Security Marjorie Ewing presented this item.

Chair Graham referred to Policy #224, Interview and Relocation Expenses, and questioned the section on payment for interview expenses for Senior and Mid-Level Management positions.

Ms. Ewing explained that this policy was approved in 2006 to assist with the recruitment of hard to fill positions and is applied on a case-by-case basis. She further explained that staff researched other transit agencies and found that Omnitrans' policy would be comparable to those agencies.

M/S (Hagman/Gilbreath) that recommended the Board of Directors adopt:

1. New Policy to the Personnel Policy Manual:

- #707 Prohibiting Weapons in the Workplace

2. Proposed Revisions to Existing Policies:

- #214 Rest and Meal Periods
- #215 Moonlighting & Outside Work
- #222 Employment of Relatives
- #224 Interview and Relocation Expenses
- #601 Group Health Related Insurance Plans
- #604 Life Insurance and Long Term Disability Plans
- #605 Deferred Compensation
- #609 Bereavement
- #613 Holidays
- #801 Smoking
- #1009 Travel/Training Authorization and Expense Reimbursement

Member Graham opposed. Motion was approved by remaining Members present.

4. Recommend the Board of Directors Adopt Proposed Procurement Policy Manual Changes

Interim Director of Procurement Eugenia Pinheiro presented this item. She informed the Committee that the Board originally approved the Omnitrans Procurement Policy Manual in January 2002. Ms. Pinheiro stated that policy changes have been made following audit recommendations or as needed to be in compliance with Federal Transit Administration (FTA) guidelines. She noted that General Counsel has reviewed the proposed changes. Ms. Pinheiro pointed out that the two notable changes that may be of interest to the Board are the following:

- 1) Increase Procurement small threshold amount from \$100,000 to \$150,000. If adopted, Board approval will be required for Release of Solicitation for solicitations over \$150,001.
- 2) P-Card Program threshold for P-Card purchases increased from \$2500 to \$3000.

M/S (Graham/Roberts) that recommended the Board of Directors adopt the proposed changes to the Procurement Policy Manual, effective June 7, 2017. Motion was approved unanimously by all Members present.

5. Recommend the Board of Directors Approve Re-Evaluation of Two Existing Positions

Director of Human Resources/Safety & Security Marjorie Ewing presented this item. She stated that the following two positions are being recommended for re-evaluation:

- 1) Database Administrator, from Level IV to Level III with a new title of Database Manager
- 2) Network Technician, from Level VI to Level V

Ms. Ewing explained that the two positions were evaluated in accordance with the Salary Administration Program and the increased duties merit a salary increase for each position. The increase in cost is \$710.24 for the remainder of FY17, and \$8522.87 for FY18.

M/S (Roberts/Hagman) that recommended the Board of Directors approve the re-evaluation of two existing positions: Database Administrator, Level IV to a Level III with a new title of Database Manager; the second re-evaluation of Network Technician, Level 6 to Level 5 effective date of June 7, 2017. Motion was approved unanimously by all Members present.

The Committee expressed interest in reviewing the Omnitrans Salary Administration Policy and asked that this policy be brought forth for discussion.

Member Davis announced that the Inland Empire District Export Council in cooperation with the San Bernardino International Airport (SBD), the United States Department of Commerce, San Manuel Band of Mission Indians, and Cal State San Bernardino will be presenting the 23rd Annual Inland Empire World Trade Conference at the SBD on May 17, 2017 from 9:00 a.m. to 4:00 p.m.

F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:16 a.m.

The next Administrative and Finance Committee Meeting is scheduled Thursday, June 15, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # E2

DATE: August 10, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Don Walker, Director of Finance

**SUBJECT: OMNITRANS' DIRECTOR OF FINANCE REPORT ON THE PRICE OF
COMPRESSED NATURAL GAS (CNG)**

FORM MOTION

Receive and file the Director of Finance's update on the price of compressed natural gas. This monthly update will continue until the transition to pipeline gas at both East and West Valley facilities are completed.

BACKGROUND

Fiscal Year 2018 annual budget for fueling the fixed route buses is estimated at \$1,854,241; compared to our FY2017 budget of \$3,764, 366. This averages to \$154,520 monthly budget for fuel. The actual cost for fuel for the month of July 2017 was \$307,068. The cost is \$152,548 or 98.7% over budget. The over budget variance will continue until both East and West facilities are operational using pipeline gas. The West Valley facility is in the "equipment testing" phase and is scheduled to be operational by August 12, 2017. The East Valley facility is not scheduled for completion until September 2017.

Additionally, once a facility starts using pipeline fuel, low carbon fuel standards (LCFS) credits will be generated and sold returning an estimated \$72K monthly return, and \$864K annually on this capital investment. GHI Energy, the third-party administrator for this program is in place and ready to provide the service once fueling with pipeline gas begin.

PSG:DW

ITEM # E3

DATE: August 10, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Haviva Shane, General Counsel

**SUBJECT: NEW POLICY AND PROCEDURES:
ELECTRONIC COMMUNICATIONS**

FORM MOTION

Review proposed electronic communications policy and procedures, and forward to the Board for consideration.

BACKGROUND

Executive Committee Consideration:

At the Executive Committee meetings held on June 2, 2017 and July 7, 2017, the Committee considered a draft electronic communications policy related to the California Supreme Court decision in *City of San Jose v. Superior Court* holding that electronic communications stored on the private, nongovernmental accounts of local agency officials could be considered “public records” and subject to disclosure under the Public Records Act. The Court’s decision is further detailed below.

The Executive Committee directed General Counsel to craft revisions to the policy to narrow its application to office staff as opposed to all Omnitrans staff; to provide for an Omnitrans administrative account for use by Board members when transmitting e-mails related to Omnitrans business on a non-Omnitrans electronic mail account; and to make changes to the policy related to its application to Board members. Revisions directed by the Executive Committee include a change to the title to clarify the Executive Committee’s intent that the provisions, while establishing a policy for applicable staff members, which includes possible penalties for violation, is intended only to set forth a procedure related to electronic communications, as applies to Board members.

The revised version of the policy and procedures, approved by the Executive Committee, is attached to this agenda item.

Court Decision:

The California Supreme Court issued a decision in *City of San Jose v. Superior Court* on March 2, 2017 holding that electronic communications stored on the private, nongovernmental accounts of local agency officials could be considered “public records” and subject to disclosure under the Public Records Act (“the Act”).

The court held that when an official or employee of a local agency owns, uses or retains communications that qualify as a “public record” on their private devices, that activity is attributable to the agency. (Thus, an e-mail sent to a local agency official or employee and used or retained by the official or employee, even though not prepared by an official or employee, can be a “public record.”) The court rejected the idea the agency had to have actual or constructive possession of the communication. The court concluded that a public record does not lose its status as such because it is located in an employee’s personal account, and that a writing has been “retained” by the agency even if the writing is located in the employee’s personal account.

The court held that a communication can be a “public record” at the instant that it is prepared by or received and used or retained by a local agency official or employee and its location or where it is found has no effect on its status as a “public record.”

The court’s recognition that electronic communications can constitute “public records” and its further guidance that such a determination is made at the moment the record is prepared, used or retained by a local agency official or employee implicates an agency’s public records disclosure and retention obligations and policies.

DISCUSSION

In its opinion, the court discussed policies local agencies might consider to ensure compliance with the Act given its decision. One potential policy is requiring an official or employee who has no responsive records or who refuses to disclose “contested” records to provide an affidavit to permit the agency, and a court should litigation ensue, to determine, whether there is a sufficient factual basis to withhold documents. For example, either the documents are non-responsive or exempt from disclosure under the Act. Such an affidavit would include information on the nature and extent of the search conducted, the results of the search and the nature of the records found that are “contested” and specification the exemption(s) from disclosure under the Act.

The court also urged local agencies to adopt policies to “reduce the likelihood of public records being held in an employee’s private account.” The court wrote: “For example, agencies might require that employees use or copy their governmental accounts for all communications touching on public business” (as required by federal agency employees to ensure compliance with FOIA).

General Counsel’s office has provided a draft policy aimed at addressing concerns raised by the *San Jose* case, and has revised the draft pursuant to Executive Committee direction. In addition, Omnitrans’ Senior Executive Assistant to the CEO/General Manager, Julianne Overland-Villegas, has worked with IT staff on creating an administrative account for use by Board members when using electronic communications to discuss Omnitrans’ business. The administrative account and its proposed use shall be discussed as part the presentation of this item.

ELECTRONIC COMMUNICATIONS POLICY AND PROCEDURES POST SAN JOSE

Background and Purpose

The Omnitrans Board of Directors as the legislative body of Omnitrans hereby adopts the following policy and procedures regarding the conduct of Omnitrans' business via electronic communications by employees and by Authority officials. Specifically, this policy is adopted in light of the City of San Jose case, which held that a city employee's communications related to the conduct of public business do not cease to be public records under the California Public Records Act, simply because they were sent or received using a personal account or personal device.

Existing and emerging electronic communications technologies have become an integral part of the ability of Authority staff members and officials to efficiently and effectively conduct Authority business. Such technology has the potential to enhance communications with the public and provide a higher level of service to the citizens of the Authority. However, with such technology in the work environment, the Authority must ensure it continues to meet its legal obligations with respect to transparency in the conduct of the people's business, including in the area of public records disclosure and retention requirements. To that end, the following protocol will be followed by staff, and is recommended for Authority officials.

Definitions

For purposes of this policy, the following definitions apply:

"Authority" means the Omnitrans Joint Powers Authority.

"Authority employee" shall mean any office staff of the Authority.

"Authority official" shall mean any board member of the Authority.

"Authority business" shall be construed broadly to mean information relating to the conduct of the public's business or communications concerning matters within the subject matter of the Authority's jurisdiction, including, but not limited to, pending or potential Authority projects, past or prospective Authority agenda items, or Authority budgets or expenditures involving Authority funds. Resolution of the question will involve an examination of several factors, including: (a) the content itself; (b) the context in, or purpose for which, it was written; (c) the audience to whom it was directed; (d) the purpose of the communication; and (e) whether the writing was prepared by an Authority employee acting or purporting to act within the scope of his or her employment.

"Electronic communications" includes any and all electronic transmission, and every other means of recording upon any tangible thing in any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

Without limiting the nature of the foregoing, “electronic communications” include e-mails, texts, voicemails, and also include communications on or within commercial applications (apps) such as Facebook Messenger, Twitter, WhatsApp, etc.

“Electronic messaging account” means any account that creates, sends, receives or stores electronic communications.

Policy/Protocols

1. All Authority employees shall be assigned an Authority electronic messaging account. Any Authority official who requests an Authority electronic messaging account shall be assigned such an account.
2. An Authority administrative account shall be created for use by Authority officials. It is the policy of Authority that Authority officials copy all electronic communications related to Authority business to the Authority administrative account.
3. Authority accounts shall be used to conduct Authority business. Authority employees shall not use personal accounts for the creation, transmission or storage of electronic communications regarding Authority business.
4. All Authority employees shall, within 15 days following the adoption of this policy, search all private, nongovernmental electronic messaging accounts to which they have user access and locate any electronic communications that might constitute a “public record”, because it involved “Authority business”, as set forth above. All such communications shall be forwarded to the Authority employee’s Authority-provided account. To the extent the Authority employee believes that any part of such communications contain personal matter not related to the conduct of the public’s business, the Authority employee shall provide a declaration, as set forth in paragraphs 10 and 11, below. Authority officials are encouraged to comply with the requirements in this provision by forwarding public records to the Authority administrative account, or to the Authority electronic messaging account of said official, as applicable.
5. Authority accounts, along with the attendant access to the Authority’s account server, are solely for the Authority and Authority employee’s or official’s use to conduct Authority business and shall not be used for personal business or political activities. Incidental use of Authority electronic messaging accounts for personal use by Authority employees or officials is permissible, though not encouraged.
6. If an Authority employee receives an electronic message regarding Authority business on his/her non-Authority electronic messaging account, or circumstances require such person to conduct Authority business on a non-Authority account, the Authority employee shall either: (a) copy (“cc”) any communication from an Authority employee’s personal electronic messaging account to his/her Authority electronic messaging account; or (b) forward the associated electronic communication to his/her Authority account no later than 10 days after the original creation or transmission of the electronic communication. Authority officials are encouraged to

comply with this policy by forwarding messages to the Authority administrative account or to the official's Authority electronic messaging account, as applicable.

7. Authority employees shall endeavor to ask persons sending electronic communications regarding Authority business to a personal account to instead utilize the Authority employee's account, and likewise shall endeavor to ask a person sending an electronic communication regarding non-Authority business to use the Authority employee's personal or non-Authority electronic messaging account.
8. Authority employees and officials understand they have no expectation of privacy in the content of any electronic communication sent or received on an Authority account or communication utilizing Authority servers. Authority provided electronic devices, including devices for which the Authority pays a stipend or reimburses the Authority employee, are subject to Authority review and disclosure of electronic communications regarding Authority business. Authority employees and officials understand that electronic communications regarding Authority business that are created, sent, received or stored on an electronic messaging account, may be subject to the Public Records Act, even if created, sent, received, or stored on a personal account or personal device.
9. In the event a Public Records Act request is received by the Authority seeking electronic communications of Authority employees or officials, the Senior Executive Assistant to the CEO/General Manager ("Executive Assistant") shall promptly transmit the request to the applicable Authority employee(s) or official(s) whose electronic communications are sought. The Executive Assistant shall communicate the scope of the information requested to the applicable Authority employee or official, and an estimate of the time within which the Executive Assistant intends to provide any responsive electronic communications to the requesting party.
10. It shall be the duty of each Authority employee and official receiving such a request from the Executive Assistant to promptly conduct a good faith and diligent search of his/her personal electronic messaging accounts and devices for responsive electronic communications. The Authority employee or official shall then promptly transmit any responsive electronic communications to the Executive Assistant. Such transmission shall be provided in sufficient time to enable the Executive Assistant to adequately review and provide the disclosable electronic communications to the requesting party.
11. In the event an Authority employee or official does not possess, or cannot with reasonable diligence recover, responsive electronic communications from the Authority employee's or official's electronic messaging account, the Authority employee or official shall so notify the Executive Assistant, by way of a written declaration, signed under penalty of perjury. In addition, an Authority employee or official who withholds any electronic communication identified as potentially responsive must submit a declaration under penalty of perjury with facts sufficient to show the information is "personal business" and not "public business" under the Public Records Act. The form of the declaration is attached hereto as Attachment A.

12. It shall be the duty of the Executive Assistant, in consultation with the Authority's Legal Counsel, to determine whether a particular electronic communication, or any portion of that electronic communication, is exempt from disclosure. To that end, the responding Authority employee or official shall provide the Executive Assistant with all responsive electronic communications, and, if in doubt, shall err on the side of caution and should "over produce". If an electronic communication involved both public business and a personal communication, the responding Authority employee or official may redact the personal communication portion of the electronic communication prior to transmitting the electronic communication to the Executive Assistant. The responding Authority employee or official shall provide facts sufficient to show that the information is "personal business" and not "public business" by declaration. In the event a question arises as to whether or not a particular communication, or any portion of it, is a public record or purely a personal communication, the Authority employee or official should consult with the Executive Assistant or Legal Counsel. The responding Authority employee or official shall be required to sign a declaration, in a form acceptable to Legal Counsel, attesting under penalty of perjury, that a good faith and diligent search was conducted and that any electronic communication, or portion thereof, not provided in response to the Public Records Act request is not Authority business.
13. Authority provided AB 1234 (ethics) training should include a discussion of the impacts of the City of San Jose case and this policy. Such training should include information on how to distinguish between public records and personal records. Authority employees who receive AB 1234 training from other providers should actively solicit training from the alternative provider on the impacts of the City of San Jose case.
14. Authority employees and officials understand that electronic communications regarding Authority business are subject to the Authority's records retention policy, even if those electronic communications are or were created, sent, received or stored on an Authority employee's or official's personal electronic messaging account. It is a felony offense to destroy, alter or falsify a "public record". As such, unless the Authority employee or official has cc'd/transmitted electronic communications in accordance with paragraph 4 above, or as otherwise specified in this policy, that Authority employee or official must retain all electronic communications regarding Authority business, in accordance with the Authority's adopted records retention policy, regardless of whether such electronic communication is originally sent or received on a personal electronic messaging account.
15. Failure of an Authority employee to abide by this policy, following its adoption, may result in one or more of the following:
- Disciplinary action, up to and including termination;
 - Censure (for elected employees);
 - Revocation of electronic device privileges (including revocation of stipend or reimbursement);

- Judicial enforcement against the Authority employee directly, by the requesting party; and
- If this policy is adopted by way of ordinance, such penalty as is provided for violation of Authority ordinance.

16. This policy does not waive any exemption to disclosure that may apply under the California Public Records Act.

ATTACHMENT A

DECLARATION

[attached on following page]

In the matter of:

California Public Records Act Request
Pursuant to Gov. Code § 6250 *et seq.*

Re: _____

Insert shorthand name of record request, including
request number, if applicable

Requester: _____
Print or type name of requester

Declaration of:

Print or type name of employee

**Regarding Search of Personal Electronic
Messaging Account**

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
OMNITRANS JOINT POWERS AUTHORITY

I, _____ declare:
Print name

1. I received notice of a California Public Records Act ("CPRA") request regarding a search of my personal electronic messaging account(s).

2. I understand that the CPRA request seeks:

Insert text of CPRA request.

3. I am the owner or authorized user of the following personal electronic messaging account and have the authority to certify the records:

Insert description of personal electronic messaging account(s).

4. I have made a good faith, diligent, thorough, and complete search of the above mentioned personal electronic messaging account(s) for all electronic communications potentially responsive to the above mentioned CPRA request.

5. Any responsive electronic communications discovered, and referenced below, were prepared or used by me in the ordinary course of business at or near the time of the act, condition or event.

6. Any responsive electronic communications discovered, and referenced below, are true copies of all records described in the above mentioned CPRA request.

Check the applicable box:

- ☐ I certify that I do not possess responsive electronic communications.
- ☐ I certify that I cannot reasonably recover responsive electronic communications.

Explain efforts to retrieve responsive electronic communications and why you were unable to recover responsive electronic communications.

- ☐ I certify that I discovered potentially responsive electronic communications from my personal electronic messaging account, but I am withholding that information because the information is "personal" business. This is for the following reasons:

Describe with sufficient facts why the contested information is personal business and not subject to the CPRA. Attach additional pages, if necessary.

- ☐ I certify that I discovered potentially responsive electronic communications from my personal electronic messaging account. I am providing all responsive information. However, some information is nonresponsive and I am withholding that information, because the information is personal business. This is for the following reasons:

Describe with sufficient facts why the contested information is personal business and not subject to the CPRA. Attach additional pages, if necessary.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I have personal knowledge of the facts set forth above.

Executed this ____ day of _____, 20____, in _____, California.

By: _____
Print Name: _____

ITEM # E4

DATE: August 10, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Maurice Mansion, Treasury Manager

SUBJECT: LETTER OF NO PREJUDICE FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE REDLANDS PASSENGER RAIL PROJECT

FORM MOTION

Recommend the Board of Directors authorize the CEO/General Manager to request a Letter of No Prejudice (LONP) from the Federal Transit Administration (FTA) regarding the purchase of passenger rail vehicles for the Redlands Passenger Rail Project (RPRP).

BACKGROUND

Omnitrans and San Bernardino County Transportation Authority (SBCTA) entered into Contract 17-1001748. The contract is the funding agreement and management responsibilities for the RPRP. The contract stipulates that Omnitrans is the recipient of all federal funds for the project and SBCTA the subrecipient. Therefore, Omnitrans is responsible for all contractual agreements with the FTA.

In July 2017, SBCTA Board of Directors gave approval to SBCTA Executive Director to request a LONP from the FTA in order to procure passenger rail vehicles.

A LONP permits a Project Sponsor (SBCTA through Omnitrans) to incur costs on a project using non-federal resources with the understanding that the costs incurred after the LONP may be reimbursable as eligible expenses or may be eligible for credit toward local matching share if the project is approved for federal funding at a later date.

Staff is seeking Omnitrans' Board of Directors approval to allow Omnitrans acting on behalf of SBCTA, to request a LONP to proceed with the purchase of passenger rail vehicles.

CONCLUSION

Recommend the Board of Directors authorize the CEO/General Manager to request a Letter of No Prejudice for the purchase of passenger rail vehicles from the Federal Transit Administration.

PSG:MM

ITEM # E5

DATE: August 10, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Samuel Gibbs, Director of Internal Audit Services

SUBJECT: ANNUAL INTERNAL AUDIT WORKPLAN AND SCHEDULE FY2018

FORM MOTION

Receive and forward to the Board for receipt and file the Annual Internal Audit Workplan and Schedule FY2018 (Attachment A) and Schedule (Attachment B).

BACKGROUND

The Department of Internal Audit Services was approved by the Omnitrans Board of Directors on January 9, 2008. Internal Audit Services has been providing services to Omnitrans since April 2008. One of the responsibilities assigned to the Director of Internal Audit Services is to conduct a risk assessment of the Agency annually and develop a workplan which includes audit engagements and activities for mitigation of risk.

ANALYSIS

Internal Audit Services helps Omnitrans accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes. The workplan outlines the audit activities to mitigate the potential risk identified by the assessment. Mitigation will consist of a mixture of audit engagements, strengthening of internal controls, and an evaluation of policies and procedures.

PSG:SJG

Attachments



Omnitrans Department of Internal Audit Services

Internal Audit Report 17-05

Risk Assessment and FY 2018 Workplan

Auditor Name: Samuel Gibbs, PhD

Audit Date: July 1, 2017

Risk Assessment
July 2017

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INTERNAL AUDIT ATTRIBUTES

Purpose

Mission

Omnitrans established the Department of Internal Audit Services (DIAS) to strengthen internal controls and to promote the economy, efficiency and effectiveness of Omnitrans operations. The mission of the DIAS is to provide independent, objective assurances of Omnitrans' operations. The DIAS will help Omnitrans accomplish its objectives by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of risk management, controls, and the governance processes. The DIAS shall carry out independent and objective audits and reviews to accomplish its mission.

Goals and Objectives

DIAS is an internal service organization which assists Omnitrans management in ensuring:

- Omnitrans operates in accordance with Omnitrans procedures and applicable laws and regulations.
- Risks are appropriately identified and managed.
- Programs, plans and objectives are achieved.
- Adequate and effective systems of internal controls are in place.
- Important financial, managerial and operating information is accurate, reliable, and timely.
- Omnitrans' contract and contract change order audits are conducted in a timely manner.
- Quality and continuous improvement are fostered in Omnitrans' control process.
- Significant legislative or regulatory issues impacting Omnitrans are recognized and addressed appropriately.
- Omnitrans' assets and resources are adequately safeguarded, and Omnitrans' operations are managed economically, efficiently and effectively.

DIAS participates and cooperates with management to ensure that Omnitrans successfully achieves its mission.

Organizational, Independence, Structure, and Resources

DIAS is given complete independence by Omnitrans' executive management in using its resources, in selecting an area to be audited and the methodology to be used, and in determining the conclusions and recommendations resulting from its work. The Director of DIAS reports directly to the Chief Executive Officer/General Manager with a dotted line to the Administrative and Finance Committee of the Board of Directors.

DIAS shall submit written audit reports to the CEO/General Manager, and to the Board of Director's Administrative and Finance Committee, as needed.

All Omnitrans departments, programs, functions, systems, contracts and activities are subject to audits by DIAS. DIAS shall initiate audits activities based on assessed risk, legislative mandates and regulations, and in the response to requests from Omnitrans Board of Directors, CEO/General Manager, and department directors. DIAS auditors and staff shall have complete and unrestrictive access to all books, records, documents, reports, plans, contracts, and other relevant materials, as well as to all Omnitrans personnel and its third party contractors. Omnitrans management and staff shall cooperate fully with DIAS auditors during discharge of their duties, to include prompt reply to DIAS audit reports findings and recommendations, in accordance with Omnitrans procedures for audit resolution and follow-up.

RISK ASSESSMENT

Standards of Audit Practices

DIAS auditors, in conducting this risk assessment, adhered to the professional standards set forth in the Government Audit Standards promulgated by the Comptroller of the United States, and the International Institute of Internal Auditors (IIA), (e.g. *Standards for Professional Practice*).

What is Risk?

Risk can be defined as the combination of the probability of an event and its consequences. In simple terms, risk can be seen as a combination of the chance that something may happen and the degree of damage or loss that may result if it does occur.

What is Risk Management?

Risk management is the process of recognizing risk and developing methods to both minimize and manage the risk. This approach requires the development of a method to identify, prioritize, treat (deal with), control and monitor risk exposures. In risk management, the process is followed where the risks are assessed against the likelihood (chance) of them occurring and the severity or amount of loss or damage (impact) which may result if they do happen.

The Annual Internal Audit Risk Assessment is intended to demonstrate:

- The breadth and depth of audit activities addressing financial, operational, strategic, hazards, and compliance of the Agency in relationship to the associated risk;
- Accountability for our resources; and
- The progress in our efforts to continually improve the Agency's Internal Audit program.

It is the intent to convey a current sense of the Agency's internal control environment and the extent to which controls are being assessed by regular audit activities, addressed proactively through advisory services, or investigated as a result of issues raised.

Frequency Performed

Risk Assessments with a Workplan shall be performed annually, or as directed by the Administrative and Finance Committee of the Board of Directors, or the CEO/General Manager. Audit engagements will be conducted as outlined in the Workplan schedule according to the potential for weakened internal control or increased risk. (Attachment B)

Process and Methodology

The process will involve consideration of all potential risks facing Omnitrans in pursuing its strategies with risks broken down into appropriate headings (e.g. strategic, operational, financial, human resources, legal/regulatory and technological), and identified with the designated departments.

All risks should be clearly defined together with the controls that currently exist to manage them. An assessment of the adequacy of the present control system will avoid duplication of resources because several of the identified risks may already prove to be effectively controlled.

Risk will be determined by performing the following evaluations:

- Interview of the director and all key personnel in each operating department.
- A recap of all previous internal and external audits over the last 24 months.
- The use of self-assessment risk review list of questions provided by the FTA specifically designed to address risk in transit.
- A review of the Agency's strategic objectives.

It is important that the internal systems and procedures in place are adequate to manage the identified risk. Where control weaknesses are identified, these should be noted so that the proposed action is taken to remedy such weaknesses.

Internal Audit Services will undertake the identification of risks. Input will be obtained from the individual operating departments to ensure that all risks have been taken into account, and important risk and control issues have not been overlooked.

The CEO/General Manager will review and initial off on all reports within thirty (30) days of the scheduled audit/engagement.

Risk Domains

The risks facing the Agency today can be classified into domains that Enterprise Risk Management (ERM) recognizes:

Strategic:

The Strategic Domain is risk related to the ability of the organization to grow and expand. Examples include customer relations, ridership, planned growth, new projects, and any change in governance structure as a result of planned growth. This process includes an evaluation of the alignment of the Agency's strategies to the actual activities of the Agency; additionally, how will the strategies and activities be measured? The Agency's Management Plan has been tied to the 2017-2020 Strategic Plan.. The FY 2018 Management Plan provides a set of actions to align the efforts of the Omnitrans' Senior Leadership Team in its decision-making and execution of strategies to the multi-faceted needs and desires of the region. It is an example of the type of strategic business actions used to improve business operations. This involves evaluating products and services, examining labor performance, procurement costs, delivery processes and customer satisfaction. The CEO/General Manager and the Senior Leadership Team (SLT) integrated the 12-month Management Plan into the three years Strategic Plan for implementation in FY2018. It serves as the basis for evaluation of progress and performance on the Strategic Plan in FY 2018.

Operational:

The Operational Domain (the term operation in this case is not referring to vehicle operations) is derived from the organization's core business, including its systems, practices, policies, and procedures. Examples include procurement and planning policies. The Senior Leadership Team has developed a dashboard that includes strategic initiatives taken from the Fiscal Year 2018 Management Plan. The strategic initiatives will be reviewed monthly in the Senior Leadership Team Meeting. Progress of the strategic initiatives will be reported to the Board of Directors quarterly.

Financial:

The Financial Domain deals with risk related to the organization's ability to acquire, raise, or access capital, as well as the costs associated with the transfer of risk (insurance and the use of consultants). Examples might include federal, state, and local funding. The Financial domain also includes the activities associated with securing funds that are passed through the Agency to a sub-recipient. Additionally, the Agency has to determine the risk appetite versus the potential savings for all forms of insurance. Finance has to determine and maintain the right risk management strategy for a public agency while optimizing the potential savings. Staff continues to look for cost cutting opportunities by evaluating all aspects of administration and operations.

Human Resources:

The Human Resources Domain relates to the risk related to recruiting, retaining and managing the workforce. Examples include workers' compensation, FMLA, employee turnover, absenteeism, and discrimination. The Agency has placed emphasis on succession planning, skills inventory, training, and development to improve the internal applicant base. The average age of the Agency's workforce is 49. Human Resources have adopted a plan to address the retirement of key personnel. The ultimate goal is to develop new innovative programs to attract and retain quality employees. Success will be measured by the Agency's ability to keep service on the street and reduce lost service and unplanned overtime. During FY 2018 the Agency contracted a consultant, Insight Strategies, Inc. to aide with the implementation of a Leadership Program. A preliminary review of the proposed Leadership Program indicates a strong commitment from all directors will be necessary. Additionally, the IT and HR Departments are working implemented an online employment application process, which will narrow the timeframe for evaluating perspective candidates.

Legal/Regulatory:

The Legal/Regulatory Domain is risk related to transit statutory and regulatory compliance. Examples include the changes in internal policies as a result of the changes in the FTA Circular 4220.1F, and adherence to changes in reporting filtered down to the Agency from the FTA. The FTA has placed emphasis on Buy America, Procurement best practices, construction project management, and management of grants three years or older. All Office of Management and Budget (OMB) federal grant circulars have been combined into 2 CFR Part 200. Title 2 CFR Part 200 may be referred to as the new super circular, Uniform Grant Guidance (UGG), Uniform Guidance (UG), or 2CFR200. The single audit guidelines for the Agency have transition from OMB A-133 to 2CFR200, which has highlighted some new reporting requirements.

Technological:

The Technology Domain is risk associated with equipment, devices, and reporting systems. Examples include new fare box recovery equipment and the continued integration of the Enterprise Resource Planning (ERP) system. The Department of Internal Audit Services will assess additional vulnerability associated with a complex Information Technology Department. The Internal Audit Department will continue to assess the institutionalization of the ERP system. A strategy is being considered that will address required change management to address SAP concerns. This fiscal year Internal Audit will continue the work with the Director of Information Technology to strengthen the Disaster Recovery Plan (DRP) and a Business Continuity Plan (BCP). During the FY2018 external audit cycle a requirement of an active DRP was added to the area of review for the external auditors (a reporting element associated with 2CFR200). The goal is to ensure the Agency has a process for continued services in a crisis. Technology optimization is also strategically important. The optimization of technologies allows the Agency to increase efficiencies and improve services to internal and external customers

Scheduled Audit Engagements for FY 2017

Risk can be mitigated by conducting audit engagements or involvement in the following areas:

- Sub-recipient grants oversight
- Succession Planning, including performance management and employee development, internships, and the workforce development program opportunities
- Disaster Recovery Plan (DRP) and Business Continuity Plan (BCP)
- Monthly Financial Reviews (Petty Cash, P-Card, Armor P/U, Fare Box Audits)
- Force Pass Monitoring (Monthly Review)
- Mobile Fare Reporting (Monthly Review starting September, 2017)
- Grant Process Management
- San Bernardino Transit Center (SBTC) continued monitoring, safety and security
- Annual Risk Assessment for FY 2019
- Procurement Policies and Procedures follow up
- Buy America Pre-Award and Post-Delivery Audits
- Capital Inventory Valuation
- Procurement Protest Reviews (As Needed)
- Workers Compensation Review

Strategic

Future Funding and Growth - The Agency has to determine strategies for future funding and growth. The Agency is addressing methods for cost containment/reductions to optimize current funding to maximize efficiencies. Full operation of pipeline gas infrastructure at both East Valley and West Valley will be in place in the first quarter of FY2018. Staff will continue to look for ways to reduce cost while providing quality service. Some examples of both cost savings and environmental initiatives are: monitoring the electrical usage, water conservation, drought tolerant landscaping, transitioning paratransit vehicles from gasoline to CNG, and solar storage at some of the facilities. The goal is to increase fare box recovery by reducing operating costs without negatively impacting our services and operations. This approach optimizes funding opportunities while maintaining fiscal stewardship.

Operational

Service Optimization - The development of strategies to address the optimization of service levels during a recovering or static economy. Omnitrans has introduced additional express services. Service optimization includes the continued high level of service at the SBTC. As the Agency addresses the decline in ridership that is being experienced by transit agencies across the country; staff has incorporated alternative modes of connectivity such as the Uber, Lyft, and other first mile initiatives. The Marketing Department is also exploring ways to inform the public about the many amenities Omnitrans have to offer, while strengthening business partnerships. Daily service delivery is also a critical part of service optimization. Internal Audit will work with the Operation and Maintenance Departments to ensure we are not missing service due to vehicle availability or employee attendance issues.

Buy America Pre Award and Post Delivery Audits - The Agency has a fixed fleet replacement strategy that outlines the replacement of 15 buses each year (as funding availability allows). Omnitrans has selected New Flyer of America Inc. in Winnipeg, Canada and Crookston, MN as the preferred manufacturer to manufacture fifteen (15) 40' CNG buses. Federal Transit Administration (FTA) regulations require that Omnitrans complete a pre-award audit of the bus manufacturer to determine if they comply with the Buy America requirements outlined in 49 CFR Part 661 and 49 CFR Part 663. Post-delivery audits are also required to ensure compliance with the FTA Buy America requirements. Because of funding availability the deliveries anticipated for the beginning of FY 2018 are twenty four (24) 40' coaches and one (1) 60' articulate coach. These new vehicles will be manufactured at the New Flyer of America Inc. plant in Anniston, Alabama. There will be required site visits to the Anniston plant and comprehensive reviews of the onsite inspection documentation. Note the changes in domestic content requirements beginning in FY 2018. The domestic content percentage increases in FY 2018 and FY 2020, the minimum domestic content of subcomponents will increase, to more than 65 percent in FY 2018 and more than 70 percent in FY 2020

Procurement System Review (PSR) - Internal Audit will work with the Procurement Department to ensure staff is staying current with FTA Procurement requirements. As changes to the FTA circular are received, staff will be trained on the most efficient way for the Agency to

incorporate the changes into best practices. Regular audits of the Agency's Procurement Policies will ensure adequate compliance on the FTA future Procurement System Reviews (PSR).

Contract Administration - DIAS will conduct regular random audits of the administration of active contracts. Additionally, there will be reviews of the change order process and the resolutions to submitted change orders. There are safeguards added to SAP to ensure that the internal controls are in place to monitor the approval process and the release of proceeds associated with contracts. Manual backups are also implemented to provide a work around for SAP, when needed. When manual backups are used, the expenditures will not exceed the contract amount. The results of the 2016 Triennial Review identified the need for follow-up with the process for performing cost and price analysis for every procurement action including contract modifications. Regular reviews of this process will ensure the training conducted is yielding the desired results.

Site Visit I St. and Feron St. - Internal Audit will conduct follow-up reviews and visits to assess proper monitoring of the safety and security and drug and alcohol compliance audits for the contract provider MV Transportation. Consideration will be given to the relocation of Feron St. to an Agency-owned site, since it is currently located on leased property.

Bus Ride - Take a monthly bus ride and monitor rider perception, customer service, driver behavior, and the Agency's image. The results from the bus rides are fed into an ad hoc group, which is tasked with making the necessary adjustments. The ad hoc group will continue to meet regularly to monitor results, conduct comparison audits on the reliability of the Trapeze system, adjust TransitMaster data, and validate the data for reporting to the National Transit Database (NTD). Each week a member of the Senior Leadership Team takes a bus ride to assess our system through the eyes of the rider (customer). These rides include a review of the condition of the coaches, customer service, and direct discussions with riders. The highlights from the rides are discussed at that week's Senior Leadership Team Meeting, and necessary changes are implemented.

Human Resources

Communication - The communication channels deal with the strategies for disseminating information internally and externally. The Agency is obligated to communicate policy and procedures consistently across all departments, and have effective methods to ensure important information affecting all employees is communicated. Critical information must be communicated to the CEO/GM and the Board of Directors effectively and in a timely manner. Communication to external stakeholders is also critical. This communication is achieved through the website, monthly newsletter, blogs, Facebook, and public hearings. Leaders at every level of the Agency also ensure that important information is communicated to subordinates by having weekly meetings, ongoing one-on-ones, and tailgate meetings in Maintenance. The Agency also holds quarterly meetings to communicate department updates for management confidential staff.

Succession Planning and Management Development - Succession planning is a strategy to recognize and promote internal growth and development at every level of the organization. The

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succession planning process requires full participation of each department director to “cultivate leadership”, identify potential talent, provide growth opportunities, and assign tasks of increasing responsibility. Counseling, encouragement, and direction by a director are critical to ensure success. During FY2018 the Agency has contracted a consultant, Insight Strategies, Inc. to aide with the implementation of a Leadership Program. Other opportunities include the Disney Leadership Course, APTA leadership programs and seminars, as well as the California Transit Association’s committee participation.

The Agency has continued the Intern Program into FY2018. The Program will allow for undergraduate and graduate interns to be exposed to transit, as they provide support to those departments. Progress reports will be maintained on each intern and a lunch meeting with the project team is conducted monthly.

Work Schedules and Flex - Conduct annual follow-up reviews of individual work schedules by department. Reviews will address the following questions: 1) Are all employees working within core hours as defined by the department director? 2) Are the management confidential and represented employees working within the policies for each designation? This process will consist of a full audit annually and quarterly follow ups.

Employee Recreation Club (ERC) - Conduct ongoing random and routine audits on the ERC activities and financial management process. Internal Audit acts as a check and balance for the ERC, ensuring the activities are conducted in accordance to the by-laws. The events offered by the ERC must be presented to all employees in a fair transparent manner. The minutes from the ERC meeting as well as all upcoming events are posted on the ERC communication board in the Operation’s break room.

Financial

Economic Conditions/Budgeting - Challenging economic conditions are always a genesis for fraudulent or unethical practices. In support of the required fraud examinations during our external audit, the DIAS will continue with the fraud detection element to every internal audit engagement. The Agency has strong internal controls in place and is always willing to address any weakened controls that are discovered. In a review of processes and procedures, and normal interactions, there was one instant of the misuse of a P-Card uncovered, which was cause to rewrite our existing policy. It is a requirement that any indication of fraudulent activities, or activities that might cause the possibility of financial misstatement, are reported to the governance body immediately.

Cycle Count/Inventory Control - A monthly assessment and recap of the previous month’s cycle count will be performed. The normal full review will be conducted on an annual basis. Support is provided on a regular basis to ensure the minimum amount of deadline vehicles.

Grant Review and Update - Routine review of the grant process is needed to ensure the Agency is maximizing the funding options available. In addition, the grant process will be evaluated to ensure that all funds are drawn down as soon as the funds are available to the Agency. For

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example, the Treasury Manager is requesting federal reimbursement as soon as the Agency pays the invoice, and there is not more than 72 hours between when invoices are paid, and reimbursements are drawn down from the Transportation Electronic Award and Management (TRAMS) system. Follow up on FTA requirement for timely closeout of grants. The FTA considers it to be a best practice to have grants closed out after three years.

Cash Accountability - Internal Audit and the Finance staff will conduct both quarterly and random audits of the cash collection and counting process for the fare boxes. The counting and deposit of these funds are performed by an outside vendor. Omnitrans' staff can monitor the process by matching the GFI reports to the bank deposit slips.

Petty Cash - Conduct monthly reviews of all petty cash funds. Review petty cash funds to ensure that transactions are conducted in accordance to the Agency's policy (approved 4-10-2006 and revised 12-15-2006).

P-Cards - Conduct monthly reviews of P-Card use within compliance of applicable laws, regulations, and Agency Policy 3000.

Technology

Disaster Recovery Plan (DRP) - The Disaster Recovery Plan is the plan followed by IT to recover information processing facilities, assets, and business areas after a crisis or disaster.

The components of a DRP should include:

- Goals and requirements of each plan aspect
- Recovery time objectives by specific operation
- Disaster Declaration Procedure
 - Who declares the disaster? (Who is the offsite backup?)
 - How will people be notified?
- System Recovery Plan
- Network Recovery Plan
- Incident Management

Due to the potential of being very expensive, there are alternate approaches. There are Hot Sites - equipped with exact configuration required to recover critical applications. This is available at a moment's notice but on a first-come-first served basis; Warm Site - equipped with some equipment but usually not with large computers. This will require time to fully configure the room with the necessary equipment; and Cold Site - This is an empty room with only electrical and environmental facilities. This requires the company to obtain the necessary computing and telecommunication equipment.

Business Continuity Plan (BCP) - The Business Continuity Plan is the plan followed by the business to function while systems are not available. Plans must be in place to conduct a Business Impact Analysis (BIA), which address the recovery point objectives and the recovery time objectives. This answers the question, how much data do we need access to, and how long is the maximum tolerable time to recovery.

Information Technology (IT) - Audit to review license and security levels on the network. An additional review will be performed addressing the safeguard of confidential information. The audit will be performed to measure the effectiveness of SAP implementations. Internal Audit will look into contracting an IT auditor to conduct system reviews.

Sub-Recipient Monitoring and Review - Sub-recipients are organizations who receive FTA funds passed to them through Omnitrans, which acts as the primary grantee. In this capacity, Omnitrans' staff is responsible for providing oversight to the sub-recipient. The Finance Department has an assigned representative who does follow up with the sub-recipients using site visits, checklists, and reports. Internal Audit will also conduct random visits to ensure the quality of the sub-recipient program. The site visits are conducted annually and begins in June and are completed by the end of September.

San Bernardino Transit Center (SBTC) - Omnitrans took possession as the owner and operator of the San Bernardino Transit Center (SBTC) on September 8, 2015. The San Bernardino Transit Center brings together 22 bus bays to service 10 local and three freeway express Omnitrans bus routes, a San Bernardino Express (sbX) bus rapid transit line, and buses for the Victor Valley Transit Authority, Pace Transit, and Mountain Area Transit. The center also accommodates private shuttles, taxis and bicycles. This multimodal facility is intended to consolidate transit operations into a single downtown site, making connections more efficient and helping to spur redevelopment and revitalization efforts in downtown San Bernardino. The center is also prepared for the arrival of commuter rail transit. Currently Metrolink service connecting Los Angeles to San Bernardino currently terminates at the Santa Fe Train Depot. The Redlands Passenger Rail Project will extend that service one mile into the city's downtown and includes a passenger station adjacent to the transit center. A component of delivering world class service to our customers throughout the system and particularly at the SBTC is having a strong perception of cleanliness, safety, and security. The perception of clean, safe and secure is tarnished when there is visible loitering, drugs, or panhandling. Regular assessments provide findings and recommendations to strengthen the perception at the SBTC and assist staff with delivering the desired world class facility.

Fare Pass Monitoring - Continue to audit the report monthly to ensure that the overrides for fare passes are not excessive. Coach Operators have the ability to override the issuing of fare passes when the system fails to automatically produce a pass or when they need to initiate a test pass. Operations can track the amount of fare passes overridden by Coach Operators. The report is monitored for activity outside of the normal perimeters, which signals possible abuse. Internal Audit will continue to monitor quarterly because this is an area of significant exposure for the Agency.

Environmental Initiative - The Omnitrans Mission Statement states the Agency will service our customers in an environmentally friendly manner. Omnitrans' staff is committed to researching ways we can conserve water, reduce electricity usage, continuously take advantage of low emission vehicles, and recycle and salvage our waste appropriately. To this means, the Agency reclaims a percentage of the water used for the bus wash at both facilities; we have changed landscaping to drought tolerant designs, installed electric charging stations, and are researching

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the use of electric buses. The Agency was recently approved for a Mobile Source Air Pollution Reduction Review Committee (MSRC) Grant, which provides funding toward the replacement of sixty three (63) Cummins CNG NZ (Near Zero) engines. Of particular note is the NZ engines will only emit .01 nitrogen oxide grams per brake horsepower which surpasses the .02 grams established by the EPA and ARB. Translated into an emissions comparison; one 1985 bus emits the same nitrogen oxide as 1080 NZ buses or 54 2010 buses. All future bus purchases will come equipped with the NZ engines. Additionally, we will begin CNG fueling at both East and West Valley in FY 2018. **Preparation for Rail Service-** After a quantitative review, estimating annual operations and maintenance costs and taking into account additional full time employees that would be needed to manage the new Redlands Passenger Rail Project (RPRP) service, the study concluded that Omnitrans was the best fit as the managing agency of the Maintenance of Equipment and Rail Operations. A Director of Rail and a Rail Safety Manager have been hired by Omnitrans and will be responsible for integrating the rail operations into the Agency. Internal Audits will work with the Rail Team to determine what roles will be needed by the Internal Audit Department.

Maintenance Parts Availability (SAP Tracking) - The proper on hand inventory of parts is critical for managing the amount of days a vehicle is out of service for maintenance. The SAP system is programmed to replenish parts according to velocity. The system will automatically adjust for seasonal peaks or shifts in parts' fail rates. The integrity of the inventory counts, cycle counts, and SAP system has to be monitored and adjusted for best results. The indicators for the effectiveness of the parts availability are the vehicle deadlines; how quickly buses can be repaired and returned to service.

Additional Engagements

Carry-forward audits (areas which will be addressed if time and resources allow, these audits will be conducted after all scheduled engagements are completed, see attached Workplan Schedule)

This category will be dependent upon current audits that are incomplete at the end of the fiscal year end.

Other audit engagements to be complete this fiscal year if time and resources allow:

Discipline and Termination - A review will be conducted of the discipline and termination process and compliance with applicable laws, regulations and policies. Audit the implementation of the Leadership Program, which is being designed by the consultant Insight Strategies, Inc.

Hiring Processes - A random review of the hiring process, and compliance with applicable laws, regulations and policies will be conducted. Once the online application process is implemented, an assessment of the successes and opportunities will be conducted.

Special Projects - Any activity deemed necessary by the CEO/GM or the Administrative and Finance Committee.

Follow-Up - Conduct reviews of completed audits to assess the progress and implementation of previously issued audit recommendations and management responses as required by the Professional Standards. Follow up on any material issues or deficiencies identified by internal or external engagements.

Attachment B

			FY 2018 Engagement Completion Grid																
DEPARTMENT		ITEM/ACTION	FREQUENCY	R	U	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Date	Comments
Ops																			
		Service Optimization	Regular/Continued					X										Sep-17	
		Buy America Pre Award and Post Delivery	Pre/Post to delivery & Continued Reviews										X					Feb-18	
		Procurement System Review (PSR)	Regular/Continued									X						Jan-18	
		Procurement Policies and Procedures Follow Up	Regular/Continued								X							Dec-18	
		Contract Administration	Regular/Continued								X							Dec-17	
		Site Visit I St. & Feron St.	Regular/Continued				X											Aug-17	
		Bus Ride	Alternates W/SLT Members & Monthly															N/A	
		Mobile Fare Reporting	Monthly (After Sept. 2017)															N/A	
		Force Pass Monitoring	Monthly															N/A	
HR																			
		Communication	Regular/Continued								X							Dec-17	
		Succession Planning & Mgmt Dev	Regular/Continued					X										Sep-17	
		Work Schedules & Flex	Annual							X								Nov-17	
		Employee Recreation Club (ERC)	Regular/Continued			X												Aug-17	
		Workers Compensation	Annual								X							Dec-17	
Financial																			
		Economic Conditions/Budgeting	Regular/Continued							X								Nov-17	
		Transaction Flow Review	Regular/Continued					X										Sep-17	
		Cycle Count/Inventory Control	Monthly/Annual															N/A	
		Grant Review & Update	Regular/Continued								X							Dec-07	
		Grant Process	Yearly												X			Apr-18	
		Cash Accountability	Quarterly					X										1-Sep	
		Petty Cash	Monthly															N/A	
		P-Cards	Monthly															N/A	
		Future Funding and Growth																Nov-17	
IT																			
		Disaster Recovery Plan (DRP)	Regular/Continued						X									Oct-17	
		Business Continuity Plan (BCP)	Regular/Continued						X									Oct-17	
		Information Technology (IT)	Regular/Continued						X									Oct-17	
		Fare Pass Monitoring	Monthly				X											Aug-17	
		Environmental Initiative	Regular/Continued									X						Jan-18	
		Preparation for Rail Service	Quantitative/Annual							X								Nov-17	
Additional																			
		Sub-Recipient Grant Oversight	Regular/Continued			X	X											Jul and Aug 2017	
		Succession Planning, Employee Developme	Regular/Continued					X										Sep-17	
		Annual Risk Assessment for FY2019	Regular/Continued													X	X	May and Jun 2018	
		Discipline and Termination	Regular/Continued												X			Apr-18	
		Hiring Process	Regular/Continued												X			Apr-18	
		Special Projects	Regular/Continued													X		May-18	
		Follow Up	Regular/Continued															N/A	
		SBTC Continued Monitoring Safety and Sec	Monthly															N/A	
		Capital Inventory Valuation	Regular/Continued															TBD	
		Procurement Protest Reviews	As Needed															As Needed	
			Total Reported		0														
			Total Unreported		0														
			R=Reported and U=Unreported																

ITEM # E6

DATE: August 10, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: RATIFY CHANGE ORDER 3 – IFB-IPMO16-98
sbX E STREET CORRIDOR PUBLIC ADDRESS (PA) SYSTEM**

FORM MOTION

Ratify Change Order 3 to Contract IPMO16-98 with Ford Audio-Video Systems, LLC, of Tulsa, OK, for the provision of the purchase and installation of 22 Innovative Electronic Designs (IED) GlobalCom IP100 Controllers, extend the period of performance through September 30, 2017, and increase the contract by \$85,850, plus a ten percent contingency of \$8,585, for a new not-to-exceed amount of \$703,076.92.

BACKGROUND

On Nov 5, 2014, Omnitrans' Board of Directors authorized award of contract IPMO14-256, Design Services: Public Address System to Veneklasen Associates, Inc. to design a Public Address System for twenty-three Bus Stations and four Park and Rides along the sbX E Street Corridor. Veneklasen completed these designs and on February 3, 2016, Omnitrans' Board of Directors authorized release of Invitation for Bids IFB-IPMO16-98 for sbX E Street Corridor Public Address (PA) System based on Veneklasen's design. On June 1, 2016, Omnitrans' Board of Directors authorized award of Contract IPMO16-98 to provide and install integrated Public Address (PA) Systems for twenty-three bus stations and four park and ride lots along the sbX E Street Corridor.

On April 7, 2017, Omnitrans staff was advised by the installer, Ford Audio-Video Systems, that the IED GlobalCom Paging System equipment that was originally included in the award was incompatible with Omnitrans' existing network. Staff, after pursuing several potential solutions to make Omnitrans' equipment compatible with the purchased Public Address System equipment, went back to the designer for a solution to the compatibility issue. The designer, Veneklasen, determined that the best solution was to purchase additional equipment to allow the purchased hardware to work on Omnitrans' network.

The original Public Address System project was scheduled for completion in May of 2017. The sbX Project requires the Public Address System project to be complete, therefore, Ford Audio-Video Systems was directed to complete the project to reduce costs incurred by dwell time and extended overhead and general conditions as well as allowing the sbX project to be closed out. Staff requested ratification authority by Chair Ron Daily and Vice Chair Pat Gilbreath and it was approved. Pending the confirmed functionality of the equipment recommended by the designer, the project is now scheduled for completion by September 30, 2017.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

FUNDING SOURCE

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
LTF	S-1407-28	FY2014	SBTC PA System	X14101022L	\$94,435

_____ Verification of Funding Source and Availability of Funds
(Verified and initialed by Finance)


Short Range Transit Plan/Strategic Initiative Supported – Deliver safe, reliable clean, frequent convenient, comfortable and equitable service.

CONCLUSION

Ratification of Change Order 3 to IPMO16-98 will ensure the sbX E Street Corridor PA System is fully implemented.

SG:EFP:KAM

CHANGE ORDER NO. 3
CONTRACT IPMO16-98

 Omnitrans STANDARD CONTRACT	<input type="checkbox"/> New	Change Order NO. 3		Document Control Number:	Contract Number IPMO16-98
	<input checked="" type="checkbox"/> Change				
	<input type="checkbox"/> Cancel				
1700 West Fifth Street San Bernardino CA 92411	Omnitrans Department Integrated Project Management Office		Dept. No. 9030	Project sbX E Street Corridor Public Address (PA) System Project	
RFCP No. 06.1	Omnitrans Procurement Representative Kathy A. McClure, Sr. Contract Administrator		Telephone (909) 379-7186	Total Contract Amount \$703,076.92	
Interim Director of Procurement <i>[Signature]</i> 7/13/2017			Contract Type: Lump Sum	Unit Price/Lump Sum/ Time and Material Change Order Lump Sum	
Change Order Start Date July 13, 2017	Contract Start Date September 8, 2016	Construction Start Date October 17, 2016	Substantial Completion Date September 30, 2017	Last Modified Contract Amount \$617,226.92	Amount of this Change Order \$85,850.00

THIS RATIFICATION CHANGE ORDER NUMBER 3 IS ISSUED TO THE ORIGINAL AGREEMENT to specifically include those certain additional requirements, Terms and Conditions, as they are listed in Section 1 of this Change Order, and is entered into in the State of California by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

Name

Ford Audio-Video Systems, LLC

hereinafter
called

Contractor

Address

8349 East 51st Street

Tulsa, Oklahoma 74145

City, State, & Zip Code

(918) 664-2420

73-0947837

Telephone

Federal ID No.

CHANGE ORDER NO. 3
CONTRACT IPMO16-98

- I. **Scope of Change** - This Change Order No. 3 provides equipment for 1) 22 IED GlobalCom IP100 controllers for the sbX E Street Corridor PA System; and 2) extend the period of performance through September 30, 2017. The Scope of Work includes the following:

COR #4 – Addition of IED GlobalCom IP100 ACS Controller

1. *Attachment A, Technical Specification, 27 41 16 Section 2.4 "Equipment", add Subsection V:*

V. Additional IED GlobalCom IP100 Controller

2. The following Attachments are included and are part of this Change Order No. 3:

- Attachment A
Ford Audio-Video Systems, LLC Proposal

The scope of this Change Order shall abide by all standards and requirements as set forth in the original contract plans and specifications except for the changes noted within this change order.

II. Progress Payment Terms for this Change Order:

- a. Contractor shall be paid for this Change Order No. 3 in accordance with Lump Sum the following:

	Item Description	Qty.	Unit	Unit Price	Total Price
1.	IED GlobalCom IP100 Controller	22	EA	\$2,345.89	\$51,610.00
2.	Labor (Installation)	1	LS	\$25,522.00	\$25,522.00
3.	Overhead and Profit @14.65%	1	LS	\$3,739.00	\$3,739.00
4.	Sales Tax @ 8%	1	LS	\$4,129.00	\$4,129.00
5.	Performance and Payment Bond	1	LS	\$850.00	\$850.00
	Total				\$85,850.00*

*Rounded to the nearest dollar

CHANGE ORDER NO. 3
CONTRACT IPMO16-98

- b. All work activities shall be in accordance with this Lump Sum Change Order No. 3.
- c. Payment shall be tracked, directed, verified and approved by the Resident Engineer with concurrence by Omnitrans' Construction Manager.
- d. Each item of work shall be verified by Ford Audio-Video Systems, LLC, required inspectors and the Resident Engineer with concurrence by Omnitrans' Construction Manager as specified in the contract documents.
- e. This contract change order includes all material, equipment, traffic control and labor necessary for this scope of work. The scope of this change order shall abide by all standards and requirements as set forth in the original plans and specifications except for the changes noted herein. No additional payment shall be made for this Change Order No. 3.

III. Impact on original Agreement:

- a. The net impact of this Change Order No. 3 is an increase in the cost of the contract amount by \$85,850.00 from the total amount of \$617,226.92 to a new revised contract total of \$703,076.92 (Seven Hundred Three Thousand, Seventy-Six Dollars, and Ninety-Two cents). Payment for work this rendered under Change Order No. 3 shall be invoiced consistent with the terms and conditions of the original contract unless amended herein.
- b. All original Terms and Conditions of the existing Contract remain in full force and effect. This Change Order No. 3 is a contractual change to an existing agreement between Omnitrans and the Contractor, and all previously operative contract provisions shall apply hereto unless specifically exempted or otherwise previously amended. The amount and time changes indicated herein, if any are allowed, are the maximum agreed to by both Omnitrans and the Contractor for the changes required herein.
- c. The Contractor hereby releases Omnitrans in perpetuity from all claims, demands, or causes of action arising out of the transactions, events, and occurrences giving rise to this Change Order No. 3. This written change order is the entire agreement between Owner and Contractor with respect to this Change Order No. 3, exclusively.

CHANGE ORDER NO. 3
CONTRACT IPMO16-98

IN WITNESS WHEREOF, OMNITRANS and the CONTRACTOR have each caused this Ratification Change Order No. 3 to Contract IPMO16-98 to be subscribed by its respective duly authorized officers on its respective behalf.

OMNITRANS

FORD AUDIO-VIDEO SYSTEMS, LLC

By: 

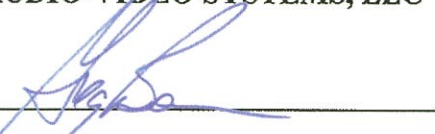
Print Name:

P. Scott Graham

Print Title:

CEO/General Manager

Date: 7/20/17

By: 

Print Name:

Greg Bowes

Print Title:

Senior Contract Administrator

Date: 7/14/2017

ATTACHMENT "A"

1. Ford Audio-Video Systems, LLC, Proposal (RFC 06.01)



4800 West Interstate 40, Oklahoma City, OK 73128 (405)946-9966 Fax (405)946-9991 www.fordav.com



REQUEST FOR CHANGE PROPOSAL

Project Name: Omnitrans sbX E St Corridor PA System
Project Location: San Bernardino, CA
Project No.: IPMO16-98
Submitted To: Jack Dooley
 Omnitrans Director of Maintenance
Jack.Dooley@Omnitrans.org

Date: 7/13/2017
RFC No.: 06.1
FAV Job No.: 1690212
Prepared By: S. Higgins

Related To: sbX E Street Corridor PA System

Subject: Providing ACS Servers

DESCRIPTION OF SCOPE CHANGE:

Due to the OmniTrans network incompatibility to communicate with the IED GlobalCom ACS server in the headend, Ford AV will install, commission, and test IED 1200CPU ACS GlobalCom servers at 22 CCB field cabinet locations to be connected to the existing Owner Furnished routers. Ford AV will work with IED to program/configure the ACS units.

COST SUMMARY BREAKDOWN:

1	Materials (itemized breakdown attached)	\$51,610		
2	Equipment Rental (itemized list attached)	\$0		
	Total of 1 + 2		\$51,610	(A)
3	Installation Expenses (itemized breakdown attached)	\$25,522		
	Total of A + 3		\$77,132	(B)
4	Overhead & Profit (labor only) 14.65%	\$3,739		
	Total of B + 4		\$80,871	(C)
5	Sales Taxes 8.00%	\$4,129		
	Total of C + 5		\$85,000	(D)
6	Subcontract Work (subcontractor quote attached)	\$0		
7	OH & Profit on Subcontractor 15.00%	\$0		
	Total of 6 + 7		\$0	(E)
	Total of D + E		\$85,000	(F)
8	Performance & Payment Bond of Total F	\$850		
	Proposal Total F + 8		\$85,850	

CHANGE IN CONTRACT TIME:

Based upon the above change in scope of work, an extension of time is requested adding 30 consecutive calendar days to the total contract time.

PROPOSAL ACCEPTANCE & AUTHORIZATION TO PROCEED

This proposal is hereby accepted and I authorized Ford A-V to proceed with the work as specified herein. A change order will be issued reflecting this change to the original agreement.

Signature & Title

Date

THIS PROPOSAL IS VALID FOR 30 DAYS AND SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN THAT PERIOD.

ITEMIZED MATERIALS LIST:

ITEM	MODEL NO. AND DESCRIPTION	QTY	UNIT COST	EXTENDED
	Additions			
1	IED GlobalCom IP100 controller & Configuration	22	\$2,345.89	\$51,609.58
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL MATERIALS				\$51,609.58

ITEMIZED EQUIPMENT RENTAL:

ITEM	MODEL NO. AND DESCRIPTION	QTY	UNIT COST	EXTENDED
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL EQUIPMENT RENTAL				\$0.00

ITEMIZED INSTALLATION EXPENSES:

ITEM	DESCRIPTION	QTY	UNIT COST	EXTENDED
LABOR				
1	Engineering / Programming / Drawing Revisions	50	\$65.00	\$3,250.00
2	Project Management	40	\$55.00	\$2,200.00
3	In-Shop Assembly		\$30.00	\$0.00
4	On-Site: Field Engineering	100	\$65.00	\$6,500.00
5	On-Site: Supervision	72	\$50.00	\$3,600.00
6	On-Site: A/V Technicians/Installers	72	\$45.00	\$3,240.00
7	Travel Labor to/from jobsite	52	\$45.00	\$2,340.00
8	Other:			\$0.00
	Labor Total			\$21,130.00
TRAVEL				
1	Travel to/from job site	2	\$400.00	\$800.00
2	Housing	13.55556	\$120.00	\$1,626.67
3	Meals	27.11111	\$40.00	\$1,084.44
	Travel Total			\$3,511.11
DIRECT JOB EXPENSE				
1	Prints and Duplication			\$0.00
2	Tools & Engineering Equipment			\$0.00
3	Professional Engineering Review & Testing Fees			\$0.00
4	Safety Equipment			\$0.00
5	Vehicle Expense	13.55556	\$65.00	\$881.11
6	Site Expense (storage, cartage, etc.)	0	\$ -	\$0.00
7	Freight / Handling - \$50 minimum (express freight not included)	0	\$ -	\$0.00
8	Warranty Expense	0	\$ -	\$0.00
9	Other			\$0.00
	Direct Job Expense Total			\$881.11
	TOTAL LABOR & RELATED EXPENSES			\$25,522.22

ITEM # E7

DATE: August 10, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Doug Stanley, Interim Director of Special Transportation Services

**SUBJECT: FUNDING AGREEMENT BETWEEN COMMUNITY SENIOR SERVICES
AND OMNITRANS**

FORM MOTION

Recommend the Board of Directors authorize the CEO/General Manager to execute the funding agreement between Omnitrans and Community Senior Services for \$139,898 of FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal funds awarded through San Bernardino County Transportation Authority's (SBCTA) 2017 Call for Projects.

Omnitrans legal counsel has reviewed and approved the Funding Agreement as to form.

BACKGROUND

On May 3, 2017, SBCTA's Board of Directors awarded Community Senior Services a total of \$139,898 in FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal funds for the Community Senior Services' Volunteer Driver Reimbursement Program. The program provides mobility services to disabled residents of the West San Bernardino Valley whose transportation needs are not met by existing transit and paratransit services. The Project allows riders to recruit and select their own drivers and provides riders with a mileage stipend to defray the drivers' out of pocket cost.

These funds are part of a pass-through of Federal Transit Administration grant Section 5310, Grant No. 1681-2016-6. As the FTA grant recipient, Omnitrans will receive approximately \$5,555 for administrative costs and grant oversight.

CONCLUSION

Staff recommends authorizing the CEO/General Manager to execute the funding agreement between Omnitrans and Community Senior Services as part of SBCTA's 2017 Call for Projects Pass-Through Award.

PSG:DS

**SUBRECIPIENT FUNDING AGREEMENT FOR ENHANCED MOBILITY OF SENIORS AND
INDIVIDUALS WITH DISABILITIES PROGRAM (FTA 5310)**

DUNs identification number 12-6436013

This Funding Agreement for Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant funds (“**Agreement**”) by and between COMMUNITY SENIOR SERVICES (“**Subrecipient**”) and OMNITRANS, a joint powers authority (“**Omnitrans**”), is entered into this ____ day of _____, 20____. Subrecipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

Recitals

A. This Agreement describes the respective responsibilities of Subrecipient and Omnitrans for funding capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2015-2017 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Agreement attached hereto as **Exhibit A** (the “**Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Agreement**”).

B. The amount for the Subrecipient to withdraw as of July 1, 2017, is:

FTA 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Expanded Program (Operating)	\$ 139,898
Total	\$ 139,898

C. Subrecipient desires to use grant funds to enhance Subrecipient’s Volunteer Driver Reimbursement Program, which provides mobility services to disabled residents of the west San Bernardino Valley whose transportation needs are not met by existing transit and para-transit services. The Project allows riders to recruit and select their own drivers and provides eligible riders with a mileage stipend used to defray the drivers’ out of pocket cost.

D. As a Subrecipient receiving FTA 5310 funds, Subrecipient desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws, guidance and regulations, including FTA Circular 9070.1G (“**Applicable Law**”).

NOW THEREFORE, based on the forgoing recitals and for good and valuable consideration, including the promises and covenants contained herein, the Parties agree as follows:

1. Obligations of Omnitrans. Omnitrans agrees to take the following actions:

a. Reimburse Subrecipient for the Project, up to the amounts referenced above, in conformity with the following procedure:

(1) For each disbursement requested, Subrecipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”) by not later than the 15th day of each month, or the next following business day should the 15th fall on a weekend or holiday.

- (2) Each Disbursement Request shall be accompanied by a written certification of Subrecipient's Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that Subrecipient will use the disbursement for the costs indicated in the Disbursement Request.
 - (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Subrecipient as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Subrecipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Subrecipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the Federal Transit Administration ("FTA") advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Subrecipient certification, Omnitrans may solicit, at Subrecipient's expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law, which legal opinion may be shared with Subrecipient at the sole discretion of Omnitrans.
 - (6) Omnitrans shall have no liability to Subrecipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Subrecipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
- b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Subrecipient.
- c. Reasonably comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from Section 5310 Grant No. 1681-2016-6 grant funds to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans has charged four percent (4%) of the total FTA amount as Administrative Expenses which has already been deducted from the amount stated above. Project funds shall not be used for the Administrative Expenses.
3. Warranties of Subrecipient. Subrecipient warrants to Omnitrans that:

- a. Subrecipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5310 grant funds (the “**Match Obligation**”) as outlined in the notice of funding from which applicant was awarded.
 - b. To Subrecipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5310 grant application on behalf of Subrecipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Subrecipient will conduct itself so that all aspects of the Project and any aspect of Subrecipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Subrecipient will use the disbursements for the purposes indicated in its Disbursement Request and only for eligible expenses pursuant to the Grant Agreements and Applicable Law.
 - e. Subrecipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Subrecipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf> and FTA Circular 9070.1G, including recordkeeping and submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Subrecipient. Subrecipient agrees to take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements and Applicable Law.
 - b. Satisfy Subrecipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require.
 - c. Promptly notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Subrecipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Subrecipient will use the disbursement as indicated in the Disbursement Request. If FTA or any Project audit determines that any 5310 funds were not spent in accordance with applicable federal rules and regulations, Subrecipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.
 - e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required

date of submission to the FTA of such report or update, provided Omnitrans has provided Subrecipient with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA. Subrecipient shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Subrecipient shall allow representatives of Omnitrans, the FTA, and other designated agencies during normal business hours to examine, audit, and make transcripts or copies of such records. Subrecipient shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and the filing of any final federal financial reports, if any, and shall allow inspection hereunder during such time.

- f. Ensure that all aspects of the Project and any aspect of Subrecipient's participation in this Agreement and the actions contemplated of Subrecipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - g. Provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
 - h. Upon completion, provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - i. Subrecipient shall comply with all applicable sections of FTA Circular 5010.1E pertaining to the management of federally funded assets. The Subrecipient will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1E.
 - j. Subrecipient shall comply with the requirements in FTA Circular 9070.1G.
 - k. Subrecipient will comply with the policies and procedures of the approved state/program management plan(s) concerning administration of FTA's Section 5310 program.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Subrecipient required under the terms of this Agreement. The Chief Executive Officer of Subrecipient, or his or her designee, shall exercise the rights of Subrecipient under this Agreement; however, any certifications of Subrecipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other designated representative of Subrecipient as is specified by action of the Subrecipient's governing body evidenced in writing. Subrecipient shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.
6. Insurance. Subrecipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, Subrecipient will provide written certificates evidencing compliance to Omnitrans.
- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it

shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

- (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Indemnification. Subrecipient shall defend, indemnify and hold Omnitrans, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Subrecipient or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with Subrecipient's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, Subrecipient shall defend, at its own expense, including the payment of attorneys' fees, Omnitrans, its officials, officers, employees, agents and/or volunteers in any legal action based upon such acts, omissions or willful misconduct. Subrecipient shall reimburse Omnitrans, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than September 30, 2020. Either Party may terminate this Agreement for breach with written notice to the other Party and if the breaching Party does not take sufficient steps to remedy the claimed breach within ten (10) business days.
9. Force Majeure.
- a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute,

action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Subrecipient as soon as Omnitrans is reasonably able to do so, unless such disbursements may no longer be used for eligible expenses due to an Uncontrollable Force.

- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
 - c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
 - d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
- 10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 11. Authorization by Subrecipient. Subrecipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Subrecipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
 - 13. Additional Documents. Each of the Parties shall timely execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
 - 14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced by a Party seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses,

including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.

15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

TO OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Director, Special Transportation
Services

TO SUBRECIPIENT:

Community Senior Services
141 Spring Street
Claremont, CA 91711
Attention: Floy A. Biggs

20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO SUBRECIPIENT FUNDING AGREEMENT FOR JOB ACCESS
REVERSE COMMUTE AND NEW FREEDOM GRANT FUNDS**

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

OMNITRANS

COMMUNITY SENIOR SERVICES

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

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Omnitrans Counsel

Exhibit “A”
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-22, October 1, 2015)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(22), October 1, 2015, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: Omnitrans

Recipient ID: 1681

DUNS No: 081816050

Application Information

Federal Award Identification Number: 1681-2016-6

Application Name: Enhanced Mobility of Seniors and Individuals with Disabilities Program (FTA 5310)

Application Executive Summary: The San Bernardino County Transportation Authority (SBCTA) released a call for projects for Federal Transit Administration (FTA) Section 5310 funding for the West Valley Area of San Bernardino County and has awarded the projects outlined in this grant application. This funding is to be used for projects that directly affect Senior and Disabled and can be used for the following:

The Traditional FTA Section 5310 funding is for buses/vans that are ADA accessible, vehicle procurement testing and inspection, radios and communication equipment, computer hardware and software that support Section 5310 program purposes only, extended warranties which do not exceed the industry standard, and transit related intelligent transportation systems.

The Expanded FTA Section 5310 funding is for projects that are considered operating activities such as expansion of paratransit service that is beyond ADA minimum requirements, expansion of service hours, enhancement of services such as door-to-door or escort services, and new or expansion of volunteer driver programs. Additionally under the Expanded Section 5310 funding, capital activities are allowed such as acquisition of accessibility equipment beyond ADA requirements, purchasing accessible vehicles to support taxi, vanpooling, and/or ridesharing programs, and mobility management activities.

Start date-the same date of the award. End date- September 30, 2021.

Omnitrans is a direct recipient. This Application for 5310 is consistent with the sub allocation identified in the Fiscal Year Apportionment Tables as updated Monday January 23, 2017 and attached to this application.

This application does not include funds for research and/or development activities.

Indirect costs will be applied to this application and its scope of work. The cognizant agency, FTA approved Omnitrans' rate of 4% on April 5, 2007 and a copy of the organization's approved rate is on file with FTA (in the EAMS). The approved rate(s) of 4% will be applied to the applicable activity line descriptions.

Total Application Budget: \$1,140,351.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$715,051.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$425,300.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$715,051.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$425,300.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$715,051
Local			\$425,300
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,140,351

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

Project Information

Project Number	Project Title	Project Description
1681-2016-6-P1	Omnitrans Replacement ACCESS Vehicles	Omnitrans is seeking funding to replace two (2) vehicles that have exceeded their FTA recommended useful life. These vehicles have reached mileage exceeding 250,000 miles and are beginning to have increase maintenance cost and potential service reliability issues.

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$194,278
Local			\$53,777
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$248,055

Project Number	Project Title	Project Description
1681-2016-6-P2	OPARC Connect Replacement Vehicles	OPARC is requesting two (2) replacement vehicles as part of the OPARC Connect program benefiting individuals with behavioral disabilities. This project offers home pick up and drop off so riders are not waiting outside. This eliminates concerns over the effect of sun on medication, becoming frightened by public spaces, and potential for problems arising from impaired judgment or memory. OPARC is located at : 9029 Vernon Ave Montclair, CA 91763 Contact is: Andrea Erickson, President CEO 909-985-8579

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$126,000
Local			\$31,500
Local/In-Kind			\$0

State		\$0
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$0
Total Eligible Cost		\$157,500

Project Number	Project Title	Project Description
1681-2016-6-P3	Rancho Cucamonga & Fontana Family YMCA Replacement Bus	The YMCA operates a transportation program called the Silver Fox Express that operates M-F year round. Riders have the option of pick ups starting at 8AM or 9AM with return trips starting at 1PM and 2PM. the last five numbers of the VIN to be replaced are 43844.

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$73,000
Local			\$18,250
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$91,250

Project Number	Project Title	Project Description
1681-2016-6-P4	OPARC Connects Operating Assistance	This project will run from July 2017 to the end of that fiscal year and renew in July 2018 for the fiscal year ending June 30, 2019. The goal of OPARC Connect is to overcome existing barriers facing Americans with disabilities seeking integration into the workforce and full participation into society by continuing the services currently provided under our New Freedom funding and expanding the service capacity by adding more vehicles and drivers. OPARC Connect provides transportation coordination between people with disabilities, their day programs or employment and families. This service component is critical to transportation use based on the special needs of the population. The lack of adequate transportation and travel support is documented employment barrier to work for individuals with disabilities as well as a barrier to those individuals who want to fully take part in their communities a part of our communities. OPARC Connect provides transportation that exceeds ADA compliance requirements thereby expanding transportation options. OPARC Connect funding will provide an annual minimum in excess of 20,000 trips which include door to door

(through door) trips for individuals who attend daily programs. These trips also represent greater access to community activities including skills training, educational physical fitness, and using community resources. Other OPARC riders use this service to attend the OPARC Work Activity Program or community based jobs. Those employed in the community will be able to access safe transportation during evening and weekend hours as necessary. Riders will be selected from an existing waiting list determined by special needs and by route availability. OPARC is located at : 9029 Vernon Ave Montclair, CA 91763 Contact is: Andrea Erickson, President CEO 909-985-8579

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$181,875
Local			\$181,875
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$363,750

Project Number	Project Title	Project Description
1681-2016-6-P5	Community Senior Services (CSS) Volunteer Driver Program Operating Expenses	Community Connections is an innovative volunteer driver program that provides door-through-door assisted transportation to seniors and individuals with disabilities who cannot easily use other transportation services. The program provides mileage reimbursement for volunteer drivers to transport individuals who are too frail, ill or unable to use public transportation. CSS is located at: 141 Spring St Claremont, CA 91711 Contacts: Floy Biggs, CEO 909-621-9900 ext229 Abby Nuyda, VP Admin 909-621-9900 ext228

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$139,898
Local			\$139,898
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal		\$0
Transportation Development Credit		\$0
Total Eligible Cost		\$279,796

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Omnitrans

ITEM # E8

DATE: August 10, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Doug Stanley, Interim Director of Special Transportation Services

SUBJECT: FUNDING AGREEMENT BETWEEN OPARC AND OMNITRANS

FORM MOTION

Recommend the Board of Directors authorize the CEO/General Manager to execute the funding agreement between Omnitrans and OPARC for \$307,875 of FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal funds awarded through San Bernardino County Transportation Authority's (SBCTA) 2017 Call for Projects.

Omnitrans legal counsel has reviewed and approved the Funding Agreement as to form.

BACKGROUND

On May 3, 2017, SBCTA's Board of Directors awarded OPARC a total of \$307,875 in FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal operating and capital funds to enhance OPARC Connects Transportation Program to transport and enhance mobility for OPARC clients through the Work Activity Program. With the grant funds awarded for capital expenses, OPARC intends to purchase two (2) eight (8) passenger ambulatory buses.

These funds are part of a pass-through of federal funds in Grant No. 1681-2016-6. The budget identifies \$181,875 for FTA Section 5310 Operating funds and \$126,000 Capital funds. As the FTA grant recipient, Omnitrans will receive approximately \$12,315 for administrative costs and grant oversight.

CONCLUSION

Staff recommends authorizing the CEO/General Manager to execute the funding agreement between Omnitrans and OPARC as part of SBCTA's 2017 Call for Projects pass-through award.

PSG:DS

**SUBRECIPIENT FUNDING AGREEMENT FOR ENHANCED MOBILITY OF SENIORS AND
INDIVIDUALS WITH DISABILITIES PROGRAM (FTA 5310)**

DUNs identification number 06-6166562

This Funding Agreement for Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant funds (“**Agreement**”) by and between OPARC (“**Subrecipient**”) and OMNITRANS, a joint powers authority (“**Omnitrans**”), is entered into this ____ day of _____, 20____. Subrecipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

Recitals

A. This Agreement describes the respective responsibilities of Subrecipient and Omnitrans for funding capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2015-2017 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Agreement attached hereto as **Exhibit A** (the “**Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Agreement**”).

B. The amount for the Subrecipient to withdraw as of July 1, 2017, is:

FTA 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Traditional Program (Capital)	\$ 126,000
FTA 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Expanded Program (Operating)	\$ 181,875
Total	\$ 307,875

C. Subrecipient desires to use such operating grant funds to enhance the OPARC Connects Transportation Program used to transport and enhance mobility for OPARC clients through the Work Activity Program (the “**Project**”). With the grant funds awarded for capital expenses, Subrecipient intends to purchase two (2) eight (8) passenger ambulatory buses.

D. As a Subrecipient receiving FTA 5310 funds, Subrecipient desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws, guidance and regulations, including FTA Circular 9070.1G (“**Applicable Law**”).

NOW THEREFORE, based on the forgoing recitals and for good and valuable consideration, including the promises and covenants contained herein, the Parties agree as follows:

1. **Obligations of Omnitrans.** Omnitrans agrees to take the following actions:

- a. Reimburse Subrecipient for the Project, up to the amounts referenced above, in conformity with the following procedure:
 - (1) For each disbursement requested, Subrecipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the

“Disbursement Request”) by not later than the 15th day of each month, or the next following business day should the 15th fall on a weekend or holiday.

- (2) Each Disbursement Request shall be accompanied by a written certification of Subrecipient’s Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that Subrecipient will use the disbursement for the costs indicated in the Disbursement Request.
 - (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Subrecipient as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Subrecipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Subrecipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the Federal Transit Administration (“FTA”) advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Subrecipient certification, Omnitrans may solicit, at Subrecipient’s expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law, which legal opinion may be shared with Subrecipient at the sole discretion of Omnitrans.
 - (6) Omnitrans shall have no liability to Subrecipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Subrecipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
- b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Subrecipient.
 - c. Reasonably comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from Section 5310 Grant No. 1681-2016-6 grant funds to account for all administration costs associated with managing the Project (the **“Administrative Expenses”**). Omnitrans has charged four percent (4%) of the total FTA amount as Administrative Expenses which has already been deducted from the amount stated above. Project funds shall not be used for the Administrative Expenses.

3. Warranties of Subrecipient. Subrecipient warrants to Omnitrans that:

- a. Subrecipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5310 grant funds (the “**Match Obligation**”) as outlined in the notice of funding from which applicant was awarded.
- b. To Subrecipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5310 grant application on behalf of Subrecipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
- c. Subrecipient will conduct itself so that all aspects of the Project and any aspect of Subrecipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
- d. Subrecipient will use the disbursements for the purposes indicated in its Disbursement Request and only for eligible expenses pursuant to the Grant Agreements and Applicable Law.
- e. Subrecipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
- f. Subrecipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf> and FTA Circular 9070.1G, including recordkeeping and submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.

4. Obligations of Subrecipient. Subrecipient agrees to take the following actions:

- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements and Applicable Law.
- b. Satisfy Subrecipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require.
- c. Promptly notify Omnitrans of any changes in the scope or description of the Project.
- d. Certify to Omnitrans for each Disbursement Request that, to the best of Subrecipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Subrecipient will use the disbursement as indicated in the Disbursement Request. If FTA or any Project audit determines that any 5310 funds were not spent in accordance with applicable federal rules and regulations, Subrecipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.
- e. Maintain satisfactory continuing control over the use of any vehicles purchased to ensure the vehicles are used for their “useful life” (as defined by FTA policy) to carry out the

authorized purposes for which federal funds were used in accordance with FTA requirements and grant conditions. Compliance under such continuing control requirement includes ensuring the appropriate amount of insurance is maintained for all vehicles acquired with the federal funds described in this Agreement. In the event Subrecipient fails to exercise appropriate continuing control over any vehicles, Omnitrans shall have the right to immediately exercise continuing control to ensure the use of any vehicles for their federally approved purpose during their “useful life.” Any and all costs expended by Omnitrans in the exercise of such continuing control shall be the responsibility of Subrecipient, including any costs related to negative audit findings by FTA or other applicable federal funding agencies due to Subrecipient’s failure to exercise appropriate continuing control over any vehicles acquired.

- f. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Subrecipient with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA. Subrecipient shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Subrecipient shall allow representatives of Omnitrans, the FTA, and other designated agencies during normal business hours to examine, audit, and make transcripts or copies of such records. Subrecipient shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and the filing of any final federal financial reports, if any, and shall allow inspection hereunder during such time.
 - g. Ensure that all aspects of the Project and any aspect of Subrecipient’s participation in this Agreement and the actions contemplated of Subrecipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - h. Provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
 - i. Upon completion, provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - j. Subrecipient shall comply with all applicable sections of FTA Circular 5010.1E pertaining to the management of federally funded assets. The Subrecipient will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1E.
 - k. Subrecipient shall comply with the requirements in FTA Circular 9070.1G.
 - k. Subrecipient will comply with the policies and procedures of the approved state/program management plan(s) concerning administration of FTA’s Section 5310 program.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without

limitation, accepting the certifications of Subrecipient required under the terms of this Agreement. The Chief Executive Officer of Subrecipient, or his or her designee, shall exercise the rights of Subrecipient under this Agreement; however, any certifications of Subrecipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other designated representative of Subrecipient as is specified by action of the Subrecipient's governing body evidenced in writing. Subrecipient shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.

6. Insurance. Subrecipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, Subrecipient will provide written certificates evidencing compliance to Omnitrans.
 - a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Indemnification. Subrecipient shall defend, indemnify and hold Omnitrans, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Subrecipient or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with Subrecipient's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, Subrecipient shall defend, at its own expense, including the payment of attorneys' fees, Omnitrans, its officials, officers, employees, agents and/or volunteers in any legal action based upon such acts, omissions or willful misconduct. Subrecipient shall reimburse Omnitrans, its directors, officials, officers,

employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than September 30, 2020. Either Party may terminate this Agreement for breach with written notice to the other Party and if the breaching Party does not take sufficient steps to remedy the claimed breach within ten (10) business days.

9. Force Majeure.

- a. An “Uncontrollable Force” (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Subrecipient as soon as Omnitrans is reasonably able to do so, unless such disbursements may no longer be used for eligible expenses due to an Uncontrollable Force.
- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
- c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
- d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.

10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
11. Authorization by Subrecipient. Subrecipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Subrecipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
13. Additional Documents. Each of the Parties shall timely execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced by a Party seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.
15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

TO OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Director, Special Transportation
Services

TO SUBRECIPIENT:

OPARC
9029 Vernon Avenue
Montclair, CA 91763
Attention: Executive Director

20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO SUBRECIPIENT FUNDING AGREEMENT FOR JOB ACCESS
REVERSE COMMUTE AND NEW FREEDOM GRANT FUNDS**

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

OMNITRANS

OPARC

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

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Omnitrans Counsel

Exhibit “A”
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-22, October 1, 2015)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(22), October 1, 2015, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: Omnitrans

Recipient ID: 1681

DUNS No: 081816050

Application Information

Federal Award Identification Number: 1681-2016-6

Application Name: Enhanced Mobility of Seniors and Individuals with Disabilities Program (FTA 5310)

Application Executive Summary: The San Bernardino County Transportation Authority (SBCTA) released a call for projects for Federal Transit Administration (FTA) Section 5310 funding for the West Valley Area of San Bernardino County and has awarded the projects outlined in this grant application. This funding is to be used for projects that directly affect Senior and Disabled and can be used for the following:

The Traditional FTA Section 5310 funding is for buses/vans that are ADA accessible, vehicle procurement testing and inspection, radios and communication equipment, computer hardware and software that support Section 5310 program purposes only, extended warranties which do not exceed the industry standard, and transit related intelligent transportation systems.

The Expanded FTA Section 5310 funding is for projects that are considered operating activities such as expansion of paratransit service that is beyond ADA minimum requirements, expansion of service hours, enhancement of services such as door-to-door or escort services, and new or expansion of volunteer driver programs. Additionally under the Expanded Section 5310 funding, capital activities are allowed such as acquisition of accessibility equipment beyond ADA requirements, purchasing accessible vehicles to support taxi, vanpooling, and/or ridesharing programs, and mobility management activities.

Start date-the same date of the award. End date- September 30, 2021.

Omnitrans is a direct recipient. This Application for 5310 is consistent with the sub allocation identified in the Fiscal Year Apportionment Tables as updated Monday January 23, 2017 and attached to this application.

This application does not include funds for research and/or development activities.

Indirect costs will be applied to this application and its scope of work. The cognizant agency, FTA approved Omnitrans' rate of 4% on April 5, 2007 and a copy of the organization's approved rate is on file with FTA (in the EAMS). The approved rate(s) of 4% will be applied to the applicable activity line descriptions.

Total Application Budget: \$1,140,351.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$715,051.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$425,300.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$715,051.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$425,300.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$715,051
Local			\$425,300
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,140,351

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

Project Information

Project Number	Project Title	Project Description
1681-2016-6-P1	Omnitrans Replacement ACCESS Vehicles	Omnitrans is seeking funding to replace two (2) vehicles that have exceeded their FTA recommended useful life. These vehicles have reached mileage exceeding 250,000 miles and are beginning to have increase maintenance cost and potential service reliability issues.

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$194,278
Local			\$53,777
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$248,055

Project Number	Project Title	Project Description
1681-2016-6-P2	OPARC Connect Replacement Vehicles	OPARC is requesting two (2) replacement vehicles as part of the OPARC Connect program benefiting individuals with behavioral disabilities. This project offers home pick up and drop off so riders are not waiting outside. This eliminates concerns over the effect of sun on medication, becoming frightened by public spaces, and potential for problems arising from impaired judgment or memory. OPARC is located at : 9029 Vernon Ave Montclair, CA 91763 Contact is: Andrea Erickson, President CEO 909-985-8579

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$126,000
Local			\$31,500
Local/In-Kind			\$0

State		\$0
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$0
Total Eligible Cost		\$157,500

Project Number	Project Title	Project Description
1681-2016-6-P3	Rancho Cucamonga & Fontana Family YMCA Replacement Bus	The YMCA operates a transportation program called the Silver Fox Express that operates M-F year round. Riders have the option of pick ups starting at 8AM or 9AM with return trips starting at 1PM and 2PM. the last five numbers of the VIN to be replaced are 43844.

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$73,000
Local			\$18,250
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$91,250

Project Number	Project Title	Project Description
1681-2016-6-P4	OPARC Connects Operating Assistance	This project will run from July 2017 to the end of that fiscal year and renew in July 2018 for the fiscal year ending June 30, 2019. The goal of OPARC Connect is to overcome existing barriers facing Americans with disabilities seeking integration into the workforce and full participation into society by continuing the services currently provided under our New Freedom funding and expanding the service capacity by adding more vehicles and drivers. OPARC Connect provides transportation coordination between people with disabilities, their day programs or employment and families. This service component is critical to transportation use based on the special needs of the population. The lack of adequate transportation and travel support is documented employment barrier to work for individuals with disabilities as well as a barrier to those individuals who want to fully take part in their communities a part of our communities. OPARC Connect provides transportation that exceeds ADA compliance requirements thereby expanding transportation options. OPARC Connect funding will provide an annual minimum in excess of 20,000 trips which include door to door

(through door) trips for individuals who attend daily programs. These trips also represent greater access to community activities including skills training, educational physical fitness, and using community resources. Other OPARC riders use this service to attend the OPARC Work Activity Program or community based jobs. Those employed in the community will be able to access safe transportation during evening and weekend hours as necessary. Riders will be selected from an existing waiting list determined by special needs and by route availability. OPARC is located at : 9029 Vernon Ave Montclair, CA 91763 Contact is: Andrea Erickson, President CEO 909-985-8579

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$181,875
Local			\$181,875
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$363,750

Project Number	Project Title	Project Description
1681-2016-6-P5	Community Senior Services (CSS) Volunteer Driver Program Operating Expenses	Community Connections is an innovative volunteer driver program that provides door-through-door assisted transportation to seniors and individuals with disabilities who cannot easily use other transportation services. The program provides mileage reimbursement for volunteer drivers to transport individuals who are too frail, ill or unable to use public transportation. CSS is located at: 141 Spring St Claremont, CA 91711 Contacts: Floy Biggs, CEO 909-621-9900 ext229 Abby Nuyda, VP Admin 909-621-9900 ext228

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$139,898
Local			\$139,898
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal		\$0
Transportation Development Credit		\$0
Total Eligible Cost		\$279,796

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Omnitrans

ITEM # E9

DATE: August 10, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Doug Stanley, Interim Director of Special Transportation Services

SUBJECT: FUNDING AGREEMENT BETWEEN YMCA AND OMNITRANS

FORM MOTION

Recommend the Board of Directors authorize the CEO/General Manager to execute the funding agreement between Omnitrans and YMCA for \$73,000 of FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal funds awarded through San Bernardino County Transportation Authority's (SBCTA) 2017 Call for Projects.

Omnitrans legal counsel has reviewed and approved the Funding Agreement as to form.

BACKGROUND

On May 3, 2017, SBCTA's Board of Directors awarded YMCA a total of \$73,000 in FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal funds to enhance mobility services for seniors and the disabled through the Rancho Cucamonga and Fontana YMCA's Silver Fox Express Transportation Program by purchasing one (1) 16 passenger ambulatory bus.

These funds are part of a pass-through of Federal Transit Administration grant Section 5310, Grant No. 1681-2016-6. As the FTA grant recipient, Omnitrans will receive approximately \$2,920 for administrative costs and grant oversight.

CONCLUSION

Staff recommends authorizing the CEO/General Manager to execute the funding agreement between Omnitrans and YMCA as part of SBCTA's 2017 Call for Projects Pass-Through Award.

PSG:DS

SUBRECIPIENT FUNDING AGREEMENT FOR ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM (FTA 5310)

DUNs identification number 08-4149293

This Funding Agreement for Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant funds (“**Agreement**”) by and between RANCHO CUCAMONGA AND FONTANA YMCA (“**Subrecipient**”) and OMNITRANS, a joint powers authority (“**Omnitrans**”), is entered into this ____ day of _____, 20____. Subrecipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

Recitals

A. This Agreement describes the respective responsibilities of Subrecipient and Omnitrans for funding capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2015-2017 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Agreement attached hereto as **Exhibit A** (the “**Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Agreement**”).

B. The amount for the Subrecipient to withdraw as of July 1, 2017, is:

FTA 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Traditional Program (Capital)	\$ 73,000
Total	\$ 73,000

C. Subrecipient desires to use such grant funds to enhance mobility services for seniors and the disabled through the RANCHO CUCAMONGA AND FONTANA YMCA’s Silver Fox Express transportation program by purchasing one ambulatory 16 passenger bus.

D. As a Subrecipient receiving FTA 5310 funds, Subrecipient desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws, guidance and regulations, including FTA Circular 9070.1G (“**Applicable Law**”).

NOW THEREFORE, based on the forgoing recitals and for good and valuable consideration, including the promises and covenants contained herein, the Parties agree as follows:

1. **Obligations of Omnitrans.** Omnitrans agrees to take the following actions:

- a. Reimburse Subrecipient for the Project, up to the amounts referenced above, in conformity with the following procedure:
 - (1) For each disbursement requested, Subrecipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”) by not later than the 15th day of each month, or the next following business day should the 15th fall on a weekend or holiday.

- (2) Each Disbursement Request shall be accompanied by a written certification of Subrecipient's Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that Subrecipient will use the disbursement for the costs indicated in the Disbursement Request.
 - (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Subrecipient as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Subrecipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Subrecipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the Federal Transit Administration ("FTA") advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Subrecipient certification, Omnitrans may solicit, at Subrecipient's expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law, which legal opinion may be shared with Subrecipient at the sole discretion of Omnitrans.
 - (6) Omnitrans shall have no liability to Subrecipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Subrecipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
- b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Subrecipient.
- c. Reasonably comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from Section 5310 Grant No. 1681-2016-6 grant funds to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans has charged four percent (4%) of the total FTA amount as Administrative Expenses which has already been deducted from the amount stated above. Project funds shall not be used for the Administrative Expenses.
3. Warranties of Subrecipient. Subrecipient warrants to Omnitrans that:

- a. Subrecipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5310 grant funds (the “**Match Obligation**”) as outlined in the notice of funding from which applicant was awarded.
 - b. To Subrecipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5310 grant application on behalf of Subrecipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Subrecipient will conduct itself so that all aspects of the Project and any aspect of Subrecipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Subrecipient will use the disbursements for the purposes indicated in its Disbursement Request and only for eligible expenses pursuant to the Grant Agreements and Applicable Law.
 - e. Subrecipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Subrecipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf> and FTA Circular 9070.1G, including recordkeeping and submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Subrecipient. Subrecipient agrees to take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements and Applicable Law.
 - b. Satisfy Subrecipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require.
 - c. Promptly notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Subrecipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Subrecipient will use the disbursement as indicated in the Disbursement Request. If FTA or any Project audit determines that any 5310 funds were not spent in accordance with applicable federal rules and regulations, Subrecipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.
 - e. Maintain satisfactory continuing control over the use of any vehicles purchased to ensure the vehicles are used for their “useful life” (as defined by FTA policy) to carry out the authorized purposes for which federal funds were used in accordance with FTA requirements and grant conditions. Compliance under such continuing control

requirement includes ensuring the appropriate amount of insurance is maintained for all vehicles acquired with the federal funds described in this Agreement. In the event Subrecipient fails to exercise appropriate continuing control over any vehicles, Omnitrans shall have the right to immediately exercise continuing control to ensure the use of any vehicles for their federally approved purpose during their “useful life.” Any and all costs expended by Omnitrans in the exercise of such continuing control shall be the responsibility of Subrecipient, including any costs related to negative audit findings by FTA or other applicable federal funding agencies due to Subrecipient’s failure to exercise appropriate continuing control over any vehicles acquired.

- f. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Subrecipient with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA. Subrecipient shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Subrecipient shall allow representatives of Omnitrans, the FTA, and other designated agencies during normal business hours to examine, audit, and make transcripts or copies of such records. Subrecipient shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and the filing of any final federal financial reports, if any, and shall allow inspection hereunder during such time.
 - g. Ensure that all aspects of the Project and any aspect of Subrecipient’s participation in this Agreement and the actions contemplated of Subrecipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - h. Provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
 - i. Upon completion, provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - j. Subrecipient shall comply with all applicable sections of FTA Circular 5010.1E pertaining to the management of federally funded assets. The Subrecipient will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1E.
 - k. Subrecipient shall comply with the requirements in FTA Circular 9070.1G.
 - k. Subrecipient will comply with the policies and procedures of the approved state/program management plan(s) concerning administration of FTA’s Section 5310 program.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Subrecipient required under the terms of this Agreement. The Chief Executive Officer of Subrecipient, or his or her designee, shall exercise the rights of Subrecipient under this Agreement; however, any certifications of Subrecipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer

or such other designated representative of Subrecipient as is specified by action of the Subrecipient's governing body evidenced in writing. Subrecipient shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.

6. Insurance. Subrecipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, Subrecipient will provide written certificates evidencing compliance to Omnitrans.
 - a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Indemnification. Subrecipient shall defend, indemnify and hold Omnitrans, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Subrecipient or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with Subrecipient's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, Subrecipient shall defend, at its own expense, including the payment of attorneys' fees, Omnitrans, its officials, officers, employees, agents and/or volunteers in any legal action based upon such acts, omissions or willful misconduct. Subrecipient shall reimburse Omnitrans, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement

of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than September 30, 2020. Either Party may terminate this Agreement for breach with written notice to the other Party and if the breaching Party does not take sufficient steps to remedy the claimed breach within ten (10) business days.

9. Force Majeure.

- a. An “Uncontrollable Force” (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Subrecipient as soon as Omnitrans is reasonably able to do so, unless such disbursements may no longer be used for eligible expenses due to an Uncontrollable Force.
- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
- c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
- d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.

10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans’ governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

11. Authorization by Subrecipient. Subrecipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Subrecipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
13. Additional Documents. Each of the Parties shall timely execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced by a Party seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.
15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

TO OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Director, Special Transportation
Services

TO SUBRECIPIENT:

Rancho Cucamonga & Fontana Family
YMCA
PO Box 248
Rancho Cucamonga, CA 91730
Attention: CEO

20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO SUBRECIPIENT FUNDING AGREEMENT FOR JOB ACCESS
REVERSE COMMUTE AND NEW FREEDOM GRANT FUNDS**

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

OMNITRANS

RANCHO CUCAMONGA AND FONTANA
YMCA

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

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Omnitrans Counsel

Exhibit “A”
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-22, October 1, 2015)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(22), October 1, 2015, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: Omnitrans

Recipient ID: 1681

DUNS No: 081816050

Application Information

Federal Award Identification Number: 1681-2016-6

Application Name: Enhanced Mobility of Seniors and Individuals with Disabilities Program (FTA 5310)

Application Executive Summary: The San Bernardino County Transportation Authority (SBCTA) released a call for projects for Federal Transit Administration (FTA) Section 5310 funding for the West Valley Area of San Bernardino County and has awarded the projects outlined in this grant application. This funding is to be used for projects that directly affect Senior and Disabled and can be used for the following:

The Traditional FTA Section 5310 funding is for buses/vans that are ADA accessible, vehicle procurement testing and inspection, radios and communication equipment, computer hardware and software that support Section 5310 program purposes only, extended warranties which do not exceed the industry standard, and transit related intelligent transportation systems.

The Expanded FTA Section 5310 funding is for projects that are considered operating activities such as expansion of paratransit service that is beyond ADA minimum requirements, expansion of service hours, enhancement of services such as door-to-door or escort services, and new or expansion of volunteer driver programs. Additionally under the Expanded Section 5310 funding, capital activities are allowed such as acquisition of accessibility equipment beyond ADA requirements, purchasing accessible vehicles to support taxi, vanpooling, and/or ridesharing programs, and mobility management activities.

Start date-the same date of the award. End date- September 30, 2021.

Omnitrans is a direct recipient. This Application for 5310 is consistent with the sub allocation identified in the Fiscal Year Apportionment Tables as updated Monday January 23, 2017 and attached to this application.

This application does not include funds for research and/or development activities.

Indirect costs will be applied to this application and its scope of work. The cognizant agency, FTA approved Omnitrans' rate of 4% on April 5, 2007 and a copy of the organization's approved rate is on file with FTA (in the EAMS). The approved rate(s) of 4% will be applied to the applicable activity line descriptions.

Total Application Budget: \$1,140,351.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$715,051.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$425,300.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$715,051.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$425,300.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$715,051
Local			\$425,300
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,140,351

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

Project Information

Project Number	Project Title	Project Description
1681-2016-6-P1	Omnitrans Replacement ACCESS Vehicles	Omnitrans is seeking funding to replace two (2) vehicles that have exceeded their FTA recommended useful life. These vehicles have reached mileage exceeding 250,000 miles and are beginning to have increase maintenance cost and potential service reliability issues.

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$194,278
Local			\$53,777
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$248,055

Project Number	Project Title	Project Description
1681-2016-6-P2	OPARC Connect Replacement Vehicles	OPARC is requesting two (2) replacement vehicles as part of the OPARC Connect program benefiting individuals with behavioral disabilities. This project offers home pick up and drop off so riders are not waiting outside. This eliminates concerns over the effect of sun on medication, becoming frightened by public spaces, and potential for problems arising from impaired judgment or memory. OPARC is located at : 9029 Vernon Ave Montclair, CA 91763 Contact is: Andrea Erickson, President CEO 909-985-8579

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$126,000
Local			\$31,500
Local/In-Kind			\$0

State		\$0
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$0
Total Eligible Cost		\$157,500

Project Number	Project Title	Project Description
1681-2016-6-P3	Rancho Cucamonga & Fontana Family YMCA Replacement Bus	The YMCA operates a transportation program called the Silver Fox Express that operates M-F year round. Riders have the option of pick ups starting at 8AM or 9AM with return trips starting at 1PM and 2PM. the last five numbers of the VIN to be replaced are 43844.

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$73,000
Local			\$18,250
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$91,250

Project Number	Project Title	Project Description
1681-2016-6-P4	OPARC Connects Operating Assistance	This project will run from July 2017 to the end of that fiscal year and renew in July 2018 for the fiscal year ending June 30, 2019. The goal of OPARC Connect is to overcome existing barriers facing Americans with disabilities seeking integration into the workforce and full participation into society by continuing the services currently provided under our New Freedom funding and expanding the service capacity by adding more vehicles and drivers. OPARC Connect provides transportation coordination between people with disabilities, their day programs or employment and families. This service component is critical to transportation use based on the special needs of the population. The lack of adequate transportation and travel support is documented employment barrier to work for individuals with disabilities as well as a barrier to those individuals who want to fully take part in their communities a part of our communities. OPARC Connect provides transportation that exceeds ADA compliance requirements thereby expanding transportation options. OPARC Connect funding will provide an annual minimum in excess of 20,000 trips which include door to door

(through door) trips for individuals who attend daily programs. These trips also represent greater access to community activities including skills training, educational physical fitness, and using community resources. Other OPARC riders use this service to attend the OPARC Work Activity Program or community based jobs. Those employed in the community will be able to access safe transportation during evening and weekend hours as necessary. Riders will be selected from an existing waiting list determined by special needs and by route availability. OPARC is located at : 9029 Vernon Ave Montclair, CA 91763 Contact is: Andrea Erickson, President CEO 909-985-8579

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$181,875
Local			\$181,875
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$363,750

Project Number	Project Title	Project Description
1681-2016-6-P5	Community Senior Services (CSS) Volunteer Driver Program Operating Expenses	Community Connections is an innovative volunteer driver program that provides door-through-door assisted transportation to seniors and individuals with disabilities who cannot easily use other transportation services. The program provides mileage reimbursement for volunteer drivers to transport individuals who are too frail, ill or unable to use public transportation. CSS is located at: 141 Spring St Claremont, CA 91711 Contacts: Floy Biggs, CEO 909-621-9900 ext229 Abby Nuyda, VP Admin 909-621-9900 ext228

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$139,898
Local			\$139,898
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal		\$0
Transportation Development Credit		\$0
Total Eligible Cost		\$279,796

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Omnitrans