

**FUNDING AGREEMENT
BETWEEN
OMNITRANS
AND
DEPARTMENT OF AGING AND ADULT SERVICES (DAAS)**

This Funding Agreement for Measure I funds (“**Agreement**”) by and between Department of Aging and Adult Services (“**DAAS**”), a department of the County of San Bernardino and Omnitrans, a Joint Powers Authority and a Consolidated Transportation Services Agency (“**Omnitrans**”), is entered into this 1st day of July 2026. Department of Aging and Adult Services and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, in its capacity as the Consolidated Transportation Services Agency (“**CTSA**”) for the San Bernardino Valley, Omnitrans has the ability to provide Measure I funds to other entities for projects that improve mobility for persons with disabilities, senior citizens, and persons of low income; and

WHEREAS, Department of Aging and Adult Services proposes the operation of a new program, Valley Transportation Expansion Project (VTEP) (“**Project**”); and

WHEREAS, Omnitrans desires to provide operating assistance funds to DAAS, on a reimbursable basis, for the Project; and

WHEREAS, the parties wish to enter into this Agreement to document the terms and conditions of Omnitrans funding of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Project Description: DAAS’s Valley Transportation Expansion Project is a Bus Pass purchase and distribution program to expand mobility to seniors and individuals with disabilities in the San Bernardino Valley.
2. Term: This Agreement will be for a term of two (2) years and shall expire on June 30, 2028, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
3. Funding Amount: The amount to be paid to DAAS under this Agreement will not exceed \$420,492.64 in operating expenses, with annual not to exceed amounts of \$206,929.41 in Fiscal Year 2027 and \$213,563.23 in Fiscal Year 2028 - unless agreed to in advance by the parties pursuant to a written amendment. In no instance will Omnitrans be liable for any payments or

costs for work in excess of these amounts, nor for costs not listed in Project Budget, attached hereto as Exhibit B.

4. Payment:

- a. On a monthly basis, DAAS will provide Omnitrans with an invoice for reimbursement pursuant to Subsections 4.b. and 4.c., below.
- b. Payments for operating expenses to DAAS hereunder will be made in arrears. DAAS will submit a detailed and properly documented invoice for reimbursement not more often than monthly, which invoice will include: (i) a description of the work performed; and (ii) a detailed accounting of costs incurred.
- c. Payments for capital expenses, including but not limited to vehicles, may be requested in advance, upon presentation of a valid vendor invoice for such purchases
- d. DAAS will be notified within ten (10) business days following receipt of its invoice by Omnitrans of any circumstances or data in DAAS's invoice that would cause withholding of approval and subsequent payment. DAAS's invoice will include documentation of reimbursable expenses and billed items sufficient for Omnitrans, in its opinion, to substantiate billings. Omnitrans reserves the right to withhold payment of disputed amounts.
- e. At no time shall payments from Omnitrans be used to supplant any existing funding source for DAAS. DAAS shall notify Omnitrans of any potential loss of funding for the existing DAAS services within ten (10) business days of learning of the funding loss.

5. Progress Reports: DAAS will provide Omnitrans with monthly Project Milestones updates on the Project, as set forth in Exhibit A. DAAS, in cooperation with Omnitrans, shall develop national ridership data reporting mechanisms sufficient for reporting as part of the NTD (National Transit Database) reporting system, and shall provide such data to Omnitrans monthly.

6. Advisory Committee Participation: DAAS shall attend and participate in advisory committee meetings, as mutually agreed upon by Omnitrans and the San Bernardino County Transportation Authority.

7. Compliance with Laws: DAAS will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation: (i) all regulatory requirements associated with the funding provided to the DAAS for this Project; (ii) all disability laws; and (iii) non-discrimination and equal opportunity laws. Any failure by DAAS to comply with such laws may result in the termination of this Agreement or such other remedy as Omnitrans deems appropriate.

8. Independent Contractor: DAAS and the agents and employees of DAAS in the performance of this Agreement, will act as and be independent contractors, and not officers, employees, or agents of Omnitrans. DAAS, its officers, employees, agents, and contractors, if any, will have no power to bind or commit Omnitrans to any decision or course of action, and will not represent any person or business that they have such power. DAAS has and will retain the right to exercise full control of the supervision of the DAAS Project, and over the employment, direction, compensation, and discharge of all persons assisting in the performance of the work funded by this Agreement. DAAS will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to, compliance with all laws, statutes, and regulations governing such matters.

9. Termination:

- a. Omnitrans may terminate this Agreement for cause by giving DAAS a notice of default and intention to terminate the Agreement (“Termination Notice”). The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to DAAS at the address indicated in Section 20 below.
- b. Upon receipt of a Termination Notice, DAAS shall have 30 days in which to cure the stated violation(s) and to provide Omnitrans sufficient evidence that the violations have been cured. If DAAS has not cured within 30 days of such notice or has not provided sufficient evidence of such to Omnitrans, the Agreement shall be terminated, effective immediately.
- c. Omnitrans may also terminate this Agreement in the event of Measure I or federal grant funding shortfall, upon 15 days written notice. Such notice will be served and effective as set forth in Subsection 9.a., herein.
- d. Omnitrans may also terminate this Agreement in the event of a funding shortfall for DAAS Project or the failure to provide notice to Omnitrans of such funding shortfall, as required pursuant to section 4.e. In the event DAAS fails to provide the notice required pursuant to section 4.e., Omnitrans is not required to give DAAS an opportunity to cure such violation.
- e. If Omnitrans issues a Termination Notice or terminates this Agreement due to a funding shortfall, Omnitrans will reimburse DAAS for work actually performed up to the effective date of the Termination Notice, subject to the limitations in Section 4, and less any compensation to Omnitrans for damages suffered as a result of DAAS’s failure to comply with the terms of this Agreement.
- f. DAAS will have the right to terminate this Agreement in the event Omnitrans is unable to make required payments. In such event, DAAS will provide Omnitrans with seven

(7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Omnitrans at the address indicated in Section 20. Omnitrans will make payment to DAAS through the date of termination, subject to the provisions of Section 4 above, and less any compensation to Omnitrans for damages suffered as a result of failure to comply with the terms of this Agreement.

10. Assignment: The parties understand that Omnitrans entered into this Agreement based on the Project proposed by DAAS. Therefore, without the prior express written consent of Omnitrans, this Agreement is not assignable by DAAS either in whole or in part.

11. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

12. Time: Time is of the essence in this Agreement and will follow the Project Milestones timeline set forth in Exhibit A, unless modified pursuant to Section 13.

13. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

14. Contractors and Subcontractors: DAAS will be fully responsible for all work performed by its contractors and subcontractors. Omnitrans reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement in excess of \$25,000. DAAS shall incorporate the terms of this Agreement, including without limitation the indemnification and insurance provisions, into any subcontractor agreement funded by this Agreement.

15. Indemnification. DAAS 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 DAAS or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with DAAS performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, DAAS 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. DAAS 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.

16. Insurance. DAAS 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. DAAS may satisfy its insurance obligations herein through participation in a program of self-insurance. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, DAAS will provide written certificates evidencing compliance to Omnitrans.

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 include coverage for owned, hired and non-owned automobiles.

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.

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.

17. Audit: An independent auditor shall audit DAAS's use of Project funds no less than annually. DAAS agrees to supply Omnitrans with a copy of any audit of Project related activities performed.

18. Retention and Inspection of Records

- a. Omnitrans or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials pertaining to performance of this Agreement (collectively "Records"), including any Records in the possession of any contractors or subcontractors. DAAS agrees to provide Omnitrans or its designee with any relevant information requested and will permit Omnitrans or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations.
- b. DAAS further agrees to maintain all Project Records for a period of four (4) years after final payment under the Agreement or four (4) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If so, directed by Omnitrans upon expiration of this Agreement, DAAS will cause all Records relevant to the Project to be delivered to Omnitrans as depository.

19. Signs: DAAS will include the Omnitrans logo and/or Measure I signage on Project related marketing materials and on vehicles operated with Omnitrans funding, including:

- a. Vehicles purchased or operated with Measure I funds shall display signs clearly visible to riders indicating the vehicle is funded in part through Measure I funding.
- b. Signage must conform with approved Measure I signage and be approved by Omnitrans.

20. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

TO OMNITRANS:

TO DAAS :

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
ATTN: Mobility Services Manager

784 E. Hospitality Ln.
San Bernardino, Ca.92415

21. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of Omnitrans to enforce at any time the provisions of this Agreement or to require at any time performance by DAAS of these provisions will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Omnitrans to enforce these provisions.

22. Litigation: DAAS will notify Omnitrans immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or Omnitrans and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Omnitrans.

23. Non-Liability of Omnitrans: Omnitrans shall not be liable to DAAS or any third party for any claim for loss of profits or consequential damages. Further, Omnitrans shall not be liable to DAAS or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement. There are no third-party beneficiaries to this Agreement

24. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

25. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of San Bernardino County.

26. Integration: This Agreement represents the entire understanding of Omnitrans and DAAS as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 13.

27. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

28. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

29. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

30. Ownership; Permission: Omnitrans represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials, are either produced or owned by DAAS or that all required permissions and license agreements have been obtained and paid for by DAAS. DAAS will defend, indemnify and hold harmless Omnitrans and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

31. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

32. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the

party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

33. Press Releases: DAAS will obtain Omnitrans' prior written approval of any press releases, or other public outreach materials, that include any reference to Omnitrans or depiction of the Omnitrans logo.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement, as of the date first appearing above.

By:

Erin Rogers
CEO/General Manager
Omnitrans
Date: _____

Dawn Rowe
Chair
San Bernardino County
Board of Supervisors
Date: _____

Approved as to form:

Steven Debaun
Omnitrans Legal Counsel
Date: _____

Janet LaTourette
Legal Counsel of DAAS
Date: _____

EXHIBIT A

Project Narrative

The primary purpose of this project is to provide eligible residents with prepaid transit passes for use on Omnitrans fixed-route services. Passes are intended to mitigate transportation barriers associated with health-related travel, access to essential services, and social isolation. These outcomes are directly aligned with the Omnitrans Measure I RMP's emphasis on enhancing mobility for seniors (62 and older) and persons with disabilities. The department plans to expand services by purchasing and distributing additional Senior/Disability/Medicare 31-day passes, which are the passes the department currently distributes in the service area described above.

Roles and Responsibilities:

The department will manage all aspects of the project:

Program Leadership and Oversight: department leadership will oversee project execution, compliance, and reporting.

Fiscal Management: The department's fiscal staff - including the Administrative Supervisor II, Staff Analyst II, and Accounting Technicians - will be responsible for procurement, fund management, and ensuring inventory controls for transit passes.

Operational Coordination and Distribution: Senior Information and Assistance Program Supervisors and outreach staff will coordinate and execute the distribution of passes within the service area. Staff are experienced in outreach and client interaction and will work with community partners to ensure equitable distribution.

Eligibility Verification: Staff will verify eligibility before issuance of each transit pass to ensure compliance with Omnitrans and program guidelines.

Days and Hours of Operation:

Department administrative offices operate Monday through Friday from **8:00 a.m. to 5:00 p.m., excluding County holidays.** SIA outreach staff conduct field activities throughout the

Omnitrans service area; however, distribution locations and times will vary based on scheduled outreach, coordination with community partners, and periodic pop-up distribution events at senior centers, nutrition sites, affordable housing locations, and other community hubs.

Implementation Steps:

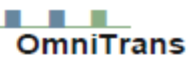
- **Board and Administrative Approvals:** Upon award, the department will secure necessary approval from the San Bernardino County Board of Supervisors to accept and administer Measure I funds for the purchase of bus passes.
- **Pass Procurement and Custodial Tasks:** The fiscal team will procure passes through Omnitrans agreements, ensuring secure handling and inventory tracking.
- **Distribution Coordination:** Program staff, led by Senior Information and Assistance Supervisors will plan distribution schedules and coordinate with partner agencies to maximize access across the over 450 square-mile Omnitrans service area, ensuring passes reach

underserved neighborhoods and populations.

- **Outreach and Education:** The Senior Information and Assistance team will conduct outreach to inform eligible residents about pass availability, including targeted communication with senior centers, disability service providers, and direct community contact.

EXHIBIT B

Project Budget

Agency Name:		OPERATING EXPENSES PROPOSED PROJECT BUDGET FORM San Bernardino County Department of Aging and Adult Services			
Project Title:		Valley Transportation Expansion Program			
EXPENSES	Position % Time	Jul '26 • Jun '27	Jul '27 • Jun '28	TOTAL	
Salaries by Position (include benefits): (Example: delivers, scheduler, trainer etc.)					
A. Social Service Aide	10%	\$ 7,620.00	\$ 8,266.00	\$ 15,886.00	
B. Senior Information & Referral Area Rep	10%	\$ 8,358.00	\$ 8,723.00	\$ 17,081.00	
C. Accounting Technician	10%	\$ 7,378.00	\$ 7,640.00	\$ 15,018.00	
D. Staff Analyst II	10%	\$ 12,918.00	\$ 15,254.00	\$ 28,172.00	
E. Staff Analyst II Fiscal	10%	\$ 12,449.00	\$ 13,508.00	\$ 25,957.00	
F.		\$	\$	\$	
Total Salaries & Benefits		\$ 49,145.00	\$ 50,721.00	\$ 99,866.00	
Non-Personnel Expenses: (Example: fuel, rent, insurance, utilities etc.)					
A. Bus Passes		\$ 206,930.00	\$ 213,564.00	\$ 420,494.00	
B.		\$	\$	\$	
C.		\$	\$	\$	
D.		\$	\$	\$	
E.		\$	\$	\$	
F.		\$	\$	\$	
Total non-personnel Expenses		\$ 207,765.00	\$ 214,200.00	\$ 421,965.00	
Administrative Overhead (calculated at 5%)		\$ 2,587.41	\$ 2,669.23	\$ 5,256.64	
TOTAL PROJECT EXPENSES		\$ 258,662.41	\$ 266,954.23	\$ 525,616.64	
REVENUES					
Agency Match (Cash) (Example: General Fund, CDBG, Donations, etc.)					
A. Cash Match		\$ 51,733.00	\$ 53,391.00	\$ 105,124.00	
B.		\$	\$	\$	
C.		\$	\$	\$	
D.		\$	\$	\$	
E.		\$	\$	\$	
F.		\$	\$	\$	
Total Cash Match		\$ 51,733.00	\$ 53,391.00	\$ 105,124.00	
Agency Match (In-Kind)					
Salaries by Position (include benefits):					
A.	Position % Time	\$	\$	\$	
B.		\$	\$	\$	
C.		\$	\$	\$	
E.		\$	\$	\$	
F.		\$	\$	\$	
G.		\$	\$	\$	
Total In-Kind Match		\$ 00.00	\$ 00.00	\$ 00.00	
Total Overall Match		\$ 51,733.00	\$ 53,391.00	\$ 105,124.00	
Calculated Measure I Portion (not to exceed 80%)		80.00%	80.00%	80.00%	