TRANSPORTATION COMMISSION MEETING
AGENDA

WEDNESDAY, JUNE 25, 2014
6:00 p.m. (or immediately after IVRMA or LTA)

County of Imperial Administration Center
Board of Supervisors Chambers
940 W. Main Street, Second Floor
El Centro, CA 92243

CHAIR: LAWRENCE D. RITCHIE VICE CHAIR: BRUCE KUHN

Individuals wishing accessibility accommodations at this meeting, under the Americans with Disabilities Act (ADA), may request such accommodations to aid hearing, visual, or mobility impairment by contacting ICTC offices at (760) 592-4494. Please note that 48 hours advance notice will be necessary to honor your request.

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS
   A. Discussion/Action of emergency items, if necessary.

III. PUBLIC COMMENTS

Any member of the public may address the Commission for a period not to exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Commission. The Commission will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

IV. APPROVAL OF CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

A. Approval of ICTC Board Draft Minutes: May 28, 2014 Pages 6-21
B. Receive and File:
   1. ICTC Management Committee Minutes June 11, 2014
   2. ICTC TAC Draft Minutes: May 22, 2014
   3. ICTC SSTAC Draft Minutes: May 7, 2014
C. Specific Transit Operator Fiscal Reports FY 2012-13 for Imperial Valley Transit and IVT Access Page 23

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Receive and file the Specific Transit Operator Fiscal Reports FY 2012-13; IMPERIAL VALLEY TRANSIT and IVT ACCESS for the Imperial County Transportation Commission for FY 2012-13

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
ICTC Executive Director

- See attached Executive Director Report on page 107

Southern California Association of Governments

- See attached report on page 110

California Department of Transportation – District 11

- See attached report on page 115

Commission Member Reports

VI. ACTION CALENDAR

A. Memorandum of Understanding (MOU) between the Imperial County Transportation Commission (ICTC) and the Southern California Association of Governments (SCAG) for a Safe Routes to School Regional Plan

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the Memorandum of Understanding between Imperial County Transportation Commission and Southern California Association of Governments for the Safe Routes to School Regional Master plan.

B. Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Approve the Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015

C. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Fiscal Year 2012-2016, Modification #6

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Review and file the Specific Transit Operator Fiscal Reports FY 2012-13; Med Express and West Shores Dial-A-Ride for the Imperial County Transportation Commission for FY 2012-13


ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Executive Director to submit the FHWA DBE Program documents for FY 2014-15 to Caltrans District 11.

F. Federal Transit Administration (FTA) Title VI Program for Federal Transit funds

ICTC Staff forwards this item to the Commission for review and approval after public comment, if any:

1. Approve the Imperial County Transportation Commission Title VI Plan.

V. REPORTS

A. ICTC Executive Director

- See attached Executive Director Report on page 107

B. Southern California Association of Governments

- See attached report on page 110

C. California Department of Transportation – District 11

- See attached report on page 115

D. Commission Member Reports

VI. ACTION CALENDAR

A. Memorandum of Understanding (MOU) between the Imperial County Transportation Commission (ICTC) and the Southern California Association of Governments (SCAG) for a Safe Routes to School Regional Plan

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the Memorandum of Understanding between Imperial County Transportation Commission and Southern California Association of Governments for the Safe Routes to School Regional Master plan.

B. Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Approve the Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015

C. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Fiscal Year 2012-2016, Modification #6
ICTC Commission
June 25, 2014

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairperson to sign the modification #6 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective July 1, 2014 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
   a. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $2,599,451.
   b. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $2,689,438.


ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the Imperial Valley Transit website consultant agreement with the firm of Conveyor Group, for the not to exceed fee of $30,995.00 effective July 1, 2014 through June 30, 2015.

E. Fifth Amendment to the Med-express Operating Agreement, ARC- Imperial Valley FY 2014-15  Page 240

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign an fifth amendment document to the operating agreement with ARC-Imperial Valley for the continued operation of the Med-express for the period effective July 1, 2014 through June 30, 2015, with an annual not to exceed operating subsidy ($179,967) with 6% marketing funding ($13,500), maintenance escalator ($7,500.00) and fuel escalator.

F. Amendment 7 to the West Shores Dial-A-Ride Operating Agreement, ARC- Imperial Valley, FY 2014-15  Page 246

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign an amendment document to the operating agreement with ARC-Imperial Valley for the continued operation of the West Shores Dial-A-Ride for the period effective July 1, 2014 through November 30, 2014, with a not to exceed operating subsidy ($28,111), a farebox ratio of 5%, maintenance escalator ($2,500), fuel escalator ($2,500) and a marketing subsidy ($900).


ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the STIP/RTIP Consultant Agreement with the firm of COH and Associates for the not to exceed fee of $40,000.00 effective July 1, 2014 through June 30, 2016.

H. Discussion/Action regarding compensation for ICTC Executive Director
VII. CLOSED SESSION - PERSONNEL MATTER

A. Motion to Adjourn to Closed Session

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code sec. 54957)
   Title: Executive Director of ICTC

C. Reconvene in Open Session and announcement of Closed Session Action(s)

VIII. NEXT MEETING DATE AND PLACE

A. The next meeting of the Imperial County Transportation Commission will be held on Wednesday, July 23, 2014 at 6:00 p.m., at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.

IX. ADJOURNMENT

A. Motion to adjourn
IV. APPROVAL OF CONSENT CALENDAR

A. APPROVAL OF BOARD DRAFT MINUTES:
   MAY 28, 2014

B. RECEIVE AND FILE:
   1. ICTC MANAGEMENT DRAFT MINUTES:
      JUNE 11, 2014
   2. ICTC TAC MINUTES:
      MAY 22, 2014
   3. ICTC SSTAC MINUTES:
      MAY 7, 2014
The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday May 28, 2014 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL
Chair Ritchie called the Commission meeting to order at 6:02 p.m. Roll call was taken.

II. EMERGENCY ITEMS
A. There were none.

III. PUBLIC COMMENTS

IV. APPROVAL OF CONSENT CALENDAR
A motion was made by Nava and seconded by Predmore to approve consent item A through D, Motion carried unanimously.

A. Approval of ICTC Board Draft Minutes: April 21, 2014
B. Receive and File:
   1. ICTC Management Committee Draft Minutes May 14, 2014
   2. ICTC TAC Draft Minutes: April 15, 2014
   3. ICTC SSTAC Minutes: April 2, 2014
   1. Approved the proposed FY 2014-15 DBE goal of 2%, for distribution for public comment.
   2. Directed staff to return with this item for review and adoption of the proposed DBE goal after the public review process has been completed.
D. ICTC Overall Work Program (OWP) and Budget FY 2013-2014, Amendment #3
   1. Approved the FY 2013-14 Budget Amendment Request No. 3

V. SPECIAL PRESENTATIONS

A. Presentation of the American Public Works Association (APWA) Award to the City of Brawley, the City of El Centro and ICTC
   1. Presented by Augie Chang, Vice-President, PSOMAS

B. Presentation of the 2014 SCAG Sustainability Award to ICTC, the City of Brawley and the City of El Centro for their Transfer Stations
   1. Presented by Tomás Oliva, SCAG

VI. CLOSED SESSION

A. Motion to Adjourn to Closed Session (Gran/Nava) **Motion Carried.**

B. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION, Government Code 54956.9(a)
   Alfonso and Delores Fernandez v. City of Calexico, et al., Superior Court County of Imperial, Case No. ECU07948

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)
   Title: ICTC Executive Director

D. Announcement of Closed Session Action(s): *No action(s) taken and no direction given on either of the items.*

VII. REPORTS

A. ICTC Executive Director
   Mr. Baza and staff had the following announcements:
   - The Brawley Transit Transfer Station and Gold Line Bus Service was a finalist for the California Transportation Foundation (CTF) Transit Project of the Year Awards. The Awards Luncheon took place on May 22, 2014 in Sacramento. In attendance were Mayor Don Campbell (Brawley), Bill Figge (Caltrans), Augie Chang (PSOMAS) and Mark Baza. Unfortunately, the project was not selected. The project selected was a SANDAG/MTS Trolley Renewal Project in the City of San Diego, which consisted of Trolley Renewal Low Floor Platforms on the San Diego Metropolitan Transit System.
   - A copy of the Executive Director’s Report is on page 61 of the Commission agenda.

B. Southern California Association of Governments (SCAG)
   Mr. Oliva had the following announcements:
   - ATP applications were due on May 21, 2014. Caltrans will review all applications; those not approved from our region will go to ICTC. ICTC will then add 10 points to those applications that are consistent with a local or regional plan.
   - SCAG submitted a letter of support regarding the F35 strike fighter effort. SCAG also submitted a letter of support for the Department of Transportations’ Tentative Order to terminate the Essential Air Service (EAS) program in El Centro. Mayor
Walker (El Centro) is extremely supportive of this effort to keep the EAS program in Imperial Valley.

- A consultant was selected for the Aerial Imagery Project. The timeline is currently on schedule and a fly over is expected in August or September.

C. California Department of Transportation (Caltrans)
Mr. Figge had the following announcements:
- Project Updates
  - Dogwood Project:
    - HQ Advertise, May 5, 2014
    - Bid Open, June 2014
    - Award, August 2014
    - Start Construction, October 2014
    - Complete Construction, June 2016
  - I-8 CRCP Pavement Project:
    - Three projects on I-8 at various locations to replace concrete pavement with long-life pavement.
    - Traffic will be detoured as necessary to complete work.
    - Project Initiation Document Approval, June 2014
    - Design Complete, April 2015
    - HQ Advertise, September 2015
    - HQ Award, October 2015
    - Construction Begins, Late 2015

D. Commission Member Report
- Mr. Hodge stated that the Mariachi Festival was successful.
- He also stated that a community clean-up will occur on Saturday, May 31, 2014 along Hwy 111 in Calexico.
- Mr. Terrazas stated that the F35 Joint Strike fighter decision has been made to go with Lemoore. A response to the EIS will be prepared. Imperial was named as the #1 alternate. Mr. Hodge thanked the committee working on this effort for their tenacity, hard work and commitment.
- Ms. Sanders said a few words on behalf of Colleen Ludwig. She was an active participant of ICTC and IVAG.
- She also stated that the League of California Cities local meeting is taking place on May 29, 2014 at the Town Pump in Westmorland. Mayor Pro Tem Silva (El Centro) is a first time President.
- Mr. Ritchie stated that construction has begun for the Family Dollar store in Westmorland.
- Mr. Predmore stated that services for Colleen Ludwig will be May 30, 2014 with more information to be posted in the Holtville Tribune.
- Mr. Gran stated that a groundbreaking took place for a new Veteran’s Memorial at the Imperial Airport.

VIII. ACTION CALENDAR

A. Update to the 2014 Competitive Bid for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE

ICTC Management Committee met on May 14, 2014 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Rejected all bids from the January 2014 IVT RIDE Consolidated Paratransit Services bid due to a change in the scope of work.
ICTC MEETING MINUTES
MAY 28, 2014

2. Directed staff to circulate a revised June 2014 IVT RIDE Consolidated Paratransit Services bid.
3. Directed staff to return for final direction on an IVT RIDE Consolidated Paratransit Services contract award.

A motion was made by Hodge and seconded by Nava, Motion Carried unanimously.

B. Amendment 7 to the West Shores Dial-A-Ride Operating Agreement, ARC-Imperial Valley, FY 2014-15

ICTC Management Committee met on May 14, 2014 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Confirmed the West Shores Dial-a-Ride service participation in the Consolidated Paratransit Services Competitive Bid Process.
2. Directed staff to negotiate a contract extension #7 with ARC-Imperial Valley for the operation of the West Shores Dial-A-Ride for the period effective July 1, 2014 through September 30, 2014.
3. Directed staff to return with a West Shores Dial-A-Ride contract extension #7 for Commission approval.

A motion was made by Kelley and seconded by Gran, Motion Carried unanimously.

C. Resolution authorizing Imperial County Transportation Commission (ICTC) to Provide Local Match Funds for an Active Transportation Program Grant

ICTC Management Committee met on May 14, 2014 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Authorized the Chairman to sign the resolution authorizing Imperial County Transportation Commission (ICTC) to use Transit Development Act (TDA) funds in an amount not to exceed 11.47% of the total project cost.

A motion was made by Terrazas and seconded by Sanders, Motion Carried unanimously.

IX. NEXT MEETING DATE AND PLACE

A. The next meeting of the Imperial County Transportation Commission will be held on Wednesday, June 25, 2014 at 6:00 p.m., at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.

X. ADJOURNMENT

A Motion was made to adjourn by Gran, seconded by Nava, Motion Carried. Meeting adjourned at 7:29 p.m.
IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
DRAFT MINUTES OF June 11, 2014
10:30 a.m.

VOTING MEMBERS PRESENT:

City of Brawley Rosanna Bayon Moore (Vice Chair)
City of Calipatria Rom Medina
City of El Centro Ruben Duran
City of Holtville Alex Meyerhoff (Chair)
City of Imperial Marlene Best
City of Westmorland Henry Graham
County of Imperial Joe Picazo for Ralph Cordova

STAFF PRESENT: Mark Baza, Cristi Lerma, Michelle Bastidas, David Salgado

OTHERS PRESENT: Tomas Oliva, SCAG; Sam Amen: Caltrans, Krista Daly: IV Press; Grace Connor, City of El Centro

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, June 11, 2014 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Meyerhoff called the Committee meeting to order at 10:39 a.m. Roll call was taken. Introductions were made.

II. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

A. There were none.

IV. CONSENT ITEMS

A motion was made by Bayon Moore seconded by Duran to approve consent items 4A through 4E, Motion carried unanimously.

A. Approved ICTC Management Committee Minutes for May 14, 2014
B. Received and filed:
   1. ICTC Board Draft minutes for May 28, 2014
   2. ICTC SSTAC Draft Minutes for May 7, 2014
   3. ICTC TAC Minutes for May 22, 2014
C. Specific Transit Operator Fiscal Reports FY 2012-13 for Imperial Valley Transit and IVT Access

It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:
ICTC MANAGEMENT COMMITTEE MINUTES

JUNE 11, 2014

1. Receive and file the Specific Transit Operator Fiscal Reports FY 2012-13; IMPERIAL VALLEY TRANSIT and IVT ACCESS for the Imperial County Transportation Commission for FY 2012-13

D. Specific Transit Operator Fiscal Reports FY 2012-13 for Med Express and West Shores Dial-A-Ride

It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Receive and file the Specific Transit Operator Fiscal Reports FY 2012-13; Med Express and West Shores Dial-A-Ride for the Imperial County Transportation Commission for FY 2012-13


It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize the Executive Director to submit the FHWA DBE Program documents for FY 2014-15 to Caltrans District 11.

V. REPORTS

A. ICTC Executive Director

Mr. Baza and staff had the following updates:

- Imperial – Mexicali Binational Alliance: The next meeting is scheduled for June 19, 2014 at 10:00 a.m. at the CDEM offices, Paseo del Valle No. 444-A, Fraccionamiento Jardines del Valle, Mexicali, B.C.
- Consolidated Paratransit (Dial-A-Ride) Requests for Proposal (IVT Ride): Following the recent actions of the participating agencies and the Commission, a new RFP will be released in Mid-June 2014.
- Calexico Intermodal Transportation Center: The feasibility study’s scope of work will also include: stakeholder meetings, public workshops, stakeholder surveys, site selection analysis, and financial and operational feasibility reports. See attached fact sheet. On April 29th the consultant conducted a second steering committee meeting to review the project location alternatives and findings to date. Preliminary study findings will be presented to the Calexico City Council on June 17, 2014.
- California / Baja California Pedestrian and Bicycle Transportation Access Study: The Study will focus on the California-Baja California border region, specifically its six Ports of Entry (POEs). On February 26, 2014, the Commission approved the selection of KOA and Associates. The project kick-off was conducted on April 8, 2014 at ICTC. The consultant has released an e-audit tool that will be used to collect data of necessary infrastructure improvements needed at the border. Focus Group meetings will conducted on June 24th in Imperial County at ICTC and June 25th in San Diego County at SANDAG offices. The Focus Group meetings are intended for City/County, Border Security, Transit/Transportation agencies and community organizations from both California and Baja California.
- IVT Bus Stop Safety and Design Standards Guidelines Project: The final product will benefit ICTC, the cities and County in the implementation of future bus stop and terminal capital improvements throughout the region. This project is the second phase of the multi-year Four Phase Bus Stop Improvement Program. The final draft is being completed for review and approval in the month of June 2014.
- Transportation Development Act (TDA-State Funds) Triennial Performance Audit Project: A kick off meeting was conducted on December 10, 2014 at ICTC offices. Requests for information have been emailed to member agency staff. The audit is a State mandated requirement every three years for all TDA funds received in Imperial County. Audit staff made site visits the week of April 28, 29 and 30th, and will conclude site visits the week of June 9, 2014.

- Active Transportation Program (ATP) Call for Projects. A total of 9 applications were submitted in the region: 2 applications from Imperial County, 1 from El Centro, 2 from Calexico, 1 from Imperial, 1 from Holtville, 1 from Westmorland and 1 from ICTC. A total of 764 applications were submitted Statewide and 227 applications were submitted from the SCAG region.

- A full Executive Director Report is on Page 67 of the agenda.

B. Caltrans Department of Transportation – District 11

- Mr. Amen had the following project updates:
  - SR-186 Sidewalk/Landscape Project at Andrade:
    Construction started in March, 2014
    Complete Construction, October 2014
  - Dogwood Project:
    Bid Open, June 26, 2014
    Award, August 2014
    Start Construction, October 2014
    Complete Construction, June 2016
  - Signal Project at SR-86/Center Street (City of Westmorland):
    Advertise, July 2014
    Award, August 2014
    Start Construction, September 2014
    Complete Construction, November 2014
  - El Centro Maintenance Station:
    Contract Approved April 30, 2014
  - SR-111 Rest Area Project:
    Caltrans started Project Initiation Document (PID) for the SR-111 rest area. The environmental process will consider the option of closing the rest area after performing a benefit/cost analysis for keeping the facility open. Caltrans will coordinate with the County and City of Calipatria during the process. PID to be complete in Fall 2014.
  - I-8/Imperial Avenue Interchange:
    Caltrans has received funding to move forward on reconstructing this interchange. The $39 million project is funded through the State’s Transportation Improvement Program. Design will begin in summer 2014, followed by right of way, with a two year construction phase possible in 2017.
  - SR-7 Continuous Reinforced Concrete Pavement (CRCP) Project:
    From the Calexico East Port of Entry to SR-98
    Design Completed, May 2014
    HQ Advertise, August 2014
    HQ Award, October 2014
    Construction Contract Acceptance, March 2016
  - I-8 CRCP Pavement Project:
    Three projects on I-8 at various locations to replace concrete pavement with long-life pavement. Traffic will be detoured as necessary to complete work.
    Project Initiation Document Approved, May 29, 2014
    Design Complete, April 2015
    HQ Advertisement, September 2015
    HQ Award, October 2015
Construction Begins, Late 2015
  o SR-111 Pavement Rehabilitation Project:
    Caltrans recently completed work on a pavement rehabilitation project on SR-
    111 in the area from Niland to north of Bombay Beach. An additional project
    will begin shortly which will extend to the Imperial/Riverside County line.
  o Brawley Bypass Landscape Mitigation Project:
    HQ Advertisement, July 2014
    HQ Award, September 2014
    Contract Acceptance, December 2018
  o Dogwood Landscape Project:
    Design Complete, December 2015
    HQ Advertise, April 2016
    HQ Award, June 2016
    Contract Acceptance, June 2018

- Mr. Amen provided a handout with Caltrans Local Assistance Updates.

C. Southern California Association of Governments (SCAG)
  - There were no updates.

D. Committee Member Reports
  - Ms. Best stated the Imperial City Council did approve the Consolidated Paratransit
    request 3-2.
  - A ribbon cutting and re-opening of N Street in Imperial will take place on June 19, 2014
    at 8 a.m.
  - The City of Imperial is in the process of obtaining the document for the new property site
    of the Imperial Transfer Park.
  - Ms. Best stated that the jet crash in Imperial did not impact any major roads. The City is
    working with insurance companies and the military to assist the 3 homes that were
    affected by the crash.
  - Mr. Meyerhoff stated that the Holtville City Council approved the 4th phase of the Alamo
    River Project. Construction will be beginning in July 2014 and be completed by
    Christmas. Also, the City of Holtville was approved for an Environmental Justice Grant
    and would like to have staff from ICTC and Caltrans to sit on their advisory board.

VI. ACTION CALENDAR

A. Imperial County Transportation Commission (ICTC) Bus Stop Memorandum of
   Understanding (MOU) – FY 2013-14

   It was requested that the ICTC Management Committee forward this item to the ICTC
   Commission for their review and approval after public comment, if any:

   1. Circulate the Imperial County Transportation Commission (ICTC) Draft Bus Stop
      Memorandum of Understanding (MOU) – FY 2013-14 to member agencies for
      comment with recommendations to be received back to ICTC by September 30, 2014.

   A motion was made by Bayon Moore seconded by Best, Motion carried unanimously

B. Imperial County Transportation Commission (ICTC) Bus Stop Safety and Design Standards
   Guidelines Project – FY 2013-14

   This item was pulled from the agenda until July.
C. Memorandum of Understanding (MOU) between the Imperial County Transportation Commission (ICTC) Southern California Association of Governments (SCAG) for a Safe Routes to School Regional Plan

It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the Memorandum of Understanding between Imperial County Transportation Commission and Southern California Association of Governments for the Safe Routes to School Regional Master plan.

A motion was made by Picazo seconded by Bayon Moore, **Motion carried unanimously.**

D. Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015

Review and input, was requested from the ICTC Management Committee for the Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015.

A motion was made by Tekata seconded by Duran to approve and presented, **Motion carried unanimously.**

E. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Fiscal Year 2012-2016, Modification #6

It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the modification #6 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective July 1, 2014 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

   a. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $2,599,451.
   b. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $2,689,438.

A motion was made by Best seconded by Bayon Moore, **Motion carried unanimously.**

F. Imperial Valley Transit (IVT) Website Development and Hosting Agreement, Conveyor Group FY 2014-15 (ivtransit.com)

It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the Imperial Valley Transit website consultant agreement with the firm of **Conveyor Group**, for the not to exceed fee of $30,995.00 effective July 1, 2014 through June 30, 2015.

A motion was made by Bayon Moore seconded by Duran, **Motion carried unanimously.**

G. Fifth Amendment to the Med-express Operating Agreement, ARC- Imperial Valley FY 2014-15
It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign an amendment document to the operating agreement with ARC-Imperial Valley for the continued operation of the Med-express for the period effective July 1, 2014 through June 30, 2015, with an annual not to exceed operating subsidy ($179,967) with 6% marketing funding ($13,500), maintenance escalator ($7,500) and fuel escalator.

A motion was made by Bayon Moore seconded by Tekata, Motion carried unanimously.

H. Amendment 7 to the West Shores Dial-A-Ride Operating Agreement, ARC-Imperial Valley, FY 2014-15

It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign an amendment document to the operating agreement with ARC-Imperial Valley for the continued operation of the West Shores Dial-A-Ride for the period effective July 1, 2014 through November 30, 2014, with a not to exceed operating subsidy ($28,111), a farebox ratio of 5%, maintenance escalator ($2,500), fuel escalator ($2,500) and a marketing subsidy ($900).

A motion was made by Bayon Moore seconded by Best, Motion carried unanimously.


It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the STIP/RTIP Consultant Agreement with the firm of COH and Associates for the not to exceed fee of $40,000.00 effective July 1, 2014 through June 30, 2016.

A motion was made by Bayon Moore seconded by Picazo, Motion carried unanimously.

VII. NEXT MEETING DATE AND PLACE

The next meeting of the Management Committee will be held on July 11, 2014 at the City of Brawley, Brawley CA.

VIII. ADJOURNMENT

A. Meeting adjourned at 11:48 a.m.
1. The meeting was called to order by Chair Wells at 10:05 a.m. A quorum was present. Introductions were made.

2. A motion was made to adopt the minutes for March 27, 2014 and April 15, 2014 (special meeting). (Fenley/Hamby) Motion Carried.

3. ICTC Updates / Announcements
   a. Transit Updates
      Mr. Salgado had the following updates:
      - The Consolidated Paratransit (Dial-A-Ride) – IVT Ride is going to the
Commission to reject all the bids. A new scope of work will be released as after the City of Imperial Board meeting.

b. Pedestrian & Bicycle Transportation Access Study
   - Ms. Mendoza stated that this project is moving forward with more information coming soon. The goal of the study will be to analyze all 6 Ports of Entry and identify pedestrian and bicycle projects at each location.

c. Calexico Intermodal Transportation Center Study
   - A site selection was completed. The top 3 sites are as follows:
     1. The old Rite Aid
     2. The long stretch east of POE
     3. A combo of the historic port site and Calexico Transit site in combination with a pedestrian plaza.

d. Other Updates:
   - There were none.

4. Active Transportation Program (ATP) Update:

Ms. Mendoza stated that a total of 9 applications were submitted in the region: 2 applications from Imperial County, 1 from El Centro, 2 from Calexico, 1 from Imperial, 1 from Holtville, 1 from Westmorland and 1 from ICTC.

5. Cities and County Planning / Public Works Updates:

   - Ms. Arellano stated that the storm water drainage annual report is due to the regional board on July 1, 2014. She inquired if any other agencies were interested in a regional contract to utilize the same consultant. Each agency would still need to have a individual report, however sharing one consultant may assist everyone with their regional efforts. Because many agencies have extended contracts, Ms. Arellano suggested the group discusses it next year.
   - Ms. Arellano mentioned she received a telephone call from a contractor asking if cities were going to follow the Caltrans super pave technique. Mr. Campos stated that they need more information and would be open to a presentation.

6. ICTC Bus Stop Safety and Design Standards Guidelines

   - Phil Kern and Manual Oncina gave a presentation on the ICTC Bus Stop Safety and Design Standards Guidelines. The draft Guidelines are available and are taking comments until Friday, May 23, 2014.

7. SCAG Updates / Announcements

   - Mr. Oliva had the following announcements:
     - SCAG submitted a letter of support regarding the F35 strike fighter effort. SCAG also submitted a letter of support for the Department of Transportation’s Tentative Order to terminate the Essential Air Service (EAS) program in El Centro.
     - A consultant was selected for the Aerial Imagery Project. The timeline is currently on schedule and a fly over is expected in August or September.
     - El Centro, Brawley and ICTC received a SCAG Sustainability Awards for their transit stations. Mr. Oliva asked all to think about future projects to be nominated.
     - Mayor Walker (El Centro) is currently the 1st Vice Chair of SCAG and will be the President next year. She will continue to bring attention to our County.
8. Caltrans Updates / Announcements (by Luis Medina)

- The Obligation Plan was reviewed with cities/county.
- Anna M. Alonso, Construction Oversight Engineer for Caltrans’ HQ Division of Local Assistance, Office of Policy Development and Quality Assurance. As part of the continuing effort to assist local public agencies with contract administration compliance on federal-aid projects, project reviews are scheduled for the following projects:
  - May 28, 2014 at 8:30AM; City of Imperial- CMSTPL-5134(017) obligated on 08/21/13. Traffic Flow Improvements at the Intersection of Aten Road and Dogwood Road.
  - May 28, 2014 at 1 PM; City of Calexico -STPL-5168(027); Road rehabilitation of Cole Road from SR-111 to M.L. King Ave.
  - May 27, 2014 at 1 PM; City of Brawley- STPL-5167 (034) Road rehabilitation of A Street between Western Ave. and Imperial Ave.
- Scott McHenry, FHWA Area Engineer for District 11, has selected a City of Imperial project CML-5134 (016) as part of this year's Compliance Assessment Program (CAP).
- As part of the safety focus area of the Every Day Counts (EDC) initiative, the Federal Highway Administration (FHWA) is promoting High Friction Surface Treatments (HFST). This EDC Exchange will present information on HFST and how the technology can help you improve safety for all users of curves, intersections, ramps, and bridges in your jurisdictions. Please join FHWA, Caltrans, and the California Local Technical Assistance Program Center for a presentation on High Friction Surface Treatments via a live webinar on June 26, 2014 from 11:00 AM to 1:00 PM in person in District 11 at Garcia Room.
- Make sure your agency QAP’s are not expired. 9b and 9c forms are due by June 1, 2014.

9. General Discussion / New Business

- Ms. Leon stated that the Imperial County APCD has an idling project at the border. Beginning this weekend, individuals will be surveying white cars at both Ports of Entry (northbound only), with surveying to continue in the summer and again in December. A Technical Advisory Committee has been set up with agencies from both Mexicali and Imperial County.
- Mr. Campos stated that there will be construction on Dogwood Rd southbound, with closure beginning at Ross Rd. to I-8 for the next couple of weeks. The Gas Company will be rerouting the gas line.

10. Meeting adjourned at 11:45 a.m.

- The next meeting will be replaced with the Caltrans / ICTC External meeting held on April, 24, 2014 at 9:30 a.m. at the IID Water Control Conference Room.
<table>
<thead>
<tr>
<th>Present</th>
<th>Voting Attendees:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Griselda Martinez (Vice-Chair)</td>
<td>Work Training Center</td>
</tr>
<tr>
<td></td>
<td>Michael L. Hack</td>
<td>Consumer</td>
</tr>
<tr>
<td></td>
<td>Erica Martinez</td>
<td>ARC – Imperial Valley</td>
</tr>
<tr>
<td></td>
<td>Ted Ceasar</td>
<td>Imperial Valley College</td>
</tr>
<tr>
<td></td>
<td>Michelle Soto</td>
<td>Imperial County CCS</td>
</tr>
<tr>
<td></td>
<td>Sherry Leon</td>
<td>Area Agency on Aging</td>
</tr>
<tr>
<td></td>
<td>Rosyo Ramirez</td>
<td>Imperial Public Authority / IHSS</td>
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<tr>
<td></td>
<td>Michelle Standiford</td>
<td>Imperial County Behavioral Health</td>
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<tr>
<td></td>
<td>Kathi Williams</td>
<td>CTSA – ICTC</td>
</tr>
<tr>
<td></td>
<td>David Salgado</td>
<td>CTSA – ICTC</td>
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<table>
<thead>
<tr>
<th>Non-Voting Attendees:</th>
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<tbody>
<tr>
<td>Cristi Lerma</td>
<td>ICTC</td>
</tr>
<tr>
<td>Charles Brockwell</td>
<td>IVT/IVT Access/Calexico Dial-A-Ride</td>
</tr>
<tr>
<td>Cesar Sanchez</td>
<td>IVT/IVT Access/Calexico Dial-A-Ride</td>
</tr>
<tr>
<td>Narcisa Montemayor</td>
<td>IVT/IVT Access/Calexico Dial-A-Ride</td>
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<tr>
<td>David Robinson</td>
<td>YCIPTA – YCAT</td>
</tr>
<tr>
<td>Kitty Gay</td>
<td>Imperial County Public Health</td>
</tr>
<tr>
<td>Tomás Oliva</td>
<td>SCAG</td>
</tr>
</tbody>
</table>

1. Vice-Chair Martinez called the meeting to order at 10:07 a.m. A quorum was present. Introductions were made.

2. Minutes adopted for April 2, 2014 with a correction on item 5, change ICV to IVC. (Leon/Cesar) Motion Carried.

3. CTSA Reports
   - Mr. Salgado and Ms. Williams had the following announcements:
     - Ms. Williams announced that Mr. Bob Clark, a veteran of SSTAC and the community, had passed away recently.
     - The Consolidated Paratransit (Dial-A-Ride) process is underway. The cities of Brawley and Calexico have committed to the consolidation of services. The City of El Centro has declined participation.
     - Staff is preparing the FY 2014/15 Budget and it seems that all available revenues will fully fund existing projects.
     - The transfer terminals in El Centro and Brawley are operational. Currently, a study is being conducted to identify a transit terminal in the City of Calexico and the City of Imperial is currently looking for a location for its terminal as well.
     - The TDA Triennial Performance Audit is underway. The audit team has visited ICTC, IVT and ARC. The purpose of the audit is to review rules and regulations of TDA funds.
- Mr. Salgado stated that he appreciates everyone’s participation with the ADA Paratransit Service Certification project. The next public outreach meetings are scheduled for June 3rd (at 3 p.m.) and 4th (before SSTAC). The purpose of this study is to evaluate the application process for the ADA Paratransit service.
- The Coordinated Plan project is also ongoing. A survey was distributed via email and your feedback would be greatly appreciated.
- The Bus Stop Design Guidelines Handbook responses to the draft are due later in May.
- Staff is currently working on the FTA 5311 capital grant for bus stop improvements in Brawley. It will be a multi-year project and we are currently in phase 1.
- Staff will be submitting an Active Transportation Program (ATP) grant, which is to improve bus stop and shelters in Heber.
- The El Centro Transit Center will have Wi-Fi installed soon.

4. Transit Operator Reports
- Brawley Dial-a-Ride: No update.
- Calexico Dial-a-Ride: Service is doing well, staying busy. Alegria is requesting additional service. Currently about 50 people attending daily.
- El Centro Dial-a-Ride: Service is busy and doing well.
- Imperial Dial-a-Ride: Service is busy and doing well.
- Imperial Valley Transit: Mr. Sanchez had the following update
  - Sundays were implemented on January 5, 2014
    - There were 979 passengers in the month of January.
    - There were 1380 passengers in the month of February, which is a 40% increase from January.
    - There were 1959 passengers in the month of March, which is a 14% increase from February.
    - There were 1446 passengers in the month of April.
  - 35 Minute Headways
    - This added service began in October 2013. April 2013 there were 29,279 passengers; April 2014 there were 35,966 passengers, which is a 23% increase from 2013.
  - IVC Express additional routes were implemented in August 2013
    - Buses are full in the morning and in the afternoon. There are an average of 36 passengers in the morning per trip and an average of 43 passengers in the afternoon per trip.
  - Saturday additional service began in August 2013.
    - 922 passengers in April 2013 compared to 1,066 passengers in April 2014, which is a 15% increase.
  - IVT Gold Line:
    - Implemented on December 18, 2013
    - An average of 50 passengers per day for January, an average 38 passengers per day in February, 36 in March and 35 in April.
- IVT Access: Updates were given by Ms. Montemayor
  - For the month of April on time performance was 97%
  - Passenger per revenue hour: 2.5
  - No Shows: 29
  - Late Cancellations: 150
  - Wheelchairs: 1,724
  - Passenger Count: Weekday: 2,882, Saturday: 101, Sunday: 42 totals for the month of April..
- Med-Express: Service is well and is busy.
- West Shores Dial-a-Ride: Service is doing well.
- YCAT Turquoise Line: Mr. Robinson gave an update on the Turquoise Route 10 for February and March. For the month of February there were 174 passengers. For the month of March there were 222 passengers. Currently, the year-to-date is 1,776, with the goal at 2,500.

5. General Discussion
- Ms. Leon stated that the Area Agency on Aging will be offering an Elder Abuse Conference on March 4th. The registration fee is $25.00.
- Ms. Williams reminded everyone of the training and education that is available for all passengers using fixed transit.
- Mr. Salgado stated that he gave a presentation of transit services to the Public Administrator.
- Ms. Gay suggested that transit cards that cost a fixed fee be issued as an option to transit riders, possibly on a monthly basis.

6. Adjournment
- The next meeting of the SSTAC will be on June 4, 2014 at 10:00 a.m.
- Meeting adjourned at 11:28 a.m.
IV. APPROVAL OF CONSENT CALENDAR

C. SPECIFIC TRANSIT OPERATOR FISCAL REPORTS FY 2012-13 FOR IMPERIAL VALLEY TRANSIT AND IVT ACCESS
June 20, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave., Suite 1
El Centro, CA 92243

SUBJECT: Specific Transit Operator Fiscal Reports FY 2012-13 for Imperial Valley Transit and IVT Access

Dear Commission Members:

The Commission must conduct fiscal reviews of its transit operators on an annual basis. The two services are performed under a contract with FIRST TRANSIT, Inc.

Attached, please find the financial reports performed by the CPA firm, Hutchinson and Bloodgood:

- Imperial Valley Transit
- IVT Access

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Receive and file the Specific Transit Operator Fiscal Reports FY 2012-13; IMPERIAL VALLEY TRANSIT and IVT ACCESS for the Imperial County Transportation Commission for FY 2012-13

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cl

Attachments

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
Imperial County Transportation Commission

& First Transit, INC.

Imperial Valley Transit Service Report

For the Year Ended June 30, 2013
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<td>Exhibit A – Internal Controls over Cash Handling Procedures</td>
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<td>Exhibit B – Statement of Fixed Rate, Farebox Revenue and Net Subsidy – El Centro Shuttle – Blue Line</td>
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<tr>
<td>Exhibit C – Statement of Fixed Rate, Farebox Revenue and Net Subsidy – El Centro Shuttle- Green Line</td>
<td>8</td>
</tr>
<tr>
<td>Exhibit D – Statement of Fixed Rate, Farebox Revenue and Net Subsidy – El Centro Shuttle- Combined</td>
<td>9</td>
</tr>
<tr>
<td>Exhibit E – Statement of Fixed Rate, Farebox Revenue and Net Subsidy – Imperial Valley Transit</td>
<td>10</td>
</tr>
<tr>
<td>Exhibit F – Statement of Fixed Rate, Farebox Revenue and Net Subsidy – All Services Combined</td>
<td>11</td>
</tr>
</tbody>
</table>
INDEPENDENT ACCOUNTANTS' REPORT

Imperial County Transportation Commission
1405 N. Imperial Avenue Suite 1
El Centro, California

We have performed the procedures enumerated below, which were agreed to by the Imperial County Transportation Commission's Management, solely to assist the specified party in evaluating the specific First Transit, Inc. transit services contract items for the year ended June 30, 2013. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those specified parties in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

1. We reviewed the transit service contract, including contract modifications, between the Imperial County Transportation Commission and First Transit, Inc. for the provisions of specific transit services to be provided.

2. We reviewed documents provided by the Imperial County Transportation Commission and First Transit, Inc. to verify that expenditure and fare amounts reported to the Imperial County Transportation Commission Administration for the specific transit services were presented fairly and accurately. We found that First Transit, Inc. is in compliance with the contract terms and reporting properly as agreed per contract(s). See Exhibits B through F as references for this review.

3. We reviewed on a test basis fuel expenditures reported for all specific transit services provided and noted if these expenditures were in accordance to the fuel related terms included in the service contract. We found that First Transit, Inc. is in compliance with the contract terms and these expenditures are within budget and reported accordingly.

4. We reviewed First Transit’s internal controls over cash handling procedures and tested their fare collection process and related activities. We found that the internal controls set by First Transit, Inc. are adequate based on established guidelines. See Exhibit A as reference for this review.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.
This report is intended solely for the information and use of the management, the Imperial County Transportation Commission, the County of Imperial Board of Supervisors and is not intended to be and should not be used by anyone other than these specified parties.

Hutchinson and Bloodgood LLP

April 15, 2014
ACCOUNTANTS’ COMMENTS

PURPOSE

The purpose of this engagement pertaining to the service contract between the Imperial County Transportation Commission (ICTC) and First Transit, Inc. was to provide an independent assessment of compliance with certain contract requirements during the period July 1, 2012 through June 30, 2013 and to assess the adequacy of First Transit Inc.’s internal controls over cash handling and reporting procedures.

FARE REVENUES

The service contract for each of the services provided by First Transit, Inc. states that the farebox ratio of fare revenue divided by operating costs shall be maintained at or above seventeen percent (17.0%) for the Imperial Valley Transit service line and four percent (4.0%) for the El Centro Shuttle (Blue and Green Line).

For the El Centro Shuttle (Blue and Green Line) the actual farebox recovery ratio was over three percent (3.3%); ($20,252 fare revenue divided by $620,169 operating costs). See Exhibit D.

For the Imperial Valley Transit service line the actual farebox recovery ratio was over nineteen percent (19.6%); ($486,122 fare revenue divided by $2,482,570 adjusted operating costs). See Exhibit E.

The letter from the California Department of Transportation dated March 4, 2010 states that the suggested blended farebox recovery ratio calculation for the transit services above was approved and the blended farebox recovery ratio was set at fourteen and a half percent (14.5%).

For fiscal year ended June 30, 2013 the actual blended farebox ratio for all transit services combined was of over sixteen percent (16.3%); ($506,374 fare revenue divided by $3,102,739 adjusted operating costs). See Exhibit F.

ICTC SUBSIDY

The contract 2nd modification, dated February 27, 2013, states that the compensation for the Imperial Valley Transit Line for the period of July 1, 2012 through June 30, 2013 is identified as $2,737,061 less the farebox of 17% for a net subsidy not to exceed $2,271,761, with a marketing budget of $136,716. Actual costs for the year reported to ICTC were $2,145,259 in operational expense, $46,293 in additional fuel expenses, and $54,771 in marketing expenses for a combined total of $2,246,323. See Exhibit E.

For the El Centro Shuttle service line, which includes the Blue and Green Lines, the compensation is identified as $630,080 less the farebox of 4.0% for a net subsidy not to exceed $604,877, with a marketing budget of $31,504. Actual costs for the year reported to ICTC were $596,271 in operational expense, $1,519 in additional fuel expenses, and $2,127 in marketing expenses for a combined total of $599,917. See Exhibit D.
IMPERIAL COUNTY TRANSPORTATION COMMISSION  
AND  
FIRST TRANSIT, INC.  
IMPERIAL VALLEY TRANSIT SERVICE PROGRAM  
INTERNAL CONTROLS OVER CASH HANDLING PROCEDURES  
FOR YEAR ENDED JUNE 30, 2013

OBJECTIVE

Review established internal control procedures over cash handling and perform a walkthrough observation of the fare collection cycle and related processes.

PROCEDURES

Reviewed First Transit, Inc. established guidelines over cash handling. Interviewed management and staff associated with the fare collection cycle. Observed cash count of total fares contained in farebox and confirmed amount collected with amount counted and amount reported.

OBSERVATIONS

It was noted that empty fareboxes are placed inside the transit vehicle under dual custody. Also, at the end of the day, each full farebox is removed, also under dual custody, and locked inside a vault. All cash fares are counted the following day by two staff members in a locked room. Once cash is counted it is placed in sealed deposit bags and kept under key until ready to be deposited at the bank.

During the performance of this review it was noted that transit operator’s report logs do not contain a column on which they could keep track of any overages or shortages in fares received. It was noted that it is common for passengers not to have the correct change and overpay but transit operators have no way of keeping track of this on their report logs. It is recommended to modify these reports with a section for any fare overages or shortages noted by transit operator. This would have an impact on reducing variances noted in the Farebox Accounting Report prepared by First Transit, Inc. It is noted that actual fares and not projected fares are those fares reported to the ICTC as fares received.

CONCLUSION

We found that the internal controls set by First Transit, Inc. are adequate based on established guidelines and that actual fares received are properly reported to the ICTC.
# Exhibit B

**Imperial County Transportation Commission**  
**And**  
**First Transit, Inc.**  
**Imperial Valley Transit Service Program**  
**Statement of Fixed Rate, Farebox Revenue and Net Subsidy**  
**July 1, 2012 Through June 30, 2013**

## El Centro Shuttle - Blue Line Service

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$26,573</td>
<td>$1,241</td>
<td>$25,332</td>
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<tr>
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<td>886</td>
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<td>1,570</td>
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<td>695</td>
<td>27,473</td>
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<td>580</td>
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<td>22,925</td>
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<td>March, 2013</td>
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<td>496</td>
<td>24,087</td>
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<td>-</td>
<td>24,229</td>
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<tr>
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<td>25,375</td>
<td>721</td>
<td>24,654</td>
<td>-</td>
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<tr>
<td>June, 2013</td>
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<td>537</td>
<td>23,254</td>
<td>32</td>
<td>-</td>
<td>23,286</td>
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<tr>
<td><strong>Total</strong></td>
<td>$308,204</td>
<td>$11,631</td>
<td>$296,573</td>
<td>$770</td>
<td>$1,553</td>
<td>$298,896</td>
</tr>
</tbody>
</table>

**Contract Specifications**  
**Paragraph 8.1.2**  
**For Base Cost and Base Subsidy**  
$315,040 $12,602 $302,438

**Over (Under) Contract Requirements**  
$6,836 $971 $5,865

**Farebox Ratio Actual**  
3.7%

**Farebox Ratio Contract**  
4.0%
# IMPERIAL COUNTY TRANSPORTATION COMMISSION

AND

FIRST TRANSIT, INC.

IMPERIAL VALLEY TRANSIT SERVICE PROGRAM

STATEMENT OF FIXED RATE, FAREBOX REVENUE AND NET SUBSIDY

JULY 1, 2012 THROUGH JUNE 30, 2013

## El Centro Shuttle-Green Line Service

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
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<td>$524</td>
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<td>-</td>
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<td>April, 2013</td>
<td>25,375</td>
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<td>-</td>
<td>24,731</td>
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<td>25,375</td>
<td>659</td>
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<td>-</td>
<td>24,716</td>
</tr>
<tr>
<td>June, 2013</td>
<td>23,793</td>
<td>650</td>
<td>23,143</td>
<td>32</td>
<td>-</td>
<td>23,175</td>
</tr>
</tbody>
</table>

Total $308,319 $8,621 $299,698 $749 $574 $301,021

## Contract Specifications

Paragraph 8.1.2
For Base Cost and Base Subsidy $315,040 $12,602 $302,438

Over (Under) Contract Requirements $ (6,721) $ (3,981) $ (2,740)

- Farebox Ratio Actual 2.8%
- Farebox Ratio Contract 4.0%
### Imperial County Transportation Commission

**And**

**First Transit, Inc.**

**Imperial Valley Transit Service Program**

**Statement of Fixed Rate, Farebox Revenue and Net Subsidy**

**July 1, 2012 Through June 30, 2013**

---

**El Centro Shuttle (Blue and Green Line) Services**

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$53,179</td>
<td>$1,765</td>
<td>$51,414</td>
<td>$ -</td>
<td>$ -</td>
<td>$51,414</td>
</tr>
<tr>
<td>August, 2012</td>
<td>$56,328</td>
<td>$1,614</td>
<td>$54,714</td>
<td>118</td>
<td>606</td>
<td>$55,438</td>
</tr>
<tr>
<td>September, 2012</td>
<td>$50,006</td>
<td>$2,549</td>
<td>$47,457</td>
<td>246</td>
<td>-</td>
<td>$47,703</td>
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<tr>
<td>October, 2012</td>
<td>$56,349</td>
<td>$1,556</td>
<td>$54,793</td>
<td>575</td>
<td>-</td>
<td>$55,368</td>
</tr>
<tr>
<td>November, 2012</td>
<td>$51,614</td>
<td>$1,452</td>
<td>$50,162</td>
<td>-</td>
<td>226</td>
<td>$50,388</td>
</tr>
<tr>
<td>December, 2012</td>
<td>$51,603</td>
<td>$2,123</td>
<td>$49,480</td>
<td>-</td>
<td>85</td>
<td>$49,565</td>
</tr>
<tr>
<td>January, 2013</td>
<td>$53,191</td>
<td>$1,835</td>
<td>$51,356</td>
<td>-</td>
<td>-</td>
<td>$51,356</td>
</tr>
<tr>
<td>February, 2013</td>
<td>$46,002</td>
<td>$1,225</td>
<td>$44,777</td>
<td>156</td>
<td>728</td>
<td>$45,661</td>
</tr>
<tr>
<td>March, 2013</td>
<td>$49,169</td>
<td>$1,146</td>
<td>$48,023</td>
<td>280</td>
<td>-</td>
<td>$48,303</td>
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<tr>
<td>April, 2013</td>
<td>$50,748</td>
<td>$2,420</td>
<td>$48,328</td>
<td>80</td>
<td>482</td>
<td>$48,890</td>
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<tr>
<td>May, 2013</td>
<td>$50,750</td>
<td>$1,380</td>
<td>$49,370</td>
<td>-</td>
<td>-</td>
<td>$49,370</td>
</tr>
<tr>
<td>June, 2013</td>
<td>$47,584</td>
<td>$1,187</td>
<td>$46,397</td>
<td>64</td>
<td>-</td>
<td>$46,461</td>
</tr>
</tbody>
</table>

**Total**

|           | $616,523 | $20,252 | $596,271 | $1,519 | $2,127 | $599,917 |

**Contract Specifications**

**Paragraph 8.1.2**

For Base Cost and Base Subsidy

|           | $630,080 | $25,203 | $604,877 |

**Over (Under) Contract Requirements**

|           | $(13,557) | $(4,951) | $(8,606) |

**Farebox Ratio Actual** 3.3%

**Farebox Ratio Contract** 4.0%
### IMPERIAL COUNTY TRANSPORTATION COMMISSION
AND
FIRST TRANSIT, INC.
IMPERIAL VALLEY TRANSIT SERVICE PROGRAM
STATEMENT OF FIXED RATE, FAREBOX REVENUE AND NET SUBSIDY
JULY 1, 2012 THROUGH JUNE 30, 2013

### Imperial Valley Transit - Countywide Service Line

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$203,653</td>
<td>$29,879</td>
<td>$173,774</td>
<td>$1,238</td>
<td>$1,681</td>
<td>$176,693</td>
</tr>
<tr>
<td>August, 2012</td>
<td>222,680</td>
<td>40,557</td>
<td>182,123</td>
<td>6,550</td>
<td>7,171</td>
<td>195,844</td>
</tr>
<tr>
<td>September, 2012</td>
<td>213,140</td>
<td>44,465</td>
<td>168,675</td>
<td>7,412</td>
<td>840</td>
<td>176,927</td>
</tr>
<tr>
<td>October, 2012</td>
<td>236,590</td>
<td>49,612</td>
<td>186,978</td>
<td>7,149</td>
<td></td>
<td>194,127</td>
</tr>
<tr>
<td>November, 2012</td>
<td>215,694</td>
<td>41,351</td>
<td>174,343</td>
<td>3,831</td>
<td>11,702</td>
<td>189,876</td>
</tr>
<tr>
<td>December, 2012</td>
<td>207,265</td>
<td>32,232</td>
<td>175,033</td>
<td>2,229</td>
<td>15,440</td>
<td>192,702</td>
</tr>
<tr>
<td>January, 2013</td>
<td>216,559</td>
<td>43,073</td>
<td>173,486</td>
<td>3,616</td>
<td></td>
<td>177,102</td>
</tr>
<tr>
<td>February, 2013</td>
<td>214,013</td>
<td>39,131</td>
<td>174,882</td>
<td>5,133</td>
<td>8,294</td>
<td>188,309</td>
</tr>
<tr>
<td>March, 2013</td>
<td>228,989</td>
<td>45,237</td>
<td>183,752</td>
<td>3,838</td>
<td>81</td>
<td>187,671</td>
</tr>
<tr>
<td>April, 2013</td>
<td>227,972</td>
<td>48,924</td>
<td>179,048</td>
<td>1,995</td>
<td>2,906</td>
<td>183,949</td>
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<tr>
<td>May, 2013</td>
<td>226,539</td>
<td>37,208</td>
<td>189,331</td>
<td>1,277</td>
<td></td>
<td>190,608</td>
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<tr>
<td>June, 2013</td>
<td>218,287</td>
<td>34,453</td>
<td>183,834</td>
<td>2,025</td>
<td>6,656</td>
<td>192,515</td>
</tr>
</tbody>
</table>

Total: $2,631,381 | $486,122 | $2,145,259 | $46,293 | $54,771 | $2,246,323

**Contract Specifications**

**Paragraph 8.1.1.2**
For Base Cost and Base Subsidy

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$2,737,061</td>
<td>$465,300</td>
<td>$2,271,761</td>
</tr>
</tbody>
</table>

**Over (Under) Contract Requirements**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$(105,680)</td>
<td>$20,822</td>
<td>$(126,502)</td>
</tr>
</tbody>
</table>

**Operating Costs**: $2,732,445

**Depreciation**: (249,875)

**Adjusted Operating Costs**: $2,482,570

**Farebox Ratio Actual**: 19.6%

**Farebox Ratio Contract**: 17.0%
### IMPERIAL COUNTY TRANSPORTATION COMMISSION AND FIRST TRANSIT, INC.

**IMPERIAL VALLEY TRANSIT SERVICE PROGRAM**

**STATEMENT OF FIXED RATE, FAREBOX REVENUE AND NET SUBSIDY**

**JULY 1, 2012 THROUGH JUNE 30, 2013**

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$ 256,832</td>
<td>$ 31,644</td>
<td>$ 225,188</td>
<td>$ 1,238</td>
<td>$ 1,681</td>
<td>$ 228,107</td>
</tr>
<tr>
<td>August, 2012</td>
<td>279,008</td>
<td>42,171</td>
<td>236,837</td>
<td>6,668</td>
<td>7,777</td>
<td>251,282</td>
</tr>
<tr>
<td>September, 2012</td>
<td>263,146</td>
<td>47,014</td>
<td>216,132</td>
<td>7,658</td>
<td>840</td>
<td>224,630</td>
</tr>
<tr>
<td>October, 2012</td>
<td>292,939</td>
<td>51,168</td>
<td>241,771</td>
<td>7,724</td>
<td>-</td>
<td>249,495</td>
</tr>
<tr>
<td>November, 2012</td>
<td>267,308</td>
<td>42,803</td>
<td>224,505</td>
<td>3,831</td>
<td>11,928</td>
<td>240,264</td>
</tr>
<tr>
<td>December, 2012</td>
<td>258,868</td>
<td>34,355</td>
<td>224,513</td>
<td>2,229</td>
<td>15,525</td>
<td>242,267</td>
</tr>
<tr>
<td>January, 2013</td>
<td>269,750</td>
<td>44,908</td>
<td>224,842</td>
<td>3,616</td>
<td>-</td>
<td>228,458</td>
</tr>
<tr>
<td>February, 2013</td>
<td>260,015</td>
<td>40,356</td>
<td>219,659</td>
<td>5,289</td>
<td>9,022</td>
<td>233,970</td>
</tr>
<tr>
<td>March, 2013</td>
<td>278,158</td>
<td>46,383</td>
<td>231,775</td>
<td>4,118</td>
<td>81</td>
<td>235,974</td>
</tr>
<tr>
<td>April, 2013</td>
<td>278,720</td>
<td>51,344</td>
<td>227,376</td>
<td>2,075</td>
<td>3,388</td>
<td>232,839</td>
</tr>
<tr>
<td>May, 2013</td>
<td>277,289</td>
<td>38,588</td>
<td>238,701</td>
<td>1,277</td>
<td>-</td>
<td>239,978</td>
</tr>
<tr>
<td>June, 2013</td>
<td>265,871</td>
<td>35,640</td>
<td>230,231</td>
<td>2,089</td>
<td>6,656</td>
<td>238,976</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 3,247,904</strong></td>
<td>$ 506,374</td>
<td><strong>$ 2,741,530</strong></td>
<td><strong>$ 47,812</strong></td>
<td><strong>$ 56,898</strong></td>
<td><strong>$ 2,846,240</strong></td>
</tr>
</tbody>
</table>

**Contract Specifications**

Paragraphs 8.1.1 and 8.1.2 For Base Cost and Base Subsidy

$ 3,367,141   $ 488,235   $ 2,878,906

**Over (Under) Contract Requirements**

$ (119,237)   $ 18,139   $ (137,376)

**Operating Costs**

$ 3,352,614

**Depreciation**

(249,875)

**Adjusted Operating Costs**

$ 3,102,739

**Farebox Ratio Actual**

16.3%

**Farebox Ratio Contract**

14.5%
Imperial County Transportation Commission
& First Transit, INC.

IVT-ACCESS Paratransit Service Program

For the Year Ended June 30, 2013
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Accountants' Report</td>
<td>3 - 4</td>
</tr>
<tr>
<td>Accountants' Comments</td>
<td>5</td>
</tr>
<tr>
<td>Supplemental Information</td>
<td></td>
</tr>
<tr>
<td>Exhibit A – Internal Controls over Cash Handling</td>
<td></td>
</tr>
<tr>
<td>Procedures</td>
<td>6</td>
</tr>
<tr>
<td>Exhibit B – Statement of Fixed Rate, Farebox</td>
<td></td>
</tr>
<tr>
<td>Revenue and Net Subsidy</td>
<td>7</td>
</tr>
</tbody>
</table>

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INDEPENDENT ACCOUNTANTS' REPORT

Imperial County Transportation Commission
1405 N. Imperial Avenue Suite 1
El Centro, California

We have performed the procedures enumerated below, which were agreed to by the Imperial County Transportation Commission’s Management, solely to assist the specified party in evaluating the specific First Transit, Inc. IVT-ACCESS paratransit service contract items for the year ended June 30, 2013. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those specified parties in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

1. We reviewed the transit service contract, including contract modifications, between the Imperial County Transportation Commission and First Transit, Inc. for the provisions of specific transit services to be provided.

2. We reviewed documents provided by the Imperial County Transportation Commission and First Transit, Inc. to verify that expenditure and fare amounts reported to the Imperial County Transportation Commission Administration for the specific transit services were presented fairly and accurately. We found that First Transit, Inc. is in compliance with the contract terms and reporting properly as agreed per contract(s). See Exhibit B as a reference for this review.

3. We reviewed on a test basis fuel expenditures reported for all specific transit services provided and noted if these expenditures were in accordance to the fuel related terms included in the service contract. We found that First Transit, Inc. is in compliance with the contract terms and these expenditures are within budget and reported accordingly.

4. We reviewed First Transit’s internal controls over cash handling procedures and tested their fare collection process and related activities. We found that the internal controls set by First Transit, Inc. are adequate based on established guidelines. See Exhibit A as a reference for this review.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.
This report is intended solely for the information and use of the management, the Imperial County Transportation Commission, the County of Imperial Board of Supervisors and is not intended to be and should not be used by anyone other than these specified parties.

Hutchinson and Bloodgood LLP

April 15, 2014
ACCOUNTANTS’ COMMENTS

PURPOSE

The purpose of this engagement pertaining to the service contract between the Imperial County Transportation Commission (ICTC) and First Transit, Inc. was to provide an independent assessment of compliance with certain contract requirements during the period July 1, 2012 through June 30, 2013 and to assess the adequacy of First Transit Inc.’s internal controls over cash handling and reporting procedures.

FARE REVENUES

The service contract for the IVT-ACCESS Paratransit service provided by First Transit, Inc., states that the farebox recovery ratio of fare revenue divided by operating costs shall be maintained at or above 7.8 percent (7.8%).

For the fiscal year ended June 30, 2013 the actual farebox recovery ratio for the IVT-ACCESS Paratransit service was over four percent (4.5%); ($49,183 fare revenue divided by $1,088,192 operating costs, adjusted for depreciation). See Exhibit B.

The farebox recovery ratio was not met for this year.

ICTC SUBSIDY

The contract, dated May 25, 2011, states that the compensation for the IVT-ACCESS Paratransit service for the period of July 1, 2012 through June 30, 2013 is identified as $1,315,943 less the farebox of 7.8% for a net subsidy not to exceed $1,213,300 with a marketing budget of $65,797.

Actual costs for the year reported to ICTC were $1,171,615 in operational expense, $11,865 in additional fuel expenses, and $5,191 in marketing expenses for a combined total of $1,188,671. See Exhibit B.
Imperial County Transportation Commission

And

First Transit, Inc.

IVT-Access Paratransit Service Program

Internal Controls over Cash Handling Procedures

For Year the Ended June 30, 2013

Objective

Review established internal control procedures over cash handling and perform a walkthrough observation of the fare collection cycle and related processes.

Procedures

Reviewed First Transit, Inc. established guidelines over cash handling. Interviewed management and staff associated with the fare collection cycle. Observed cash count of total fares contained in farebox and confirmed amount collected with amount counted and amount reported.

Observations

It was noted that empty fareboxes are placed inside the transit vehicle under dual custody. Also, at the end of the day, each full farebox is removed, also under dual custody, and locked inside a vault. All cash fares are counted the following day by two staff members in a locked room. Once cash is counted it is placed in sealed deposit bags and kept under key until ready to be deposited at the bank.

During the performance of this review it was noted that transit operator’s report logs do not contain a column on which they could keep track of any overages or shortages in fares received. It was noted that it is common for passengers not to have the correct change and overpay but transit operators have no way of keeping track of this on their report logs. It is recommended to modify these reports with a section for any fare overages or shortages noted by transit operator. This would have an impact on reducing variances noted in the Farebox Accounting Report prepared by First Transit, Inc. It is noted that actual fares and not projected fares are those fares reported to the ICTC as fares received.

Conclusion

We found that the internal controls set by First Transit, Inc. are adequate based on established guidelines and that actual fares received are properly reported to the ICTC.
### IVT-ACCESS Service Line

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$95,211</td>
<td>$4,184</td>
<td>$91,027</td>
<td>$-</td>
<td>$-</td>
<td>$91,027</td>
</tr>
<tr>
<td>August, 2012</td>
<td>100,752</td>
<td>4,716</td>
<td>96,036</td>
<td>1,940</td>
<td>-</td>
<td>97,976</td>
</tr>
<tr>
<td>September, 2012</td>
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<td>80,181</td>
<td>1,905</td>
<td>-</td>
<td>82,086</td>
</tr>
<tr>
<td>October, 2012</td>
<td>96,021</td>
<td>5,022</td>
<td>90,999</td>
<td>1,613</td>
<td>-</td>
<td>92,612</td>
</tr>
<tr>
<td>November, 2012</td>
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<td>3,929</td>
<td>83,272</td>
<td>997</td>
<td>-</td>
<td>84,269</td>
</tr>
<tr>
<td>December, 2012</td>
<td>79,496</td>
<td>3,210</td>
<td>76,286</td>
<td>601</td>
<td>3,681</td>
<td>80,568</td>
</tr>
<tr>
<td>January, 2013</td>
<td>101,524</td>
<td>3,867</td>
<td>97,657</td>
<td>973</td>
<td>1,234</td>
<td>99,864</td>
</tr>
<tr>
<td>February, 2013</td>
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<td>3,942</td>
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<td>1,575</td>
<td>-</td>
<td>99,427</td>
</tr>
<tr>
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<td>4,348</td>
<td>103,748</td>
<td>967</td>
<td>276</td>
<td>104,991</td>
</tr>
<tr>
<td>April, 2013</td>
<td>110,281</td>
<td>4,219</td>
<td>106,062</td>
<td>471</td>
<td>-</td>
<td>106,533</td>
</tr>
<tr>
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<td>106,510</td>
<td>4,163</td>
<td>102,347</td>
<td>322</td>
<td>-</td>
<td>102,669</td>
</tr>
<tr>
<td>June, 2013</td>
<td>100,908</td>
<td>3,943</td>
<td>96,965</td>
<td>501</td>
<td>-</td>
<td>97,466</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,171,615</td>
<td>$49,183</td>
<td>$1,122,432</td>
<td>$11,865</td>
<td>$5,191</td>
<td>$1,139,488</td>
</tr>
</tbody>
</table>

**Contract Specifications**
- Paragraph 8.1.2
- For Base Cost and Base Subsidy: $1,315,943, $102,643, $1,213,300

**Over (Under) Contract Requirements**
- $1,188,671
- $100,479
- Adjusted Operating Costs: $1,088,192

**Farebox Ratio**
- Actual: 4.5%
- Contract: 7.8%
D. SPECIFIC TRANSIT OPERATOR FISCAL REPORTS FY 2012-13 FOR MED-EXPRESS AND WEST SHORES DIAL-A-RIDE
June 20, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave., Suite 1
El Centro, CA 92243

SUBJECT: Specific Transit Operator Fiscal Reports FY 2012-13 for Med Express and West Shores Dial-A-Ride

Dear Commission Members:

The Commission must conduct fiscal reviews of its transit operators on an annual basis. The two services are performed under a contract with ARC-Imperial Valley.

Attached, please find the financial reports performed by the CPA firm, Hutchinson and Bloodgood:

- Med Express – non emergency transportation to San Diego area medical facilities
- West Shores Dial-A-Ride – demand response transit service in the West Shores communities

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Receive and file the Specific Transit Operator Fiscal Reports FY 2012-13; Med Express and West Shores Dial-A-Ride for the Imperial County Transportation Commission for FY 2012-13

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cl

Attachments

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
Imperial County Transportation Commission &
ARC-Imperial Valley

Med-Express Transit Service Report
For The Year Ended June 30, 2013
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</tbody>
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INDEPENDENT ACCOUNTANTS’ REPORT

Imperial County Transportation Commission
1405 N. Imperial Avenue Suite 1
El Centro, California

We have performed the procedures enumerated below, which were agreed to by the Imperial County Transportation Commission’s Management, solely to assist the specified party in evaluating the specific ARC-IV Med-Express items for the year ended June 30, 2013 identified by the service contract. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those specified parties in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

1. We reviewed the transit service contract, including contract modifications, between the Imperial County Transportation Commission and ARC-Imperial Valley for the provisions of specific transit services to be provided.

2. We reviewed documents provided by the Imperial County Transportation Commission and ARC-Imperial Valley to verify that expenditure and fare amounts reported to the Imperial County Transportation Commission Administration for the specific transit services were presented fairly and accurately. We found that ARC-Imperial Valley is in compliance with the contract terms and reporting properly as agreed per contract(s). See Exhibit A as a reference for this review.

3. We reviewed on a test basis fuel expenditures reported for all specific transit services provided and noted if these expenditures were in accordance to the fuel related terms included in the service contract. We found that ARC-Imperial Valley is in compliance with the contract terms and these expenditures are within budget and reported accordingly.

4. We reviewed ARC-Imperial Valley’s internal controls over cash handling procedures and tested their fare collection process and related activities. We found that the internal controls set by ARC-Imperial Valley are adequate based on established guidelines. See Exhibit B as a reference for this review.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.
This report is intended solely for the information and use of the management, the Imperial County Transportation Commission, the County of Imperial Board of Supervisors and is not intended to be and should not be used by anyone other than these specified parties.

Hutchinson and Bloodgood LLP

April 15, 2014
ACCOUNTANTS' COMMENTS

PURPOSE

The purpose of this engagement pertaining to the service contract between the Imperial County Transportation Commission (ICTC) and ARC - Imperial Valley Med Express was to provide an independent assessment of compliance with certain contract requirements during the period July 1, 2012 through June 30, 2013 and to assess the adequacy of ARC - Imperial Valley's internal controls over cash handling and reporting procedures.

FARE REVENUES

The contract states that the fare box ratio of fare revenue divided by operating costs shall be maintained at or above twenty percent (20%). The actual fare revenue was over sixteen percent (16.72%); ($31,638 fare revenue divided by $189,180 operating costs). During the course of this engagement it was noted that fares increased by five percent while expenditures increased by nearly seven percent in comparison to prior year's activity.

ICTC SUBSIDY

The contract states that the subsidy shall not exceed the amount of $167,802 for the fiscal year ending June 30, 2013, which includes an additional subsidy in the amount of $6,065 for marketing costs. The maximum payments shall not exceed $13,478 per month of the service year. According to the contract, the Imperial County Transportation Commission (ICTC) will pay an additional amount, not to exceed $7,500 per year, for excessive wear and tear and mechanical repairs that exceed the line item budget amount. The ICTC will also pay an additional amount, if needed, at the end of the fiscal year to offset increased fuel costs of no more than $5,000. The total subsidy paid by the ICTC for July 1, 2012 through June 30, 2013, was $167,554.

EXPENDITURES

The budgeted expenditures for July 1, 2012 through June 30, 2013, were $208,239. The actual expenditures for this period were $199,192. This is a favorable variance of $9,047 (See Exhibit A). The following expenditures exceed the budgeted amount:

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget</th>
<th>Actual</th>
<th>Under/(Over) Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$77,743</td>
<td>$84,605</td>
<td>$(6,862)</td>
</tr>
<tr>
<td>Office Expense</td>
<td>1,540</td>
<td>1,816</td>
<td>(276)</td>
</tr>
<tr>
<td>Telephone</td>
<td>226</td>
<td>349</td>
<td>(123)</td>
</tr>
<tr>
<td>Other Repair/Maintenance</td>
<td>1,230</td>
<td>1,246</td>
<td>(16)</td>
</tr>
<tr>
<td>Payroll taxes</td>
<td>6,305</td>
<td>6,349</td>
<td>(44)</td>
</tr>
<tr>
<td>Administration</td>
<td>11,343</td>
<td>13,516</td>
<td>(2,173)</td>
</tr>
<tr>
<td>Marketing</td>
<td>6,065</td>
<td>6,293</td>
<td>(228)</td>
</tr>
</tbody>
</table>

However, as long as total expenditures are within the total budget per service contract, there is no language that specifically disallows costs that are over the line item budgeted amount.
## IMPERIAL COUNTY TRANSPORTATION COMMISSION
### AND
### ARC – IMPERIAL VALLEY
### MED-EXPRESS TRANSIT SERVICE CONTRACT
### COMPARATIVE STATEMENT OF BUDGET TO ACTUAL EXPENDITURES
### FOR THE YEAR ENDED JUNE 30, 2013

### EXHIBIT A

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget</th>
<th>Actual</th>
<th>Under/Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$77,743</td>
<td>$84,605</td>
<td>$(6,862)</td>
</tr>
<tr>
<td>Supplies</td>
<td>1,229</td>
<td>829</td>
<td>400</td>
</tr>
<tr>
<td>Office Expense</td>
<td>1,540</td>
<td>1,816</td>
<td>$(276)</td>
</tr>
<tr>
<td>Safety/Training</td>
<td>473</td>
<td>106</td>
<td>367</td>
</tr>
<tr>
<td>Laundry/Uniforms</td>
<td>1,923</td>
<td>1,699</td>
<td>224</td>
</tr>
<tr>
<td>Telephone</td>
<td>226</td>
<td>349</td>
<td>$(123)</td>
</tr>
<tr>
<td>Utilities</td>
<td>830</td>
<td>582</td>
<td>248</td>
</tr>
<tr>
<td>Vehicle Repair/Maintenance</td>
<td>26,813</td>
<td>22,788</td>
<td>4,025</td>
</tr>
<tr>
<td>Vehicle Fuel</td>
<td>37,041</td>
<td>36,499</td>
<td>542</td>
</tr>
<tr>
<td>Other Repair/Maintenance</td>
<td>1,230</td>
<td>1,246</td>
<td>$(16)</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>6,305</td>
<td>6,349</td>
<td>$(44)</td>
</tr>
<tr>
<td>Tax &amp; License Fees</td>
<td>358</td>
<td>302</td>
<td>56</td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td>7,863</td>
<td>846</td>
<td>7,017</td>
</tr>
<tr>
<td>Workers’ Comp. Insurance</td>
<td>4,203</td>
<td>2,385</td>
<td>1,818</td>
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<tr>
<td>Liability Insurance</td>
<td>4,281</td>
<td>3,639</td>
<td>642</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>80</td>
<td>46</td>
<td>34</td>
</tr>
<tr>
<td>Building Interest</td>
<td>726</td>
<td>604</td>
<td>122</td>
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<tr>
<td>Employee Benefits</td>
<td>11,772</td>
<td>10,974</td>
<td>798</td>
</tr>
<tr>
<td>Administration</td>
<td>11,343</td>
<td>13,516</td>
<td>$(2,173)</td>
</tr>
<tr>
<td>Depreciation</td>
<td>6,195</td>
<td>3,719</td>
<td>2,476</td>
</tr>
<tr>
<td>Marketing</td>
<td>6,065</td>
<td>6,293</td>
<td>$(228)</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$208,239</td>
<td>199,192</td>
<td>$(9,047)</td>
</tr>
</tbody>
</table>

Fares Collected                      | 31,638  |
Net Expenditures Eligible for Subsidy| $167,554|
Amount Paid Per Contract             | $167,554|
OBJECTIVE

Review established internal control procedures over cash handling and perform a walkthrough observation of the fare collection cycle and related processes.

PROCEDURES

Reviewed ARC-Imperial Valley’s established guidelines over cash handling. Interviewed management and staff associated with the fare collection cycle. Observed cash count of total fares for a day of activity and confirmed amount collected with amount counted and amount reported.

OBSERVATIONS

During the performance of this walkthrough it was noted that staff associated with the fare collection cycle were in compliance with established procedures. Dual custody procedures were noted throughout all levels of the fare collection cycle.

No cash or percentage variances were noted during our observation of the fare collection process.

CONCLUSION

We found that the internal controls procedures over cash handling set by ARC-Imperial Valley are adequate based on established guidelines and that actual fares received are properly reported to the ICTC.
Imperial County Transportation Commission &
ARC-Imperial Valley

West Shores Dial-A-Ride Transit Service Report
For The Year Ended June 30, 2013
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Exhibit B - Internal Controls over Cash Handling Procedures 7
INDEPENDENT ACCOUNTANTS’ REPORT

Imperial County Transportation Commission
1405 N. Imperial Avenue Suite 1
El Centro, California

We have performed the procedures enumerated below, which were agreed to by the Imperial County Transportation Commission’s Management, solely to assist the specified party in evaluating the specific ARC-IV West Shores Dial-A-Ride items for the year ended June 30, 2013 identified by the service contract. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those specified parties in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

1. We reviewed the transit service contract, including contract modifications, between the Imperial County Transportation Commission and ARC-Imperial Valley for the provisions of specific transit services to be provided.

2. We reviewed documents provided by the Imperial County Transportation Commission and ARC-Imperial Valley to verify that expenditure and fare amounts reported to the Imperial County Transportation Commission Administration for the specific transit services were presented fairly and accurately. We found that ARC-Imperial Valley is in compliance with the contract terms and reporting properly as agreed per contract(s). See Exhibit A as a reference for this review.

3. We reviewed on a test basis fuel expenditures reported for all specific transit services provided and noted if these expenditures were in accordance to the fuel related terms included in the service contract. We found that ARC-Imperial Valley is in compliance with the contract terms and these expenditures are within budget and reported accordingly.

4. We reviewed ARC-Imperial Valley’s internal controls over cash handling procedures and tested their fare collection process and related activities. We found that the internal controls set by ARC-Imperial Valley are adequate based on established guidelines. See Exhibit B as a reference for this review.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.
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Hutchinson and Bloodgood LLP

April 15, 2014
ACCOUNTANTS' COMMENTS

PURPOSE

The purpose of this engagement pertaining to the service contract between the Imperial County Transportation Commission (ICTC) and ARC – Imperial Valley West Shores Dial-A-Ride was to provide an independent assessment of compliance with certain contract requirements during the period July 1, 2012 through June 30, 2013 and to assess the adequacy of ARC – Imperial Valley’s internal controls over cash handling and reporting procedures.

FARE REVENUES

The contract states that the fare box ratio of fare revenue divided by operating costs shall be maintained at or above five percent (5%). The actual fare revenue was above six percent (6.94%); ($4,290 fare revenue divided by $61,816 operating costs). During the course of this engagement it was noted that fares increased by over twenty-six percent while expenditures increased by five percent in comparison to prior year’s activity.

ICTC SUBSIDY

The contract states that the subsidy shall not exceed the amount of $68,236 for the fiscal year ending June 30, 2013, which includes an additional subsidy in the amount of $2,089 for marketing costs. The maximum payments shall not exceed $5,512 per month of the service year. According to the contract, the Imperial County Transportation Commission (ICTC) will pay an additional amount, not to exceed $3,500 per year, for excessive wear and tear and mechanical repairs that exceed the line item budget amount. The ICTC will also pay an additional amount, if needed, at the end of the fiscal year to offset increased fuel costs of no more than $5,000. The total subsidy paid by the ICTC for July 1, 2012 through June 30, 2013, was $60,510.

EXPENDITURES

The budgeted expenditures for July 1, 2012 through June 30, 2013, were $71,719. The actual expenditures for this period were $64,800. This is a favorable variance of $6,919 (See Exhibit A). The following expenditures exceeded the budgeted amount:

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget</th>
<th>Actual</th>
<th>Under/(Over) Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies</td>
<td>$239</td>
<td>$291</td>
<td>$ (52)</td>
</tr>
<tr>
<td>Office Expense</td>
<td>227</td>
<td>584</td>
<td>(357)</td>
</tr>
<tr>
<td>Laundry/Uniforms</td>
<td>548</td>
<td>595</td>
<td>(47)</td>
</tr>
<tr>
<td>Vehicle Fuel</td>
<td>12,529</td>
<td>13,541</td>
<td>(1,012)</td>
</tr>
<tr>
<td>Administration</td>
<td>4,230</td>
<td>4,690</td>
<td>(460)</td>
</tr>
</tbody>
</table>

However, as long as total expenditures are within the total budget per service contract, there is no language that specifically disallows costs that are over the line item budgeted amount.
<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget</th>
<th>Actual</th>
<th>Under/(Over) Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$25,934</td>
<td>$25,083</td>
<td>$851</td>
</tr>
<tr>
<td>Supplies</td>
<td>239</td>
<td>291</td>
<td>(52)</td>
</tr>
<tr>
<td>Office Expense</td>
<td>227</td>
<td>584</td>
<td>(357)</td>
</tr>
<tr>
<td>Safety/Training</td>
<td>296</td>
<td>37</td>
<td>259</td>
</tr>
<tr>
<td>Laundry/Uniforms</td>
<td>548</td>
<td>595</td>
<td>(47)</td>
</tr>
<tr>
<td>Telephone</td>
<td>1,509</td>
<td>990</td>
<td>519</td>
</tr>
<tr>
<td>Utilities</td>
<td>222</td>
<td>204</td>
<td>18</td>
</tr>
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<td>Vehicle Repair/Maintenance</td>
<td>6,890</td>
<td>6,545</td>
<td>345</td>
</tr>
<tr>
<td>Vehicle Fuel</td>
<td>12,529</td>
<td>13,541</td>
<td>(1,012)</td>
</tr>
<tr>
<td>Other Repair/Maintenance</td>
<td>764</td>
<td>707</td>
<td>57</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>2,006</td>
<td>1,896</td>
<td>110</td>
</tr>
<tr>
<td>Tax &amp; License Fees</td>
<td>177</td>
<td>56</td>
<td>121</td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td>2,060</td>
<td>126</td>
<td>1,934</td>
</tr>
<tr>
<td>Workers’ Comp. Insurance</td>
<td>843</td>
<td>706</td>
<td>137</td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>2,593</td>
<td>1,679</td>
<td>914</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>80</td>
<td>16</td>
<td>64</td>
</tr>
<tr>
<td>Building Interest</td>
<td>253</td>
<td>210</td>
<td>43</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>4,369</td>
<td>3,860</td>
<td>509</td>
</tr>
<tr>
<td>Administration</td>
<td>4,230</td>
<td>4,690</td>
<td>(460)</td>
</tr>
<tr>
<td>Depreciation</td>
<td>3,861</td>
<td>2,609</td>
<td>1,252</td>
</tr>
<tr>
<td>Marketing</td>
<td>2,089</td>
<td>375</td>
<td>1,714</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$71,719</td>
<td>64,800</td>
<td>$6,919</td>
</tr>
</tbody>
</table>

Fares Collected                     |          | 4,290    |          |

Net Expenditures Eligible for Subsidy | $60,510  |          |

Amount Paid Per Contract            |          | $60,510  |
OBJECTIVE

Review established internal control procedures over cash handling and perform a walkthrough observation of the fare collection cycle and related processes.

PROCEDURES

Reviewed ARC-Imperial Valley's established guidelines over cash handling. Interviewed management and staff associated with the fare collection cycle. Observed cash count of total fares for a day of activity and confirmed amount collected with amount counted and amount reported.

OBSERVATIONS

During the performance of this walkthrough it was noted that staff associated with the fare collection cycle were in compliance with established procedures. Dual custody procedures were noted throughout all levels of the fare collection cycle.

No cash or percentage variances were noted during our observation of the fare collection process.

CONCLUSION

We found that the internal controls procedures over cash handling set by ARC-Imperial Valley are adequate based on established guidelines and that actual fares received are properly reported to the ITC.
E. FEDERAL HIGHWAY ADMINISTRATION (FHWA) DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION FOR FY 2014-15 FOR FEDERAL HIGHWAY FUNDS
June 20, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243


Dear Commission Members:

As a recipient of Federal Highway Administration (FHWA) funds, ICTC is required to adopt and implement a Disadvantaged Business Enterprise (DBE) program to provide opportunities to underprivileged firms in the award and administration of contracts utilizing FHWA funds. As part of this program, the ICTC must adopt an annual DBE documents to Caltrans District 11 office.

FHWA DBE submittal includes 3 forms provided from the Caltrans Local Assistance Procedures Manual. The forms are: Exhibit 9-B Local Agency DBE Annual Submittal Form, Exhibit 9-C Local Agency ADA Annual Certification Form, and ICTC DBE Program Organizational Chart. Please refer to the attached documents.

At this time, ICTC does not have any FHWA funded projects programmed for FY 2014/15, however, if ICTC would need to carry out an FHWA project during the fiscal year the DBE Program documents would be required.

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Executive Director to submit the FHWA DBE Program documents for FY 2014-15 to Caltrans District 11.

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/vm/cl

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
INTERIM EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 11
District Local Assistance Engineer

The information for exhibit 9-B presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The Imperial County Transportation Commission (ICTC), submits our annual 9-B information for the Federal Fiscal Year 14/15, beginning on October 1 and ending on September 30.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Virginia Mendoza – Regional Transportation Planner
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243
Ph: (760) 592-4494
E-mail: virginiamendoza@imperialctc.org

Planned Race Neutral Measures

For the upcoming federal fiscal year the Imperial County Transportation Commission plans to implement several race neutral measures. ICTC plans to arrange solicitations, times for presentations of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses participation; provide technical assistance and those services which may include hosting workshops in collaboration with Caltrans to facilitate greater DBE participation locally, this includes carrying out information and communication programs and contracting procedures and specific contract opportunities. ICTC will provide services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, in hopes of achieving self-sufficiency. Please refer to Attachment C, ICTC Race Neutral Measures to be implemented in FFY 14/15.

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

ICTC complies with Federal regulation (49 CFR 26.29) by using Method number 2 as shown in Attachment A.
Prompt Pay Enforcement Mechanism

49 CFR, Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency’s prior written approval. **Attachment B describes the monitoring and enforcement mechanism the ICTC will use to enforce prompt payment to all subcontractors, including DBE’s.**

Progress Payments. The risk associated with use of progress payments is that ICTC may make payment for contract work that has not been completed. ICTC should only use progress payments if the following conditions are met, as applicable:

a. Progress payments are only made to the contractor for costs incurred in the performance of the contract.

b. ICTC obtains adequate security for the progress payments and has sufficient written documentation to substantiate the work for which payment is requested. Adequate security may include title or obtaining a letter of credit or taking equivalent measures to protect the recipient’s financial interest in the progress payment.

c. ICTC obtains sufficient documentation to demonstrate completion of the amount of work for which progress payments are made.

___________________________             _______________
(Signature )                                    Date

Mark Baza  ICTC – CEO                        760-562-4494
(Print Name and Title)                        Phone Number
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

___________________________             _______________
(Signature of Caltrans District Local Assistance Engineer [DLAE])              Date

Distribution: (1) Original - DLAE
(2) Signed copy by the DLAE – Local Agency
Attachment A

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

☐ Method 1: No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☒ Method 2: No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ Method 3: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
Attachment B

Imperial County Transportation Commission
Prompt Payment Enforcement Mechanism

Monitoring

M.1. ICTC will include in the Project Specifications of each project, the Exhibit 9-B letter, Attachment A, Attachment B, and Attachment C.

M.2. ICTC will require the prime contractor or subcontractor to provide documentation verifying that payment was made within the required time period to any subcontractor, not later than 10 days after receipt of each progress payment, unless otherwise agreed to in writing, but not more than 30 days as provided in 49 CFR 26.29, the respective amounts allowed the contractor’s interest therein.

Enforcement Provisions

E.1. ICTC will not issue subsequent progress payments until documentation has been submitted verifying that subcontractors have been paid.

E.2. A prime contractor or subcontractor that fails to comply with Monitoring Provision M.2., shall be subject to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made as required under this subdivision [CA Business and Professions Code Section 7108.5(b)].

E.3. If there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the dispute amount [CA Business and Professions Code Section 7108.5(c)].

E.4. A violation of this section shall constitute a cause for disciplinary action [CA Business and Professions Code Section 7108.5(d)].

E.5. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney’s fees and costs [CA Business and Professions Code Section 7108.5(e)].

E.6. The sanctions authorized under this section shall be separated from, and in addition to, all other remedies, either civil, administrative, or criminal [CA Business and Professions Code Section 7108.5(f)].
Attachment C

ICTC will meet its Race Neutral portion of the Statewide Annual DBE Goal by using the following race neutral means of facilitating DBE Participation:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, and requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces.

2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs and other small businesses obtain bonding and financing).

3. Providing technical assistance and other services.

4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBE’s and other small businesses on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors, provision of information in languages other than English, where appropriate).

5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses.

6. Providing services to help DBEs and other small businesses, improve long-term development, increase opportunities to participate in various types of work, handle increasingly significant projects, and achieve eventual self-sufficiency.

7. Establishing a program to assist new start-up firms, particularly in fields in which DBE participation has historically been low.

8. Ensuring distribution of the DBE directory through print and electronic means to the widest feasible universe of potential prime contractors.

9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.
Imperial County Transportation Commission
Organizational Chart

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
EXHIBIT 9-C LOCAL AGENCY ADA ANNUAL CERTIFICATION FORM

Local Agency ADA Annual Certification Form  
49 CFR, Part 27: Nondiscrimination of the  
Basis of Disability in  
Programs or Activities  
Receiving Federal Financial Assistance.

Local Agency:  Imperial County Transportation Commission (ICTC)  
Program Year:  FFY 14/15  
Date Certification submitted:  6/06/14  
I. Name of ADA Coordinator:  David Salgado  
Telephone Number:  (760) 592-4494  
E-mail Address:  davidsalgado@imperialctc.org  
II. ADA Complaint Procedure Adopted:  
Yes:  X  Date of Adoption:  May 2011  
No:  ___ Planned Date of Adoption:  ________________  
Final Completion Date:  ________________  
III. Self-evaluation completed:  ICTC does not own or operate any streets and/or public facilities; therefore, a self-evaluation is not necessary.  
Yes:  ___ Date of Completion:  ________________  
No:  X (N/A) Planned Date of Completion:  ________________  
Final Completion Date:  ________________  
System established for periodically reviewing and updating the evaluation:  ___________  
IV. Transition Plan completed:  ICTC does not own or operate any streets and/or public facilities; therefore, a Transition Plan is not necessary.  
Yes:  ___ Date of Completion:  ________________
Date of Implementation:

No: X (N/A)  Planned Date of Completion:

Final Completion Date:

V. Policies, procedures, and criteria for implementing ADA compliance improvements in maintenance and capitol improvement programs have been reviewed and the required revisions have been made:

Yes: X  No: __________

VI. Division of State Architect (DSA) Checklists are used to verify compliance of design packages, standard plans and field inspections to ensure compliance with both State and federal accessibility standards:

Yes: ________  No: X (N/A)

DSA web site: http://www.dsa.dgs.ca.gov/Access/ud_accessmanual.htm

Reminder: State of California Government Code Section 4454 requires Division of State Architect (DSA) review and approval of the plans and specifications for local agency pedestrian projects using State funds.

VII. Standard Plans are reviewed and updated on an ongoing basis for full ADA and California Accessibility compliance:

Yes: ________  No: X (N/A)

The Imperial County Transportation Commission does not implement or create capitol projects. As a CTC we manage a transit system and facilitate other administrative duties which are not functions relative to Section VII.
IV. APPROVAL OF CONSENT CALENDAR

F. FEDERAL TRANSIT ADMINISTRATION (FTA) TITLE VI PROGRAM FOR FEDERAL TRANSIT FUNDS
June 20, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Federal Transit Administration (FTA) Title VI Program for Federal Transit funds

Dear Commission Members:

As a recipient of Federal Transit Administration (FTA) dollars, the ICTC is required to adopt and implement a plan that complies with Title VI of the Civil Rights Act of 1964 as amended. It requires that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity which is federally funded. Prohibited practices include but are not limited to:

- Denying a person any service or benefit because of race, color, or national origin.
- Providing a different service or benefit, or providing services or benefits in a different manner.
- Locating facilities in any way that would limit or impede access to a federally funded service or benefit.

ICTC staff had previously developed a general program statement and bilingual complaint forms. However, recent changes to the regulations require a single plan document that incorporates multiple items including the policy statement, a bilingual public notice, the procedures for filing a complaint and the complaint forms. The process also requires a review of the demographics and languages spoken in the region, and accommodations for public participation through interpreters and the use of bilingual documentation.

ICTC has utilized interpreters and had bilingual website and printed materials available, as well as, had requirements for bilingual staffing for its transit operators for many years. The significant change to the regulation for ICTC is that it required the components to be located in a single reference document called the "Title VI Plan". This facilitates its usefulness and availability for staff, as well as, members of the general public.

ICTC Staff forwards this item to the Commission for review and approval after public comment, if any:

1. Approve the Imperial County Transportation Commission Title VI Plan.

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/ksw/cl

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
TITLE VI PROGRAM
June 2014
Introduction

This document was prepared by ICTC and approved by the Commission in order to comply with Title VI of the Civil Rights Act of 1964, including new provisions detailed in U.S. Department of Transportation’s FTA circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.”

As a recipient of funds administered by the U.S. Department of Transportation, it is the policy of the Imperial County Transportation Commission to effectuate Title VI of the Civil Rights Act of 1964 as amended. It requires that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity which is federally funded. Prohibited practices include but are not limited to:

- Denying a person any service or benefit because of race, color, or national origin.
- Providing a different service or benefit, or providing services or benefits in a different manner.
- Locating facilities in any way that would limit or impede access to a federally funded service or benefit.

The Environmental Justice component of Title VI guarantees fair treatment for people of all races, cultures, and incomes regarding the development of environmental justice laws, regulations and policies. Under Title VI, ICTC must:

- Ensure involvement of low-income and minority groups in the decision making process (public involvement)
- Safeguard low-income and minority groups against disproportionately high and adverse human health or environmental impacts of its programs, policies and activities
- Ensure low income and minority groups receive their fair share of benefits

The Executive Director is responsible for initiating and monitoring Title VI activities, preparing required reports and ensuring that the Commission adheres to other compliance responsibilities as required by applicable regulations. ICTC’s Title VI Plan provides the direction and program structure for ensuring the Commission’s compliance with Title VI. Functional responsibility rests with ICTC staff and each and every transit provider under contract with ICTC. ICTC will not accept discrimination against any participant or beneficiary of ICTC programs or services by an employee or contactor in the performance of assigned duties, services or programs.

In the event ICTC distributes federal funds to another entity, the ICTC will monitor and ensure the compliance of each member agency and third party contractor at any tier and each sub-recipient at any tier under the project, with all requirements prohibiting discrimination on the basis of race, color, or national origin; and will include non-discrimination language in all written agreements.

Any person believing they have been discriminated against based on race, color, or national origin in the provision of services, programs, activities, or benefits, may file a formal complaint directly with ICTC or with the Federal Transit Administration.

MARK BAZA, Executive Director
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Regulatory Authority

Because Title VI is comprehensive in scope, it covers all of an agency’s federally funded programs or activities. This is the case because Title VI of the Civil Rights Act of 1964, as amended, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

The impact of Title VI has been further extended by the Civil Rights Restoration Act of 1987. The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of federal aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not [Pub. L. No. 100-259, 102 Stat. 28 (1988)]. Authorities and citations that espouse the requirements of Title VI include:

- Title VI Program Guidelines For Urban mass Transportation Administration Recipients, UMTA Circular 4702.1A, dated May 2007
- 23 United States Code 109(h), Highway – Standards
- 23 United States Code 324, Prohibition of Discrimination on the Basis of Sex, Federal Aid Highway Act
- 49 United States Code 5332, Mass Transportation – Nondiscrimination
- “Standard DOT Title VI Assurance”, Department of Transportation Order 1050.2
- “Implementation of the Department of Transportation Title VI Program”, Department of Transportation Order 1000.12
- Joint Planning Regulations of the Federal Transit Administration and the Federal Highway Administration, 23 CFR Part 450 and Part 613
- Section 12(f) of the Urban Transportation Act of 1964, as amended, 49USC 1608(f)
- Executive Order 12250, Coordination of Grant Related Civil Rights Statutes
- Executive Order 12898, Executive Order on Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations
- Guidelines For The Enforcement of Title VI, Civil Rights Act of 1964, 28 Code of Federal Regulations 50.3
- Nondiscrimination In Federally-Assisted Programs Of The Department of Transportation –Title VI Of The Civil Rights Act Of 1964, 49 Code of Federal Regulations Part 21
- Subpart C—Nondiscrimination in Federally Assisted Programs – Implementation of Title VI of the Civil Rights Act of 1964, 28 CFR Part 42.101-42.412
- Department of Justice (DOJ) Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964, 28 CFR 50.3
- Title II and III of the Uniform Relocation Assistance And Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4655

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Imperial County Transportation Commission
Title VI Program Policy

Policy Statement

ICTC is committed to ensuring that no person is excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any of its programs activities, or services on the basis of race, color or national origin. All persons regardless of their citizenship are covered under this policy. In addition, ICTC prohibits discrimination on the basis of race, color or national origin in its employment and business opportunities.

As a Federal Transit Administration (FTA) fund recipient, ICTC will ensure that its program policies and activities comply with the Department of Transportation (DOT) Title VI regulations of the Civil Rights Act of 1964.

ICTC will ensure that the level and quality of its services and programs are provided without regard to race, color or national origin.

ICTC will promote the full and fair participation of all affected populations in any decision or policy making process.

ICTC will ensure that Limited English Proficient (LEP) individuals have access to ICTC’s programs, activities and services.

Applicability

This policy is applicable to all ICTC employees, contractors hired by ICTC and the members of the public. Failure of an ICTC employee to follow this policy and procedure may subject the employee to disciplinary action up to and including employment termination.

Administration of the Regulation

ICTC will integrate the provisions of the Title VI program into all programs activities and services.
ICTC’s Title VI Notice to the Public

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in programs receiving federal financial assistance. Any person who feels they have been discriminated against with respect to transit services or benefits on the basis of race, color, or national origin may file a written complaint with the Imperial County Transportation Commission.

To file a complaint, you may contact the Title VI Program Administrator, Kathi Williams at (760) 592-4494; or by email: kathiiwilliams@imperialctc.org; or visit ICTC at:

Imperial County Transportation Commission
1405 N. Imperial Ave.
El Centro, Ca. 92243

Complainants also may be filed directly with the Federal Transit Administration (FTA).

United States Department of Transportation
Federal Transit Administration
Office of Civil Rights, Region IX
201 Mission St., Suite 1650
San Francisco, California 94105-1839

Título VI de la acta de los derechos civiles de 1964 prohíbe discriminación en la base de raza, color, u origen nacional en programas que reciben ayuda financiera federal. Individuos, o individuos como miembros de una clase específica de personas, que sienten que han sido objeto de discriminación con respecto a los servicios de tránsito o beneficios sobre la base de raza, color u origen nacional puede presentar una queja por escrito a la Comisión de Transporte del Condado de Imperial.

Para someter una queja, debe contactar a la Administradora del Programa Título VI, Kathi Williams al número (760) 592-4494; o por Correo electrónico a kathiiwilliams@imperialctc.org; o en persona al:

Imperial County Transportation Commission
1405 N. Imperial Ave.
El Centro, Ca. 92243

Las quejas también pueden ser sometidas directamente con la Administración Federal de Tránsito (FTA).

United States Department of Transportation
Federal Transit Administration
Office of Civil Rights, Region IX
201 Mission St., Suite 1650
San Francisco, California 94105-1839
List of Locations Where the Title VI Notice is Posted

ICTC’s Title VI notice to the public is currently posted at the following locations:

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICTC Offices</td>
<td>1405 N. Imperial Ave. Suite 1</td>
<td>El Centro, Ca. 92243</td>
</tr>
<tr>
<td>website</td>
<td><a href="http://www.imperialctc.org">www.imperialctc.org</a></td>
<td></td>
</tr>
<tr>
<td>website</td>
<td><a href="http://www.ivtransit.org">www.ivtransit.org</a></td>
<td></td>
</tr>
<tr>
<td>website</td>
<td><a href="http://www.ivtaccess.org">www.ivtaccess.org</a></td>
<td></td>
</tr>
<tr>
<td>IVT and IVT Access bus operations facilities</td>
<td>792 E. Ross Rd.</td>
<td>El Centro Ca. 92243</td>
</tr>
<tr>
<td>IVT Rider’s Guidebook</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
Title VI Complaint Procedures

TITLE VI DISCRIMINATION COMPLAINT PROCEDURE  (ENGLISH)

General

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in programs receiving federal financial assistance. Individuals, or individuals as members of a specific class of persons, who feel they have been discriminated against with respect to transit services or benefits on the basis of race, color, or national origin may file a written complaint with the Imperial County Transportation Commission. Complainants also may be filed directly with the Federal Transit Administration (FTA).

Complaint Procedures

Complaints alleging discrimination on the basis of race, color, or national origin may be submitted to the Title VI Coordinator of the Imperial County Transportation Commission, 1405 N. Imperial Ave Suite 1, El Centro, CA 92243. Every effort will be made to obtain early resolution of complaints.

1. The complaint must meet the following requirements:

   a. The Complaint shall be in writing and signed by the complainant(s) In the event that the complainant cannot complete a written statement, a verbal complaint may be made. The Title VI Coordinator will interview the Complainant and assist the person in converting the verbal complaint to writing. All complaints must be signed by the Complainant or his/her representative.

   b. The Complaint must contain information about the alleged discrimination such as name, address, and phone number of complainant, and location, date and description of the issue. The description of the alleged act of discrimination or disparate treatment should include, as appropriate: type or name of service, bus number, location (city/streets) date and time of day, employee name, position or badge number if available, and any person(s) involved or witnesses to the problem.

   c. Per federal law the complaint must be filed within 180 days of the alleged incident.

   d. The complaint should be submitted to:
      Imperial County Transportation Commission
      Attn: Kathi Williams, Title VI Coordinator
      1405 N. Imperial Ave, El Centro Ca, 92243
      Office: (760) 592-4494
      Fax: (760) 592-4497
      E-mail address: kathiwilliams@imperialctc.org

2. The ICTC Title VI coordinator will acknowledge receipt of the complaint within ten (10) working days.
Investigation of Complaints

The Title VI Coordinator will review all complaints to determine if there is sufficient merit to warrant investigation. In some cases there may be a written request to the complainant to provide additional information. If a complaint is found to have sufficient merit to warrant investigation, the Title VI Coordinator will proceed with an investigation. If the complaint does not warrant investigation, the Title VI Coordinator will then respond within thirty (30) working days to the Complainant and so state.

A complaint can be rejected or dismissed for the following reasons:

1. The complaint is filed past the 180 days of the alleged occurrence
2. The complaint is not signed or is anonymous
3. The Complainant fails to respond to repeated request for additional information
4. The Complainant cannot be located
5. The Complainant request the withdrawal of the complaint

Disposition of Complaints

A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Title VI Coordinator and a copy forwarded to the complainant no later than sixty (60) calendar days after its filing.

A recommendation will be made by the Title VI Coordinator and will be subject to review by the ICTC Executive Director and ICTC Legal Counsel.

In the event that the ICTC or its federally funded contractors and consultants are in non compliance with the Title VI regulations, remedial actions will be noted.

The notice of the determination will be mailed to the Complainant. Notice shall include information on appeal rights and instructions for initiating an appeal.

A copy of the complaint and the Title VI Coordinator’s report shall be issued to the FTA within 120 days of the receipt of the complaint.

A summary of the compliant, the finding or resolution will be included as a part of the Title VI updates to the FTA.

Appealing Disposition of Complaints

Complainants that are not satisfied with the disposition of the complaint may appeal to the Executive Director.

1. The appeal should be made with the Title VI Coordinator within ten (10) working days of the date of the resolution.
2. The Executive Director will acknowledge receipt of the appeal within ten (10) working days of receiving the request for appeal.
3. The Executive Director may make a final determination or may choose to refer the matter to the Commission for final action.
4. The resolution and/or referral to the Commission will be communicated to the complainant. The
Commission’s decision will be communicated to the complainant and/or his/her designee in
writing.

Record Keeping Requirements

The Title VI Coordinator shall maintain a record of each complaint and appeal, the ICTC’s response(s),
and steps taken to resolve the complaint. The individual’s right to a prompt and equitable resolution of a
complaint will not be impaired by his/her pursuit of other remedies. The use of this grievance process is
not a prerequisite to the pursuit of other remedies.

Filing Title VI Discrimination Complaints with the Federal Transit Administration

Individuals may also file Title VI discrimination complaints with the Federal Transit Administration. The
Federal Transit Administration’s Complaint Procedure is contained in the FTA Circular C4702.1A.

Additional Resources

United States Department of Transportation
Federal Transit Administration
Office of Civil Rights, Region IX
201 Mission St., Suite 1650
San Francisco, California 94105-1839

California Department of Transportation
Office of Business & Economic Opportunity
Equal Employment Opportunity Program
Discrimination Complaint Investigation Unit
1823 14th Street, MS 79
Sacramento, California 95811
(866) 810-6346
http://www.dot.ca.gov/hq/hep/title_vi/t6_index.htm
Title VI Complaint Procedures

TITLE VI DISCRIMINATION COMPLAINT PROCEDURE  (SPANISH)

PROSEDIMIENTO DE RECLAMO DE DISCRIMINACION DE TITULO VI

General

Título VI de la acta de los derechos civiles de 1964 prohíbe discriminación en la base de raza, color, u origen nacional en programas que reciben ayuda financiera federal. Individuos, o individuos como miembros de una clase específica de personas, que sienten que han sido objeto de discriminación con respecto a los servicios de tránsito o beneficios sobre la base de raza, color u origen nacional puede presentar una queja por escrito a la Comisión de Transporte del Condado de Imperial. Las quejas también pueden ser sometidas directamente con la Administración Federal de Tránsito (FTA).

Procedimientos de Quejas

Quejas de presunta discriminación en la base de raza, color, u origen nacional pueden ser enviadas al Coordinador del Título VI de la Comisión de Transporte del Condado de Imperial, 1405 N. Imperial Ave., Suite #1, El Centro, CA 92243. Todo esfuerzo será hecho para obtener resolución temprana de quejas.

1. La queja debe tener los requisitos siguientes:

   a. La Queja debe ser escrita y firmada por los reclamantes. En caso de que el reclamante no pueda completar una declaración por escrito, una queja verbal puede ser aceptada. El Coordinador del Título VI entrevistará al Reclamante y ayudará a la persona a convertir la queja verbal a la escritura. Todas las quejas deben ser firmadas por el Reclamante o su representante.

   b. La Queja debe contener información sobre la discriminación pretendida como nombre, dirección, y el número de teléfono de reclamante, y de la ubicación, la fecha y la descripción del asunto. La descripción del acto pretendido de discriminación o tratamiento dispar debe incluir, como apropiado: tipo o nombre de servicio, número de camión, la ubicación (las ciudad/calles) la fecha y el tiempo de día, nombre de empleado, número de posición o insignia si disponible, y cualquier persona implicó o los testigos al problema.

   c. Por la ley federal la queja debe ser archivada dentro de 180 días del incidente pretendido.

   d. La queja debe ser sometida a:
      Comisión de Transporte del Condado de Imperial (ICTC)
      A la atención de: Kathi Williams, Coordinador del Título VI
      1405 N. Imperial Ave., Suite 1, El Centro, CA 92243
      Oficina: (760) 592-4494
      Fax: (760) 592-4497
      Correo electrónico: kathiwilliams@imperialctc.org

2. El Coordinador del Título VI de ICTC reconocerá recibo de la queja dentro de diez (10) días hábiles.
Investigación de Quejas

El Coordinador del Título VI revisará todas las denuncias para determinar si hay meritos suficientes para justificar una investigación. Es unos casos podría ver una petición por escrito al reclamante para proporcionar información adicional. Si una queja es encontrada tener mérito suficiente para justificar investigación, el Coordinador de Título VI continuará con una investigación. Si la queja no justifica investigación, el Coordinador de Título VI entonces responderá dentro de treinta (30) días hábiles al Reclamante e indica.

Una queja puede ser rechazada o puede ser despedida por las razones siguientes:

1. La queja es archivada por delante de los 180 días de la ocurrencia pretendida
2. La queja no es firmada o es anónimo
3. El Reclamante falla de responder a la petición repetido para la información adicional
4. El Reclamante no puede ser colocado
5. El Reclamante solicita la retirada de la queja

Disposición de Quejas

Una determinación por escrito sobre la validez de la queja y una descripción de la resolución, en su caso, se expedirá por el Coordinador del Título VI y se enviará una copia al reclamante dentro de sesenta días naturales (60) después de su presentación.

Una recomendación será hecha por el Coordinador de Título VI y será dispuesta de reviso por el Director Ejecutivo de ICTC y Asesoría Legal de ICTC.

En caso de que el ICTC o sus contratistas y consultores que son financiados federalmente no estén en conformidad con las regulaciones de Título VI, acciones correctivas serán notadas.

La anotación de la determinación será enviada al Reclamante. La nota incluirá información en derechos de apelación e instrucciones para iniciar una apelación.

Una copia de la queja y del reporte de el Coordinador de Título VI será publicado al FTA dentro de 120 días del recibo de la queja.

Un resumen de la queja, el hallazgo o la resolución serán incluidos como una parte de las actualizaciones de Título VI al FTA.

Apelación de Disposición de Quejas

Los reclamantes que no son satisfechos con la disposición de la queja pueden apelar al Director Ejecutivo.

1. La apelación debe ser presentada por medio del Coordinador de Título VI dentro de diez (10) días hábiles de la fecha de la resolución.
2. El Director Ejecutivo reconocerá recibo de la apelación dentro de diez (10) días hábiles de recibir la petición para apelación.
3. El Director Ejecutivo puede hacer una determinación final o puede escoger referirse el asunto a la Comisión para la acción final.
4. La resolución y/o la referencia a la Comisión serán comunicadas al reclamante. La decisión de la Comisión será comunicada al reclamante y/o su designado por escrito.
Requisitos de Archivado

El Coordinador del Título VI llevará un registro de cada queja y apelación, la respuesta de ICTC, y las medidas adoptadas para resolver la queja. El derecho del individuo a una resolución pronta y equitativa de una denuncia no se verá afectada por su búsqueda de otros recursos. El uso de este proceso de queja no es un requisito previo para la búsqueda de otros recursos.

Presentación de Reclamo de discriminación de Título VI a la Administración Federal de Tránsito

Individuos también pueden presentar quejas de discriminación Título VI a la Administración Federal de Tránsito. El procedimiento de demanda de la Administración Federal de Tránsito está contenido en el FTA Circular C4702.1A.

United States Department of Transportation
Federal Transit Administration
Office of Civil Rights, Region IX
201 Mission St., Suite 1650
San Francisco, California 94105-1839

California Department of Transportation
Office of Business & Economic Opportunity
Equal Employment Opportunity Program
Discrimination Complaint Investigation Unit
1823 14th Street, MS 79
Sacramento, California 95811
(866) 810-6346
http://www.dot.ca.gov/hq/bep/title_vi/t6_index.htm
PUBLIC PARTICIPATION POLICY
FOR TITLE VI

ICTC and sub-recipients are required to seek out and consider the viewpoints of the public in its services area and specifically minority, low-income, and Limited English Populations (LEP) in the course of conducting public outreach and involvement activities. An agency's public participation strategy shall offer continuous opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions.

ICTC will continue to employ the following measures to seek out and consider the viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities. These measures are adopted from the ICTC Public Participation Plan and also in the Title VI Program. The public outreach and involvement activities listed below were also undertaken since the last Title VI Program report and shall remain in place to ensure that minority, low-income and LEP people have meaningful access to these activities.

1. Bilingual (English & Spanish) information operators are available to respond to customers calling the ICTC and transit service information lines.

2. Bilingual-speaking (English & Spanish) staff is available to answer telephone inquiries for ICTC ADA certification interviews and ADA paratransit scheduling.

3. Bilingual-speaking (English & Spanish) staff will perform the ADA certification interview as requested, or if the interview scheduler believes that it would be necessary or beneficial.

4. The following materials shall be available in both English and Spanish: (1) ADA Certification Brochure; (2) ADA Certification Application; (3) IVT Riders Guides (4) Disabled Transit Services information.

5. ICTC shall provide bilingual (English & Spanish) language media advertising as part of the countywide transit marketing program.


7. Bilingual-speaking (English & Spanish) staff are available at public meetings, public hearings and Commission meetings and committees.
Summary of Outreach Efforts Made Since Last Title VI Documentation Submission

Over the last reporting period, ICTC conducted the following public outreach and involvement activities:

Printed Bus Schedules and Transit Information on the website.
All public bus schedules and the Riders Guides include Spanish sections and information is available on the IVT and IVT Access websites.

Bilingual Outreach:
Bilingual assistance is utilized in outreach programs when needed and appropriate. ICTC conducts on-going advertising and public hearing notices in a bilingual format. In addition, the recent 1. The ADA Certification and Eligibility Process Review Project 2. The Update to the 2008 Coordinated Plan Project required significant bilingual public outreach in the projects’ scopes of work. The 2014-15 Unmet Transit Needs Public Hearing process has interpreters available for translation for both public meetings.

Phone Access
A bilingual receptionist is available to answer phone inquiries for Spanish speaking customers during business hours. The ICTC phone system currently includes a Spanish option on the ICTC’s recorded greeting. After business hours inquiries can be left on the bilingual voice mail and are responded to promptly the next business day.

All IVT and IVT Access dispatchers reservationists and drivers are bilingual and able to provide monolingual speaking guests with information on public transit services.
Description of Subrecipient Monitoring and Schedule of Subrecipient Title VI Program Submission

ICTC periodically monitors to determine a subrecipient's compliance with the FTA Title VI regulations. These reviews include service measurements, location of transit service and facilities, participation opportunities in the transit planning and decision-making processes, and communication needs of persons with limited English proficiency (LEP).
Access for Persons with Limited English Proficiency (LEP)

Introduction

Many individuals in the United States read, write, speak and understand English. However, there are many individuals whose primary language is not English. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient, or “LEP.” This language barrier may prevent individuals from accessing services and benefits.

There are two pieces of legislation that provide the foundation for the development of an LEP plan: Title VI of the Civil Rights Act of 1964, and Executive Order 13166. In some circumstances, failure to ensure that LEP persons can effectively participate in federally assisted programs may constitute discrimination based on national origin under Title VI. In order to comply with Title VI, agencies should take reasonable actions for competent language assistance.

Executive Order 13166 clarifies requirements for LEP persons under Title VI. The Executive Order requires the agency to examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services.

Four Factor Analysis

The U. S. Department of Transportation (DOT) issued its *Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons* [Federal Register: December 14, 2005 (Volume 70, Number 239)]. This policy states that DOT recipients are required to take reasonable steps to ensure meaningful access to programs by LEP persons. This coverage extends to the recipient’s entire program. There are four factors for agencies to consider when assessing language needs and determining what steps they should take to ensure access for LEP persons:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity or service of the recipient;
- The frequency with which LEP individuals come in contact with the program;
- The nature and importance of the program, activity or service provided by the recipient to people’s lives;
- The resources available to the recipient and costs.

A brief description of the self-assessment undertaken in each of these areas follows.
1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity or service.

Spanish speakers are the category of LEP persons likely to be encountered by Imperial Valley Transit (IVT) and ADA Paratransit services. For Imperial County, the Census 2010 information shows that the total population over 5 years of age and over is 174,528. Of that number 80.4% or 140,271 are reported to be of Hispanic or Latino descent.

According to the 2008-2012 American Community Survey (ACS) Estimates for Imperial County (conducted by the US Census Bureau) also indicates that persons who speak only English at home comprise 25.7% of persons in the County of Imperial. While those that speak Spanish are estimated to be at 74.3%.

These percentages show a slight decrease in English speakers and a slight increase in Spanish speakers from the 2000 Census and prior 2005 ACS survey data.

2. The frequency with which LEP individuals come in contact with the program.

ICTC staff in conjunction with IVT and the ADA Paratransit operator staff have assessed the frequency at which staff has or could possibly have contact with LEP persons. This includes examining census data, phone inquiries, requests for translated documents, and staff feedback. Census data, as well as empirical data indicate that there is a fairly large percentage of the general population who are Spanish-speaking persons. As a public transportation provider, it is necessary to recognize this large segment of the general population. Phone inquiries and staff feedback also indicate that Spanish-speaking LEP persons have regular contact with the service.

3. The nature and importance of the program, activity or service provided by the recipient to people’s lives.

Public transportation is vital to many people’s lives. According to the Department of Transportation’s Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons, “Providing public transportation access to LEP persons is crucial. An LEP person’s inability to effectively utilize public transportation may adversely affect his or her ability to obtain health care, or education, or access to employment.”

4. The resources available to the recipient and costs.

ICTC staff have also assessed their available resources that could be used to provide language assistance. This included identifying bilingual staff, reviewing an existing contract for professional translation services, determining which documents should be translated, and deciding what level of staff training is needed. After analyzing the four
factors outlined in U. S. DOT policy guidance, ICTC staff developed the following plan for providing language assistance to LEP persons.

Components of the Plan

There are five areas that comprise ICTC’s LEP plan:

- Identifying LEP individuals who need language assistance
- Language assistance measures
- Training staff
- Providing notice to LEP persons
- Monitoring and updating the LEP plan

1. Identifying LEP individuals who need language assistance

As stated above, the Census 2010 and American Community Survey data show that Spanish-speaking LEP persons are the group requiring language assistance. This information can also be used to identify concentrations of LEP persons within the service area. There are nine zip code areas with a high percentage of LEP persons 92231, 92243, 92244, 92250, 92251, 92227. Higher percentages of LEP persons can also be identified more accurately by census tracts.

In general, there are higher populations of LEP persons on the southern areas of the County of Imperial, in immediate proximity to the international border with Mexico. Identifying concentrations of LEP persons helps to ensure that they receive the necessary language assistance measures. There are also several measures that can be taken to identify individual persons who may need language assistance:

- When open houses or public meetings are held, set up a sign-in table, and have a staff member greet and briefly speak to each attendee, in order to informally gauge his/her ability to speak and understand English.
- Post a notice of available language assistance at open houses/public meetings to encourage LEP persons to self-identify.

2. Language assistance measures

There are several language assistance measures available to LEP persons, including both oral and written language services. There are also various ways in which ICTC staff responds to LEP persons, whether in person, by telephone or in writing. Oral language services include bilingual front line staff for ICTC office technician positions, as well as, at community presentations and events. Professional interpreters are available as needed for a variety of presentations and events.

In addition to these oral language services, written language services are available. Documents that are determined to be available for the general public are translated into Spanish. Vital documents are defined as those documents without which a person would be
Unable to access services. The following are written communications that are printed in both Spanish and English:

- Public Notices and Public Service announcements
- Interior bus posters and stickers displaying safety or system information
- Fare cards on fare boxes
- Onboard surveys

There are several measures in place to respond to LEP individuals. Bus operators, who are the most direct point of contact for LEP persons, have several methods to respond to an LEP individual. Many bus drivers are bilingual; however, if the bus driver operator is not bilingual, they are instructed to ask for assistance from a bilingual passenger. In the few cases where there is no one on the bus who can offer language assistance, the bus driver contacts dispatch, and a supervisor is sent to the bus to assist. Spanish speaking callers are directed to a bilingual dispatcher.

Office Technicians serve as a primary in-person contact for LEP persons. They are present at special events, community functions, school presentations and other locations upon request. The need for a professional interpreter is determined by the venue, the area, and the subject of the event. The person coordinating the event can indicate if there will be Spanish speaking people in attendance, and can request a bilingual professional interpreter. Office technician’s, dispatchers and drivers are also responsible for forwarding complaints to the appropriate management level. They ensure that complaints from LEP persons that could be considered as national origin discrimination are forwarded to the person designated to handle all Title VI complaints.

IVT

The IVT oral language services include bilingual representatives for the reservation line, which serves as the primary contact with customers, as well as bilingual staff in the dispatch center, including bilingual Supervisors. Between these two centers there is at least one bilingual person on staff at all times. The IVT service also has a majority of bilingual vehicle operators. In addition to these oral language services, several written language services are available. The following are written communications that are printed in both Spanish and English:

- The IVT Schedule Guide
- Marketing materials i.e. television and radio commercials
- Interior vehicle posters and stickers displaying vital information, such as safety information
- Brochures with information about accessibility and general riding

There are several measures in place to respond to LEP individuals. Vehicle operators, who are the primary in-person contact for LEP persons, have several methods to respond to an LEP individual. Many vehicle operators are bilingual; however, if the vehicle operator is not bilingual, they can contact dispatch for radio assistance with a Spanish-speaking passenger. They
can also request a bilingual supervisor or vehicle operator to be sent for further assistance. Spanish speaking callers are directed to a bilingual dispatcher.

ADA Paratransit

The ADA Paratransit service oral language services include bilingual representatives for the reservation line, which serves as the primary contact with customers, as well as bilingual staff in the dispatch center, including bilingual Supervisors. Between these two centers there is at least one bilingual person on staff at all times. The ADA Paratransit service also has several bilingual vehicle operators. In addition to these oral language services, several written language services are available. The following are written communications that are printed in both Spanish and English:

- The ADA Paratransit brochure
- Marketing materials i.e. television and radio commercials
- ADA Paratransit Eligibility application
- Interior van posters and stickers displaying vital information, such as safety information
- Brochures with information about accessibility and general riding

There are several measures in place to respond to LEP individuals. Vehicle operators, who are the primary in-person contact for LEP persons, have several methods to respond to an LEP individual. Many vehicle operators are bilingual; however, if the vehicle operator is not bilingual, they can contact dispatch for radio assistance with a Spanish-speaking passenger. They can also request a bilingual supervisor or vehicle operator to be sent for further assistance. Spanish speaking callers are directed to a bilingual dispatcher.

3. Training Staff

It is important that staff members, especially those having contact with the public, know their obligation to provide meaningful access to information and services for LEP persons. Even staff members who do not interact regularly with LEP persons should be aware of and understand the LEP plan. Properly training staff is a key element in the effective implementation of the LEP/plan.

There are four primary groups of staff members who are critical to the LEP plan: ICTC staff, bus operators, dispatchers and customer contact personnel, marketing staff and management. Bus operators have the most frequent contact with LEP persons, through daily interaction with passengers. Dispatch and customer contact personnel also have frequent contact with LEP persons, either in-person or by telephone. These two groups are most likely to encounter LEP persons and thus to provide language assistance. LEP training for both of these groups occurs during their initial training. Additionally, this training is included in an annual safety meeting held for all bus operators. Training topics for these two groups include:

- Understanding the Title VI LEP responsibilities
- What language assistance services are offered
Specific procedures to be followed when encountering an LEP person

Management is also crucial in implementing LEP policy. It is their responsibility to disseminate LEP plan information to appropriate administrative and technical staff. Management should also ensure staff understands Title VI responsibilities.

IVT and ADA Paratransit

There are three primary groups of staff members who are critical to the LEP plan: bus operators, dispatch and customer contact personnel. Bus operators have the most frequent contact with LEP persons, through daily interaction with passengers. Customer contact personnel also have frequent contact with LEP persons, through the telephone reservation lines. These two groups are most likely to encounter LEP persons and thus to provide language assistance. LEP training for both of these groups occurs during their initial departmental training. Training topics for these two groups include:

- Understanding the Title VI LEP responsibilities
- What language assistance services are available
- Specific procedures to be followed when encountering an LEP person

4. Monitoring and updating the LEP plan

This plan is designed to be flexible, and should be viewed as a continuing work in progress. As such, it is important to consider whether new documents and services need to be made accessible for LEP persons, and also to monitor changes in demographics and types of services, and to update the LEP plan when appropriate. At a minimum, ICTC, IVT and the ADA Paratransit services will follow the Title VI Program update schedule for the LEP plan. Each update should examine the following:

- How many LEP persons were encountered?
- Is the existing language assistance meeting the needs of LEP persons?
- What is the current LEP population in Imperial County?
- Has there been a change in the types of languages where services are needed?
- Have available resources, such as technology, staff and finances changed?
- Were any complaints received?
- Do staff members understand the LEP plan policies and procedures?

There are several methods that can be used to assist in answering these questions. One method is to review customer comments and complaints to determine if services are accessible to Spanish speakers. Feedback from the LEP community will be sought through community outreach events and presentations to determine the effectiveness of the plan in reaching LEP persons. Special consideration will be given to the LEP plan when service enhancements or service reductions are scheduled, to ensure that LEP persons are aware of these services. Census data will also be reviewed as it becomes available to determine changes in the LEP population.
Future considerations for the LEP plan include:

- Continuing to providing future websites in a bilingual format with English/ Spanish
- Translating other brochures i.e. (Bike and Ride) into Spanish
- Providing group travel training to LEP persons by working with bilingual staff

This plan outlines five key areas of an effective LEP strategy: Identifying LEP individuals who need language assistance, primarily through Census data; Language assistance measures, including written and oral language services, and responding to LEP persons on the telephone, in writing and in person; Training staff, including coach operators, customer service representatives and management employees; Providing notice to LEP persons through both oral and written communications; and Monitoring and updating the LEP plan through a variety of means.
Additional Information for Transit Providers that operate less than 50 fixed route vehicles in peak service and are not located in an Urbanized Area (UZA) of 200,000: System-Wide Policies and Service Standards

Effective Practices to Fulfill the Service Standard Requirement

*Vehicle Load Standards*

The average of all loads during the peak operating period should not exceed the following load factors for that service type:

- Primary Corridor Bus: Loads not to exceed 1.57 passenger / seat
- Local Services: Loads not to exceed 1.25 passengers / seat

*Vehicle Headway Standards*

Peak period headways on 1 N and 1 S will be 35 minutes, Monday through Friday. ICTC will explore the possibility of instituting 35-minute headways on route 2N and 2S within and throughout the Primary Corridor depending on the availability of funding.

Other lines may operate at longer headways, based on the long distances traversed, ridership, demand and transfer opportunities at the terminus of these lines.

*On-Time Performance Standards*

Fixed Route [Local and Intercity]:

ICTC endeavors to operate with no early departures before the time shown in the schedule brochure.

90 percent of all trips should be operated "on-time," defined as departing a published time-point no more than ten (10) minutes later than the published scheduled to accommodate the deviation pick-ups.

Demand Response:

95 percent of all monthly trips operate on-time ten minutes past the scheduled pick-up time, with the pick-up time defined as within the 30 minute manifest block.
Service Availability Standards

ICTC will endeavor to provide services where the populace lives and works. The updates to the Short Range Transit Plan will conduct a route spacing and route coverage analysis.

Effective Practices to Fulfill the Service Policy Requirement

Vehicle Assignment Policy

Fixed Route [Local and Intercity]:

Bus assignments take into account the operating characteristics of the various buses within the ICTC fixed route fleet, which are matched to the operating characteristics of the route. In the absence of specific operating requirements, vehicle assignments will be done so as to ensure a random rotation of fleet vehicles through the routes in the ICTC system.

Demand Response:

Except for situations requiring the assignment of a trip to a specific vehicle for reasons such as lift capacity, interior clearance or operating characteristics within the service area, demand response trips shall be assigned so as to ensure that vehicles are randomly operated in these services.

Transit Amenities Policy

The following policies will be applied as funding allows:

Installation of a shelter should be considered at bus stops with an average per trip boarding of 5 or more passengers. Seating/benches should be considered at bus stops with an average per trip boarding of 3 or more passengers.

Priority for benches and shelters should be given to bus stops serving senior housing or activity centers, or facilities which serve clients with mobility impairments
Appendices

A. Commission Minute Order # XXXXXXX
B. Title VI Complaint Form (English)
C. Title VI Complaint Form (Spanish)
D. List of Transit-Related Title VI Investigations, Complaints, and Lawsuits (as of: June 2014)
E. Table of Racial Breakdown of transit related non-elected planning boards, advisory councils or committees
A. ICTC Commission Minute Order placeholder
RESOLUTION
OF
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)
AUTHORIZING THE ADOPTION OF THE TITLE VI PROGRAM

WHEREAS, ICTC is a recipient of Federal revenues and is required to meet federal regulatory requirements for Title VI of the Civil Rights Act of 1964, established by 49 CFR part 21.7; and

WHEREAS, ICTC has or will provide all annual certifications and assurances to the Federal Transit Administration required for the Title VI Program; and

WHEREAS, ICTC insures that no person or group of persons on the basis of race, color, or national origin, including limited English proficient persons are subjected to discrimination in the level and quality of transportation services, programs and activities provided, whether federally funded or not;

WHEREAS, ICTC insures that all residents and visitors of the region of Imperial County are afforded meaningful access to our programs, activities and services;

WHEREAS, ICTC updated the agency Title VI Program to meet current Federal Transit Administration Guidelines.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the ICTC does hereby authorize that ICTC approves and adopts the updated ICTC Transit Services Title VI Program.

PASSED AND ADOPTED at a regular meeting of the Imperial County Transportation Commission held on ____________.

By: ____________________________
Chairperson

ATTEST:

By:

______________________________
CRISTI LERMA
Secretary to the Commission
B. Title VI Complaint Form (English)
Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please let us know.

Complete and return this form to the Title VI Coordinator: Imperial County Transportation Commission, 1405 N. Imperial Ave. Suite 1 El Centro, CA 92243.

1. Complainant’s Name

2. Address:


4. Telephone Number (home): ___________ (Business): ___________

5. Person discriminated against (if someone other than the complainant):

   Name: ____________________________
   Address: __________________________
   City: __________________ State: ___________ Zip Code: ______

6. Which of the following best describes the reason you believe the discrimination took place?
   a. Race/Color: [ ]
   b. National Origin: [ ]

7. What date did the alleged discrimination take place? ____________________________
8. In your words, describe the alleged discrimination. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.


9. Have you filed this complaint with any other federal, state or local agency; or with any federal or state court? Yes: □  No: □

If yes, please check each box that applies:

Federal agency □  Federal court □  State agency □

State court □  Local agency □

10. Please provide information about a contact person at the agency / court where the complaint was filed.

Name: ____________________________________________

Address: ____________________________________________

City: __________________ State: _______________ Zip Code: _______

Telephone number: _______________________________________

11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Complainant’s Signature ____________________________ Date ____________

T:\projects\FTA\Civil rights\title VI\Title VI Complaint Form
C. VI Complaint Form (Spanish)
Título VI Formulario Para Reclamo

El Título VI del Acto de los Derechos Civiles de 1964 establece que “Ninguna persona en los Estados Unidos debe, por causa de raza, color, u origen nacional sea excluida de participación en, o ser negado los beneficios de, o ser sujeto a discriminación bajo cualquier programa o actividad que recibe asistencia financiera de parte del gobierno federal.”

La siguiente información es necesaria en asistirnos para procesar su reclamo. Si usted necesita ayuda para llenar este formulario, por favor hágaloslo saber.

Llene y regrese este formulario al Coordinador de Título VI: Imperial County Transportation Commission, 1405 N. Imperial Ave. Suite 1, El Centro, CA 92243.

1. Nombre del Demandante: __________________________________________

2. Domicilio: ______________________________________________________

3. Cuidad________________________Estado:__________________________Código Postal:________

4. Número de Teléfono (hogar): ________________ (Negocio): ______________

5. Persona que fue discriminada (en caso de una persona distinta del autor):

Nombre: __________________________________________________________

Domicilio: ________________________________________________________

Cuidad: __________________________Estado: __________________________Código Postal: ________

6. ¿Cuál de las siguientes describe mejor la razón que usted cree que la discriminación se llevó a cabo? ¿Fue debido a su:

   a. Raza/Color: □

   b. Origen Nacional: □

T:\projects\FTA\Civil rights\Title VI\Title VI Complaint Form sp
7. ¿En qué fecha sucedió en la presunta discriminación? ____________________

8. En sus propias palabras describa la presunta discriminación. Explique qué sucedió, y quien cree usted fue responsable. Por favor utilice el reverso de este formulario si necesita más espacio.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

9. ¿A usted presentado esta queja a alguna agencia federal, estatal, o local; o con alguna corte federal o estatal? Si: [ ] No: [ ]

En caso afirmativo, por favor marque cada cuadrito que corresponde:

- Agencia Federal [ ]
- Corte Federal [ ]
- Agencia Estatal [ ]
- Corte Estatal [ ]
- Agencia Local [ ]

10. Por favor denos información sobre una persona de contacto en la agencia / corte donde presento su demanda:

Nombre: _____________________________________________________________

Domicilio: ____________________________________________________________

Cuidad: __________________ Estado: ____________ Código Postal: ____________

Número de Teléfono: ________________________________________________

11. Por favor, firme abajo. Usted puede adjuntar cualquier material escrito o cualquier otra información que considere relevante para su queja.

Demandante: ___________________________ Fecha: ___________________________ Firme del
D. List of Transit-Related Title VI Investigations, Complaints, and Lawsuits (as of: June 2014)

There are currently no transit related Title VI investigations, Complaints or lawsuits
E. Table of Racial Breakdown of transit related non-elected planning boards, advisory councils or committees

**TABLE DEPICTING THE MEMBERSHIP OF NON-ELECTED COMMITTEES AND COUNCILS** as of: June 2014

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<th>Committee / Body</th>
<th>African American</th>
<th>Asian American</th>
<th>Caucasian</th>
<th>Latino</th>
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V. REPORTS

A. ICTC EXECUTIVE DIRECTOR REPORT
B. SCAG REPORT
C. CALTRANS - DISTRICT 11 REPORT
Memorandum

Date: June 20, 2014
To: ICTC Commission
From: Mark Baza, Executive Director
Re: Executive Director’s Report

The following is a summary of the Executive Director’s Report for the Commission meeting of June 25, 2014.

1. Imperial –Mexicali Binalational Alliance: The next meeting was held on Thursday, June 19, 2014 at 10:00 a.m. at the CDEM offices, Paseo del Valle No. 444-A, Fraccionamiento Jardines del Valle, Mexicali, B.C. The meeting agenda items included the following items: Calexico East and West Port of Entry expansion project funding, City of Mexicali’s Bicycle Network Plan, and border study updates. The next meeting will be Imperial County on August 14, 2014.

2. Consolidated Paratransit (Dial-A-Ride) Requests for Proposal (IVT Ride): Following the recent actions of the participating agencies and the Commission, a new RFP was released on June 12, 2014. Bids are due on June 25th. Scoring and ranking is scheduled for June 26th at the ICTC offices.

3. Calexico Intermodal Transportation Center: The feasibility study’s scope of work will also include: stakeholder meetings, public workshops, stakeholder surveys, site selection analysis, and financial and operational feasibility reports. See attached fact sheet. On April 29th the consultant conducted a second steering committee meeting to review the project location alternatives and findings to date. Preliminary study findings were presented to the Calexico City Council on June 17, 2014. The consultant will continue further analysis of the top three sites recommended. The next step feasibility analysis will include detail financial and capacity analysis of the three sites. A public hearing and presentation of draft final report will be scheduled in August 2014 for both the City Council and Commission.

4. 2014 Road Closures and Bus Delays: It has been brought to the attention of ICTC staff that road closures will occur within the City of Westmorland. Routes 2N and 2S will be affected sometime in June or July due to a street rehab project in Westmorland of North Center St. The only 2 bus stops in Westmorland are located directly on North Center St. A detour will take place and a temporary bus stop identified. Rider’s alerts will also be posted of the future changes. Once work begins it is expected to last 30 to 60 days.

5. California / Baja California Pedestrian and Bicycle Transportation Access Study: The Study will focus on the California-Baja California border region, specifically its six Ports of Entry (POEs). On February 26, 2014, the Commission approved the selection of KOA and Associates. The project kick-off was conducted on April 8, 2014 at ICTC. The consultant has released an e-audit tool that will be used to collect data of necessary infrastructure improvements needed at the border. Focus Group meetings will conducted on June 24th in Imperial County at ICTC and June 25th in San Diego County at SANDAG offices. The Focus Group meetings were
intended for City/County, Border Security, Transit/Transportation agencies and community organizations from both California and Baja California.

6. **IVT Bus Stop Safety and Design Standards Guidelines Project:** The final product will benefit ICTC, the cities and County in the implementation of future bus stop and terminal capital improvements throughout the region. This project is the second phase of the multi-year Four Phase Bus Stop Improvement Program. The final draft is being completed for review and approval in the month of July 2014.

7. **Transportation Development Act (TDA-State Funds) Triennial Performance Audit Project:** A kick off meeting was conducted on December 10, 2014 at ICTC offices. Requests for information have been emailed to member agency staff. The audit is a State mandated requirement every three years for all TDA funds received in Imperial County. Audit staff made site visits the week of April 28, 29 and 30th, and will continue site visits the week of June 9, 2014.

8. **ADA Paratransit Service Certification and Eligibility Process, Demand Management Review and Growth Assessment.** The consultant team recently completed the draft recommendations presentations to stakeholders for comment. The study is ongoing and the consultant team will be working with ICTC in the future to develop draft recommendations to be brought to the commission for approval.

9. **Update to the 2008 Coordinated Public Transit and Human Services Transportation Plan.** The stakeholders’ meeting was held on February 4, 2014 at the ICTC offices. In addition, additional stakeholders are meeting on an individual basis with the consultants through the end of the month. The primary purpose of the Coordinated Plan is to continue to meet the Federal Transit Administration’s (FTA) and other funding agency’s requirements for eligibility for various grants, including but not limited to the FTA Section 5310 program. The update to the Coordinated Plan will include a reassessment of all available public and private transportation services in Imperial County, a reassessment of public and social services transportation needs, development of strategies and/or activities to address gaps in service, identification of coordination actions to eliminate or reduce duplication in services where they exist, and a prioritization of implementation strategies.

10. **The San Diego State University / Imperial Valley College Transit Shuttle Analysis.** A Memorandum of Understanding between SCAG and ICTC was executed on December 19, 2013. The Transit Shuttle Analysis will assess the feasibility of an inter-college shuttle service in Imperial County. ICTC and SCAG staff are working on completing the RFP process in the summer of 2014.

11. **Imperial County Aerial Acquisition Project.** The Imperial County Aerial Acquisition project is for a consultant to fly-over and process the aerial imagery in order to be used in GIS or CAD systems for analytical activities. SCAG has committed resources and staff time for procurement and contract management. The RFP process is scheduled for completion in June 2014.

12. **Active Transportation Program (ATP) Call for Projects.** The following applications were submitted to SCAG from the region: 2 applications from Imperial County, 1 from El Centro, 2 from Calexico, 1 from Imperial, 1 from Holtville, 1 from Westmorland and 1 from ICTC. A total of 764 applications were submitted Statewide and 227 applications were submitted from the SCAG region.

13. **Heber Public Utility District request for bus shelters in the community of Heber:** ICTC partnered with Caltrans to submit an ATP grant application for these improvements on May 21, 2014. Construction costs are estimated at $800,000. The “Heber Bus Stop and Sidewalk Improvements project” proposes to install sidewalk, curb and gutter, residential driveways and ADA accessible curb cuts at 6 locations. The work, should the grant be approved, will be completed by Caltrans, and occur on SR-86 between Parkyns Ave. and Heber Ave. ATP grant awards are expected to be announced in late summer.

14. **Meetings attended on behalf of ICTC:**
   - PERMA Board meeting on June 5, 2014
   - SunLine Transit Agency meeting and tour of facilities on June 5, 2014
   - Border Master Plan (BMP) Policy Advisory Committee (PAC) meeting on June 12, 2014
   - Calexico City Council meeting on June 17, 2014
• Imperial-Mexicali Binational Alliance meeting on June 19, 2014
• Ventura Council of Governments 2014 Annual Dinner on June 19, 2014
• Mobility 21 Board and Advisory Board Joint Meeting on June 20, 2014
• Regionwide County Transportation Commission CEOs'/SCAG Meeting on June 20, 2014
Memorandum

Date: June 20, 2014
To: ICTC Commission
From: Tomás Oliva, Regional Affairs Officer
Re: Southern California Association of Government’s Report

The following is a summary of the SCAG Executive Director’s Report and Federal and State Legislature Staff Report for the Imperial County Transportation Commission meeting of June 25, 2014.

1. Active Transportation Program Funding: The Call for Projects for California’s 2014 Active Transportation Program (ATP) came to a close on May 21. The ATP will award approximately $360 million to eligible applicants through statewide, rural and regional competitions. SCAG plays a significant role in the implementation of the ATP by supporting local agencies in competing for the statewide competition funds (approximately $180 million), as well as establishing a project selection process for the Southern California regional competition funds (approximately $76 million). Over 200 applications were submitted to Caltrans from the Southern California region for consideration in both the statewide and regional competitions. SCAG, in collaboration with the county transportation commissions and county health departments, submitted an application for the statewide competition to support a Regional Active Transportation Safety and Encouragement Campaign. Award notifications for the statewide competition are expected in August.

2. Release of the 2015 Federal Transportation Improvement Program (FTIP) and Amendment No. 2 to the 2012–2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for public comment: Every two years, SCAG is required by federal law to develop the FTIP, a list of capital improvement projects to be implemented over a six-year period and that implements the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Over the past several months, staff has worked in consultation with Caltrans, our county transportation commissions (CTCs), and transit operators to develop the Draft 2015 FTIP, which is expected to be released for public review in early July. In addition, in response to requests from several CTCs to amend the 2012–2035 RTP/SCS to reflect additions or changes to projects for a number of critical transportation projects that are ready to move forward toward the implementation phase, staff has also developed Draft Amendment No. 2 to the 2012–2035 RTP/SCS along with the 2015 FTIP. Both draft documents will be available for a 30-day public review and comment period beginning July 1. Staff will review and respond to comments received during the comment period in August and return to the Transportation committee and the Regional Council with a recommendation to adopt both 2015 FTIP and Amendment No. 2 to the 2012 RTP/SCS in September.
3. Aerial Imagery Consortium for Imperial County: SCAG’s GIS Services Program has selected a consultant for the acquisition of aerial imagery for Imperial County. This is a collaborative effort involving various agencies, including the cities of Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, Westmorland, County of Imperial (several departments), and Caltrans. Partners are contributing funds for six-inch imagery in urban and irrigated areas and one foot in rural areas, as well as for infrared bands, elevations and building representations. SCAG is contributing about 50% of the project cost. The Bureau of Land Management, US Navy and US Fish and Wildlife will also provide an integral role in the quality control of the imagery data through in-kind services. The new data sets will help local jurisdictions in their GIS capabilities in planning, engineering, and other related activities.

4. Southern California Receives U.S. Department of Commerce “Manufacturing Community” Designation: On May 28, US Secretary of Commerce Penny Pritzker announced the first 12 communities that will be designated “Manufacturing Communities” as part of the Investing in Manufacturing Communities Partnership (IMCP) initiative. The Commerce Department-led program is designed to accelerate the resurgence of manufacturing in communities nationwide by supporting the development of long-term economic development strategies that help communities attract and expand private investment in the manufacturing sector and increase international trade and exports. From the 70 communities that applied, Southern California (Los Angeles, Orange and San Diego), led by the University of Southern California Center for Economic Development and including SCAG as a partner, was one of the 12 communities selected by an interagency panel, which took into consideration the strength of the applicants’ economic development plans, the potential for impact in their respective communities, and the depths of their partnerships across the public and private sector to carry out their plans. The 12 designated Manufacturing Communities will receive coordinated support for their strategies from 11 federal agencies with $1.3 billion available in federal economic development assistance as well as a dedicated federal liaison at each of the 11 agencies that will help them navigate available federal resources. Later this year, the Obama Administration plans to launch a second IMCP competition to designate additional communities, as well as convene the 70 communities that applied for designation to share best practices in economic development planning. Please visit [http://www.eda.gov/challenges/imcp/index.htm](http://www.eda.gov/challenges/imcp/index.htm) for more information.

5. SCAG Receives Strategic Growth Council: On June 3, the California Strategic Growth Council (SGC) awarded SCAG nearly $1 million – the highest share of nearly $16 million awarded – as part of its Sustainable Communities Planning Grant (Round 3). Among the 88 applicants, 33 received awards. SCAG’s proposal is intended to support the implementation of the adopted 2012 – 2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) to achieve greenhouse gas reduction and other sustainability goals. The proposal includes six sustainability projects focusing on implementing key SCS strategies across the SCAG region. These projects include: Mixed-Use Development Standards (Burbank); Downtown Specific Plan (Hemet); Complete Streets Master Plan (Lancaster); Form-Based Street Design Guidelines (Pasadena); Healthy RC Sustainability Action Plan (Rancho Cucamonga); and Climate Action Plan (Seal Beach). In addition, the proposal includes using regional forums to share the tools developed and lessons learned among all local jurisdictions in the region.


7. Legislative Update:
   a. Federal Level
i. Senate EPW Transportation Bill: The Administration on April 29, 2014, unveiled The Generating Renewal, Opportunity, and Work with Accelerated Mobility, Efficiency, and Rebuilding of Infrastructure and Communities throughout America Act, or GROW AMERICA Act, a $302 billion, four year transportation reauthorization proposal that provides overall increased funding for the nation’s highways, bridges, transit, and rail systems. Following the Administration’s proposal, on May 12, 2014, the Senate Environment and Public Works (EPW) Committee released its transportation authorization bill, the MAP-21 Reauthorization Act, a six year, $262 billion successor bill to MAP-21. Because the EPW Committee has principal jurisdiction over highways, this bill addresses primarily highway related issues, including the federal freight program and Projects of National or Regional Significance (PNRS). Transit, safety, funding and other components to the bill will be written in the Senate Commerce, Banking and Finance committees later this year. The MAP-21 Reauthorization Act allows the total Federal Highway Administration (FHWA) mandatory budget to grow at an average rate of 1.9 percent per year for six years; the funding apportioned via formula would grow at a slightly faster average rate of 2 percent per year. It is estimated that in order to pay for this bill, approximately $16 billion per year of additional revenues will need to be deposited into the Highway Trust Fund (HTF) ($96 billion total). If these funds are not identified either through spending cuts or revenue increases, EPW could shorten the term of the bill accordingly based upon how deficient of funding in the HTF.

Authorizations: The bill authorizes an average of $43.6 billion per year from the Highway Account of the HTF over a six-year period from 2015-2022, and authorizes the potential appropriation from the general fund of an additional average $504 million per year for the same period. A new freight formula program would be created starting in 2016 averaging $1 billion per year over 5 years, with most allocated programs being frozen at 2014 levels. The bill provides $400 million per year for the PNRS program.

ii. Senate Appropriations Update: On June 3, 2014, the Transportation, Housing and Urban Development (THUD) subcommittee of the Senate Appropriations Committee advanced by voice vote a $54.4 billion fiscal 2015 Transportation-HUD spending bill, establishing a funding level $2.4 billion higher than the House version. The bill exceeds the President’s $51 billion request, the fiscal 2014 enacted level and the House Appropriation Committee’s $52 billion bill (HR 4745). Notably, the bill includes $550 million to fund the Department of Transportation’s TIGER grant program, a $50 million reduction over the current year’s level. The House bill, by contrast, had cut the program’s funding to $100 million and restricted the money for road, bridge, and freight rail and port projects. The bill also includes funding to improve the safety of crude oil shipments that move by freight rail. Another $3 million would be directed to automated track inspections to make sure the 14,000 miles of tracks used by crude oil shipments are properly maintained. The bill provides $11.1 billion for transit programs, which is $310 million above the fiscal 2014 level, but $6.6 billion below the administration’s request. However the president’s budget assumed passage of a new transportation authorization, which would fund transit programs rather than the appropriations process. The transit total includes a significantly larger appropriation for the Federal Transit Administration’s Capital Investment Grants account (a.k.a. new starts and small starts) at $2.163 billion - $472 million more than the House bill. According to the committee, this extra new start money should be able to start new rail and Bus Rapid Transit (BRT) capacity projects in California, Maryland, North Carolina, Florida, Texas and other states. The bill also includes $15.9 billion for the Federal Aviation Administration, $126 million above the
current fiscal year and $580 million above the president’s request. The National Highway Traffic Safety Administration would receive $834 million, a $15 million bump up from the current funding level and $17 million less than the budget request. With respect to HTF funding, Subcommittee Chairman Patty Murray (D WA) confirmed that the bill leaves it up to the authorizing committees to find a way to maintain the Highway Trust Fund, which is expected to run short of funding in July.

b. State Level

i. Local Government/Redevelopment Agencies: The winding down of the state’s former redevelopment agencies (RDAs) continues to be a priority for the Administration. Chapter 5, Statutes of 2011 (ABx1 26), eliminated the state’s approximately 400 RDAs and replaced them with locally organized successor agencies that are tasked with retiring the former RDAs’ outstanding debts and other legal obligations. The elimination of RDAs allows local governments to protect core public services by returning property tax money to cities, counties, special districts, and K-14 schools. In 2011-12 and 2012-13 combined, approximately $620 million was returned to cities, $875 million to counties, and $310 million to special districts. The May Revision estimates that cities will receive an additional $541 million in general purpose revenues in 2013-14 and 2014-15 combined, with counties receiving $662 million and special districts $209 million. It is estimated that additional ongoing property tax revenues of more than $700 million annually will be distributed to cities, counties, and special districts by 2016-17. In 2011-12 and 2012-13 combined, approximately $2.2 billion was returned to K-14 schools. The May Revision estimates that Proposition 98 General Fund savings resulting from the dissolution of RDAs will be $1.1 billion in 2013-14. For 2014-15, Proposition 98 General Fund savings are estimated to be $811 million. On an ongoing basis, Proposition 98 General Fund savings are estimated to be $1 billion by 2016-17.

ii. Cap-and-Trade: On June 3, 2014, the Senate Committee on Budget and Fiscal Review held an informational hearing on the Senate’s proposed long term plan for expenditure of cap-and-trade auction revenues. This is the plan announced by Senate President pro Tempore Emeritus Darrell Steinberg (D-Sacramento) and reported to the Regional Council last month. This plan would allocate funds in the following percentages with projects selected via competitive process based on greenhouse gas emissions reduction performance where applicable:

- Transit (25 percent);
- Affordable Housing and Sustainable Communities (at least 20 percent);
- Low Carbon Transportation (15 percent);
- Energy (13 percent);
- Natural Resources and Waste Diversion (7 percent);
- High-Speed Rail (15 percent);
- Inter-City Rail (5 percent).

The Assembly cap-and-trade investment plan, outlined by the Assembly Budget Subcommittee No. 3 at hearing on May 22, 2014, calls for $400 million for allocation to state departments that are undertaking Greenhouse Gas Reduction Activities though a competitive process administered by the Strategic Growth Council (SGC). These funds can be used to fund energy efficiency upgrades to State and public buildings through a revolving fund loans for public buildings, High Speed Rail construction, intercity rail, fire prevention and urban forestry, waste diversion, reducing agricultural waste, wetland
restoration, and other activities. These funds must allocate at least 25 percent of total funding to disadvantaged communities, as defined by the SGC.
The following is a summary of the California Department of Transportation, District 11 report for the Imperial County Transportation Commission (ICTC) meeting of June 25, 2014:

1. Project Updates
   
   **SR-186 Sidewalk/Landscape Project at Andrade:**
   Construction started in March, 2014
   Complete Construction, October 2014

   **Dogwood Project:**
   Bid Open, June 26, 2014
   Award, August 2014
   Start Construction, October 2014
   Complete Construction, June 2016

   **Signal Project at SR-86/Center Street (City of Westmorland):**
   Advertise, July 2014
   Award, August 2014
   Start Construction, September 2014
   Complete Construction, November 2014

   **El Centro Maintenance Station:**
   Contract Approved April 30, 2014

   **SR-111 Rest Area Project:**
   Caltrans started Project Initiation Document (PID) for the SR-111 rest area. The environmental process will consider the option of closing the rest area after performing a benefit/cost analysis for keeping the facility open. Caltrans will coordinate with the County and City of Calipatria during the process. PID to be complete in Fall 2014.
Project Updates (continued)

I-8/Imperial Avenue Interchange:
Caltrans has received funding to move forward on reconstructing this interchange. The $39 million project is funded through the State’s Transportation Improvement Program. Design will begin in summer 2014, followed by right of way, with a two year construction phase possible in 2017.

SR-7 Continuous Reinforced Concrete Pavement (CRCP) Project:
From the Calexico East Port of Entry to SR-98
Design Completed, May 2014
HQ Advertise, August 2014
HQ Award, October 2014
Construction Contract Acceptance, March 2016

I-8 CRCP Pavement Project:
Three projects on I-8 at various locations to replace concrete pavement with long-life pavement. Traffic will be detoured as necessary to complete work.
Project Initiation Document Approved, May 29, 2014
Design Complete, April 2015
HQ Advertisement, September 2015
HQ Award, October 2015
Construction Begins, Late 2015

SR-111 Pavement Rehabilitation Project:
Caltrans recently completed work on a pavement rehabilitation project on SR-111 in the area from Niland to north of Bombay Beach. An additional project will begin shortly which will extend to the Imperial/Riverside County line.

Brawley Bypass Landscape Mitigation Project:
HQ Advertisement, July 2014
HQ Award, September 2014
Contract Acceptance, December 2018

Dogwood Landscape Project:
Design Complete, December 2015
HQ Advertise, April 2016
HQ Award, June 2016
Contract Acceptance, June 2018

2. Local Assistance:

Active Transportation Program
The ATP application deadline was May 21, 2014. It is anticipated that the CTC will adopt the successful Statewide applicants at the August 20, 2014 meeting. Unsuccessful applicants will be included in a region-wide competition through the large Metropolitan Planning Organizations (MPOs) for their consideration.

A total of 767 applications were submitted Statewide, with District 11 receiving 66 applications. Local agencies in Imperial County submitted ten applications with SCAG
Local Assistance (continued)

submitting one covering their entire six county region. These applications are currently being reviewed by Caltrans staff. They will then be ranked with Headquarters making the final determination on project awards. Projects included both infrastructure improvements and non-infrastructure; such as awareness and safety campaign programs.

Highway Safety Improvement Program (HSIP)
Caltrans expects the next HSIP Call-for-Projects (Cycle 7) to be announced in Spring of 2015. Local agencies are encouraged to begin analyzing the safety of their roadway network early in the process to be fully prepared for Cycle 7. In order to be eligible to apply for the new HSIP funding, agencies are required to first clear all flags on projects from previous cycles:

Every Day Counts (EDC)
The HSIP funds can be used to remedy unsafe pavement conditions by the application of technologies such as High Friction Surface Treatments (HFST) at intersections or other locations with high frequency of crashes. The elimination of roadside hazards, installation of rumble strips and other warning devices at locations with high crash potential, operational improvements on high risk rural roads, and geometric improvements that improve safety are also eligible strategies under the HSIP program.

An EDC webinar has been developed to present information on HFST and instruct ways in which the technology could assist in improving safety at appropriate locations in your jurisdictions. Please join FHWA, Caltrans, and the California Local Technical Assistance Program Center for a presentation on HFSTs via a live (in person) webinar on June 26, 2014 from 11:00 a.m. to 1:00 p.m. at the Caltrans District 11 Garcia Conference Room.

3. SR-78 Parallel Dike:
The dike repair work is complete and ready for the upcoming monsoon season. The Caltrans Maintenance Department cost was nearly $20,000 with the monitoring and relocation services for the Flat Tailed Horn Lizard being contracted out to a private firm at a cost of $11,500.

4. Mile Marker : A Caltrans Performance Report:
In January 2014, the first quarterly edition of the "Mile Marker: A Caltrans Performance Report" was released by the California Department of Transportation Director, Malcolm Dougherty. This document is a plain-spoken, multimedia accounting of Caltrans and is considered a reform reporting style by raising the bar on transparency and accountability. It provides one location for our customers - the residents of California, to read about ongoing efforts and improvements in the department. Attached for your perusal is a copy. Caltrans looks forward to your comments and suggestions.
ROADWAY IMPROVEMENT
The project calls for repaving State Route 7 (SR-7) about seven miles east of Calexico and a half mile north of the Mexico border to State Route 98 (SR-98) in Imperial County. The asphalt concrete will be removed and replaced with a more durable Continuously Reinforced Concrete Pavement (CRCP). Main lanes and shoulders will be replaced with CRCP giving them long service life and requiring minimal future maintenance. The metal beam guardrail will be upgraded.

CONSTRUCTION
The repaving work is proposed in four stages. Stage 1 and 2 will repave northbound SR-7 and are expected to take up to seven months to complete.

Stage 3 will repave southbound SR-7 and is expected to take up to four months to complete.

All of this work will be done during daylight hours. Traffic will be routed to one northbound lane and two southbound lanes during stages 1-3.

Stage 4 will repave the SR-98/SR-7 intersection and is expected to take up to a week to complete. Full closure of the intersection is planned at night to minimize impacts to motorists. Detour signs will be posted ahead of time to alert drivers.

SCHEDULE/FUNDING
The project will begin this fall and will be completed in late 2015. The $11.4 million project is funded through state and federal funds.
A. MOU BETWEEN ICTC AND SCAG FOR A SAFE ROUTES TO SCHOOL REGIONAL PLAN
June 20, 2014

Lawrence D. Ritchie
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Memorandum of Understanding (MOU) between the Imperial County Transportation Commission (ICTC) Southern California Association of Governments (SCAG) for a Safe Routes to School Regional Plan

Dear Commission Members:

The Imperial County Transportation Commission (ICTC) was awarded a Community Based Transportation Planning Grant (CBTP) from Caltrans to develop a Safe Routes to School (SRTS) Regional Masterplan. To provide local match ICTC concurrently applied for a Southern California Association of Governments (SCAG) Sustainability Grant, and was awarded. SCAG will serve as the administrative agency handling the procurement of the project and ICTC will work with the selected consultant to carry out the day to day work in cooperation with SCAG. The attached memorandum of understanding establishes the roles and responsibilities between SCAG and ICTC required for administration and completion of the project. ICTC will contribute staff time as the in-kind match contribution. Funding summary for the project is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Funds</td>
<td>$175,000</td>
</tr>
<tr>
<td>Local Match</td>
<td>$14,000</td>
</tr>
<tr>
<td>In-Kind Contributions</td>
<td>$4,375</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$193,375</td>
</tr>
</tbody>
</table>

The SRTS Masterplan will create a living document which will be used as a tool to guide future SRTS efforts for the region. The plan will identify and prioritize schools and areas near schools in need of necessary infrastructure to improve walkability and bike pathways for the benefits of students. The creation of a Region Wide Safe Routes to School plan will increase the safety and mobility of our students, while also improving their health and providing improved infrastructure which promotes safe alternatives for students to walk and bike to school. The plan will also identify non-infrastructure programs and projects which local schools and agencies can utilize to successfully apply for SRTS and Active Transportation (ATP) funding.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the Memorandum of Understanding between Imperial County Transportation Commission and Southern California Association of Governments for the Safe Routes to School Regional Masterplan.

Sincerely,

MARK BAZA
Executive Director

MB/ds

Attachments
MEMORANDUM OF UNDERSTANDING
No. M-012-14-00

BETWEEN
IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC) AND
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS FOR
THE IMPERIAL COUNTY SAFE ROUTES TO SCHOOL REGIONAL MASTER
PLAN PROJECT
(FTA No: 74A0740
(SCAG Project No: 800-0160.12)

This Memorandum of Understanding ("MOU") is by and between the Imperial County Transportation Commission ("ICTC") and the Southern California Association of Governments ("SCAG") for the Imperial County Safe Routes to School Regional Master Plan, subsequently herein referred to as “Project.” SCAG and ICTC may be collectively referred to herein as “Parties.”

RECITALS

WHEREAS, the California Department of Transportation ("Caltrans") awarded to ICTC, pursuant to State Budget Act Line Item 2660-102-0042T, a Community Based Transportation Planning Grant ("State Grant") in the amount of $175,000 for this Project;

WHEREAS, ICTC programmed the total project amount of $189,000, including $14,000 in cash match commitments, into their applicable Overall Work Program ("OWP") for the Project;

WHEREAS, SCAG, as the sub-recipient of State Funds under this Agreement, intends to award a contract to a consultant(s) ("Consultant") in the not to exceed amount of $189,000 to perform work for the Project as set forth in the Scope of Work;

WHEREAS, SCAG will provide a Local Cash Match in the total amount of $14,000 for the Project;

WHEREAS, ICTC will provide Local In-Kind Match of $4,375 for the Project and agrees to be responsible for reporting related information to Caltrans in accordance with the State Grant requirements;

WHEREAS, performance by the selected Consultant and SCAG will begin on the dates indicated herein and is planned to continue through February 27, 2016;

WHEREAS, ICTC’s designated project manager, in coordination with SCAG’s designated project manager, will ensure that the Scope of Work is performed by the selected Consultant;
WHEREAS, the selected Consultant shall not begin work on the Project until SCAG issues a Notice to Proceed;

WHEREAS, all obligations of SCAG under this MOU are subject to the availability of State Grant funds; and

WHEREAS, this MOU shall supersede and replace any previous agreements between SCAG and ICTC related to the Project described herein.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. **MOU**

   This MOU is comprised of these terms and conditions and any attached Exhibits. This MOU may be amended only by written agreement between ICTC and SCAG.

2. **Definitions**

   a. “Scope of Work” shall mean the document that describes the Project and the Services to be performed by SCAG’s Consultant in connection with the Project. The Scope of Work is attached hereto as **Exhibit A** and incorporated herein by this reference.

   b. “Project Schedule and Funding Chart” shall mean that document which sets forth the estimated time for completion and funding for the Project. The Project Schedule and Funding Chart is attached hereto as **Exhibit B** and incorporated herein by this reference.

   c. “Fund Transfer Agreement” (“FTA”) shall mean the agreement between the California Department of Transportation and the ICTC conveying State grant funds for the Project. The FTA is attached hereto as **Exhibit C** and incorporated herein by this reference.

3. **Scope of Work**

   a. SCAG shall obtain through competitive procurement and consistent with applicable requirements, the Services of a Consultant to perform work for the Project as set forth in **Exhibit A**, and the Project Schedule and Funding Chart, attached hereto and subsequently herein referred to as **Exhibit B**, for the not to exceed amount of $189,000, subject to the execution of a valid, enforceable contract between SCAG and its Consultant. In the event of a conflict amongst this MOU, the Scope of Work, and the FTA, the Scope shall take precedence over the MOU and the FTA shall take precedence over both.
b. Both Parties’ Project Managers shall be provided with copies of all draft and final working documents as soon as available from the Consultant.

c. Both Parties’ Project Managers shall have equal access to all information and materials generated by the Consultant in the performance of the project.

4. **Term**

The Term of this MOU shall begin on the Effective Date of the MOU and continue until February 27, 2016, hereinafter referred to as the “Completion Date,” unless terminated earlier as provided herein.

5. **Program Management**

a. All work under this MOU shall be coordinated with SCAG and ICTC through the respective Project Managers.

1) For purposes of this MOU, SCAG designates the following Project Manager:

   Alan Thompson  
   Active Transportation Coordinator  
   818 W. 7th Street, 12th Floor  
   Los Angeles, CA 90017  
   Thompson@scag.ca.gov

   SCAG reserves the right to change this designation upon written notice to ICTC.

2) For purposes of this MOU, ICTC designates the following individual as its Project Manager:

   David Salgado  
   Imperial County Transportation Commission  
   (760) 592-4494  
   davidsalgado@imperialctc.org

   ICTC reserves the right to change this designation upon written notice to SCAG.

b. ICTC shall maintain final approval authority of all Consultant invoices related to this MOU.
6. **Funding**

a. ICTC shall reimburse SCAG up to the maximum amount of $189,000 for Services provided by SCAG’s Consultant for the Project as set forth under Section 3 of this MOU.

b. SCAG shall provide the required Local Cash Match commitment of $14,000 to ICTC within five (5) working days from the Effective Date of this Agreement. ICTC shall in turn reimburse SCAG for performance of Services provided by SCAG’s Consultant under this Agreement, utilizing State Funds and SCAG’s Cash Match Contribution in accordance with Exhibits A and B.

c. Invoices from SCAG to ICTC shall be submitted monthly to:

   IMPERIAL COUNTY TRANSPORTATION COMMISSION  
   1405 N. Imperial Avenue, Suite 1  
   El Centro, CA 92243

d. Except as expressly provided herein, if any funds paid in advance by SCAG are unspent upon the completion or termination of this MOU, ICTC shall return such funds to SCAG.

e. It is mutually understood between the Parties that this MOU may have been written before ascertaining the availability of State Grant funds for the total value of this MOU, in order to avoid program and fiscal delays that would occur if the MOU were executed after that determination was made.

f. Cost reimbursement for the Project is subject to the inclusion and funding agency approval of this Project in ICTC’s OWP for each applicable fiscal year. ICTC reserves the right to terminate this MOU in accordance with Section 17 (Termination of MOU) and/or to amend this MOU to reflect any reduction in funds.

7. **Cost Principles**

a. SCAG agrees to comply with the following:

   1) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, “Cost Principles for State, Local, and Indian Tribal Governments),” shall be used to determine the acceptability of individual project cost items; and

8. **MOU Changes**

a. No alteration or deviation of the terms of this MOU shall be valid unless made in writing and properly executed by both Parties.

b. SCAG may request, at any time, amendments to this MOU and will notify the ICTC regarding such changes. Within ten (10) calendar days from the date of the written notice, ICTC shall notify SCAG of the impact of such changes on the Scope of Work, schedule, and budget. Upon agreement between the Parties as to the required changes, an amendment to this MOU shall be prepared regarding the same. If the parties are unable to reach an agreement regarding the changes requested by SCAG, the Parties may terminate this MOU in accordance with the provisions set forth in Section 17(a) of this MOU.

9. **Notices**

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG:

Alan Thompson
Active Transportation Coordinator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017

To ICTC:

David Salgado
Imperial County Transportation Commission
1405 N. Imperial Avenue, Suite 1
El Centro, CA 92243
Phone: (760) 592-4494
Fax: (760) 592-4497

10. **Hold Harmless**

a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, ICTC undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including ICTC’s employees and agents, or damage or destruction of any property of either
party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by ICTC or its employees and agents in connection with its activities under this MOU.

b. Except for the negligence or willful misconduct of ICTC and any of its directors, officers, agents, employees, assigns, and successors in interest, SCAG undertakes and agrees to defend, indemnify, and hold harmless ICTC and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by SCAG or its employees and agents in connection with its activities under this MOU.

11. Records Retention and Audits

a. ICTC shall maintain all source documents, books and records connected with the Project under this MOU and each annual ICTC OWP for a minimum of four (4) years from the date audit resolution is achieved for each annual ICTC OWP, and shall make all supporting information available for inspection and audit by representatives of SCAG, the State, the Bureaus of State Audits, or the Federal Government upon request. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.

b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU, including procurement of the Consultant and all Services performed, for a minimum of four (4) years, and shall make all supporting information available for inspection and audit by representatives of ICTC, the State, the Bureaus of State Audits, or the Federal Government upon request. Copies shall be made and furnished by ICTC upon request at no cost to ICTC.

c. If applicable, SCAG agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by SCAG in compliance with Office of Management and Budget Circular A-133.

d. Neither the pendency of a dispute nor its consideration by ICTC or the State shall excuse SCAG from full and timely performance in accordance with the terms of this MOU.
12. **Equal Employment Opportunity/Nondiscrimination**

a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.

c. The Parties shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

d. **Noncompliance:** In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.

e. If required by DOT, additional or alternate sanctions for noncompliance may be imposed.

13. **Conflict of Interest**

The Parties shall comply with Federal and State conflict of interest laws, regulations and policies.

14. **Independent Contractor**

SCAG and its officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of ICTC.

15. **Disputes**

The Parties agree to submit any disputes arising under this MOU to neutral mediation before resorting to litigation.
16. **Noncompliance**

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated in accordance with Section 17.

17. **Termination of MOU**

a. **Termination for Convenience.** Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.

b. **Termination for Cause.** If through any cause, ICTC or SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if ICTC or SCAG violates any of the covenants, agreements, or stipulations of this MOU, the other party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the other party of the intent to terminate and specifying the effective date thereof. The parties shall provide a reasonable opportunity for the other party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In such event, all finished or unfinished documents and other materials as described in the MOU shall be returned.

18. **Non-Assignment**

a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU. Any assignment without such written consent shall be void and unenforceable.

b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon each of the Parties and their respective successors and assignees.

19. **Severability**

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

20. **Jurisdiction and Venue**

This MOU shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. Both Parties
hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

21. **Waiver**

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party’s right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

22. **Effective Date**

The Effective Date of this MOU shall mean the date (meaning the last date indicated below) that the Parties have fully executed this MOU.

23. **Entire MOU**

This MOU, including the attached Exhibits A through C, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

[Signatures on Following Page]
SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING NO.
M-012-14-00

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

IMPERIAL COUNTY TRANSPORTATION COMMISSION

By: _______________________________________________ ____________________
Mark Baza ____________________
Executive Director

APPROVED AS TO FORM:

By: _______________________________________________ ____________________
Raquel M. Young ____________________
Deputy County Counsel

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By: _______________________________________________ ____________________
Justine Block ____________________
Deputy Legal Counsel

APPROVED AS TO FORM:

By: _______________________________________________ ____________________
EXHIBIT A
The Imperial County Transportation Commission (ICTC) in partnership with the Imperial County Public Health Department, local agency planning and engineering staff, local law enforcement, fire safety, and the Southern California Association of Governments (SCAG), have determined the creation of a region wide Safe Routes to School plan will increase the safety and mobility of our students, while also improving their health and providing improved infrastructure which promotes safe alternatives for students to walk or bike to school.

This study will create an Imperial County Safe Routes to School Regional Master Plan, including developing, assessing, and prioritizing current school sites infrastructure, identifying travel paths and statistics and estimating costs and financial feasibility.

SCOPE OF WORK

TASK 1: Project Coordination

1.1 Project Kick-Off Meeting: ICTC will hold a kick off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.

1.2 Project Consultant Selection Process: SCAG will publicly release and distribute a Request For Proposals (RFP) for a qualified consultant to be selected to create and develop a Regional Safe Routes to School Masterplan. The selected consultant will be tasked with creating a plan for the development of the masterplan to include public outreach with numerous stakeholders, identify alternative funding, prioritize schools of need, and incorporate any other relevant planning studies, maps, and statistics relative to the creation of a SRTS Masterplan such as school demographics.

1.3 Project Implementation Plan: The consultant shall develop a Project Implementation Plan (PIP) to include a work plan and schedule that shall identify key project personnel, coordination of work plan activities and subconsultant teams, and an integrated approach to managing the work effort to control schedule, budget and project quality. The consultant shall submit the PIP to the ICTC project managers within 14 days of the issuance of a Notice to Proceed (NTP), for review and approval. The work plan developed as constituent part of the PIP shall include procedures for tracking project schedule and budget adherence, document control, communications, project resource management, and quality assurance/quality control.

1.4 Project Schedule: The consultant shall develop, manage, and maintain the project schedule. This schedule shall include all activities, start dates, durations, submittal dates, and task dependencies. The schedule shall be monitored and maintained via a critical path Gantt Chart to be updated monthly, and presented to the SCAG and ICTC project managers. The project shall be maintained with Microsoft Project, or a similar project management software application.

1.5 Project Team Coordination: The consultant shall conduct bimonthly project team meetings including the ICTC project manager, and relevant stakeholders. The consultant will prepare all agendas, minutes, action item lists, and other materials for these meetings, and is responsible for emailing all written materials to all project team members no later than forty eight (48) hours before the meeting. SCAG’s video conferencing facilities will be made available, upon request, in El Centro and Los Angeles to facilitate the team meetings.
Schedule: Project team meetings every other month over a 15 month life of project.

**TASK 2 – Collect and Review Existing Data and Identify Project Area**

2.1 Consultant shall prepare several study area maps and obtain aerial photographs of the study area through available sources including internet sources, i.e. Google Earth, ESRI, or other mapping computer programs. The maps should be complimentary to the Imperial County School District boundaries and relative demographic data. Other current maps relative to the Study Area Map, such as bike ped plans, the Imperial County Bike Master Plan, the City of Brawley Non-Motorized Transportation Plan, and others, are to be incorporated into the Study Area maps.

2.2 Consultant shall collect and review comparable counties existing Safe Routes to Schools plans to identify best practices. The consultant shall collect appropriate data to be used in defining existing SRTS plans, so as not to duplicate efforts, with an emphasis on California self-help counties with voter-approved transportation sales tax measures.

2.3 The data collection shall include an inventory of facilities and required data meeting SRTS requirements for each of Imperial County jurisdiction. The local jurisdictions in the study area will have an opportunity to provide complimenting data and plans for the purposes of strengthening the regional plan. As a result the consultant shall provide a technical memorandum summarizing the SRTS plan review.

Schedule: Three months after Notice to Proceed (NTP)

**TASK 3 – Public Participation and Stakeholder Outreach**

3.1 Consultant shall develop a Public Outreach Plan and schedule in partnership with key stakeholders and project partners. The consultant shall consider the participation of the Imperial County Public Health Department, Imperial County Office of Education, and Southern California Association of Governments (SCAG) in addition to local stakeholders, jurisdictions, and agencies.

3.2 The Public Outreach Plan shall identify stakeholders and include development of flyers, media releases, fact sheet(s), meeting schedule and other materials in print and electronic media.

3.3 Consultant shall develop and conduct a statistically valid bilingual (Spanish and English) survey for information gathering within the community and local schools. The target audience is current students who walk or bike to school as well as those who don’t. The goal for surveys is 25% of all students. The surveys will be conducted on site at the discretion of the school’s administrators. The survey will include some measures of origin and destination. Consultant will provide the results of the survey in a technical memorandum format.

3.4 Consultant shall conduct two (2) public workshops within the County: one kick-off meeting and one to discuss preliminary findings. Consultant shall give one (1) presentation at a public hearing at the Imperial County Transportation Commission meeting to discuss findings/alternatives.

3.5 The public and stakeholder input received over the course of the study, including at the public workshops and public hearing, will be documented in a summary report.

3.6 Consultant shall conduct one final meeting at the regularly scheduled monthly ICTC meeting, which is a
meeting open to the public.

3.7 Consultant shall present Final Report to ICTC Management Committee and Board.

Schedule: Nine months after NTP

**TASK 4 – Needs Assessment**

4.1 Consultant shall develop a pedestrian demand and needs assessment as it relates to Safe Routes to Schools. Consultant shall utilize the findings of Tasks 2 and 3 and existing available data to complete the needs assessment. The assessment shall also consider employment and residential density, and the existing and planned transit network including bus and rail stops/stations.

4.2 The analysis shall include a mapping of pedestrian collision histories and using existing available data. Consultant shall utilize existing SRTS plans and efforts from local jurisdictions and work with the Imperial County Office of Education to obtain available mapping of school sites. Consultant shall analyze needs and opportunities for urban and rural schools based on land use and access considerations.

Schedule: 12 months after NTP

**TASK 5 – Regional Connectivity, Policies, and Programs**

5.1 Consultant shall recommend performance criteria and other measures as applicable to define regionally significant SRTS projects. ICTC will review and approve the recommended criteria.

5.2 Consultant shall use the approved criteria to develop regional priority project list, programs and policies that support the SRTS Master Plan.

Schedule: 14 months after Notice to Proceed (NTP)

**TASK 6 – Financial Strategy and Implementation Schedule**

6.1 Consultant shall complete an implementation strategy that includes a list of proposed projects by jurisdiction, project scope, cost, timeline, and funding strategies to support the recommendations. The funding strategy shall take into consideration local, state and federal transportation grant programs, and identification of opportunities to integrate pedestrian projects into larger-scale infrastructure projects.

6.2 Consultant shall prepare a project summary sheet with identification of the transportation demand management benefit of the proposed project, narrative discussion supporting project justification, and summary of project details including facility type, cost and implementation requirements.

Schedule: 14 months after Notice to Proceed (NTP)
**TASK 7 – Draft and Final Plan**

7.1 Based on comments received from project partners, stakeholders, the public and the integration of the deliverables from tasks 2 through 6, the Consultant shall complete a Draft Plan. At a minimum, the plan shall include an executive summary of findings, summary of existing and proposed projects, a regional SRTS map; and an overview of the project implementation schedule and plan.

7.2 As part of the Public Outreach Plan, an overview of the Draft Plan will be presented to the ICTC Management Committee and Board.

7.3 The Final Draft Plan shall be completed by incorporating comments received from the initial ICTC Management and Board review.

7.4 The Final Draft Plan will be presented to the ICTC Management Committee and Board for approval as a Final Report. All maps must be GIS compatible. All maps and final reports will be property of ICTC. Consultant to provide meeting summary.

**Schedule:** 15 months after Notice to Proceed (NTP)

**Task 8 – Fiscal Management**

8.1 Invoicing (Report Payment Schedule, Monthly Progress Reports, Accounting, and Invoicing): The Consultant shall submit to ICTC’s Project Manager, for approval, the payment schedule which lists the milestone/deliverable to be completed, the dollar amount for each milestone/deliverable, and a schedule indicating when each milestone/deliverable shall be completed.

The Consultant shall submit an invoice(s) in a format to be approved by the ICTC Project Manager and in accordance with the PIP. The invoices shall be submitted the first week of each month for the preceding month.

8.2 Reports – The Consultant shall submit monthly progress reports. The report shall be submitted the first week of each month for the preceding month. The progress narrative shall document progress from the first day of the month through the last day of the month. The monthly progress report shall be submitted in hard copy and electronically, both in a format acceptable to ICTC.

Each monthly progress report shall include the following: summary; progress narrative and description of the tasks completed; project schedule describing the percentage of each task/deliverable/milestone completed; summary report of all costs incurred per task/milestone; schedule and schedule tracking narrative; list of deliverable items; management issues, including status and action items, and any corrective actions if necessary; a statement of resolution or action for resolution of identified problems that were encountered during the month; 30-day look-ahead.

The quarterly reports will be completed by ICTC and submitted to Caltrans.
EXHIBIT B
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**TOTALS**

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EXHIBIT C
FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the Imperial County Transportation Commission, herein after referred to as AGENCY, will commence on February 28, 2014, or approval by CALTRANS, whichever occurs later. This FTA is of no effect unless approved by CALTRANS. Agency shall not receive payment for work performed prior to approval of the FTA and before receipt of notice to proceed by the CALTRANS Contract Manager. This FTA shall expire on February 27, 2016.

RECITALS

1. Under this FTA, CALTRANS is conveying State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY.

2. AGENCY has agreed to implement the "Imperial County Safe Routes to School Regional Master Plan", hereinafter the Project, subject to the terms and conditions of this FTA. The Scope of Work and Project Timeline for the "Imperial County Safe Routes to School Regional Master Plan" is attached hereto as Attachment II.

3. The resolution authorizing AGENCY to execute this FTA pertaining to the above described Project is attached hereto as Attachment I.

4. All services performed by AGENCY pursuant to this FTA are intended to be performed in accordance with all applicable State and AGENCY laws, ordinances, regulations, and CALTRANS published manuals, policies, and procedures. In case of conflict between State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be State and AGENCY laws and regulations respectively.

5. Project funding is as follows:

<table>
<thead>
<tr>
<th>FUND TITLE</th>
<th>FUND SOURCE</th>
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<td>SHA</td>
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6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to AG Opinions: 58 Ops. AG 586 (1974), 63 Ops. AG 290 (1980), 74 Ops AG 10 (1991), and 88 Ops AG 56.
SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in Attachment II within the project budget and in accordance with the provisions of this FTA.

SECTION II

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, AGENCY and CALTRANS agree as follows:

1. Notification of Parties

   a. AGENCY’s Project Manager is Mark Baza (760) 592-4494.

   b. CALTRANS’ Contract Manager is Mike Pickford (619) 688-2510.

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

      Imperial County Transportations Commission
      Attention: Mark Baza, Project Manager
      1405 N Imperial Ave, Suite I
      El Centro, CA 92243
      markbaza@imperialctc.org

      California Department of Transportation
      D11, Division of Planning
      Attention: Mike Pickford, Contract Manager
      4050 Taylor, St
      San Diego, CA 92110

2. Period of Performance

   a. Reimbursable work under this FTA shall begin no earlier than on February 28, 2014, contingent upon the approval by CALTRANS and receipt of the Notice to Proceed letter of this FTA by the CALTRANS Contract Manager, and will expire on February 27, 2016.
b. AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by the CALTRANS’ Contract Manager.

3. Changes in Terms/Amendments

This FTA may only be amended or modified by mutual written agreement of the parties.

4. Cost Limitation

a. The total amount reimbursable to AGENCY pursuant to this FTA by CALTRANS shall not exceed $175,000.00.

b. It is agreed and understood that this FTA fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager at or below that fund limitation established hereinafter.

5. Termination

a. CALTRANS reserves the right to terminate this FTA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this FTA.

b. In the event of termination for convenience, CALTRANS will reimburse AGENCY for all allowable, authorized and non-cancelled costs up to the date of termination.

c. AGENCY has sixty (60) days after the Termination Date to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this FTA. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

6. Budget Contingency Clause

a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this FTA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CALTRANS shall have no liability to pay any funds whatsoever to AGENCY or to furnish any other considerations under this Agreement and AGENCY shall not be obligated to perform any provisions of this FTA.

b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, CALTRANS shall have the option to either
terminate this Agreement with no liability occurring to CALTRANS, or offer a FTA Amendment to AGENCY to reflect the reduced amount.

7. **Payment and Invoicing**

   a. The method of payment for this FTA will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by AGENCY in performance of the Project work. Indirect costs are reimbursable only if the AGENCY has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in Section II - Cost Principals, Item 9 d. The total cost shall not exceed the cost reimbursement limitation set forth in Section II - Cost Limitations, Item 4. a. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment II without an amendment to this FTA, as agreed between CALTRANS and AGENCY.

   b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the Project work. AGENCY must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this FTA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.

   c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its sub- recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: [http://www.dot.ca.gov/hr/asc/travel/ap_b/bu1.htm](http://www.dot.ca.gov/hr/asc/travel/ap_b/bu1.htm)

   a. Also see website for summary of travel reimbursement rules.

   d. AGENCY shall submit invoices to CALTRANS at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in Attachment II to the satisfaction of the CALTRANS’ Contract Manager. Invoices shall reference this FTA Number and shall be signed and submitted to the CALTRANS’ Contract Manager at the following address, as stated in Section II - Notification of Parties, Item 1.c.

   e. Invoices shall include the following information:

   1) Names of the AGENCY personnel performing work
   2) Dates and times of project work
   3) Locations of project work
   4) Itemized costs as set forth in Attachment II, including identification of each employee or subcontractor staff that provided services during the period of the
invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.

5) AGENCY shall submit written progress reports with each set of invoices to allow the CALTRANS' Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

f. Incomplete or inaccurate invoices shall be returned to the AGENCY unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this FTA for material breach per Section II - Termination, Item 5.

g. CALTRANS will reimburse AGENCY for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of an itemized signed invoice.

h. The FTA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the FTA expires. AGENCY has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project’s Final Product(s) as defined in Attachment II and final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

8. Local Match Funds

a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this FTA.

b. AGENCY agrees to contribute the statutorily required local contribution of matching funds if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in Attachment II. AGENCY shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Environmental Justice and Community-Based Transportation Planning Handbook located at the Office of Community Planning website:
http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

9. Cost Principles

b. AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must prepare and submit annually to CALTRANS an Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. **Americans with Disabilities Act**

By signing this FTA, AGENCY assures CALTRANS that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. **Indemnification**

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon AGENCY under this FTA. It is understood and agreed that AGENCY, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of
liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or subcontractors under this FTA.

12. Non-Discrimination

a. During the performance of this FTA, AGENCY and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.

b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. Retention of Records/Audits

a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this FTA, CALTRANS will rely to the maximum extent possible on
any prior audit of AGENCY pursuant to the provisions of State and Agency law. In the absence of such an audit, any acceptable audit work performed by AGENCY’s external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

b. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of AGENCY’s contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY’s sub-recipients, contractors, subcontractors, and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under this FTA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.

c. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this FTA.

d. Additionally, all grants may be subject to a pre-award audit prior to execution of the FTA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

14. Disputes

a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer, who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be the CALTRANS’s final decision regarding the dispute.

b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the FTA.
15. Third-Party Contracts

a. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included in Attachment II as part of the identified Project work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures are consistent with the local AGENCY's laws, rules, and ordinances governing procurement. These procurements must also be consistent with all applicable provisions of state law requiring that the AGENCY obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 15, Third Party Contracts. The LAPM can be found and the following link:

http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1.

c. Any subcontract entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to AGENCY's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.

d. CALTRANS does not have a contractual relationship with the AGENCY's sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

e. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services exceeding five thousand dollars ($5,000). AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.

f. Any subcontract entered into by AGENCY as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section II - Payments and Invoicing, Item 7c.
16. **Drug-Free Workplace Certification**

By signing this FTA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.
2) The person's or organization's policy of maintaining a Drug-Free workplace;
3) Any available counseling, rehabilitation, and employee assistance programs.
4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.
2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and AGENCY may be ineligible for the award of any future state contracts if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) agency violates the certification by failing to carry out the requirements as noted above.

17. **Relationship of Parties**

It is expressly understood that this FTA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.
18. **State-Owned Data**

a. AGENCY agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify the CALTRANS Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. AGENCY agrees to use the State-owned data only for State purposes under this FTA.

c. AGENCY agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

19. **Project Close Out/Final Product**

a. AGENCY will provide four (4) copies and four (4) electronic versions of the Final Product(s) to the CALTRANS Contract Manager.
b. CALTRANS reserves the right to withhold final payment to AGENCY pending receipt of Final Product(s) to the CALTRANS Contract Manager.
SECTION III

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

I. AGENCY Resolution
II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

By: ________________________________
Title: Contract Officer
Date: 4/7/11

IMPERIAL COUNTY TRANSPORTATION COMMISSION

By: ________________________________
Title: Executive Director
Date: 4/7/14

By: ________________________________
Title: ________________________________
Date: ________________________________

By: ________________________________
Title: ________________________________
Date: ________________________________

By: ________________________________
Title: ________________________________
Date: ________________________________
RESOLUTION 032713-6B OF
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)

RESOLUTION OF THE IMPERIAL COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE IMPERIAL COUNTY TRANSPORTATION COMMISSION

WHEREAS, the California Department of Transportation (hereinafter referred to as “Caltrans”) has issued a Notice of Funding Availability (NOFA) for the Caltrans Community Based Transportation Planning Grant Program (CBTP) for Fiscal Year 2013-14; and

WHEREAS, the Imperial County Transportation Commission is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, the Imperial County Transportation Commission wishes to prepare a Safe Routes to Schools (SRTS) Regional Master Plan for walking and bicycling to school to increase health and safety; and

WHEREAS the Imperial County Transportation Commission wishes to authorize the Executive Director, or designee, to submit a grant application for $175,000 to Caltrans under the CBTP Grant Program for preparation of the SRTS Master Plan. The total project cost is $192,500, of which ICTC agrees to provide a local match of $17,500 (10%). The local match will be in the form of cash (at least 7.5%) and staff time or other in-kind contributions (up to 2.5%); and

WHEREAS, the Imperial County Transportation Commission wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Imperial County Transportation Commission, authorize the Executive Director, or designee, to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND ADOPTED this March 27, 2013.

By: [Signature]
Chairperson

ATTEST:
By: [Signature]
CRISTI LERMA
Secretary to the Commission
SCOPE OF WORK
Imperial County Safe Routes to School Regional Master Plan

INTRODUCTION:

The Imperial County Safe Routes to School Regional (SRTS) Master Plan will be used as a tool to promote and strengthen Safe Routes to School efforts region wide. The plan will also serve as a guide for future planning efforts as it will identify priorities in order to create and strengthen the current pedestrian and bicycling infrastructure used by students throughout the entire region. The prioritization of projects will allow investments to be focused in areas with greatest need, and in turn create a better return on those investments while improving the access, mobility, health and safety of students who currently utilize the pedestrian/bike network. The plan will assist the Imperial County Transportation Commission and member agencies in selecting projects for funding under current funding programs as well as making those projects more competitive for any funding which may come available in the future. In addition the plan will be utilized and integrated into any larger regional planning efforts in the future.

The Imperial County Transportation Commission (ICTC) in partnership with the Imperial County Public Health Department, local agency planning and engineering staff, local law enforcement, fire safety, and the Southern California Association of Governments (SCAG), have determined the creation of a region wide Safe Routes to School plan will increase the safety and mobility of our students, while also improving their health and providing improved infrastructure which promotes safe alternatives for students to walk or bike to school. The proposed master plan will also make the region more competitive in leveraging funds.

The below scope of work reflects the anticipated process and deliverables for the Imperial County Safe Routes to School Regional Master Plan.

RESPONSIBLE PARTIES:

The Imperial County Transportation Commission (ICTC), with the assistance of a consulting firm will perform this work. The Southern California Association of Governments (SCAG) will participate in the RFP and consultant selection process as well as contract administration in cooperation with ICTC. If awarded, SCAG would follow proper procurement procedures through a competitive RFP process. ICTC anticipates that the scope of work and cost estimate will not differ substantially and will not exceed the grant request amount.

OVERALL SCOPE PRODUCTS/OBJECTIVES:

This study will create an Imperial County Safe Routes to School Regional Master Plan, including developing, assessing, and prioritizing current school sites infrastructure, identifying travel paths and statistics and estimating costs and financial feasibility. Additionally, Caltrans will be a key stakeholder and will be invited to participate in all aspects of the planning process.
SCOPE OF WORK
TASK 1 – Project Initiation

1.1 Project Kick-Off Meeting: ICTC will hold a kick off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.
   • **Responsible Party: ICTC/SCAG**

1.2 Project Consultant Selection Process: SCAG will publicly release and distribute a Request For Proposals (RFP) for a qualified consultant to be selected to create and develop a Regional Safe Routes to School Masterplan. The selected consultant will be tasked with created a plan for the development of the masterplan to include public outreach with numerous stake holders, identify alternative funding, prioritize schools of need, and incorporate any other relevant planning studies, maps, and statistics relative to the creation of a SRTS Masterplan such as school demographics.
   • **Responsible Party: ICTC/SCAG**

1.3 Project Implementation Plan: The consultant shall develop a Project Implementation Plan (PIP) to include a work plan and schedule that shall identify key project personnel, coordination of work plan activities and subconsultant teams, and an integrated approach to managing the work effort to control schedule, budget and project quality. The consultant shall submit the PIP to the ICTC project managers within 14 days of the issuance of a Notice to Proceed (NTP), for review and approval. The work plan developed as constituent part of the PIP shall include procedures for tracking project schedule and budget adherence, document control, communications, project resource management, and quality assurance/quality control.
   • **Responsible Party: Consultant/ICTC/SCAG**

1.4 Project Schedule: The consultant shall develop, manage, and maintain the project schedule. This schedule shall include all activities, start dates, durations, submittal dates, and task dependencies. The schedule shall be monitored and maintained via a critical path Gantt Chart to be updated monthly, and presented to the SCAG and ICTC project managers. The project shall be maintained with Microsoft Project, or a similar project management software application.
   • **Responsible Party: Consultant**

1.5 Project Team Coordination: The consultant shall conduct bimonthly project team meetings including the ICTC project manager, and relevant stakeholders. The consultant will prepare all agendas, minutes, action item lists, and other materials for these meetings, and is responsible for emailing all written materials to all project team members no later than forty eight (48) hours before the meeting. SCAG’s video conferencing facilities will be made available, upon request, in El Centro and Los Angeles to facilitate the team meetings.
   • **Responsible Party: Consultant**
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<td>SCAG Procurement Procedures and Consultant selection and executed contract</td>
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<td>Project Implementation Plan</td>
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<td>1.4</td>
<td>Project Schedule</td>
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<td>1.5</td>
<td>Project Team Meeting Materials. This is to include project team minutes,</td>
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<tr>
<td></td>
<td>Agendas, and technical materials</td>
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</table>

**TASK 2 – Collect and Review Existing Data and Identify Project Area**

2.1 Consultant shall prepare several study area maps and obtain aerial photographs of the study area through available sources including internet sources, i.e. google earth, esri, or other mapping computer programs. The maps should be complimentary to the Imperial County School District boundaries and relative demographic data. Other current maps relative to the Study Area Map, such as bike ped plans, the Imperial County Bike Master Plan, the City of Brawley Non-Motorized Transportation Plan, and others, be incorporated into the Study Area maps.

- **Responsible Party: Consultant**

2.2 Consultant shall collect and review comparable counties existing Safe Routes to Schools plans to identify best practices. The consultant shall collect appropriate data to be used in defining existing SRTS plans, so as not to duplicate efforts, with an emphasis on California self-help counties with voter-approved transportation sales tax measures. An existing conditions report should be completed as a part of this task.

- **Responsible Party: Consultant**

2.3 The data collection shall include an inventory of facilities and required data meeting SRTS requirements for each of Imperial County jurisdiction. The local jurisdictions in the study area will have an opportunity to provide complimenting data and plans for the purposes of strengthening the regional plan. As a result the consultant shall provide a technical memorandum summarizing the SRTS plan review.

- **Responsible Party: Consultant**

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
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<tbody>
<tr>
<td>2.1</td>
<td>Study Area map</td>
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<td>2.2</td>
<td>Existing Conditions Report and project database (GIS) including: existing and</td>
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<tr>
<td></td>
<td>proposed SRTS plans for unincorporated and incorporated areas and SRTS priority</td>
</tr>
<tr>
<td></td>
<td>areas. Maps from various sources available via internet or other websites.</td>
</tr>
<tr>
<td>2.3</td>
<td>Technical Memorandum summarizing the results of the SRTS Plan review</td>
</tr>
</tbody>
</table>
TASK 3 – Public Participation and Stakeholder Outreach

3.1 Consultant shall develop a Public Outreach Plan and schedule in partnership with key stakeholders and project partners. The consultant shall consider the participation of the Imperial County Public Health Department, Imperial County Office of Education, and SCAG in addition to local stakeholders, jurisdictions, and agencies.
   - Responsible Party: Consultant

3.2 The Public Outreach Plan shall identify stakeholders and include development of flyers, media releases, fact sheet(s), meeting schedule and other materials in print and electronic media.
   - Responsible Party: Consultant

3.3 Consultant shall develop and conduct a statistically valid bilingual (Spanish and English) survey for information gathering within the community and local schools. The target audience is current students who walk or bike to school as well as those who don’t. The surveys will be conducted on site at the discretion of the school’s administrators. The survey will include some measures of origin and destination. Consultant will provide the results of the survey in a technical memorandum format.
   - Responsible Party: Consultant

3.4 Consultant shall conduct two (2) public workshops within the County: one kick-off meeting and one to discuss preliminary findings. Consultant shall give one (1) presentation at a public hearing at the Imperial County Transportation Commission meeting to discuss findings/alternatives.
   - Responsible Party: Consultant/ICTC

3.5 The public and stakeholder input received over the course of the study, including at the public workshops and public hearing, will be documented in a summary report.
   - Responsible Party: Consultant

3.6 Consultant shall conduct one final meeting at the regularly scheduled monthly ICTC meeting, which is a meeting open to the public.
   - Responsible Party: Consultant

3.7 ICTC staff shall present Final Report on stakeholder and public outreach efforts to ICTC Management Committee and ICTC Board.
   - Responsible Party: ICTC/SCAG
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<td>Fact sheet(s), flyers, media releases, meeting schedule and other materials in print and electronic format</td>
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<td>3.3</td>
<td>Technical Memorandum</td>
</tr>
<tr>
<td>3.4</td>
<td>Meeting Summaries</td>
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<td>3.5</td>
<td>Summary of Public Input Received</td>
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<tr>
<td>3.6</td>
<td>Meeting Summary and Technical Memorandum</td>
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<tr>
<td>3.7</td>
<td>Final Report</td>
</tr>
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</table>

**TASK 4 – Needs Assessment**

4.1 Consultant shall develop a pedestrian demand and needs assessment as it relates to Safe Routes to Schools. Consultant shall utilize the findings of Tasks 2 and 3 and existing available data to complete the needs assessment. The assessment shall also consider employment and residential density, and the existing and planned transit network including bus and rail stops/stations.

- **Responsible Party:** Consultant

4.2 The analysis shall include a mapping of pedestrian collision histories and using existing available data. Consultant shall utilize existing SRTS plans and efforts from local jurisdictions and work with the Imperial County Office of Education to obtain available mapping of school sites. Consultant shall analyze needs and opportunities for urban and rural schools based on land use and access considerations.

- **Responsible Party:** Consultant

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<td>School site GIS mapping and opportunity analysis</td>
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</table>

**TASK 5 – Regional Connectivity, Policies, and Programs**

5.1 Consultant shall recommend performance criteria and other measures as applicable to define regionally significant SRTS projects. ICTC will review and approve the recommended criteria.

- **Responsible Party:** Consultant

5.2 Consultant shall use the approved criteria to develop regional priority project list, programs and policies that support the SRTS Master Plan.

- **Responsible Party:** Consultant
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<th>Task</th>
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</tr>
<tr>
<td>5.2</td>
<td>Technical memorandum of regional priority project list spreadsheet and policy recommendations</td>
</tr>
</tbody>
</table>

**TASK 6 – Financial Strategy and Implementation Schedule**

6.1 Consultant shall complete an implementation strategy that includes a list of proposed projects by jurisdiction, project scope, cost, timeline, and funding strategies to support the recommendations. The funding strategy shall take into consideration local, state and federal transportation grant programs, and identification of opportunities to integrate pedestrian projects into larger-scale infrastructure projects.

- *Responsible Party: Consultant*

6.2 Consultant shall prepare a project summary sheet with identification of the transportation demand management benefit of the proposed project, narrative discussion supporting project justification, and summary of project details including facility type, cost and implementation requirements.

- *Responsible Party: Consultant*

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<tr>
<td>6.2</td>
<td>Technical memorandum of proposed implementation and funding strategy</td>
</tr>
</tbody>
</table>

**TASK 7 – Draft and Final Plan**

7.1 Based on comments received from project partners, stakeholders, the public and the integration of the deliverables from tasks 2 through 6, the Consultant shall complete a Draft Plan. At a minimum, the plan shall include an executive summary of findings, summary of existing and proposed projects, a regional SRTS map; and an overview of the project implementation schedule and plan.

- *Responsible Party: Consultant*

7.2 As part of the Public Outreach Plan, an overview of the Draft Plan will be presented to the ICTC Management Committee and Board.

- *Responsible Party: Consultant*

7.3 The Final Draft Plan shall be completed by incorporating comments received from the initial ICTC Management and Board review.

- *Responsible Party: Consultant*

7.4 The Final Draft Plan will be presented to the ICTC Management Committee and Board for approval as a Final Report. All maps must be GIS compatible. All maps and final reports
will be property of ICTC. Consultant to provide meeting summary.
  • **Responsible Party: Consultant**

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<td>Draft Plan</td>
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<td>Meeting Summary with notes and Draft comments</td>
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<td>Final Draft SRTS Plan</td>
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<tr>
<td>7.4</td>
<td>Final Presentation Summary and Final Plan</td>
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**TASK 8 – Fiscal Management**

8.1 Report Payment Schedule, Monthly Progress Reports, Accounting, and Invoicing: The Consultant shall submit to ICTC’s Project Manager, for approval, the payment schedule which lists the milestone/deliverable to be completed, the dollar amount for each milestone/deliverable, and a schedule indicating when each milestone/deliverable shall be completed.

The Consultant shall submit a monthly progress report and invoice in a format to be approved by the ICTC Project Manager and in accordance with the PIP. The report shall be submitted the first week of each month for the preceding month. The progress narrative shall document progress from the first day of the month through the last day of the month. The monthly progress report shall be submitted in hard copy and electronically, both in a format acceptable to ICTC.

Each monthly progress report shall include the following: summary; progress narrative and description of the tasks completed; project schedule describing the percentage of each task/deliverable/milestone completed; summary report of all costs incurred per task/milestone; schedule and schedule tracking narrative; list of deliverable items; management issues, including status and action items, and any corrective actions if necessary; a statement of resolution or action for resolution of identified problems that were encountered during the month; 30-day look-ahead.
  • **Responsible Party: ICTC/Consultant**

8.2 Quarterly reporting will be completed by ICTC and submitted to Caltrans,
  • **Responsible Party: ICTC/SCAG**

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## PROJECT TIMELINE

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## California Department of Transportation
Transportation Planning Grants
Fiscal Year 2013-2014

### PROJECT TIMELINE

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<th>Task Number</th>
<th>Task Description</th>
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<th>Grant</th>
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Deliverable:
- Technical memorandum of the Finance and Implementation Schedule
- Meeting Summary with notes
- Presentation Summary and Final Plan
- Invoice Packages
VI. ACTION CALENDAR

B. DRAFT ICTC OWP AND BUDGET, FY 2014-2015
June 20, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Avenue, Suite 1
El Centro, CA 92243

SUBJECT: Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015

Dear Commission Members;

The previous fiscal year (FY) of 2013-2014 was a productive year for ICTC in partnership with our member agencies, and our U.S. regional, state and federal transportation partners, such as, the Southern California Association of Governments (SCAG), San Diego Association of Governments (SANDAG), California Transportation Commission (CTC), California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), U.S. Customs and Border Protection, and the U.S. General Services Administration (GSA); and our cross-border partners in the City of Mexicali and State of Baja California, Mexico. The following are highlights of our major accomplishments initiated or completed.

- Completion of the Transit Transfer Terminals in the Cities of Brawley and El Centro
- Increased regional transit service hours on Imperial Valley Transit (IVT) and IVT ACCESS:
  - the Imperial Valley College (IVC) Express Trips
  - Increased Saturday Service
  - Reduced service headways from 70 minutes to 35 minutes from Calexico to El Centro
  - Implemented the Brawley Gold Line Circulator, and
  - Introduced for the first time, a limited Sunday service schedule
- Initiated several transit and transportation studies of regional significance, for example:
  - Calexico Border Intermodal Transportation Center Feasibility Study
  - IVT Bus Stop Safety and Design Standards and Guidelines Project
  - ADA Paratransit Service Certification and Eligibility Process, Demand Management, and Growth Assessment
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In partnership with the Imperial Valley Economic Development Corporation and Baja California partners executed a Memorandum of Understanding to institutionalize our binational partnership and programs for the Imperial-Mexicali Binational Alliance; and,

In partnership with Caltrans and the CTC, the 2014 State Transportation Improvement Program (STIP) was adopted to include full state funding for:
- I-8 Imperial Avenue Interchange Re-Construction Project ($39.1 Million)
- Planning, Programming and Monitoring (PPM) funding for Regional Planning Staff Resources through FY 2018-2019 ($1.2 Million)

The Draft Fiscal Year (FY) 2014-2015 Imperial County Transportation Commission (ICTC) Overall Work Plan (OWP) and Budget is hereby presented for your review and recommendation prior to finalization for approval to our ICTC Board. Our Draft FY 2014-2015 OWP and Budget is balanced and minimizes impacts to vital transportation projects and programs for our region.

The OWP and Budget is divided into three sections: the Budget Summary, and the core programs of Regional Transportation Planning and Programming, and, Transit Planning and Program Management. Our Budget Summary contains all the program overviews and projections and is intended to provide a general understanding of ICTC’s budgeted activities and programs for the coming fiscal year. Within each of the other program sections, the key services and programs are also described. A summary description of the revenue sources, work activities, overall budget summary and work program elements are provided in the report attached. The total ICTC Budget is estimated at $20.8 million. This amount does not include state and federal funds allocated for state highways and local roads in Imperial Valley.

This budget proposes staffing of seven full-time positions to manage the programs and services described in this budget. The full-time positions includes one Office Assistant, one Secretary/Clerk to Commission, one Administrative Analyst, three transportation planner positions from entry-level to senior-level in classifications (responsible for: Regional Transportation Planning and Programming, and, Transit Planning, Programming, Contracts and Transit Service Administration), and the Executive Director.

The budget includes funding for consultant and vendor services to continue to support the Commission’s administrative functions, i.e., accounts payable, accounts receivable, payroll, various program and fiscal audits, Human Resource activities and legal counsel. In addition, consultant services are identified for our on-going planning, programming, and transit programs. A workshop was conducted on May 28, 2014 and input was received from members of the Management Committee and Commission. The work program elements and budget identify specific priorities identified in our ICTC Strategic Plan and the associated costs.

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

Sincerely,

MARK BAZA
Executive Director

MB/ksw/el

Attachments
Summary of Major Programs and Initiatives:

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ICTC will strive to provide fiscally responsible and economic services that also produce timely and accurate data for the Commission and the public. Staff and consultant services have been established for performing the day to day accounting functions consisting of cash management, accounts receivable, accounts payable, payroll, general ledger and financial reports for each of the various federal, state and local program fund sources and the agency’s budget.

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**FEDERAL REVENUES AND FUND SOURCES**

Federal Transportation Administration (FTA) Section 5307 Urban grant funds received in arrears ICTC totaling $5.298 million are programmed to be utilized for the IVT, IVT Access and IVT- Blue and Green Line transit systems, and the El Centro, Brawley and Imperial bus transfer terminals. Actual apportionments for this fund are typically not available until October of each year. The FY 2014-15 budget estimates are based on apportionments from prior years.

Federal Transportation Administration (FTA) Section 5309 Federal earmark funds are budgeted for the construction phase of bus transfer terminal in Imperial.

Federal Transportation Administration (FTA) Section 5311 Rural funds received in arrears totaling $427,362 are programmed to be utilized for the IVT fixed route transit system in the rural area. Actual apportionments for this fund are typically not available until October of each year. The numbers for FY 2014-2015 are estimates based on apportionments from prior years.

Active Transportation Program (ATP) The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S). ICTC submitted a grant application in the amount of $708,240. If awarded, funds will be utilized to improve pedestrian and ADA access in the community of Heber.

**STATE REVENUES AND FUND SOURCES**

State Transportation Improvement Program, Planning and Program Management (STIP-PPM) Funds have been utilized for expenses associated with planning and programming activities. The California Transportation Commission approved the use of these funds annual since May 2010 based on the region’s request. The funds available in FY 2014-2015 are $300,000.
State Transit Assistance (STA) Funds received quarterly are restricted to transit expenses only and are estimated at $772,950.

Local Transportation Funds (LTF) Funds received monthly from the State Controllers offices based on the retail sales tax collected locally totaling near $9.2 million for transit purposes.

Funds in excess of transit services, if any, are then available for bus stop maintenance and improvements, and bicycle and pedestrian projects, etc. Available revenue received in the prior year, in excess of the previous year’s budgeted amount is reprogrammed as “Revenue Stabilization” or “Operating Reserve”.

Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) Funds are expected to be received annually, under the Bond Act Prop 1b approved by voters in November 2006. Grant funds are programmed for the completion of the Imperial bus transfer terminal.

California Security and Transit Grant Program (CSTGP) Funds were previously utilized for grants that provide lighting, cameras and security phones at the IVC Phase I bus transfer facilities, as well as, solar lighting facilities at the Brawley Transfer terminal. Newer grant funds are budgeted for the installation of security cameras on IVT and IVT ACCESS buses.

State Planning, and Research (SP&R) Funds are budgeted for planning purposes only. Projects funded by these funds are the Pedestrian and Bicycle Transportation Study of the California/Mexico Land Ports of Entry and the State Routes to School Master Plan. A grant application has also been submitted for an update to the Long Range Transportation Plan.

LOCAL REVENUES AND FUND SOURCES

Fare Revenue Funds to be received from passengers or affiliated agencies on their behalf, as a portion of a cost of the passenger’s trip.

On Hand Funds are programmed when there is a balance on account typically as a result of a cost savings, a delay in a project start date or unanticipated revenues from the prior year.

Local Transportation Authority (LTA 2%) These funds are listed due to language in the new LTA ordinance allowing for the use of 2% of the funding for transit services. The Authority took action on May 26th 2010, authorizing the use of these funds for local transit services.

SCAG/Member Agency Contributions Member agency contributions are based upon a formula adopted by the Commission on May 26th, 2010. SCAG contributions include shared costs for the Office Assistant / Receptionist position.
“Our mission is to enhance the quality of life and regional economy of Imperial County by ensuring safe, responsive and efficient transportation and transit solutions.”

FISCAL YEAR 2014/2015
OVERALL WORK PLAN & BUDGET
DRAFT
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Fiscal Year 2014/2015
Overall Work Plan & Budget
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June 9, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Avenue, Suite 1
El Centro, CA 92243

SUBJECT: Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015

Dear Commission Members:

The previous fiscal year (FY) of 2013-2014 was a productive year for ICTC in partnership with our member agencies, and our U.S. regional, state and federal transportation partners, such as, the Southern California Association of Governments (SCAG), San Diego Association of Governments (SANDAG), California Transportation Commission (CTC), California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), U.S. Customs and Border Protection, and the U.S. General Services Administration (GSA); and our cross-border partners in the City of Mexicali and State of Baja California, Mexico. The following are highlights of our major accomplishments initiated or completed.

◊ Completion of the Transit Transfer Terminals in the Cities of Brawley and El Centro
◊ Increased regional transit service hours on Imperial Valley Transit (IVT) and IVT ACCESS:
  - The Imperial Valley College (IVC) Express Trips
  - Increased Saturday Service
  - Reduced service headways from 70 minutes to 35 minutes from Calexico to El Centro
  - Implemented the Brawley Gold Line Circulator; and
  - Introduced for the first time, a limited Sunday service schedule
◊ Initiated several transit and transportation studies of regional significance, for example:
  - Calexico Border Intermodal Transportation Center Feasibility Study
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A workshop was conducted on May 28, 2014 and input was received from members of the Management Committee and Commission. The work program elements and budget identify specific priorities identified in our ICTC Strategic Plan and the associated costs.

Following review and input, it is requested that ICTC Management Committee recommend that the Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015 be presented to the Commission for review and approval.

Sincerely,

MARK BAZA
Executive Director

MB/ksw/cl

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<tr>
<td>SDSU/IVC Shuttle Analysis (In-Kind/Staff Local Match)</td>
<td>$33,881</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$488,881</strong></td>
</tr>
</tbody>
</table>

The following describes the federal, state and local fund sources:

**FEDERAL REVENUES AND FUND SOURCES**

Federal Transportation Administration (FTA) Section 5307  Urban grant funds received in arrears ICTC totaling $5.298 million are programmed to be utilized for the IVT, IVT Access and IVT- Blue and Green Line transit systems, and the El Centro, Brawley and Imperial bus transfer terminals. Actual apportionments for this fund are typically not available until October of each year. The FY 2014-15 budget estimates are based on apportionments from prior years.

Federal Transportation Administration (FTA) Section 5309  Federal earmark funds are budgeted for the construction phase of bus transfer terminal in Imperial.

Federal Transportation Administration (FTA) Section 5311  Rural funds received in arrears totaling $427,362 are programmed to be utilized for the IVT fixed route transit system in the rural area. Actual apportionments for this fund are typically not available until October of each year. The numbers for FY 2014-2015 are estimates based on apportionments from prior years.

Active Transportation Program (ATP)  The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S). ICTC submitted a grant application in the amount of $708,240. If awarded funds will be utilized to improve pedestrian and ADA access in the community of Heber.

**STATE REVENUES AND FUND SOURCES**

State Transportation Improvement Program  Planning and Program Management (STIP-PPM)  funds have been utilized for expenses associated with planning and programming activities. The California Transportation Commission approved the use of these funds annual since May 2010 based on the region’s request. The funds available in FY 2014-2015 are $300,000.

State Transit Assistance (STA)  funds received quarterly are restricted to transit expenses only and are estimated at $772,950.
Local Transportation Funds (LTF)    funds received monthly from the State Controllers offices based on the retail sales tax collected locally totaling near $9.2 million for transit purposes.

Funds in excess of transit services, if any, are then available for bus stop maintenance and improvements, and bicycle and pedestrian projects, etc. Available revenue received in the prior year, in excess of the previous year’s budgeted amount is reprogrammed as “Revenue Stabilization” or “Operating Reserve”.

Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) Funds are expected to be received annually, under the Bond Act Prop 1b approved by voters in November 2006. Grant funds are programmed for the completion of the Imperial bus transfer terminal.

California Security and Transit Grant Program (CSTGP)  Funds were previously utilized for grants that provide lighting, cameras and security phones at the IVC Phase I bus transfer facilities, as well as, solar lighting facilities at the Brawley Transfer terminal. Newer grant funds are budgeted for the installation of security cameras on IVT and IVT ACCESS buses.

State Planning, and Research (SP&R)    Funds are budgeted for planning purposes only. Projects funded by these funds are the Pedestrian and Bicycle Transportation Study of the California/Mexico Land Ports of Entry and the State Routes to School Master Plan. A grant application has also been submitted for an update to the Long Range Transportation Plan.

LOCAL REVENUES AND FUND SOURCES

Fare Revenue    funds to be received from passengers or affiliated agencies on their behalf, as a portion of a cost of the passenger’s trip.

On Hand    funds are programmed when there is a balance on account typically as a result of a cost savings, a delay in a project start date or unanticipated revenues from the prior year.

Local Transportation Authority (LTA 2%)    these funds are listed due to language in the new LTA ordinance allowing for the use of 2% of the funding for transit services. The Authority took action on May 26th 2010, authorizing the use of these funds for local transit services.

SCAG/Member Agency Contributions    Member agency contributions are based upon a formula adopted by the Commission on May 26th, 2010. SCAG contributions include shared costs for the Office Assistant / Receptionist position.
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THE ICTC AND ITS RESPONSIBILITIES

The ICTC or “Commission” was established under Senate Bill 607 (SB 607 - Ducheny) in 2009. As a county transportation commission, ICTC on behalf of its member agencies are enabled to exercise leadership in the regional transportation planning and programming process. The ICTC will act in accordance with all applicable laws and statutes for county transportation commissions. ICTC body will guide the development of the Long Range Transportation Plan for the Imperial region and its Regional, State and Federal transportation improvement programs (TIPs) and their updates, including, but not limited to: the distribution and oversight of Local Transportation Fund monies; the preparation and submittal of applications for transportation related funds; approve the allocation of and claims for Transportation Development Act funds; the planning, programming and administration of regional transit services; and encourage active citizen participation in the development and implementation of various transportation-related plans and programs. The ICTC is responsible to carry out the above activities in partnership with the California Department of Transportation (Caltrans) and the designated Metropolitan Planning Organization (MPO) the Southern California Association of Governments (SCAG).

As established under SB 607 and ICTC Bylaws, the ICTC Board is currently composed of ten voting members and one non-voting member consisting of two members of the Imperial County Board of Supervisors; one member from each incorporated city (seven) within Imperial County who shall be the mayor of the city or a member of its city council; one member of the Board of Directors of the Imperial Irrigation District; and, one non-voting member appointed by the Governor representing the California Department of Transportation (Caltrans). As shown in the column to the left. In the future the governing Board of the commission may also include the following ex-officio or non-voting members: one member representing the State of Baja California, Mexico, who may be appointed by the governor of the state; one member representing the municipality of Mexicali, Mexico, who may be the mayor or his or her designee; one member representing the Consul of Mexico in Calexico, California, who may be the consul or his or her designee; and, one member representing any federally recognized Native American tribe in Imperial County.

In addition to the responsibilities described above, the Commission provides direct management, administration and oversight for the following local and regional transportation programs:

- Imperial Valley Transit (IVT) System and its Inner City Circulator Services (Blue, Green and Gold Lines)
- Med-Express (Non-Emergency Medical Demand Response Service to San Diego)
- IVT Access (Americans with Disabilities Act - ADA Paratransit Service)
- West Shores Dial-A-Ride (Local - Demand Response Transit Service)
- Local Transportation Authority (Measure D Sales Tax Program)

Other regional responsibilities include the administration of the Transportation Development Act (TDA) program, the Americans with Disabilities Act (ADA) Certification and Eligibility process and oversight of other local demand response or “Dial-A-Ride” services currently managed and operated by the City’s of Brawley, Calexico, El Centro and Imperial.

ICTC is pursuing a consolidation of Dial-a-Ride Paratransit services in the City of Brawley, Calexico, Imperial, and Westshores for FY 2014-2015.
ORGANIZATIONAL STRUCTURE

REGIONAL COORDINATION

To encourage regional and public participation in the development of ICTC’s policies and priorities the ICTC staff provides support to standing regional committees, described below. The Commission has the option of creating special purpose committees as the need arises.

Management Committee  The purpose of the Management Committee is to serve as a policy advisory to the Board. Membership of the Management Committee includes two members from the County of Imperial and one member from each member city or agency, that include the City Managers, Chief Executive Officer, General Manager or their designated representative.

Social Services Transportation Advisory Council (SSTAC)  The SSTAC is statutorily (PUC 99238) created to serve a broad representation of youth, students, elderly, disabled persons, persons of limited means, social service agencies, the transit dependent, and transit providers. The three tenets of the Council are to participate in the identification of transit needs; review and recommend action; and, provide advice and technical recommendations.

Technical Advisory Committee (TAC)  The TAC is composed of Planning and Public Works Department representatives from each member agency including advisory members of Caltrans, SCAG and ICTC. The purpose of the TAC is to coordinate the plans and development of regional transportation improvement program of projects, transportation planning programs, and transportation funding programs.

Imperial/Mexicali Binational Alliance  ICTC is the co-lead to implement in partnership with the Imperial Valley Economic Development Corporation and Mexicali's Economic Development Organization (CDEM) have developed the "Imperial-Mexicali Binational Alliance." The Imperial—Mexicali Binational Alliance has been established via memorandum of understanding on September 12, 2013 in the City of Mexicali. ICTC’s goals for this group are focused on cross-border transportation infrastructure, economic development and environment issues. ICTC has a primary focus on trying to finance implement short-term low cost improvements and to have consensus of priorities for issues and specific improvements. Additionally, to pursue traditional fund sources and innovative financing mechanisms to implement short- to long-term border infrastructure needs. In addition to the lead agencies, the participants for this group include the Cities of Calexico and Mexicali; County of Imperial; State of Baja California’s Cabinet Offices of Transportation/Urban Planning (SIDUE); Environment, and Economic Development; Caltrans; US and Mexico Federal Agencies at the border, such as the U.S. General Services Administration (GSA) and Customs and Border Protection (CBP); and Mexico’s Secretariat for Communications and Transportation (SCT), Customs and Immigration. Other interested stakeholders are invited, such as Calexico Chamber’s Border Ad Hoc Committee, and other Imperial Valley city representatives that wish to attend. This group meets bimonthly on the 2nd Thursday of the month and rotates location between Imperial and Mexicali.

ICTC’s COMMITTEE STRUCTURE
ORGANIZATIONAL STRUCTURE (Continued)

ICTC STAFF

The Imperial County Transportation Commission’s greatest asset is its employees. As recognized in this budget the ICTC staff serves the community through a variety of regional programs and services.

The FY 2014-2015 budget proposes staffing of seven full-time positions to manage the programs and services described in this budget. The full-time positions includes one Office Assistant, one Secretary/Clerk to Commission, one Administrative Analyst, three transportation planner positions from entry-level to senior-level in classifications (responsible for: Regional Transportation Planning and Programming, and Transit Planning, Programming, Contracts and Transit Service Administration), and the Executive Director.

STAFF ORGANIZATIONAL STRUCTURE
COMMUNITY OVERVIEW AND INTRODUCTION

THE COMMUNITY WE SERVE

Originally part of San Diego County, the Imperial County or synonymously referred to as the “Imperial Valley” is a growing metropolitan community within a large agricultural area along California’s border region. Imperial County expands for 4,597 square miles. The California Department of Finance’s January 2014 Population estimate indicates the County has a population of 180,672. Surrounded by San Diego and Riverside Counties in California, the State of Arizona, and the Municipality of Mexicali in the State of Baja California, Mexico. The Imperial Valley is rich in natural beauty, and a local history and economy based on agriculture, and the cross-border family and trade relationships with our neighbors in Mexico. In 2013, there were an estimated 40,000 people that cross daily into the U.S. from Mexico through the U.S. Customs and Border Protection Agency’s two busiest land ports of entry between Imperial County and Mexicali, Mexico at Calexico West/Mexicali I, and Calexico East/Mexicali II (by cars and as pedestrians).

INTRODUCTION

The Imperial County Transportation Commission (ICTC) uses a modified accrual basis accounting for its governmental funds. The Overall Work Plan and Budget is developed by ICTC staff and Executive Director. This process begins with a review of the projected revenues from each source of federal, state and local funds together with a review of current and future projects and programs. The Commission provides policy guidance and sets priorities. This process includes active participation by the technical advisory committees and the recommendations provided by ICTC staff, the Executive Director, the ICTC Management Committee, and Commission.

The Fiscal Year 2014-2015 Overall Work Plan and Budget demonstrates a comprehensive agency-wide budget that conveys the work to be performed by the Commission. The budget is divided into three sections: the Budget Summary and the core programs of Regional Transportation Planning and Programming, and, Transit Planning and Program Management. The Main Budget contains the program overviews, and revenue and expense projections and is intended to provide a general understanding of ICTC’s budgeted activities and programs for the coming fiscal year. Within each of the other program sections, the work elements and services are also described.

After the budget is adopted, staff has the on-going responsibility to monitor actual revenues and expenditures of the budget. A budget report comparing actual revenues and expenditures to budgeted amounts will be prepared mid-year and presented to the Commission.

When it becomes necessary to modify the adopted budget, the amendment procedure will depend on the type of change that is needed. It is proposed that administrative changes that do not result in an increase in the overall program budget, but require line item transfers of costs and revenues within a work program budget will only require approval of the Executive Director. Amendments that result in an increase to the total expenditures for a program would require Commission approval. These items would be brought to the Commission in a formal agenda item.
REVENUES AND FUNDING SOURCES

An essential role of ICTC is to allocate Federal, State and Local funds to transportation projects within the county. Although many of these funds do not flow through the ICTC budget, the agency is the authority that allocates and administers millions of dollars in state and federal transportation funds. Because of the significance of this responsibility, it is important to discuss this role of the agency.

As projects are prioritized in the county in accordance with policy guidelines, ICTC allocates State and Federal funds and designates a lead agency to administer the implementation of these projects. Once the Commission makes an allocation and a project is programmed in the long-range Regional Transportation Plan (RTP) and the short-range Regional Transportation Improvement Program (RTIP), the lead agency is responsible for applying for funds through ICTC, to the State or Federal agencies as appropriate. These funds are then placed in the lead agency’s local budget. If ICTC is designated as the lead or co-lead agency, these funds will appear in its budget. These funds include but are not limited to, Federal Transit Administration (FTA), Federal Surface Transportation Program (STP), Federal Congestion Mitigation and Air Quality (CMAQ), Federal Active Transportation Program (ATP) Congressional Appropriations, State Transportation Improvement Program (STIP) and the States Proposition 1B funds.

The revenues budgeted for ICTC in FY 2014/2015 are estimated to $21,865,857 and include both new revenues and funds carried-over from the previous fiscal year. As shown in the FY 2014/2015 Overall Work Plan and Budget Summary, the sub-total of the revenues are split by federal, state and local sources (Federal revenues total $5,387,967; State revenues total, $14,921,235; and, Local revenues total $1,556,655).

The following are summary descriptions of the revenues and fund sources.

FEDERAL REVENUES AND FUND SOURCES

Federal Transportation Administration (FTA) Section 5307  Urban grant funds received in arrears ICTC totaling $3,278,365 million are programmed to be utilized for the IVT transit system, IVT- Blue/Green Lines, IVT Access, and the El Centro transfer terminal. Actual apportionments for this fund are typically not available until October of each year. The numbers for FY 2014/2015 are estimates based on apportionments from prior years.

Federal Transportation Administration (FTA) Section 5309  The City of Imperial requested a federal FTA 5309 earmark through Congressman Filner for the acquisition of right of way, design and construction of the Imperial Bus Transfer Park. The City received an award of $974,000.

Federal Transportation Administration (FTA) Section 5311  Rural funds received in arrears totaling $427,362 are programmed to be utilized for the IVT fixed route transit system and the IVT Gold Line in the rural area. Actual apportionments for this fund are typically not available until October of each year. The numbers for FY 2014/2015 are estimates based on apportionments from prior years.

Active Transportation Program (ATP)  The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S). ICTC submitted a grant application in the amount of $708,240. If awarded funds will be utilized to improve pedestrian and ADA access in the community of Heber.
STATE REVENUES AND FUND SOURCES

State Transportation Improvement Program, Planning and Program Management (STIP-PPM) Funds have been utilized for expenses associated with planning and programming activities. The California Transportation Commission approved the use of these funds in May 2010 based on the region’s request. The funds available in FY 2014/2015 are $300,000.

State Transit Assistance (STA) funds received quarterly are restricted to transit expenses only.

Local Transportation Funds (LTF) Funds received monthly from the State Controllers offices based on the retail sales tax collected locally totaling $9,219,932 for transit purposes.

Funds in excess of transit services, if any, are then available for bus stop maintenance and improvements, bicycle, pedestrian, street and road projects, etc. Any available revenue received in the prior year, in excess of the previous year’s budgeted amount is reprogrammed as “2013 reserve”.

Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) Funds are expected to be received annually, under the Bond Act Prop 1b approved by voters in November 2006. The State of California recently completed it’s bond sales for the program and allocations are being approved and disbursed throughout the state. ICTC recently received an approved allocation request in the amount of $3,575,677 to be used as a part of the transit fleet capital replacement program.

California Security and Transit Grant Program (CSTGP) Funds are budgeted for grants that will provide lighting, cameras and security phones at the bus transfer facilities and cameras on board transit buses. Funds are expected to be received totaling $266,676 for FY 2010/2011 and FY 2011/2012 under the Bond Act Prop 1b approved by voters in November 2006. The FY 2011/2012 funding will be used for security camera systems to be installed on transit fleet vehicles. CalEMA has approved the allocation requests and bond sales and all funds have been recently disbursed.

State Planning, and Research (SP&R) Funds are budgeted for planning purposes only. Projects funded by these funds are the Pedestrian and Bicycle Transportation Study of the California/Mexico Land Ports of Entry and the State Routes to School Master Plan. A grant application has also been submitted for an update to the Long Range Transportation Plan.

LOCAL REVENUES AND FUND SOURCES

Fare Revenue funds to be received from passengers or affiliated agencies on their behalf, as a portion of a cost of the passenger’s trip.

On Hand funds are programmed when there is a balance on account typically as a result of a cost savings from the prior year.

Local Transportation Authority (LTA 2%) these funds are listed due to language in the new LTA ordinance allowing for the use of 2% of the funding for transit services for seniors. The Authority took action on May 26th, 2010 authorizing the use of these funds for local transit services in FY 2011-2012 and subsequent years.

SCAG / Member Agency Contributions this funding is received from member agencies based upon an adopted formula. The formula was adopted by the Commission on April 28, 2010. SCAG contributions include shared cost for the office assistant / receptionist position.
EXPENDITURES

EXPENSES

Expenses in this report are summarized under the following categories:

Regional Transit Services   Public transit serving multiple jurisdictions and multiple population groups
Local Transit Services      Public transit serving individual jurisdictions and single population groups
Transit Capital Projects   Projects with design and/or capital expenditures for fixed facilities
ICTC Administration and Planning  These expenses are separated into three sub-elements: Transit Administration, Transit Planning and Program Management; and, Transportation Planning (Regional Planning activities).
Operating Reserve          An operating reserve is established to provide revenue stabilization.
Bikes and Peds Article 3   (Bicycle and Pedestrian Projects) An expense for 3% of the available LTF revenue has been listed. A call for local agency projects is scheduled on an annual basis and is scheduled in September for FY 2014/2015.

Table 1 on page 15 provides a summary of the FY 2014/2015 Budgets Fund Sources and Expenditures.
# Table 1

## Imperial County Transportation Commission Funding Sources

<table>
<thead>
<tr>
<th>Revenues</th>
<th>FY 2013-14 Budget</th>
<th>Estimated Actual FY 2013-14</th>
<th>FY 2014-15 Budget</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A FTA SEC 5307 (Urban)</td>
<td>$5,498,988</td>
<td>$4,588,988</td>
<td>$3,278,365</td>
<td>-29%</td>
</tr>
<tr>
<td>B FTA SEC 5307 (ARRA) - El Centro Transfer Terminal</td>
<td>$430,046</td>
<td>$430,046</td>
<td>$0</td>
<td>-100%</td>
</tr>
<tr>
<td>C FTA SEC 5317 - Access Service Improvements</td>
<td>$283,006</td>
<td>$200,000</td>
<td>$0</td>
<td>-100%</td>
</tr>
<tr>
<td>D FTA SEC 5309 - Imperial Transfer Terminal</td>
<td>$1,274,000</td>
<td>$300,000</td>
<td>$374,000</td>
<td>225%</td>
</tr>
<tr>
<td>E FTA SEC 5311 (Rural) - Rural Transit Services</td>
<td>$133,786</td>
<td>$133,786</td>
<td>$427,362</td>
<td>219%</td>
</tr>
<tr>
<td>F Active Transportation Projects (ATP)</td>
<td>$0</td>
<td>$0</td>
<td>$708,240</td>
<td>700%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$7,617,826</td>
<td>$5,652,820</td>
<td>$5,387,967</td>
<td>-5%</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H TDA - Local Transportation Fund (LTF)</td>
<td>$5,786,199</td>
<td>$7,902,730</td>
<td>$9,219,932</td>
<td>17%</td>
</tr>
<tr>
<td>I TDA - State Transit Assistance (STA)</td>
<td>$702,000</td>
<td>$702,000</td>
<td>$772,950</td>
<td>10%</td>
</tr>
<tr>
<td>J STIP - Planning, Programming &amp; Monitoring</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$300,000</td>
<td>0%</td>
</tr>
<tr>
<td>K State Planning and Research (SP&amp;R)</td>
<td>$0</td>
<td>$0</td>
<td>$786,000</td>
<td>700%</td>
</tr>
<tr>
<td>L Prop 1B - PTMSEA</td>
<td>$754,000</td>
<td>$511,000</td>
<td>$3,575,677</td>
<td>600%</td>
</tr>
<tr>
<td>M Prop 1B - CTSGP</td>
<td>$266,676</td>
<td>$266,676</td>
<td>$266,676</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$7,808,875</td>
<td>$9,692,406</td>
<td>$14,921,235</td>
<td>54%</td>
</tr>
<tr>
<td><strong>Local</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O Fare Revenue</td>
<td>$970,759</td>
<td>$919,907</td>
<td>$1,043,155</td>
<td>14%</td>
</tr>
<tr>
<td>P OOH Hand</td>
<td>$400,900</td>
<td>$400,900</td>
<td>$181,000</td>
<td>-55%</td>
</tr>
<tr>
<td>Q Local Transportation Authority (LTA) 2% transit set aside</td>
<td>$200,000</td>
<td>$200,000</td>
<td>$200,000</td>
<td>0%</td>
</tr>
<tr>
<td>R SCAG/Member Agency Contributions</td>
<td>$100,000</td>
<td>$132,500</td>
<td>$132,500</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$1,671,659</td>
<td>$1,652,307</td>
<td>$1,556,655</td>
<td>-6%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$17,098,380</td>
<td>$16,997,533</td>
<td>$21,885,857</td>
<td>29%</td>
</tr>
</tbody>
</table>
### TABLE 2

**IMPERIAL COUNTY TRANSPORTATION COMMISSION FY 2014-15 OVERALL WORK PROGRAM AND TRANSIT PROGRAMS FINANCE PLAN DRAFT**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Estimated Fare</th>
<th>On Hand Balance</th>
<th>STP FFA</th>
<th>2% LEA</th>
<th>SCAG Total</th>
<th>Prop. 1A</th>
<th>FTA Sec. 5307</th>
<th>FTA Sec. 5309</th>
<th>STA</th>
<th>LTF</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FEDERAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A Reginal Transit Services</td>
<td>$6,041,302</td>
<td>$911,206</td>
<td>$282,262</td>
<td>$2,571,269</td>
<td>$772,830</td>
<td>$2,647,796</td>
<td>$6,041,302</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B Local Transit Services</td>
<td>$1,369,809</td>
<td>$151,809</td>
<td>$280,000</td>
<td>$932,677</td>
<td>$3,722,629</td>
<td>$7,095,993</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C Service Miscellaneous Improvements</td>
<td>$151,430</td>
<td>$280,000</td>
<td>$266,265</td>
<td>$35,000</td>
<td>$301,676</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D STC Transit</td>
<td>$853,377</td>
<td>$20,000</td>
<td>$189,809</td>
<td>$159,377</td>
<td>$843,377</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E STC Regional Planning</td>
<td>$160,380</td>
<td>$180,000</td>
<td>$160,000</td>
<td>$160,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F Service Miscellaneous</td>
<td>$1,553,000</td>
<td>$1,553,000</td>
<td>$1,553,000</td>
<td>$1,553,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$21,865,587</td>
<td>$1,043,155</td>
<td>$1,098,000</td>
<td>$200,000</td>
<td>$3,842,353</td>
<td>$1,401,362</td>
<td>$3,986,605</td>
<td>$772,950</td>
<td>$9,219,932</td>
<td>$21,865,587</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FINANCIAL MANAGEMENT AND COMMUNITY OUTREACH

In FY 2013/2014, ICTC initiated a partnership with Western Riverside Council of Governments (WRCOG) regarding participation in the California HERO Program. In FY 2014/2015, ICTC plans to move forward with this partnership. ICTC will serve as the main point of contact for the Imperial County sub-region and will coordinate with participating member agencies to assist WRCOG, as needed, for efficient coordination of the California HERO Program.

ICTC will continue its efforts to pursue non-transportation programs in FY 2014/2015.

REGIONAL TRANSPORTATION PLANNING

Fiscal Year 2014/2015 will see an even greater emphasis in regional transportation planning than in previous years. With the passage of SB 375 and the requirement to reduce Greenhouse Gas emissions, the relationship between land use and transportation planning has been formalized and ICTC must be prepared to provide leadership in the development of Sustainable Community Strategies (SCS) for Imperial County. In the upcoming year, ICTC and Southern California Association of Governments (SCAG) will work in partnership with each of the Cities and the County’s planning agencies and our regional planning partners to reach consensus on an approach as we prepare for an update to the multi-county SCS and Regional Transportation Plan (RTP) in 2016.

ICTC will continue efforts with SCAG and Caltrans District 11 to update the Imperial County Transportation Model. This regional transportation model is a critical planning tool for evaluating and prioritizing major transportation improvements in the County. Staff will also work to identify funding opportunities to pursue critical planning studies necessary for the Forrester Road Corridor from I-8 to SR-78/86.

REGIONAL TRANSPORTATION PROGRAMMING

For Regional Transportation Programming, the ICTC efforts for Fiscal Year 2014/2015 will be focused on the Capital Projects Program and the Transportation Improvement Program.

Capital Projects The Capital Projects programs provide oversight, planning, project management and monitoring for ongoing roadway and highway improvement projects. One of the key regional projects include the, I-8/Dogwood Road Bridge Widening, I-8/Imperial Avenue Interchange, State Route 98 Widening (West of SR-111)/Cesar Chavez Blvd. Improvements, proposed widening of existing Forrester Road Corridor, Phase 1 construction and expansion of the Calexico West Port of Entry, proposed expansion of the Calexico East Port of Entry; and, other transit, pedestrian, and bicycle capital improvements referenced in the following sections.

Transportation Improvement Program (TIP) The Transportation Improvement Program activity encompasses development and amendments to the State and Federal Transportation Improvement Programs (TIPs), including projects that may receive awards we anticipate submitting projects previously identified for programming once the proposed funds are approved by the federal government. Staff will continue to work closely with local agencies, SCAG staff and Caltrans staff to ensure the timely utilization of the following programmed funds: Regional Surface Transportation Program (RSTP), Congestion Management Air Quality (CMAQ), and Active Transportation Program (ATP).

Local Transportation Authority (LTA) On March 24th, 2010, the ICTC Commission approved the LTA’s request to accept the responsibilities of administration and oversight of the LTA program of Measure D sales tax transportation funds. Previously, these responsibilities were managed by the County of Imperial’s Public Works Department. Following the March 24th approval, County and ICTC staff were directed to initiate all necessary steps toward implementing this transfer of responsibilities to be effective July 1st, 2010. These responsibilities include but are not limited to providing staff support to the LTA Board, and administration of the LTA funds.
In March, 2012 the LTA approved and adopted the LTA Bond Financing effort. Participating Agencies included the Cities of Brawley, Calexico, Calipatria, Imperial and the County of Imperial. In FY 2014/2015 staff will administer the member agency’s distributions and bond payments. Staff will also be assisting with the FY 2013/2014 financial reports.

**Imperial—Mexicali Binational Alliance**  ICTC is the co-lead to implement in partnership with the Imperial Valley Economic Development Corporation and Mexicali’s Economic Development Organization (CDEM) have developed the "Imperial-Mexicali Binational Alliance." The Imperial—Mexicali Binational Alliance has been established via memorandum of understanding on September 12, 2013 in the City of Mexicali.
### TABLE 3

**IMPERIAL COUNTY TRANSPORTATION COMMISSION**

**ICTC REGIONAL PLANNING AND PROGRAM MANAGEMENT 7417001**

#### REVENUES

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**F Total Revenues** $1,154,500

#### EXPENDITURES

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**T Administration and Operations Subtotal** $330,702

**Professional and Specialized Projects and Services**

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**AA** $46,750

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**HH Total Projects, Services, Plans and Programs** $823,798

**II Total Expenditures** FY 2014-15 $1,154,500
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OVERVIEW

The Transit Planning and Program Management work element provides the policy guidance for the allocation of transit resources. In the development of this work element, staff receives input from three primary sources; the general public through the mandated annual Unmet Transit Needs Public Hearing process, a comprehensive review of revenue sources, an analysis of existing services and their performance measures and the receipt of budget requests from members agencies.

Approximately one hundred additional persons are employed indirectly through contracts with transit operators, vendors and consultants in support of these programs and services. Funding is also spent locally when and where possible for additional services which may include; fuel, tires, uniforms, heavy duty mechanical, internet and marketing services.

The immediate future holds many opportunities, as well as, challenges. The state and federal budget climate is uncertain. The effort is designed to develop a broad based consensus reflecting the values, needs and preferred solutions for as many transit passengers as possible. The challenges of providing public transit continue. The Imperial Valley represents a true crossroads of people, history, time and place. Each is unique but all share the same goal of a better quality of life.

Striking a balance between public need and available funding is at the center of any public transit project or program. The various sources and administrative requirements can be complicated and challenging to understand. Tables 4 to 6 provide an overview of the revenue and expenditure plan for FY 2014/2015, along with the descriptions of the transit planning services and projects.

THE PREVIOUS YEARS

Staff has also been empowered to turn innovative concepts into plans, and plans into projects in prior years.

The most notable accomplishments include:

Intracity Circulators ICTC identified a need in early 2000 to provide increased access to public services within the cities starting with the City of El Centro. The designs for an IVT Blue and Green lines were approved in 2005. Service began on the IVT Blue Line in October 2006. The service was reconfigured for 2009/10 and the IVT Green line began to operate July 2009. The IVT Gold Line in the City of Brawley was implemented in January 2014. An Orange Line in Calexico and a Red Line in Imperial are underway when funding becomes available. The Circulator Lines provide continuing travel for passengers transferring from the main fixed route Imperial Valley Transit bus routes within the Cities.

Reduction of Headways ICTC directed the reduction of headways (the wait times for the next approaching bus) from two hours to seventy minutes effective in July 2006. The response from the passenger ridership was very positive. Ridership increased approximately 47% since the implementation in 2006/07. Headway reduction to 35 minutes during peak service hours on routes between Calexico and El Centro were implemented in October 2013.

Alternative Fuels The California Air Resources Board required the region to convert the IMPERIAL VALLEY TRANSIT fleet to a clean fuel. After a consultant prepared analysis and significant discussions a policy decision was made in October 2004 incorporating ultra low sulfur diesel into operations. The 40 ft. buses were retrofitted with emission compliant engines in 2005. In January 2007, the smaller cutaway bus fleet was replaced with new emission compliant vehicles. In 2012, a new fleet of 10 clean diesel Gilligs were introduced and an additional 6 vehicles are in order and are expected late 2015.
# Table 4

## Imperial County Transportation Commission

### Table: Transit Planning and Program Management 7416001

#### Revenues

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**Total Revenues** $803,337

#### Expenditures

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<td>TDA Finance Admin</td>
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<td>Training/Travel Expense</td>
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<td>Equipment</td>
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**Administration and Operations Subtotal** $484,337

**Professional and Specialized Projects and Services**

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<td>HR consultant services 50%</td>
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<td>CPA/auditors (external)</td>
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<td>Total Projects, Services, Plans and Programs</td>
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**Total Expenditures** $803,337

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**Notes:**

- All amounts are in USD.
- The budget covers the year 2014-15.
- Some services and projects are detailed for compliance, oversight, and administration.
### TABLE 5

**IMPERIAL COUNTY TRANSPORTATION COMMISSION FY 2014-15 OVERALL WORK PROGRAM AND TRANSIT PROGRAMS FINANCE PLAN**

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**Projected Expenditures**

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REGIONAL TRANSIT PLANNING

Regional Transit Planning will continue to be a significant part of the ICTC work program in FY 2014/2015. The proposed products will provide valuable input and guidance to the future transit programs and priorities. The following are the major initiatives in progress that will be underway during FY 2014/2015:

Feasibility Study of the Calexico Border Intermodal Transportation Center A grant for a proposed Calexico Border Intermodal Transportation Center (ITC) study that will facilitate the movement of pedestrians and access with public and private transit services was submitted in FY 2010/2011 to Caltrans and was approved. The study was underway in FY 2013/2014 with completion in fall of 2014.

State Triennial Performance Audit State law requires that this audit be performed every three years by all agencies receiving Transportation Development Act (TDA) funds. ICTC contracts with a private firm to perform this audit. Its purpose is to ensure that ICTC is meeting all its obligations under the TDA and to evaluate ICTC’s organizational management and efficiency as a Regional Transportation Planning Agency (RTPA). Audit results are useful for identifying areas for improvement in ICTC’s future performance. This audit is required and scheduled in FY 2013/2014 with completion during summer of 2014.

Public Transit Statistical Sampling Project The Federal Transit Administration (FTA) requires that certain statistical information be recorded in the National Transit Database (NTD) by all agencies receiving FTA funds on a monthly basis. Some of this information requires the assistance of a consulting statistical research firm. Every three years ICTC contracts with such a firm to conduct a year long study to collect the required information. The amount of financial assistance received from the FTA is largely determined by the results of this study. This project is required and scheduled in FY 2013/2014. Scheduled for completion in FY 2014/2015.

Update to the 2009 Regional Coordinated Plan The Federal Transit Administration (FTA) requires that a review of local attempts at coordination be maintained. This document justifies and is the support source for various grants and funding requests particularly for social service agencies. This project is required and scheduled in FY 2013/2014 with completion by summer of 2014.

ADA Demand Management and Eligibility Assessment Study This planning effort will be an attempt to review the ADA paratransit service and the local certification and eligibility process for productivity/efficiency improvements and cost containment. This project is scheduled in FY 2013/2014 with completion by summer of 2014.

Four-Phase Bus Stop Improvement Program In FY 2013-14, ICTC staff developed a plan for a four-phase bus stop improvement program. The phases are as follows:

- Memorandum of Understanding between ICTC and member agencies on the use of bus stops — This project is scheduled in FY 2014/2015 with completion by summer of 2015.
- ICTC Safety and Design Standards Guidelines — This planning effort is an attempt to develop a local source of information on bus and bus stop requirements for planners, public works staff and developers in order to accommodate and incorporate the use of transit buses in member agencies’ communities and development plans. This project is scheduled in FY 2013/2014 with completion by summer of 2014.
- Regionwide Bus Stop/Terminal inventory including categorization of existing and recommended amenities, photographs, ADA compliance review, GPS coordinates and recommendations for improvements, replacement of all bus stop signage, recommendations for schedule and information technology — This project is scheduled in FY 2014/2015 with completion by summer of 2015.
- Research and recommendation into the feasibility of a regionwide bus stop maintenance contractor — This project is scheduled in FY 2015/2016 with completion by summer of 2016.
REGIONAL PUBLIC TRANSIT SERVICES

IMPERIAL VALLEY TRANSIT

IMPERIAL VALLEY TRANSIT (IVT) is an inter-city fixed route bus system, subsidized and administered by the ICTC, and currently operated by FIRST TRANSIT, INC. a private for profit service. The service has ten (10) wheelchair accessible 40 ft. transit buses and four (4) wheelchair accessible minibuses.

Service is provided from 6:00 AM until approximately 11:00 PM weekdays while Imperial Valley College is in session and 6:00 AM to 5:00 PM on Saturdays, and Sundays within the areas classified as the Primary Zone; a North-South axis throughout Brawley, Imperial, El Centro, Heber and Calexico, and from 6:00 AM until approximately 6:00 PM in the Secondary Zones; outlying cities and communities of Niland, Calipatria, Westmorland, Seeley and Holtville. The outlying Remote Zone communities including the East and West sides of the Salton Sea; Desert Shores, Salton City, Salton Sea Beach and Bombay Beach are served once a week, on a lifeline. Limited Sunday service was implemented in January 2014.

Currently IVT provides, on average 58,000 passenger trips per month. A website offers passenger schedule information. For information please call 760-482-2900, or visit www.ivtransit.com.

IMPERIAL VALLEY TRANSIT - BLUE/GREEN and GOLD LINES

This transit system is an extension of IMPERIAL VALLEY TRANSIT. The intra-city system operates utilizing smaller buses and connects to the public facilities and services that are not currently served by the larger bus system.

There are timed transfer points at 7th and State Streets in El Centro, and in Brawley the transfer point is at S. 5th St. and S. Plaza St. for passengers to transfer to and from both bus systems.

The service is subsidized and administered by the ICTC, and currently operated by FIRST TRANSIT, INC. a private for profit service. Currently the service provides, on average 3,500 passengers trips per month.

A website offers passenger schedule information. For information please call 760-482-2900, or visit www.ivtransit.com.
REGIONAL PUBLIC TRANSIT SERVICES

IVT ACCESS

The Americans With Disabilities Act (ADA) Comparable Complementary Paratransit Service is a federally mandated service requiring equal access to the public fixed route bus system for individuals with disabilities. The service operates eight (8) wheelchair accessible, paratransit buses as a demand response service, in tandem with the fixed route bus system. The service is available to disabled passengers who complete a certification process and are then certified as eligible.

The service area and hours are the same as the fixed route bus system. For trip information call 760-482-2908. For eligibility information, please call 760-592-4494. A website offers passenger eligibility forms and information at www.ivtaccess.com.

Currently the service transports, on average 2,500 passengers per month.

The service is subsidized and administered by the ICTC, and currently operated by FIRST TRANSIT, INC., a private for profit service.

YUMA COUNTY AREA TRANSIT (YCAT) TURQUOISE ROUTE 10

In 2012 ICTC established a partnership with the Quechan Indian Tribe and Yuma County Intergovernmental Public Transportation Authority (YCIPTA) to increase public transit services between eastern Imperial County and El Centro. As a result of the collaboration the Turquoise Route 10 was created as a demonstration service and implemented January 1, 2013. The route provides service 3 days a week, Monday, Wednesday, and Saturday with 2 round trips daily. The round trip originates in Yuma with stops in Winterhaven and Fort Yuma Indian Reservation, and ends in El Centro.

The service is operated by YCIPTA. The service is currently funded by a Federal Tribal Transit Grant and ICTC provided TDA funds. The service is in a “demonstration” phase. At the end of FY 2015 all partners will evaluate service needs and funding opportunities for service in FY 2016.

IVT and YCAT have route and schedule information available online at www.ivtransit.com and www.ycipta.org.

For more information please call YCAT at (928) 783-2235.
All the public services in the world are useless if people can not get to them. How do seniors get to nutrition sites, if they can not drive? How do clients get to drug treatment programs if their licenses are suspended?

MEDEXPRESS

The Med-Express is a non-emergency medical transportation service between communities in Imperial County and the large hospitals and medical facilities in San Diego County. Demand response service is provided four (4) days a week, with three (3) pick up spots in Brawley, El Centro and Calexico. Pick up service is available on a limited basis from the home for an additional fare. The service is designed to provide persons with disabilities, low income and transit dependent persons access to medical facilities and services not available within Imperial County, i.e. Children's Hospital in San Diego. For information please call 760-337-8002.

The service is subsidized and administered by the Imperial County Transportation Commission (ICTC) and operated by a private non-profit transportation carrier.

INDIVIDUAL AGENCY PUBLIC TRANSIT SERVICES

(TDA-LTF Article 8c)

BRAWLEY Dial-A-Ride

The Brawley Dial-A-Ride is a demand response transit service within the City of Brawley. Demand response service is available to the general public and provided six (6) days a week. For information please call 760-344-5377.

The service is subsidized by the Imperial County Transportation Commission (ICTC), administered by the City of Brawley and operated by a private for-profit transportation carrier.

CALEXICO Dial-A-Ride

The Calexico Dial-A-Ride is a demand response transit service within the City of Calexico. Demand response service is available to seniors and persons with disabilities and provided seven (7) days a week. For information please call 760-482-0184.

The service is subsidized by the Imperial County Transportation Commission (ICTC), administered by the City of Calexico and operated by a private for-profit transportation carrier.
In FY 2013/14, the various public transit services provided an average of 64,000 trips a month, throughout the Imperial Valley.

**EL CENTRO Dial-A-Ride**

The El Centro Dial-A-Ride is a demand response transit service within the City of El Centro. Demand response service is provided five (5) days a week for seniors and persons with disabilities. For information please call 760-337-8002.

The service is subsidized by the ICTC, administered by the City of El Centro and operated by a private non-profit transportation carrier.

**WEST SHORES Dial-A-Ride**

The West Shores Roadrunner Dial-A-Ride is a demand response transit service within the County of Imperial. The service operates in the communities on the West side of the Salton Sea. Demand response service is available to the general public and provided two (2) days a week. For information please call 760-337-8002.

The service is subsidized and administered by the ICTC and operated by a private non-profit transportation carrier.

**IMPERIAL Dial-A-Ride**

The Imperial Dial-A-Ride is a demand response transit service within the City of Imperial. The service also operates between the City of Imperial and El Centro. Demand response service is provided five (5) days a week to seniors and persons with disabilities. For information please call 760-337-8002.

The service is subsidized by the ICTC, administered by the City of Imperial and operated by a private non-profit transportation carrier.
Bicycle and Pedestrian Projects (TDA-LTF Article 3)

On an annual basis three percent (3%) of the Local Transportation Fund (LTF) is set aside for the development of bicycle and pedestrian related projects. Each year in the month of September, the member agencies submit candidate projects. These projects are approved in a public process by the Imperial County Transportation Commission (ICTC). Member agencies then submit claim forms for approved projects throughout the fiscal year. Typically agencies submit projects to create curb cuts for handicap access where currently none exists. In addition, all of the member agencies have completed, or are in the process of completing Master Bicycle Plans. For further information, please contact the specific public works department in each community.

Local Bus Stop Benches and Shelters Program (TDA-LTF Article 8e)

The ICTC created a bench and shelter program to facilitate the installation and maintenance of bus stops for the regional public transit services. The program sets aside funding annually for the member agencies. This funding can be used for the installation of new bus stops, and the upgrade and refinement of existing stops. This includes adding benches and shelters and general maintenance i.e., painting red curbs. Bus stops are identified and located by authorized agency personnel according to approved industry standards. At this time each agency is responsible for the bus stop locations in their respective jurisdictions. Each agency chooses the amenities and aesthetics desired as per local requirements and values.
7th and State Streets Intermodal Transfer
Terminal—El Centro

The ICTC and the City of El Centro developed plans and received grant funding to create a unique transfer facility at 7th and State Streets in El Centro. The facility will provide the opportunity to transfer from the public intra city transit system, the IVT Blue and Green Lines, to the public intercity transit system Imperial Valley Transit. Transfer Terminal opened for the public in January 2014.

This project was funded with the grant funds through the Federal Transit Administration (FTA) 5307 program, as well as economic stimulus funding from the American Reinvestment and Recovery Act (ARRA).

Brawley Transfer Transit Terminal – S. 5th St. and S. Plaza Street, Brawley CA

The ICTC and the City of Brawley received state and federal funding to complete a unique transfer facility at S. 5th Street and S. Plaza Streets in Brawley. The facility will initially provide the opportunity to transfer from taxis, Dial-A-Ride and routes on Imperial Valley Transit. With implementation of the Gold Line, Brawley residents will be able to use this facility for both intercity and intra-city transit trips and transfers.

The right-of-way and design for the project was federally funded through the FTA 5311 funds through the American Recovery and Reinvestment Act of 2009 (ARRA). Construction will be completed with FTA 5309 and State funds through the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) of Proposition 1B Bond Program. PTMISEA funds are set aside for transit operators to use for transit rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements, or rolling stock (buses and rail cars) procurement, rehabilitation or replacement.

The Transfer Terminal opened for the public in December 2013.
Capitol Improvement Program FY 2014/2015

Imperial Transit Park

The City of Imperial requested a federal FTA 5309 earmark through Congressman Filner for the acquisition of right of way, design and construction of the Imperial Bus Transfer Park. The City received an award of $974,000. The City also will be using Public Transportation Modernization, Improvement and Service Enhancements Account (PTMISEA) funds for the Engineering and Design in the amount of $243,000.

A site for the Imperial Transfer Park will be identified in FY 2014/2015.

Calexico Border Intermodal Transportation Center (ITC) Feasibility Study

The proposed Calexico Border Intermodal Transportation Center (ITC) will facilitate the movement of pedestrians and access with public and private transit services: those crossing to and from Mexico; those being dropped off and picked up; and those using transportation services to/from cities throughout Imperial Valley and beyond.

The Imperial County Transportation Commission (ICTC) in partnership with Caltrans, City of Calexico and Southern California Association of Governments (SCAG) have determined that an ITC concept adjacent to the international border crossing can mitigate various mobility impacts generated by the Calexico Port of Entry expansion project. The study was underway in FY 2013/2014 with completion in fall of 2014.

The study has identified three locations to proceed with development of conceptual designs and determine operational and financial feasibility. The next step will be to pursue funding for design and construction.

The goal of this project is to provide a full service transit center for the residents of Calexico, Imperial Valley and beyond.
ADMINISTRATION / OPERATIONS / PROGRAMS:

Staff will continue to coordinate the various subcommittees, administer the transit services contracts, monitor for compliance issues, coordinate various consultant prepared technical documents, provide technical assistance to public and private service providers and coordinate the disability eligibility certification process. There are several new planning projects scheduled for this year. Staff time is dedicated to finalizing the projects and plans currently in progress and getting the new projects under way. Staff time is also implementing projects identified in previous plans and studies.

The following is a list of planning and technical studies or projects recently underway or completed to date:

1. City of Brawley IVT Gold Line Circulator—Implementation Phase
2. City of Calexico IVT Orange Line Circulator—Pursuit of Funding
3. Continuation of the El Centro Blue/Green Line Circulator—Implementation Phase
4. El Centro Transfer Terminal—Implementation Phase
5. City of Imperial IVT Red Line Circulator—Pursuit of Funding
6. Evaluation/Analysis of Public Transit Fare Increase
7. 2011 Update to the Short Range Transit Plan
8. The FY 2008-2010 ICTC TDA Triennial Performance and Management Audit
9. Update to the 2009 Coordination Plan
10. Imperial Valley/San Diego State University - IV Transit Shuttle Analysis—Scheduled for completion FY 2014/15
11. Conversion of Bus route map to GIS format
12. Full implementation of low emission diesel engines in fixed route transit buses
13. Development of the “Imperial Valley Transit” website (www.ivtransit.com)

The following list details the planning studies scheduled in future years which are not included in these budget figures:

1. Feasibility Review for Development of Uniform Bus Stop Signs
2. Update to the 1995 IVAG TDA Guidebook
### Appendix A

#### FY 2014-15 Imperial County Transportation Commission Cost Sharing Agreement

**Option 3 (Population Distribution)**

<table>
<thead>
<tr>
<th>Agency</th>
<th>*Population</th>
<th>%</th>
<th>Annual Base Amount</th>
<th>Adjusted %</th>
<th>Annual Adjusted Amount</th>
<th>Quarterly Billing Amount</th>
<th>Change from Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Brawley</td>
<td>25,723</td>
<td>15.0</td>
<td>$14,958</td>
<td>12.4%</td>
<td>$12,381</td>
<td>$3,095.24</td>
<td>$10</td>
</tr>
<tr>
<td>City of Calexico</td>
<td>40,464</td>
<td>23.5</td>
<td>$23,530</td>
<td>19.5%</td>
<td>$19,476</td>
<td>$4,869.02</td>
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</tr>
<tr>
<td>City of Calipatria</td>
<td>3,687</td>
<td>2.1</td>
<td>$2,132</td>
<td>1.8%</td>
<td>$1,765</td>
<td>$441.26</td>
<td>$2</td>
</tr>
<tr>
<td>City of El Centro</td>
<td>43,495</td>
<td>25.3</td>
<td>$25,292</td>
<td>20.9%</td>
<td>$20,935</td>
<td>$5,233.73</td>
<td>$17</td>
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<tr>
<td>City of Holtville</td>
<td>6,154</td>
<td>3.6</td>
<td>$3,579</td>
<td>3.0%</td>
<td>$2,062</td>
<td>$740.51</td>
<td>$2</td>
</tr>
<tr>
<td>City of Imperial</td>
<td>16,677</td>
<td>9.7</td>
<td>$9,698</td>
<td>8.0%</td>
<td>$8,027</td>
<td>$2,006.74</td>
<td>$51</td>
</tr>
<tr>
<td>City of Westmorland</td>
<td>2,301</td>
<td>1.3</td>
<td>$1,338</td>
<td>1.1%</td>
<td>$1,109</td>
<td>$276.68</td>
<td>$2</td>
</tr>
<tr>
<td>County of Imperial</td>
<td>33,489</td>
<td>19.5</td>
<td>$19,474</td>
<td>18.1%</td>
<td>$18,119</td>
<td>$4,029.72</td>
<td>$13</td>
</tr>
<tr>
<td><strong>IID</strong></td>
<td>0</td>
<td>0.0</td>
<td>$0</td>
<td>0.0%</td>
<td>$0</td>
<td>$0</td>
<td>$11</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>171,970</td>
<td>100%</td>
<td>$100,000</td>
<td>100%</td>
<td>$100,000</td>
<td>$25,000.00</td>
<td></td>
</tr>
</tbody>
</table>

* Population from Dept of Finance May 2014

**IID percentage is based on an average of the 4 largest agencies = 35,793 which equates to 17.2% and reduces the base amount for the remaining member agencies to $82,772**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brawley</td>
<td>25,723</td>
</tr>
<tr>
<td>Calexico</td>
<td>40,464</td>
</tr>
<tr>
<td>El Centro</td>
<td>43,495</td>
</tr>
<tr>
<td>County</td>
<td>33,489</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td><strong>35,793</strong></td>
</tr>
</tbody>
</table>

Add IID average of the population to total population, then divide to get %

- \[
\frac{171,970 + 35,793}{35,793} = \frac{207,763}{35,793} = 5.8\%
\]

\[\frac{100,000}{17,228} = 5.8\%\]

Formulas approved by the ICTC May 2010 for $150K

Reduced in FY 2013-14 to $100K
C. IVT—FIXED ROUTE TRANSIT SERVICE OPERATING AGREEMENT, FISCAL YEAR 2012-2015, MODIFICATION #6
June 17, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

SUBJECT: IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services
Operating Agreement, Fiscal Year 2012-2016, Modification #6

Dear Commission Members:

IVT is the public fixed route bus system operated by First Transit, Inc. The ICTC administers and manages the fixed route contract on behalf of the member agencies. The service operates in tandem with IVT ACCESS for persons with disabilities, with coordinated service schedules and services areas. There currently is an average of 73,000 passenger trips a month, Monday through Sunday. The services are provided by a fleet of 40 ft. and 22 ft. ramp or wheelchair lift equipped buses.

Between July and December 2013, the Commission approved numerous transit service adjustments based on the prioritized list in the FY 2013-14 Unmet Transit Needs “Findings.” These service adjustments included the expansion of service hours for the IVC Express routes between Calexico and El Centro, additional service hours on Saturdays, the addition of limited service hours on Sundays. The IVT Gold line was also initiated in the City of Brawley.

In April 2014, the Commission also approved the purchase of the ten (10) 2012 Gillig transit buses from First Transit Inc. our fixed route contractor, and directed staff to return with a contract modification.

The contract for Imperial Valley Transit must be modified in order to revise (reduce) the cost and subsidy amounts. In addition, specific language needed to be added regarding roles and responsibilities for the care and maintenance of the public agency owned equipment. The purchase of the buses will lower the pricing through the life of the contract (June 2019).

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
However, using available vehicles and drivers, ICTC staff have also negotiated an afternoon weekday trip for the Brawley "FAST", and developed a new weekday roundtrip Holtville / El Centro "FAST" route. The "FAST" routes are short trips with no stops, designed to connect major activity centers within 30 to 35 minutes. These routes will be under a demonstration phase for a minimum of twelve months.

The resulting recommended contract pricing is a net increase in services hours and a net reduction in pricing as follows:

<table>
<thead>
<tr>
<th></th>
<th>net increase in annual service hours</th>
<th>net reduction in annual subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2014-15</td>
<td>410 / 2%</td>
<td>$243,073 / -9%</td>
</tr>
<tr>
<td>FY 2015-16</td>
<td>410 / 2%</td>
<td>$244,489 / -9%</td>
</tr>
</tbody>
</table>

Funding for these services is derived from the State's Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund, as well as, the Federal Transit Administration (FTA) and is available in the FY 2014-15 ICTC Overall Work Program and Budget.

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairperson to sign the modification #6 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective July 1, 2014 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
   a. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $2,599,451.
   b. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $2,689,438.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cl
SIXTH AMENDMENT TO AGREEMENT

This Sixth Amendment to Agreement for fixed-route transit services ("Amendment"), made and entered into effective this _______________________, 2014 is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC"), and FIRST TRANSIT, INC., a Delaware corporation qualified to do business in California ("PROVIDER").

WITNESSETH

WHEREAS, ICTC entered into that certain Agreement dated May 25, 2011, hereinafter the "Agreement", and attached hereto as Exhibit “1”; and

WHEREAS, ICTC entered into that certain First Amendment to Agreement dated August 22, 2012, hereinafter the “FIRST AMENDMENT”, and attached hereto as Exhibit “2”; and

WHEREAS, ICTC entered into that certain Second Amendment to Agreement dated May 27, 2013, hereinafter the “SECOND AMENDMENT”, and attached hereto as Exhibit “3”; and

WHEREAS, ICTC entered into that certain Third Amendment to Agreement dated July 1, 2013, hereinafter the “THIRD AMENDMENT”, and attached hereto as Exhibit “4”; and

WHEREAS, ICTC entered into that certain Fourth Amendment to Agreement dated November 13, 2013, hereinafter the “FOURTH AMENDMENT”, and attached hereto as Exhibit “5”; and

WHEREAS, ICTC entered into that certain Fifth Amendment to Agreement dated December 11, 2013, hereinafter the “FIFTH AMENDMENT”, and attached hereto as Exhibit “6”; and

WHEREAS, during the course of the performance of that Agreement the parties became aware that additional services should be performed for the completion of said Agreement; and

WHEREAS, the parties to that Agreement have identified the nature and cost of such additional work and wish to provide for completion of additional specialized work so identified.

NOW THEREFORE, and in consideration of the promises and payments herein set forth, the parties agree as follows:

1. Paragraph 6.1.2 of the Agreement is hereby amended and shall read as follows:

   6.1.2  “SERVICE HOURS

   Subsidized service is to be provided daily, Monday through Sunday.
ESTIMATED SERVICE ALLOCATION TABLE (see service schedule)

Monday through Friday  6:00 a.m. to 12:30 a.m.
Total Annual Weekdays =  252 weekdays
Estimated Annual Hours =  33,702 hours

Saturday  6:00 a.m. to 6:00 p.m.
Total Annual days =  52 days
Estimated Annual Hours =  3,224 hours

Sunday  6:00 a.m. to 6:00 p.m.
Total Annual days =  52 days
Estimated Annual Hours =  962 hours’

2. Paragraph 8.1.1 of the Agreement is hereby amended and shall read as follows:

8.1.1. “Compensation for services provided for under the Scope of Work: “Imperial Valley Transit Fixed-Route Bus Services Scope of Work FY 2011-12 through FY 2015-2016” shall be as follows:

8.1.1.1. For the period July 1, 2011 through June 30, 2012, the cost is identified as $2,491,560.00. The fare box is established at 17%; therefore the annual not-to-exceed subsidy will be $2,067,995.00.

8.1.1.2. For the period July 1, 2012 through June 30, 2013, the cost is identified as $2,737,061.00. The fare box is established at 17%; therefore the annual not-to-exceed subsidy will be $2,272,228.00.

8.1.1.3. For the period July 1, 2013 through June 30, 2014, the cost is identified as $3,247,655.00. The fare box is established at 17%; therefore the annual not-to-exceed subsidy will be $2,693,554.00.

8.1.1.4. For the period July 1, 2014 through June 30, 2015, the cost is identified as $3,131,869.00. The fare box is established at 17%; therefore the annual not-to-exceed subsidy will be $2,599,451.00.
8.1.1.5. For the period July 1, 2015 through June 30, 2016, the cost is identified as $3,240,287.00. The fare box is established at 17%; therefore the annual not-to-exceed subsidy will be $2,689,438.00.

8.1.1.6. For the period July 1, 2016 through June 30, 2017, the cost is identified as $2,939,760.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.1.7. For the period July 1, 2017 through June 30, 2018, the cost is identified as $3,013,200.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.1.8. For the period July 1, 2018 through June 30, 2019, the cost is identified as $3,011,040.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.1.9. The fare box recovery ratio calculated and required annually during the course of this Agreement is subject to the deduction of normal Transportation Development Act operating cost exclusions. PROVIDER shall provide all operating cost exclusions to ICTC.

8.1.1.10. In the event that the required fare box revenue is not achieved on an annual basis, the PROVIDER may be allowed to request compensation from the ICTC for reimbursement up to the agreed upon annual cost. The lack of attainment for the annual fare box revenue must not be due to circumstances affecting the quality of transit service within the PROVIDER’s control, e.g. ICTC’s documentation of poor maintenance affecting the reliability of service or passenger comfort on vehicles, or inappropriate behavior by customer service staff or vehicles drivers.”

3. A new paragraph 16.18 is added as follows:

“16.18 Any and all ICTC-owned buses used by PROVIDER in providing this fixed-route transit service shall be maintained pursuant to the terms of the document entitled “BUS MAINTENANCE”, attached hereto as EXHIBIT “C” and incorporated herein by this reference.”
4. In all other respects, the Agreement, as amended, remains in full force and effect.

5. This Amendment is effective as of the day and year first written above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed the day and year first above written.

IMPERIAL COUNTY TRANSPORTATION COMMISSION:  

By: _______________________________  

, Chairman  

PROVIDER:

By: _______________________________

NICK PROMPONAS, Senior Vice President

ATTEST:

_______________________________

CHRISTI LERMA, Secretary to the Commission

APPROVED AS TO FORM:

MICHAEL L. ROOD

County Counsel

By: _______________________________

Eric Havens, Deputy County Counsel
Exhibit C - BUS MAINTENANCE

It shall be First Transit’s responsibility to provide maintenance personnel and institute a vehicle maintenance program to achieve a high level of maintenance on the fleet of ICTC-owned buses provided to Contractor. ICTC expects maintenance of vehicles in the highest level of condition by covering the following, but not limited to, general elements:

- Preventative Maintenance
- Mechanical Maintenance
- Zero Tolerance Graffiti Removal
- Cleaning Program
- Engine and Transmission
- Quality Control
- Warranties on New Buses
- Interior Bus Maintenance (Seats, Driver Seats, Floors)
- Wheelchair Lift/Ramp Maintenance
- Farebox Maintenance
- Tire Servicing
- Wheel Cleaning
- Maintenance Performance Analysis
- Maintenance Reporting

All preventative maintenance inspections and mechanical maintenance shall be performed by qualified employees of the Contractor unless otherwise noted. Contractor is responsible for providing the necessary trained and qualified staff to perform all elements required as part of the maintenance program included within this Agreement. Contractor shall increase staffing as a function of need to perform all tasks required of the maintenance program over the course of the project.

If Contractor staffing levels for maintenance personnel fall below what it required by the agency and based on the Contractor staffing proposed, Contractor shall temporarily utilize existing personnel for additional time, or shifts, to insure that the maintenance staffing workload meets, or exceeds, the minimum Full Time Equivalent (FTE) requirements for each of the maintenance staffing categories proposed by Contractor, until such time that additional staff are hired, trained, and employed. Failure to maintain staffing levels that equal, or exceed the required levels for operating efficiency may subject Contractor to liquidated damages. Subcontracting of additional or specialized cleaning functions may be considered. However, all maintenance manager, mechanic and service positions must be employees of the Contractor. Contractor’s duty and responsibility to maintain all vehicles and equipment is not delegable to any other person, firm or corporation. All subcontracts of maintenance functions must be approved by ICTC in advance, and may not substitute for staffing levels shown in Contractor’s staffing plan.

1. MAINTENANCE PERSONNEL

Maintenance personnel assigned to work on ICTC-owned and other contractor buses shall have thorough knowledge of:

1.1. Bus engines, transmissions, and related mechanical parts.
1.2. Methods and procedures used in servicing mechanical equipment.
1.3. Bus chassis and bodies.
1.4. Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of bus equipment.
1.5. Decimals, fractions, and specifications related to bus mechanics.
1.6. Specialized areas such as upholstering, brake relining, air conditioning, wheelchair lift or device, fareboxes, electronic destination signs, and laptop computer diagnostic programming.

2. MAINTENANCE PERSONNEL SKILLS

2.1. Inspect bus engines, transmissions, fuel systems, and other mechanical, electric, and electronic parts and components.
2.2. Diagnose bus engine, transmission, fuel systems, and other mechanical, electrical, and electronic parts and component system problems.
2.3. Repair bus engines, transmissions, fuel systems and other mechanical, electrical, and electronic parts and components when necessary.
2.4. Diagnose and repair electronic components, such as the bus electronic control system, fareboxes, electronic destination signs, wheelchair lift/ramp mechanisms and air conditioning systems.

3. PREVENTIVE MAINTENANCE

Contractor shall adopt and maintain a formalized preventative maintenance program for all vehicles in conformance with manufacturers’ preventative maintenance schedules, state law, industry standard practices, and other detailed maintenance required by ICTC. Preventative Maintenance Inspection (PMI) Checklists will be based on PMI intervals, as well as the minimum requirements for each interval (based on manufacturers recommended schedules). Any PMI procedures that go above and beyond these minimum requirements are entirely up to Contractor, but the minimum requirements must be met within +/- 500 miles of the specified interval.

PMI intervals shall be at the following inspection mileages:

- A 3,000 miles or 45 days
- B 6,000 miles
- C 24,000 miles
- D 48,000 miles

The mileage intervals are based on a progressive PMI cycle. If a vehicle has been out of service for more than 30 continuous days, the vehicle must be given an “A” inspection in order to inspect tanks, brakes, and other related items in an “A” inspection prior to re-entering revenue service. Any vehicle that has had the repair of major body damage or collision repairs, shall have an inspection documented and forwarded to ICTC staff to insure vehicle has been returned to full compliance.

Contractor must also meet, or exceed, the PMI requirements set forth by vehicle builders and all major component manufacturers. Major components include, but are not limited to, engines, transmissions, A/C and heating, doors, radios, wheelchair lifts, fareboxes, destination signs, and fuel tanks. Failure to follow manufacturers’ guidelines may result in liquidated damages and/or termination of the Agreement. ICTC shall determine Contractor’s compliance with the above requirements by reviewing detailed monthly PMI reports, and or by utilizing an independent maintenance consultant. ICTC may select buses randomly for independent third party inspections.
If Contractor wishes to revise some of these requirements during the course of the service agreement (because of new information, or techniques that have been approved by the manufacturer), it may present a revised plan, with supporting documentation, to ICTC for review. ICTC decisions regarding revised PMI procedures shall be final.

In addition to these minimum PMI requirements, Contractor must also create and implement PMI functions for the following equipment:

1. Wheelchair Lifts and Ramps – PMI programs for all lift and ramp systems shall be developed to meet the manufacturers’ requirements to address warranty, safety, reliability, and longevity issues.

4. MECHANICAL MAINTENANCE PROGRAM

Contractor, at its sole cost and expense, shall provide all lubricants, repairs, cleaning, cleaning agents, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement required for the operation of all equipment pursuant to the Agreement, unless otherwise indicated. Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles and equipment, radios, fareboxes, and all other ICTC-provided equipment to be used to perform this Agreement in strict conformity to all CHP regulations and Title 13 requirements.

ICTC may inspect any vehicle at any time. Contractor shall allow ICTC, or its designated agent, access to Contractor’s facilities and records for the purpose of monitoring the Contractor’s maintenance performance, as ICTC deems necessary. ICTC shall be permitted to view and copy any vehicle maintenance records, inspect vehicles, and request Contractor’s personnel to drive vehicles and/or position vehicles to inspect the undercarriage, as is necessary to evaluate the condition of vehicles used in the performance of this Agreement. ICTC, or its designated agent(s), shall conduct such inspections on a regular basis.

All parts, materials, tires, lubricants, fluids, oils and procedures used by Contractor on all ICTC-owned vehicles, vehicles and equipment shall meet, or exceed Original Equipment Manufacturer (OEM) specifications and requirements. All parts installed by Contractor on ICTC-owned buses shall become property of ICTC.

At a minimum, the Maintenance Program must provide that:

4.1. All wheelchair lifts, ramps, and other accessibility-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that all accessibility features are fully operational whenever the vehicle is used in revenue service.

4.2. Fareboxes, radios, destination signs, public address systems, request-to-stop systems, and passenger doors shall be inspected, serviced and lubricated at intervals necessary to ensure that this equipment is fully operational as designed whenever the vehicle is used in revenue service.

4.3. At scheduled oil change intervals, a laboratory engine and transmission oil analysis shall be performed on every ICTC-provided bus engine or transmission. The analysis program used by Contractor shall be subject to approval by ICTC.
4.4. Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system. Brakes must be fully inspected, at a minimum, of 3,000 miles at the “A” inspection.

4.5. All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body damage and all bus appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences. In the event that the repairs cannot be made within three weeks due to the severity of damage, and/or backorder of parts not typically in Contractor’s inventory, Contractor shall work with ICTC to establish a reasonable schedule for completion.

4.6. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional (as designed) condition at all times.

4.7. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus at all times.

4.8. Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times during revenue service. Contractor shall maintain the A/C systems in an operable condition throughout the entire year.

4.9. Bicycle racks (front two position SportWorks) are provided on all buses provided for this service. Contractor shall maintain bicycle racks in good working order. Racks shall be inspected every 3,000 miles with the “A” PMI. Racks may need to be sanded, repainted or polished, or replaced (if not easily repaired).

4.10. Contractor, as manager of the fleet, shall establish and maintain a spare parts inventory based on the age and variety of vehicles, sufficient to ensure that peak hour vehicle requirements are met. Vehicles may not be used to supply spare parts for other buses.

4.11. ICTC may remove a vehicle from revenue service if ICTC determines that maintenance on any vehicle is not in conformity with the Agreement.

4.12. Contractor, as an agent for ICTC in the case of warranted equipment, will be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all parts and labor, which are covered under warranty. Contractor shall diligently follow the preventative maintenance program so any warranty coverage on ICTC-owned or provided equipment is not lessened or invalidated.

4.13. Upon completion or termination of the Agreement for any reason, Contractor shall return vehicles, and all other ICTC-provided equipment to ICTC less reasonable wear-and-tear, as determined by accepted bus industry standards and approved by ICTC.

4.14. Driver and passenger seats shall be maintained in proper operating condition at all times. It shall include, at a minimum, inspection, repair, and replacement for seat cushions, frames, armrests, and all electrical, mechanical, and pneumatic components. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color as those materials being replaced.

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4.15. Contractor is responsible for all towing services related to this AGREEMENT.

4.16. Tire maintenance and replacement are the responsibility of the Contractor. Any new buses delivered during the Agreement will be delivered with tires purchased by ICTC as part of the bus procurement. Any replacements for these original tires will be the responsibility of the Contractor when the original tires require replacement.

4.17. Steam cleaning of engine compartments of buses shall be carried out with Contractor equipment on a regular basis. It is expected that the engine compartment be steam cleaned or pressure washed (at high temperature) prior to every “A” inspection at 3,000 miles.

5. MAINTENANCE SHOP PRACTICES

5.1. The Contractor provided Maintenance Manager shall verify the quality of the work performed, and add his/her signature to the PMI Inspection form.

5.2. Tires shall always be matched (by manufacturer, size, and tread pattern) on each axle. Contractor shall follow manufacturer’s recommended guidelines for wheel maintenance and cleaning. Contractor shall clean all wheels weekly and re-paint steel wheels as necessary.

5.3. Broken or cracked glass or window liners shall be replaced immediately upon discovery. No buses shall enter into revenue service with broken or cracked glass at any time. Scratched or etched glass or window liners shall be replaced weekly, unless significant damage or offensive in nature, which shall require immediate replacement.

5.4. Bus Brake Replacement

5.4.1. Both brakes on an axle will be replaced at the same time.

5.4.2. Wheel seals will be replaced with every brake job, and bearings will be checked.

5.5. Other

5.5.1. Cradle motor mounts shall be replaced in pairs.

5.5.2. Radiators shall be re-cored or replaced at the time of engine replacement.

5.5.3. Bus maintenance and storage facilities shall be free of freestanding water. All oil, grease, fluids, dirt, trash, rags, boxes, etc. shall be removed from bus maintenance and storage facilities daily. ICTC may inspect shop condition on a regular basis.

6. BUS MAINTENANCE RECORD KEEPING

Contractor will maintain an up-to-date vehicle file for each vehicle containing, at a minimum, the following information:

6.1. Year and Make
6.2. Model
6.3. Serial number/ICTC fleet number
6.4. License number
6.5. Vehicle Identification Number (VIN)
6.6. Date received
6.7. Date placed in service
6.8. Annual miles
6.9. Contract miles
6.10. Life miles
6.11. Major Component Rebuild and Replacement including date and life-miles
6.12. Vehicle repairs
6.13. Preventive Maintenance Inspection Reports
6.15. Work Orders

The "Preventive Maintenance Inspection" Report will be kept for at least four (4) years for all vehicles. The Daily Bus Report will be kept for the period required by the California Highway Patrol (CHP).

Copies of the "Preventive Maintenance Inspection" report will be submitted to ICTC on a quarterly basis, if so requested by ICTC. ICTC shall coordinate with Contractor for submittal of selected summary type reports from the computerized maintenance system. Any Daily Bus Report shall be submitted to ICTC upon request. Contractor shall submit the entire vehicle file, or selected reports, from the maintenance software system to ICTC upon request. The computerized maintenance software system must be backed up regularly.

At the minimum, Contractor shall submit monthly maintenance report summaries each month including maintenance PMIs done in the past month, and vehicle cleaning summaries.

7. SAFETY

7.1. ICTC will require that the Motor Carrier Unit of the CHP annually prepare and submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343A). Contractor shall fully cooperate with, and allow access as requested to, any CHP officer, or agent, for the purposes of preparing the CHP 343. Contractor must attain satisfactory ratings in each category of the Safety Compliance Report. Contractor must expeditiously correct any deficiencies noted on any CHP vehicle or terminal inspection report.

7.2. ICTC requires that Contractor regularly inspect and maintain all safety equipment used or required in the fulfillment of this Agreement. Contractor is responsible for purchasing, at its own cost, replacement fire extinguishers, first aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure that spares are always available and that the operation maintains compliance with local, state, and federal safety regulations. Drivers’ daily vehicle inspection shall include a check of the fire extinguisher and triangle reflector kit. Used, missing, or broken items must be replaced as soon as practicable. All vehicle and facility fire extinguishers shall be inspected and tagged no less frequently than annually. First aid kits shall be inspected and professionally serviced at least once per year.

8. ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS
ICTC recognizes that during the term of this Agreement, engines and/or transmissions of ICTC-owned buses not under warranty may have to be rebuilt or replaced. If Contractor determines that an engine or transmission needs to be rebuilt or replaced, the Contractor shall notify ICTC, in writing, detailing the reasons for such a determination including pertinent information from the vehicle file and a detailed cost estimate. An outside vendor may be used if deemed cost effective after consultation and approval by ICTC.

8.1. After review, ICTC may direct Contractor in writing, to proceed with the recommended work.

8.2. Contractor will only be permitted to pass through to ICTC the costs related to any engine or transmission work accomplished following the above-mentioned procedure. ICTC will not be liable for any costs if Contractor does not follow the above-mentioned procedure. Contractor must submit a detailed invoice to ICTC for all such work.

8.3. If ICTC determines that such work is necessary due to poor maintenance performance by Contractor, ICTC will not be liable for any costs.

8.4. Contractor shall remain responsible for all costs related to repair or replacement of any engine-driven part including, but not limited to, generators, hydraulic pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air-conditioning compressors, vacuum pumps, starter motors, and turbocharger. Contractor shall also remain responsible for all costs related to repair or replacement of transmission-related parts including, but not limited to, oil coolers, external oil lines, external filters, external linkage modulators, external speedometers/odometers, "driven" gears or sensors, neutral start switches, and temperature sensors.
VI. ACTION CALENDAR

D. IVT WEBSITE DEVELOPMENT AND HOSTING AGREEMENT, CONVEYOR GROUP, FY 2014-15 (IVTRANSIT.COM)
June 20, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Imperial Valley Transit (IVT) Website Development and Hosting Agreement, Conveyor Group FY 2014-15 (ivtransit.com)

Dear Commission Members:

The existing Imperial Valley Transit (IVT) website's development began in late 2004. At the time of its launch in 2005, the features and aesthetic of the site were both state of the art and highly intuitive - allowing site visitors to determine a variety of route options to suit their needs. Specific features included a real-time animated route map synchronized to the schedule, a route planning mechanism, a news and alerts posting feature, multiple methods of contacting IV Transit staff, a polling mechanism to obtain rider feedback, and a link for addressing frequently asked questions (FAQ). The site was highly visited and utilized.

In 2011, some of the site's core features and functionality had become partially incompatible with current web browsers and technologies. The mapping system on the current site predated most of today's integrated mapping systems and was built in a previously popular platform known as Adobe Flash. A technology that is not compatible with most mobile devices and smart phones – which did not exist when the first site was built. In addition, the routes and stops had evolved to a point where modifying them and updating the map was very difficult to do regularly.

In 2012, after in-depth discussion between ICTC, IVT and Conveyor staff and several rounds of research on peer agency websites, a new solution and direction were determined. Development then began on an entirely new website and online route schedule system for IV Transit, and one that would be more compatible with a variety of contemporary browsers and that would also be more flexible for future modification and enhancement.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
During 2013-14, several changes were made. The most significant difference with the new site is the integration of the Google mapping system, which is being synchronized to a comprehensive database of routes and stops including Global Positioning System (GPS) data which is combined with key landmarks for each point. The maps are embedded on the site and interact with the route schedule automatically to show stops on the map by clicking on the schedule, and vice versa. Google's maps are the most standard mapping platform on the web today and the improvements they make will continually improve the IV Transit site. Most importantly, the new maps are fully compatible with mobile devices such as tablets and smart phones, in addition to desktop and mobile PCs.

Additional core features on the new site include intuitive rider alerts, quick access to important route schedules and maps, intuitive route search and filtering features, more contemporary content formatting, enhanced accessibility and compatibility, easy to use feedback and communication forms, and the ability to more quickly integrate and update routes and schedules as they evolve. The schedule on the site are the most up-to-date and accurate version available. Future plans are to continue to update for service changes and monitor advances in technology.

Funding for this project is in the ICTC adopted 2014-15 Overall Work Program and Budget under the IVT marketing allocation. The proposed agreement can be extended annually based on mutual agreement.

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the Imperial Valley Transit website consultant agreement with the firm of Conveyor Group, for the not to exceed fee of $30,995.00 effective July 1, 2014 through June 30, 2015.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

Attachment
AGREEMENT FOR SERVICES
(Conveyor Group)

THIS AGREEMENT FOR SERVICES ("Agreement") is made and entered into on __________, 2014 by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC"), a political subdivision of the State of California and CONVEYOR GROUP, a California partnership ("CONSULTANT").

WITNESSETH

WHEREAS ICTC desires to retain a qualified individual, firm or business entity to provide professional services to assist ICTC in the development, design and hosting of a custom website for ICTC for the Imperial Valley Transit fixed route bus services; and

WHEREAS, CONSULTANT has represented that it is qualified to perform such services; and

WHEREAS, ICTC has chosen to engage CONSULTANT to perform these services.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, ICTC and CONSULTANT agree as follows:

1. DEFINITIONS.

"Proposal" shall mean the CONSULTANT’s proposal entitled “Project Estimate” dated April 25, 2014. The Proposal is attached as Exhibit “A” and incorporated herein by this reference.

2. DESCRIPTION OF WORK.

CONSULTANT shall provide the services consistent with CONSULTANT’s Proposal. The work shall be performed pursuant to generally accepted standards of professional practice for this type of work.

3. COMPENSATION.

3.1 CONSULTANT shall be entitled to compensation for services as described in the Proposal, but in no event greater than Thirty Thousand Nine Hundred Ninety-Five Dollars ($30,995.00).

3.2 Except as provided in paragraph 3.1, ICTC shall not be responsible to pay CONSULTANT any compensation, out-of-pocket expenses, fees or other remuneration.
3.3 CONSULTANT shall be paid in the following manner: a signed Project Estimate and 30% of the total fee is due upon booking; thereafter, payment will be made by ICTC upon presentation of an invoice by CONSULTANT providing details of task completion and hours worked. Such invoice shall be submitted to:

    Executive Director

    Imperial County Transportation Commission

    1405 N. Imperial Ave. Suite 1

    El Centro, Ca. 92243

ICTC agrees to pay CONSULTANT within thirty (30) days of the date of the receipt, review and approval of same.

3.4 This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the services as set forth in this Agreement, the Agreement shall be terminated after written notice to CONSULTANT of the unavailability and/or non-appropriation of funds.

4. **TERM OF AGREEMENT.**

This Agreement shall become effective on July 1, 2014 and will remain in effect until June 30, 2015. This agreement may be renewed annually by written agreement.

5. **REPRESENTATIONS BY CONSULTANT.**

5.1 CONSULTANT understands and agrees that ICTC is relying upon CONSULTANT’s representations that it will provide services herein to the standard of care ordinarily exercised in CONSULTANT’S profession.

5.2 CONSULTANT represents and warrants that CONSULTANT possesses all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

5.3 CONSULTANT represents and warrants that any employee, contractor and agent who will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
5.4 RETENTION AND ACCESS OF BOOKS AND RECORDS.

CONSULTANT represents and warrants that it shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

(a) CONSULTANT shall maintain all ledgers and books of account, invoices, vouchers, canceled checks, and other records relating to CONSULTANT’S charges for services or expenditures and disbursements charged to ICTC for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.

(b) CONSULTANT shall maintain all reports, documents and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

(c) Any records or documents required to be maintained by CONSULTANT pursuant to this Agreement shall be made available to ICTC for inspection or audit, at any time during CONSULTANT's regular business hours provided ICTC provides CONSULTANT with seven (7) days advanced written or oral notice.

(d) Copies of such documents indicated for receipt of notices under Paragraphs 11 and 15 of this Agreement shall be provided to ICTC at no cost.

5.5 CONSULTANT represents and warrants that any errors in its services provided hereunder, not including errors in content provided by ICTC, shall be corrected at no additional charge to ICTC.

6. TERMINATION.

6.1 ICTC or CONSULTANT may terminate this Agreement, without cause, by notifying the other party in writing thirty (30) days prior to the date of termination. In the event of termination, CONSULTANT will be due the share of the fees represented by the proportion of the work completed and expenses incurred as of the date of termination.

6.2 This project is being funded with special, designated funding. If ICTC determines that
such funds are not available for any reason, ICTC can notify CONSULTANT that the project is either suspended or terminated and CONSULTANT shall immediately cease all work on the project until further direction is given.

7. **OWNERSHIP OF MATERIALS.**

All preliminary reports, plans, specifications, field data and notes, including documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. The final plans, specifications, any reports and all final documents are and will remain the property of ICTC.

8. **FORCE MAJEURE.**

CONSULTANT shall not be held responsible for delays in performing services as a result of acts beyond its control and without its fault or negligence, including, but not limited to acts of God or public enemies, acts of state or local governments or public agencies, utility or telecommunication delays or failures, accidents not resulting from CONSULTANT’s negligence, fire, flood, storms, epidemics, strikes, lockouts, industrial disturbances, war, rebellion or civil strife, or failure of ICTC to provide requested data reasonably required to perform CONSULTANT’s assigned task(s) where such failure was not caused in whole or in part by CONSULTANT. In the event of a delay attributable to the foregoing, the time for performance of work shall be extended for a period of time equal to the delay.

9. **INDEMNIFICATION.**

9.1 To the extent permitted by law, ICTC agrees to indemnify, defend and hold harmless CONSULTANT from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner, in whole or in part, are caused or contributed to, by any willful misconduct or negligence, whether active or passive of ICTC, or anyone acting under its direction in connection with or incident to the services provided hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of CONSULTANT.

9.2 To the extent permitted by law, CONSULTANT agrees to indemnify, defend and hold harmless ICTC from and against any and all claims, actions, demands, liabilities, damages,
losses, and expenses of whatever kind, which are in any manner, in whole or in part, are caused or contributed to, by any willful misconduct or negligence, whether active or passive of CONSULTANT, or anyone acting under its direction in connection with or incident to the services provided hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of ICTC.

9.3 Despite Paragraphs 9.1 and 9.2, in the event that ICTC and CONSULTANT are both held to be negligently or willfully responsible, ICTC and CONSULTANT will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.

10. LICENSES AND PERMITS

CONSULTANT shall comply with all federal, state and local laws and regulations pertinent to its operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. CONSULTANT shall further comply with all laws applicable to wages and hours of employment, including prevailing wage laws, occupational safety, and to fire safety, health and sanitation.

11. INSURANCE.

11.1 CONSULTANT hereby agrees at its sole cost and expense to obtain and maintain in full force the following policies of insurance for the term of this Agreement:

(a) Commercial General Liability coverage in the minimum amount of one million dollars ($1,000,000) combined single limit to any one person and two million dollars ($2,000,000) aggregate for any one accident, including personal injury, death and property damage.

(b) Automobile liability coverage of one million dollars ($1,000,000) including owned, non-owned and hired vehicles.

(c) To the extent required by law, Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONSULTANT and Employer's Liability in the minimum amount of one million dollars ($1,000,000).
11.2 **Special Insurance Requirements.** All insurance required under paragraph 11.1 shall:

(a) Be procured from an insurer authorized to do business in California.

(b) Be primary coverage as respects ICTC and any insurance or self-insurance maintained by ICTC shall be in excess of CONSULTANT’s insurance coverage and shall not contribute to it.

(c) Name ICTC as an additional insured on all policies except Workers’ Compensation and Professional Liability coverage.

(d) Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the ICTC. However, CONSULTANT may not terminate such coverage until it provides ICTC with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of the ICTC shall, at the option of the ICTC, be grounds for termination of this Agreement.

11.3 **Additional Insurance Requirements.**

(a) ICTC is to be notified immediately of all insurance claims related to this Agreement and/or this Project. ICTC is also to be notified if any aggregate insurance limit is exceeded.

(b) **Deposit of Insurance Policy.** Promptly on issuance, re-issuance, or renewal of any insurance policy required by this Agreement, the CONSULTANT shall, if requested by ICTC, cause to be given to ICTC satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

(c) CONSULTANT agrees to provide ICTC with the following insurance documents on or before the effective date of this Agreement:

   (1) Complete copies of certificates of insurance for all required coverages
including Additional Insured Endorsements and 30 days Notice of Cancellation Clause endorsements.

(2) The documents enumerated in Paragraph 11.1 shall be sent to the following:
   Executive Director
   Imperial County Transportation Commission
   1405 N. Imperial Ave. Suite 1
   El Centro, Ca. 92243

(3) Nothing in this, or any other provision of this Agreement, shall be construed to preclude the CONSULTANT from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

12. **INDEPENDENT CONTRACTOR.**

In all situations and circumstances arising out of the terms and conditions of this Agreement, CONSULTANT is an independent contractor, and as an independent contractor, the following shall apply:

12.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the requirements and results specified by this Agreement or any other Agreement.

12.2. CONSULTANT shall be responsible to ICTC only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of the requirements of this Agreement.

12.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, the ICTC, and ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of the ICTC.

12.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, andICTC shall
not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.

12.5. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

12.6 CONSULTANT is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICTC.

12.7 CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind or obligate the AUTHORITY in any way without the written consent of ICTC.

13. NON-DISCRIMINATION.

During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment or employee of the ICTC or member of the public because of race, religion, color, national status, age, sex, or sexual orientation. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment and employees and members of the public are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et. seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900 set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargain or other Agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.
14. ASSIGNMENT.

14.1 This Agreement shall not be assigned nor subcontracted to another by
    CONSULTANT without the prior written consent of ICTC.

14.2 Consent by ICTC to an assignment or subcontract shall not release CONSULTANT
    from its primary liability under this Agreement, and ICTC’s consent to one
    assignment or subcontract, shall not be deemed consent to other assignments and/or
    subcontracts.

14.3 Any attempt by the CONSULTANT to assign or otherwise transfer any interest in this
    Agreement without obtaining the prior written consent of ICTC shall be void.

15. NOTICES AND REPORTS.

15.1 All notices and reports under this Agreement shall be in writing and may be given by
    personal delivery or by mailing by certified mail, addressed as follows:

    ICTC                                    CONSULTANT
    Executive Director                      Aaron Popejoy
    ICTC                                    Conveyor Group
    1405 N. Imperial Ave. Suite 1          2419 Imperial Business Park Dr.
    El Centro, CA 92243                    Imperial, CA 92251

15.2 All notices and reports under this Agreement may be given by personal delivery or by
    mailing by certified mail at such other address as either party may designate in a notice
    to the other party given in such manner.

15.3 Any notice given by mail shall be considered given when deposited in the United States
    mail, postage prepaid, addressed as provided herein.

16. ATTORNEY’S FEES.

    If either party herein brings an action to enforce the terms thereof or declare rights hereunder,
    the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney’s
    fees and actual costs to be paid by the losing party as fixed by the court.

17. MODIFICATION.

    No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
unless the same is in writing and signed by both parties.

18. **WAIVER.**

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

19. **CHOICE OF LAW.**

The laws of the State of California shall govern this Agreement. This Agreement is made and entered into in Imperial County, California. Any action brought by either party with respect to this agreement shall be brought in a court of competent jurisdiction within said county.

20. **REVIEW AND INTERPRETATION OF AGREEMENT TERMS.**

This Agreement has been reviewed and revised by legal counsel for both ICTC and CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

21. **CAPTIONS.**

Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms hereof.

22. **SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or is in contravention of any federal, state, or local statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of this Agreement are declared severable.

23. **AUTHORITY.**

Each of the individuals executing this Agreement on behalf of CONSULTANT and ICTC represent and warrant that:

23.1 He or she is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT or ICTC, as applicable; and
23.2 Such execution and delivery on behalf of CONSULTANT is in accordance with the terms of its partnership agreement.

24. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between ICTC and the CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ICTC:

By: ____________________________
Chairman

CONSULTANT:

By: ____________________________
CONVEYOR GROUP
Adron Popejoy, Operations Mgr.

ATTEST:

CRISTI LERMA,
Secretary to the Commission

APPROVED AS TO FORM:

MICHAEL L. ROOD
County Counsel

By: ____________________________
GEOFFREY P. HOLBROOK
Senior Deputy County Counsel
VI. ACTION CALENDAR

E. FIFTH AMENDMENT TO THE MED-EXPRESS OPERATING AGREEMENT, ARC—IMPERIAL VALLEY, FY 2014-15
June 20, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

Subject: Fifth Amendment to the Med-express Operating Agreement, ARC-Imperial Valley FY 2014-15

Dear Commission Members:

Medexpress is the public non-emergency transportation to medical facilities in the San Diego County area and is operated by ARC-Imperial Valley. The service has been in existence since 1994. The service operates four days a week for disabled and transit dependent persons.

The service is designed for access to medical facilities, clinics and other medical services that are not available in Imperial Valley. The vehicle operated is a lift equipped minibus designed for the physically and/or mentally disabled passenger. Currently the service operates 4 days a week, with a 30 day advance reservation system. There are an average of 23 passengers a trip and the farebox ratio is approximately 16.7%.

In November 2014, the service will recognize its 20th year of operation. ICTC and ARC staff have discussed the manner in which this event could be recognized. An increase in marketing funding is requested to provide temporary logos for the vehicles and tokens of appreciation to passengers, for the month of November.

There is an increase in subsidy requested by the operator. The cost is expected to be $224,959, less fares of $44,992 and a resulting subsidy of $179,967. Funding for this service is derived from the Transportation Development Act (TDA) Fund and passengers fares. Funding for this project is in the ICTC 2014-15 Budget.

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:
1. Authorize the Chairman to sign an fifth amendment document to the operating agreement with ARC-Imperial Valley for the continued operation of the Medexpress for the period effective July 1, 2014 through June 30, 2015, with an annual not to exceed operating subsidy ($179,967) with 6% marketing funding ($13,500), maintenance escalator ($7,500.00) and fuel escalator.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

Attachment
FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment (the "Fifth Amendment") dated July 1, 2014, amends the Agreement between Imperial County for and on behalf of Imperial Valley Association of Governments ("IVAG") and ARC – Imperial Valley, a California nonprofit corporation, as PROVIDER, dated December 19, 2006, and amended on August 17, 2010, July 27, 2011, July 25, 2012, and July 1, 2013 for the MedExpress program.

WITNESSETH:

WHEREAS, Imperial County, on behalf of IVAG, and PROVIDER entered into that certain agreement for paratransit services dated December 19, 2006 and attached hereto as Exhibit "1" and incorporated by this reference; and

WHEREAS, on March 24, 2010, the Imperial County Transportation Commission ("ICTC") assumed all of the assets and liabilities of IVAG as well as the authority to enter into contracts; and

WHEREAS, on August 17, 2010, that certain Agreement was amended, and is attached hereto as Exhibit "2" and incorporated by this reference; and

WHEREAS, on August 17, 2010, that certain Agreement was amended, and is attached hereto as Exhibit "3" and incorporated by this reference; and

WHEREAS, on July 25, 2012, that certain Agreement was amended, and is attached hereto as Exhibit "4" and incorporated by this reference; and

WHEREAS, on July 1, 2013, that certain Agreement was amended, and is attached hereto as Exhibit "5" and incorporated by this reference.

NOW THEREFORE, the parties agree as follows:

1. Paragraph 1.1 of the Agreement is deleted and replaced by the following:

"1.1 This Agreement shall commence on October 1, 2006 and shall continue until June 30, 2015."

2. A new paragraph 8.1.7 is added as follows:

"8.1.7 For the period July 1, 2014 through June 30, 2015, the cost is identified as Two Hundred Twenty Four Thousand Nine Hundred Fifty Nine Dollars ($224,959.00). The
fare box is established at twenty percent (20%); therefore the annual not-to-exceed subsidy shall be One Hundred Seventy Nine Thousand Nine Hundred Sixty Seven Dollars ($179,967.00).”

3. Paragraph 8.3 of the Agreement is deleted and replaced by the following:
“8.3 For the Term of this Agreement, COUNTY will pay to PROVIDER an amount for excessive wear and tear and mechanical repairs that exceed the line item budget amount annually. The additional mechanical subsidy will be calculated as follows: the full amount that maintenance and repair costs exceed the vehicle budget line item adjusted downward by any savings in any other budget line item which has not been fully utilized annually. PROVIDER shall submit request for the additional subsidy to COUNTY at the conclusion of the fiscal year in which the costs are incurred. The request shall state the reasons for the increased costs, and shall be accompanied by additional invoices substantiating said increases. This additional amount can be paid annually based on submitted documentation and will not exceed Five Thousand Dollars ($5,000) for fiscal year 2006-2007 and will not exceed Seven Thousand Five Hundred Dollars ($7,500) for fiscal years 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, and 2014-2015.”

4. Paragraph 13.1 of the Agreement is deleted and replaced by the following:
“13.1 Approval. Not later than thirty (30) days after the execution of this Agreement and thirty (30) days prior to the end of the fiscal year thereafter, PROVIDER shall deliver a marketing plan to COUNTY for COUNTY’s final approval. The marketing plan shall indicate all proposed activities with a corresponding budget of three percent (3%) of the total cost of the service for Fiscal Year 2006-2007; for Fiscal Years 2007-2008, 2008-2009, 2009-2010, 2010-2011, and 2011-2012, the marketing plan shall indicate all proposed activities with a corresponding budget of five percent (5%) of the total cost of the service for the fiscal year. For fiscal years 2012-2013 and 2013-2014, the marketing plan shall indicate all proposed activities with a corresponding budget of three percent (3%) of the total cost of the service for the fiscal year, which shall not
exceed an amount of Six Thousand Sixty-Five Dollars ($6065.00). For fiscal year 2014-2015, the marketing plan shall indicate all proposed activities with a corresponding budget of six percent (6%) of the total cost of the service for the fiscal year, which shall not exceed an amount of Thirteen Thousand Five Hundred Dollars ($13,500.00). PROVIDER shall be responsible for development and preparation of all marketing materials for the services, subject to the approval of COUNTY. PROVIDER shall coordinate the placement, scheduling and distribution of all advertising and promotional materials designed to inform patrons of COUNTY services and to promote ridership. PROVIDER is strongly encouraged to subcontract the marketing services to a qualified marketing firm or agency."

5. All other terms and conditions are and will remain in full force and effect. There are no other modifications, express or implied except as herein provided.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first above written.

IMPERIAL COUNTY TRANSPORTATION COMMISSION:

By:  
JACK TERRAZAS  
Chair of the Board

PROVIDER:  
ARC - IMPERIAL VALLEY

By:  
ART SANTOS  
Chief Executive Officer

ATTEST:  

By:  
CRISTI LERMA  
Secretary to the Commission

APPROVED AS TO FORM:  
ICTC COUNSEL

By:  
MICHAEL L. ROOD  
County Counsel

By:  
Eric Havens  
Deputy County Counsel
F. AMENDMENT 7 TO THE WEST SHORES DIAL-A-RIDE OPERATING AGREEMENT, ARC—IMPERIAL VALLEY, FY 2014-15
June 20, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

SUBJECT: Amendment 7 to the West Shores Dial-A-Ride Operating Agreement, ARC-Imperial Valley, FY 2014-15

Dear Commission Members:

The West Shores Dial-A-Ride is the public paratransit service operated by ARC-Imperial Valley within the communities along the West side of the Salton Sea. The use of the service revolves primarily around access by transit dependent residents to the nutrition program and medical clinic. There is also some use of the connection to Imperial Valley Transit in Westmorland, for those that need to travel into the more urbanized area (i.e. Brawley) for banking and other necessities. There are an average of 15 passengers per service day and the farebox ratio is approximately 5%.

Effective FY 2012-13, funding for this service is now derived from the Local Transportation Authority (LTA) 2% set aside for transit services, and is included in the FY 2013-14 ICTC OWP and Transit Budget that is expected to be approved on June 26, 2013.

In May 2014, the Commission took the following action related to participation in an ICTC staff prepared consolidated competitive bid effort for the five local Dial-A-Ride services:

1. Reject all bids from the January 2014 IVT RIDE Consolidated Paratransit Services bid due to a change in the scope of work.
2. Direct staff to circulate a revised June 2014 IVT RIDE Consolidated Paratransit Services bid.
3. Direct staff to return for final direction on an IVT RIDE Consolidated Paratransit Services contract award.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
In May, ICTC Staff also recommended that the current contract with ARC—Imperial Valley should be extended for an additional three months, to allow the competitive bid process to become finalized. The Commission then took the following action related to ICTC’s own participation in a consolidated bid effort for the West Shores Dial-a-Ride:

1. Confirmed the West Shores Dial-a-Ride service participation in the Consolidated Paratransit Services Competitive Bid Process.
2. Directed staff to negotiate a contract extension #7 with ARC-Imperial Valley for the operation of the West Shores Dial-A-Ride for the period effective July 1, 2014 through September 30, 2014.
3. Directed staff to return with a West Shores Dial-A-Ride contract extension #7 for Commission approval

However, the schedule for the revised consolidated bid effort has been extended, therefore ICTC staff are now recommending that the West Shores Dial-a-Ride contract be extended until November 30th, 2014.

ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign an amendment document to the operating agreement with ARC-Imperial Valley for the continued operation of the West Shores Dial-A-Ride for the period effective July 1, 2014 through November 30, 2014, with a not to exceed operating subsidy ($28,111), a farebox ratio of 5%, maintenance escalator ($2,500), fuel escalator ($2,500) and a marketing subsidy ($900).

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner
MODIFICATION AGREEMENT No. 7

THIS MODIFICATION AGREEMENT, dated this ______ day of 2014, is by and between
the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC") as the successor entity
to the IMPERIAL VALLEY ASSOCIATION OF GOVERNMENTS ("IVAG"), and ARC –
IMPERIAL VALLEY, a California non-profit corporation ("PROVIDER").

WITNESSETH:

WHEREAS, IMPERIAL COUNTY, a political subdivision of the State of California, on
behalf of IVAG, and PROVIDER entered into that certain agreement for paratransit services dated
March 30, 2007, ("the Agreement") attached hereto as Exhibit "1" and incorporated by this reference; and

WHEREAS, the Agreement was modified on July 7, 2009 (" Modification Agreement");
March 16, 2010 ("Modification Agreement No. 2"); November 9, 2010 ("Modification Agreement No.
3") and July 27, 2011 ("Modification Agreement No. 4"); August 22, 2012 ("Modification Agreement
No. 5"); and July 1, 2013 ("Modification Agreement No. 6"), all of which are attached hereto as
Exhibits “2”, “3”, “4”, “5” and “6”, respectively, and incorporated by this reference; and

WHEREAS, ICTC, as the successor entity to IVAG, on March 24, 2010, adopted a resolution
authorizing it to enter into contracts pursuant to Public Utilities Code Section 132800, et seq.

NOW THEREFORE, the parties agree as follows:

1. Paragraph 1.1 is deleted and replaced with a new 1.1 to read as follows:
   “1.1 This Agreement shall commence on September 1, 2006 and shall continue until
September 30, 2014 (“the Term”).”

2. Paragraph 8.1.9. is added and reads as follows:
   “8.1.9. For the period of July 1, 2014 through September 30, 2014, the cost is identified
as Seventeen Thousand Four Hundred and Seven Dollars ($17,407.00). The fare box is
established at five percent (5%); therefore the annual not-to-exceed subsidy shall be
Sixteen Thousand Five Hundred and Thirty Six Dollars ($16,536.00).”

3. Paragraph 8.3 is deleted and replaced with a new 8.3 to read as follows:
“8.3. For the Term of this Agreement, COUNTY will pay to PROVIDER an amount for excessive wear and tear and mechanical repairs that exceed the line item budget amount annually. The additional mechanical subsidy will be calculated as follows: the full amount that maintenance and repair costs exceed the vehicle budget line item adjusted downward by any savings in any other budget line item which has not been fully utilized annually. PROVIDER shall submit request for the additional subsidy to COUNTY at the conclusion of the fiscal year in which the costs are incurred. The request shall state the reasons for the increased costs, and shall be accompanied by additional invoices substantiating said increases. This additional amount can be paid based on submitted documentation and will not exceed Two Thousand Five Hundred Dollars ($2,500) for fiscal year 2006-2007 and will not exceed Three Thousand Five Hundred Dollars ($3,500) for fiscal years 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014. This additional amount will not exceed Eight Hundred and Seventy Five Dollars ($875.00) for fiscal year 2014-2015.”

4. Paragraph 13.1.1 is deleted and replaced with a new 13.1.1 to read as follows:
“13.1.1. Not later than thirty (30) days after the execution of this Agreement and thirty (30) days prior to the end of the fiscal year thereafter, PROVIDER shall deliver a marketing plan to COUNTY for COUNTY’s final approval. The marketing plan shall indicate all proposed activities with a corresponding budget. For fiscal years 2006-2007 through 2011-2012 inclusive, the corresponding budget shall not exceed three percent (3%) of the total cost of the service for the fiscal year. For fiscal year 2012-2013 and 2013-2014, the corresponding budget shall not exceed a flat amount of One Thousand Dollars ($1,000.00). A marketing plan is not allowed for the 2014-2015 fiscal year.”

5. All other terms and conditions are and will remain in full force and effect. There are no other modifications, express or implied except as herein provided.
IN WITNESS WHEREOF, the parties have executed this Modification Agreement No. 7 on the day and year first above written.

IMPERIAL COUNTY:  
TRANSPORTATION COMMISSION

By: Alex Meyerhoff  
Chair of the Board

By: Art Santos,  
Chief Executive Officer

Attest:  
COUNTY COUNSEL
Michael L. Rood

By: Cristi Lerma  
Secretary to the Commission

By: Rosario Gonzalez  
Senior Deputy County Counsel
VI. ACTION CALENDAR

G. STIP/STIP CONSULTANT AGREEMENT, COH AND ASSOCIATES, FY 2014-15 AND FY 2015-16
June 20, 2014

Lawrence D. Ritchie, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave, Suite 1
El Centro, CA 92243

SUBJECT: STIP/RTIP Consultant Agreement, COH and Associates
FY 2014-15 & FY 2015-16

Dear Commission Members:

Since 2006, the ICTC has had specific consultant assistance to maintain, evaluate and participate in the programmatic functions of the regional State Transportation Improvement Program (STIP) and Regional Transportation Improvement Program (RTIP) for the Imperial region.

These activities include the development and submittal of project related documentation to the California Transportation Commission (CTC). In addition there is the need for attendance at CTC or CALTRANS sponsored meetings, participation in teleconferences and the development of specific technical documentation for regional transportation projects and assistance with “calls for projects” for specific State and or federal funding.

An agreement for services with COH and Associates was executed to ensure that ICTC staff had up to date information and assistance in the development of these programs. The consultant also attended various meetings and has provided staff training and recommendations in these subject areas.

The contract will expire on June 30, 2014. ICTC staff is recommending that the ICTC maintain this valuable relationship by executing a two year extension contract.

Funding for this project is in the ICTC 2014-15 Budget. The STIP allocation of Planning and Program Management (PPM) funding offsets the costs of this project.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL.
ICTC Management Committee met on June 11, 2014 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the STIP/RTIP Consultant Agreement with the firm of COH and Associates for the not to exceed fee of $40,000.00 effective July 1, 2014 through June 30, 2016.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

Attachment
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") made and entered into this ____________, 2014, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION, a political subdivision of the State of California ("ICTC"), and C.O.H. & ASSOCIATES, INC., a California corporation ("CONSULTANT").

WITNESSETH

WHEREAS, ICTC desires to retain a qualified individual, firm or business entity to provide professionals to assist ICTC in meeting the goals, deadlines and outcomes required of the State and Federal Metropolitan Transportation Planning process; and

WHEREAS, ICTC desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein; and

WHEREAS, ICTC is authorized to enter into this Agreement pursuant to Public Utilities Code Section 132820.

NOW, THEREFORE, in consideration of their mutual covenants, ICTC and CONSULTANT have and hereby agree to the following:

1. PARTIES TO AGREEMENT

This Agreement is by and between ICTC and CONSULTANT. ICTC and CONSULTANT are individually referred to as “Party” and collectively as “Parties.”

2. CONTRACT COORDINATION

2.1. The Executive Director shall be the representative of ICTC for all purposes under this Agreement. The Executive Director, or a designated representative, is hereby designated as the Contract Manager for ICTC and shall supervise the progress and execution of this Agreement.

2.2. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Carlos Ortiz Hernandez is hereby designated as the Contract Manager for CONSULTANT.
Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager desigee shall be subject to the prior written acceptance and approval of ICTC’s Contract Manager.

3. DESCRIPTION OF WORK

CONSULTANT shall provide all materials and labor to complete the Project as set forth in Exhibit “A”.

4. WORK TO BE PERFORMED BY CONSULTANT

4.1. CONSULTANT shall comply with all terms, conditions and requirements of this Agreement.

4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by CONSULTANT hereunder.

4.3. CONSULTANT shall:

4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;

4.3.2. Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT’s performance under this Agreement or the conduct of services under this Agreement;

4.3.3. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

4.3.4. Immediately report to ICTC’s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.
4.4. Any videotape, reports, information, data or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of ICTC and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of ICTC’s Contract Manager.

5. REPRESENTATIONS BY CONSULTANT.

5.1. CONSULTANT understands and agrees that ICTC has limited knowledge with respect to the Project. CONSULTANT has represented itself to be expert in these fields and understands that ICTC is relying upon such representation.

5.2. CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

5.3. CONSULTANT represents and warrants that any employee, contractor and/or agent who will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

5.4. CONSULTANT represents and warrants that the allegations contained in Exhibit "A" are true and correct.

5.5. CONSULTANT understands that ICTC considers the representations made herein to be material and would not enter into this Agreement with CONSULTANT if such representations were not made.

6. COMPENSATION

The total compensation payable under this Agreement for services for a two year period shall not exceed forty thousand dollars ($40,000.00).

7. PAYMENT

CONSULTANT will bill ICTC on a time and material basis halfway through the Project and upon completion of the Project. ICTC shall pay the CONSULTANT for completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall retain 10% of the total compensation until the work to be performed has been completed in
accordance with this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

8. **METHOD OF PAYMENT**

CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to ICTC’s Contract Manager a written claim for compensation for services performed. The claim shall be in a format approved by ICTC. No payment shall be made by ICTC prior to the claim being approved in writing by ICTC’s Contract Manager or a designee. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the claim is submitted.

9. **TIME FOR COMPLETION OF THE WORK**

The Parties agree that time is of the essence in completion of the Project. Time extensions may be allowed for delays caused by ICTC or other governmental agencies or factors not directly brought about by the negligence or lack of due care on the part of CONSULTANT.

10. **SUSPENSION OF AGREEMENT**

ICTC’s Contract Manager shall have the authority to suspend this Agreement, wholly or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of suspension.

11. **SUSPENSION AND/OR TERMINATION**

11.1. ICTC retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of benefit to ICTC. Said compensation is to be arrived at by mutual agreement between ICTC and CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.
11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed, prepared by CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of ICTC.

12. **INSPECTION**

CONSULTANT shall furnish ICTC with every reasonable opportunity for ICTC to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to ICTC’s Contract Manager’s inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its agreement as prescribed.

13. **OWNERSHIP OF MATERIALS**

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of ICTC and shall be delivered to ICTC upon demand.

14. **INTEREST OF CONSULTANT**

14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

14.2. CONSULTANT covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed.

14.3. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of ICTC.

15. **INDEMNIFICATION**

15.1. CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend, protect and hold ICTC and their respective representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys
fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with CONSULTANT’S negligent acts and omissions or willful misconduct under this Agreement (“Claims”), whether or not arising from the passive negligence of ICTC, but does not include Claims that are finally determined to be the result of the sole negligence or willful misconduct of ICTC.

15.2. CONSULTANT agrees to defend with counsel acceptable to ICTC, indemnify and hold ICTC harmless from all Claims, including but not limited to:

15.2.1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease or death to persons including but not limited to ICTC’s respective representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) arising out of CONSULTANT’s negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

15.2.2. Liability arising from injuries to CONSULTANT and/or any of CONSULTANT’s employees or agents arising out of CONSULTANT’s negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

15.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

15.2.4. Infringement of any patent rights which may be brought against ICTC arising out of CONSULTANT’s work;
15.2.5. Any violation or infraction by CONSULTANT of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and

15.2.6. Any breach by CONSULTANT of the terms, requirements or covenants of this Agreement.

15.3. The indemnification provisions of Paragraphs 15.2.1 through 15.2.6 above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force.

16. **INDEPENDENT CONTRACTOR**

This Agreement shall not render CONSULTANT an employee, partner, or joint ventured with ICTC for any purpose. The CONSULTANT is and will remain an independent contractor in its relationship to ICTC. ICTC shall not be responsible for withholding taxes with respect to the CONSULTANT's compensation hereunder. The CONSULTANT shall have no claim against the ICTC for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

17. **INSURANCE**

17.1. CONSULTANT hereby agrees at its own cost and expense to procure and maintain during the entire term of this Agreement, and any extended term thereof, Workers' Compensation, employer's liability, errors and omissions, commercial or comprehensive general liability (bodily injury and property damage) and automobile liability insurance (bodily injury and property damage) in a sum acceptable to ICTC and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Minimum Limit</th>
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<tbody>
<tr>
<td>Workers’ Compensation, Coverage A</td>
<td>Statutory</td>
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<tr>
<td>Employers Liability, Coverage B</td>
<td>$1,000,000</td>
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<tr>
<td>Errors &amp; Omissions Coverage</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
Commercial or Comprehensive General Liability $1,000,000/$2,000,000
Automobile Liability (owned, hired & non-owned vehicles) $1,000,000

17.2. **Special Insurance Requirements.** All insurance required under paragraph 17 shall:

17.2.1. Be procured from an insurer authorized to do business in California.

17.2.2. Be primary coverage as respects ICTC and any insurance or self-insurance maintained by ICTC shall be in excess of CONSULTANT’s insurance coverage and shall not contribute to it.

17.2.3. Name ICTC as additional insureds on all policies, except Workers’ Compensation and Employers Liability, and provide that ICTC may recover for any covered loss suffered by ICTC by reason of CONSULTANT’s negligence.

17.2.4. State that it is primary insurance and regards ICTC as additional insureds and contains a cross-liability or severability of interest clause.

17.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to ICTC. However, CONSULTANT may not terminate such coverage until it provides ICTC with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of ICTC shall, at the option of ICTC, be grounds for termination of this Agreement.

17.3. **Additional Insurance Requirements.**

17.3.1. Complete copies of certificates of insurance for all required coverages including additional insured endorsements and 30-day notice of cancellation clause endorsements shall be attached hereto as Exhibit B and incorporated herein; and

17.3.2. ICTC is to be notified immediately of all relevant insurance claims. ICTC is also to be notified if any aggregate insurance limit is exceeded.
17.3.3. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

A. Includes contractual liability;

B. Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the “XCU Hazards;”

C. Does not contain a “pro rata” provision which looks to limit the insurer’s liability to the total proportion that its policy limits bear to the total coverage available to the insured; and

D. Does not contain an “excess only” clause which requires the exhaustion of other insurance prior to providing coverage.

17.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONSULTANT shall, if requested by ICTC, produce satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

17.5. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONSULTANT from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

18. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONSULTANT without the prior written consent of ICTC. CONSULTANT may employ other specialists to perform services as required with prior approval by ICTC.

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19. **NON-DISCRIMINATION**

During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment or employee of ICTC or member of the public because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment and employees and members of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §12900 set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall also abide by the Americans with Disabilities Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargain or other agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

20. **NOTICES AND REPORTS**

20.1. All notices and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

**ICTC**

Executive Director
ICTC
1405 N. Imperial Ave., Suite 1
El Centro, CA 92243

**CONSULTANT**

Attn: Carlos Ortiz Hernandez
315 Meigs Road, Suite A-137
Santa Barbara, CA 93109
20.2. All notices and reports under this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner.

20.3. Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

21. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between ICTC and CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

22. **MODIFICATION**

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

23. **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect.

24. **WAIVER**

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

25. **CHOICE OF LAW**

The laws of the State of California shall govern this Agreement. This Agreement is made and entered into in Imperial County, California. Any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

26. **ATTORNEY’S FEES**

If either Party herein brings an action to enforce the terms thereof or declare rights hereunder, the prevailing Party in any such action, on trial or appeal, shall be entitled to his reasonable attorney’s fees and actual costs to be paid by the losing Party as fixed by the court.
27. **AUTHORITY**

Each individual executing this Agreement on behalf of CONSULTANT represents and warrants that:

27.1. He/she is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT;

27.2. Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

27.3. This Agreement is binding upon CONSULTANT accordance with its terms.

28. **INTERPRETATION AND ENFORCEMENT OF AGREEMENT TERMS**

This Agreement has been reviewed and revised by legal counsel for both ICTC and CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

29. **TERM OF AGREEMENT**

The term of this Agreement shall be for July 1, 2014 to June 30, 2016.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first above written.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION**

**C.O.H. & ASSOCIATES, INC.**

By: Carlos Ortiz Hernandez

By: MARK BAZA

Executive Director
APPROVED AS TO FORM:

MICHAEL L. ROOD
COUNTY COUNSEL

By: Eric Havens
Deputy County Counsel
Proposed Work Plan
Fiscal Years 2014-15 & 2015-16
Transportation Consultant Services

Submitted to: Imperial County Transportation Commission
April 7, 2014
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A. WORK PLAN

COH & Associates, Inc. is very pleased to submit this proposed work plan to the Imperial County Transportation Commission (ICTC) to provide transportation consultant services for Fiscal Years 2014-15 and 2015-16.

Carlos O. Hernandez, President of COH & Associates, Inc., would be the project lead for all tasks described in this proposal. Mr. Hernandez would not be removed or replaced during the contract period without prior written concurrence of ICTC. Subcontractors will not be utilized without prior written concurrence of ICTC.

The proposed Work Plan is presented below in four tasks:

**TASK 1: Implementation of the 2014 STIP**

Assist with implementation and administration of the 2014 ICTC State Transportation Improvement Program (STIP), as amended, including the **Active Transportation Program (ATP)**. Work activities include “call for projects” and project application assistance, transportation programming assistance and staff training.

**TASK 2: Program Development Support – Federal and State Programs**

Provide program development support for State and Federal programs administered by ICTC as needed, including staff training.

**TASK 3: Project Planning Support- Federal and State Programs**

Provide project-planning support services in support of State and Federal programming and funding requirements as needed, including staff training.
TASK 4: Development of the 2016 STIP

Assist with development of the ICTC 2016 State Transportation Improvement Program (STIP). Work activities include working with Caltrans to establish priorities, completing programming documents, drafting ICTC staff reports, attending meetings as directed by ICTC, and completing the final 2016 STIP submittal to the CTC including the STIP Performance Evaluation.

B. SCHEDULE

Project Start: July 1, 2014; Project End: June 30, 2016 (2 Years)

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<th>FY14-15 Hours</th>
<th>FY15-16 Hours</th>
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C. COST PROPOSAL

FY 2014-15: $155.00 per hour (fully-loaded hourly rate)
109 Hours X $155.00/hour = $16,895

FY 2015-16: $155.00 per hour (fully-loaded hourly rate)
149 Hours X $155.00/hour = $23,095

TOTAL $39,990.00; say **$40,000.00 over two years.**