TRANSPORTATION COMMISSION MEETING
AMENDED AGENDA

WEDNESDAY, DECEMBER 11, 2013
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: JACK TERRAZAS
VICE CHAIR: LARRY RITCHIE

I. CALL TO ORDER AND ROLL CALL

II. CLOSED SESSION
   A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
      Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 1 case

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

IV. 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.

V. APPROVAL OF CONSENT CALENDAR
   (Executive Director recommends approval of consent calendar items)

   A. Approval of ICTC Board Draft Minutes:           November 13, 2013  Pages 6-21
   B. Receive and File:
      1. ICTC Management Committee Draft Minutes       November 13, 2013
      2. ICTC TAC Draft Minutes                        October 24, 2013
      3. ICTC SSTAC Minutes:                          November 6, 2013
   C. Passenger Statistical Summary Project for FY 2013-14 for Imperial Valley Transit (IVT) Contract
      Amendment #1                                   Page 23

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward
this item to the ICTC Commission for review and approval after public comment, if any:

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
1. Authorize the Chairman to sign the Amendment #1 to the Passenger Statistical Sampling Project Agreement with the firm of Rea and Parker Research Inc. for the not to exceed fee of $109,450.00 for FY 2013-14.

2. Direct staff to include the project cost increase in a budget amendment.

D. LTF (SB821), Article 3, Bicycle and Pedestrian Project Distribution List, Fiscal Year 2013-14

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for review and approval after public comment, if any:

1. Adopt the attached LTF (SB821) Bicycle and Pedestrian Project Distribution List for Fiscal Year 2013-14

2. Authorize the claimant agencies to file Article 3 Claims for the approved amount.

VI. REPORTS

A. ICTC Executive Director
   • See attached Executive Director Report

B. Southern California Association of Governments

C. California Department of Transportation – District 11
   • See attached report

D. Commission Member Reports

VII. ACTION CALENDAR


ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for review and approval after public comment, if any:

1. Appoint the Unmet Transit Needs Hearing Panel: two members from the County, three City representatives with two City alternates

2. Select a hearing date of January 23, 2014 or January 30, 2014

3. Select the time of the meeting

B. Update to the 2008 Public Transit-Human Services Transportation Coordination Plan for Imperial County – FY 2013-14

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for review and approval after public comment, if any:

1. Award the Consultant Agreement for the FY 2013-14 Update to the 2008 Public Transit-Human Services Transportation Coordination Plan for Imperial County to AMMA.

2. Authorize the Chairman to sign the agreement for the FY 2013-14 Update to the Public Transit-Human Services Transportation Coordination Plan for Imperial County for the not to exceed fee of $75,000.00 to AMMA.

C. Imperial County Transportation Commission (ICTC) Americans With Disabilities Act (ADA) Paratransit Certification and Eligibility Process Update, Demand Management and Growth Assessment Project

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for review and approval after public comment, if any:

1. Award the Consultant Agreement for the FY 2013-14 ICTC Americans With Disabilities Act (ADA) Paratransit Certification and Eligibility Process Update, Demand Management and Growth Assessment Project to LSC Consultants, Inc.
2. Authorize the Chairman to sign the agreement for the FY 2013-14 ICTC Americans With Disabilities Act (ADA) Paratransit Certification and Eligibility Process Update, Demand Management and Growth Assessment Project with LSC Consultants, Inc. for the not to exceed fee of $149,977.00.

D. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Fiscal Year 2012-2016, Modification #5 Page 84

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for review and approval after public comment, if any:

1. Authorize the Chairperson to sign the modification #5 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective January 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, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $2,693,554.
   b. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $2,842,524.
   c. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $2,933,927.

E. IVT Access – ADA Paratransit Service Operating Agreement Fiscal Year 2012-2016, Modification #2 Page 92

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign a modification #2 to the operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS contract effective January 1, 2014 with an annual not to exceed annual 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, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $1,389,019.
   b. For the period July 1, 2014 through June 30, 2015 the annual not to exceed subsidy is set at $1,440,959.
   c. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $1,494,912.

F. Memorandum of Understanding (MOU) between the Imperial County Transportation Commission (ICTC) Southern California Association of Governments (SCAG) for a Transit Shuttle Analysis Page 98

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC 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 Transit Shuttle Analysis.

G. Resolution authorizing collaboration between Imperial County Transportation Commission (ICTC) and the Southern California Association of Governments (SCAG) to implement the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy Page 124
ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the resolution authorizing collaboration between Imperial County Transportation Commission (ICTC) and the Southern California Association of Governments (SCAG) to implement the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy

VIII. NEXT MEETING DATE AND PLACE

A. The next meeting of the Imperial County Transportation Commission will be held on Wednesday, January 22, 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
V. APPROVAL OF CONSENT CALENDAR

A. APPROVAL OF ICTC BOARD DRAFT MINUTES:
   November 13, 2013

B. RECEIVE AND FILE:

   1. ICTC MANAGEMENT COMMITTEE DRAFT MINUTES:
      November 13, 2013
   2. ICTC TAC DRAFT MINUTES:
      October 24, 2013
   3. ICTC SSTAC MINUTES:
      November 6, 2013
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 November 13, 2013 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Vice-Chair Ritchie called the Commission meeting to order at 6:00 p.m. Roll call was taken.

II. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

There were none.

IV. APPROVAL OF CONSENT CALENDAR

A motion was made by Nava and seconded by Kuhn to approve consent items A and B; Motion carried.

A. Approval of ICTC Board Draft Minutes: October 23, 2013

B. Received and Filed:
   1. ICTC SSTAC Council Minutes October 2, 2013

A. ICTC Executive Director

Mr. Baza and staff had the following announcements:

- Imperial-Mexicali Binational Alliance: The next Binational Alliance meeting is scheduled for November 20, 2013 in the City of Holtville.
- Calexico Intermodal Transportation Center: The consultant agreement is completed and ICTC and SCAG have issued a Notice to Proceed (NTP) on October 3, 2013. The consultant awarded the contract is Huitz-Zollars Inc. The Kick off meeting was held on November 5, 2013 at the ICTC offices. 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.
- Pedestrian and Bicycle Transportation Access Study: The Study will focus on the California-Mexico border region, specifically its six Ports of Entry (POEs). ICTC is working with Caltrans and SANDAG to complete a Request for Proposal (RFP) for the study. The RFP was advertised on Friday, November 8, 2013.
- Mobility 21’s 2013 Summit: On October 29th, ICTC Executive Director participated in the annual conference. There were 1,000 participants representing local agencies throughout Southern California. The topics at this year’s event included presentations on transportation technologies, Public-Private Partnerships, and significant policy updates at the state and federal level.
- Caltrans Meeting with new Federal Transportation Delegates for Mexico’s New Administration of President Enrique Pena Nieto on October 23, 2013. Caltrans hosted the meeting. SANDAG and ICTC’s Executive Directors provided an overview of our respective border transportation issues and projects. The information was well received. The Mexican delegates welcomed the opportunity to meet soon to discuss coordination of our projects on both sides of the border.

B. Southern California Association of Governments (SCAG)

Ms. Viegas-Walker had the following announcements:
- SCAG Economic Summit will be on December 5, 2013 in Los Angeles. Council member Cheryl Viegas-Walker (El Centro) and 2nd Vice Chair of SCAG will be present.
- A Border Tour of Imperial County was held on November 8, 2013. Senator Ben Hueso, Congressman Juan Vargas and Assembly member Manuel Perez were present, along with Elected Officials from the SCAG region. Ms. Viegas Walker stated that it was an eye opening experience for those individuals that do not see the impacts.
- The SCAG General Assembly is scheduled for May 1-2, 2014.

C. California Department of Transportation (Caltrans)

Mr. Figge had the following announcements:
- Laurie Berman was scheduled to attend however had to return to the District office to attend to an emergency.
- Mr. Figge presented ICTC, Mark Baza, Bob Ham and Yazmin Arellano with a plaque for receiving the Excellence in Transportation Award for Best Highway in a rural category for the Brawley Bypass project. The Brawley Bypass was a $236 million project and covers an important segment in California. Councilmember George Nava received the award for Ms. Arellano. Mr. Bob Ham thanked previous CEO Robertta Burns for her support and IVAG Analyst Rosa Lopez for her work on the project as well.
- Storm Damage - Update: $1M Emergency Director’s Order is ongoing. Caltrans has expended approximately $750,000. The Sand Dune and Campbell washes are 90% complete. Repairs on Tule and Lupin Washes are beginning the week of November 4. Please see attached map and photos for further details.
- Vegetation on SR-111: Caltrans has cleared all of the overgrown brush from Groshen Rd. to the Two Rivers Rest Area. Dependent on personnel availability, clearing from Alcott Rd. to Noffsinger Rd. will begin within the next week.
- Project Updates – Dogwood Road: (no change from last month)
  - RTL November 2013
  - R/W Cert, October 2013
  - CTC vote, January 2014
  - HQ Advertising, February 2014
  - Bid Open, March 2014
  - Award, May 2014
  - Start construction June, 2014
Complete Construction, March 2016
- Traffic Operations – Best Road & Hovley Road: Caltrans is studying signage changes at these intersections. SR-86/Neckel Road Signal: Caltrans continues to work with the developer on this issue.

D. Commission Member Report
- Mr. Ritchie stated that the City of Westmorland will be hosting its annual Honey Festival.
- Mr. Nava thanked everyone that came out to support all the Cattle Call festivities.
- Mr. Gran stated that the City of Imperial will be having a Farmer’s Market on November 23, 2013
- Mr. Kuhn stated that there will be a Water Forum November 14, 2013 from 9 a.m. to 2 p.m.

V. ACTION CALENDAR

A. Transportation Development Act (TDA) Triennial Performance Audit of the Administrative / Management of the Imperial County Transportation Commission – FY 2010-11, 2011-12, 2012-13

ICTC Management Committee met prior to the Commission meeting on November 13, 2013 and they forwarded this item to the ICTC Commission for review and approval after public comment, if any:

1. Approved the award of the Consultant Agreement for the FY 2010-11, 2011-12, 2012-13 Triennial Performance Audit of the Imperial County Transportation Commission, to the Pacific Municipal Consultants (PMC) for the fee of $71,601.

A motion was made by Viegas-Walker and seconded by Gran; **Motion carried.**

B. Amendment #4 to Contract Agreement for *Imperial Valley Transit*, FY 2011-12 through 2015-16 - IVT Gold Line

ICTC Management Committee met prior to the Commission meeting on November 13, 2013 and they forwarded this item to the ICTC Commission for review and approval after public comment, if any:

1. Authorized the Chairman to sign an modification #4 to the operating agreement with FIRST TRANSIT, INC. for the addition of services hours for the Imperial Valley Transit Gold Line 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:

   **Imperial Valley Transit – Gold Line:**
   A. For the period July 1, 2013 through June 30, 2014 the annual not to exceed subsidy is set at $146,889.
   B. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $242,340.
   C. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $248,639.

2. Approved the use of $65,615.00 as the local match for the federal FTA 5311 grant, from the FY 2013-14 TDA operating reserve.
3. Adopted the annual Performance Goals for the operation of the Imperial Valley Transit Gold Line.
A motion was made by Nava and seconded by Viegas-Walker; **Motion carried.**

**C. Imperial County Transportation Commission Bus Stop Safety and Design Standards Guidelines Project – FY 2013-14**

ICTC Management Committee met prior to the Commission meeting on November 13, 2013 and they forwarded this item to the ICTC Commission for review and approval after public comment, if any:

2. Authorized the Chairman to sign the agreement for the FY 2013-14 ICTC Bus Stop Safety and Design Standards Guidelines Project for the not to exceed of $69,930.00.

A motion was made by Gran and seconded by Kuhn; **Motion carried.**

**D. ICTC Overall Work Program (OWP) and Budget FY 2013-2014, Amendment #1**

ICTC Management Committee met prior to the Commission meeting on November 13, 2013 and they forwarded this item to the ICTC Commission for review and approval after public comment, if any:

1. Approved the FY 2013-14 Budget Amendment Request #1

A motion was made by Gran and seconded by Viegas-Walker; **Motion carried.**

**E. Amendment #1 to the Memorandum of Understanding (MOU); ICTC – Quechan Indian Tribe and Yuma County Intergovernmental Public Transit Authority (YCIPTA), Turquoise Route #10**

ICTC Management Committee met prior to the Commission meeting on November 13, 2013 and they forwarded this item to the ICTC Commission for review and approval after public comment, if any:

1. Authorized the Chairperson to sign the Amendment #1 to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority(YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California, effective January 1, 2014 through June 30, 2014 and provide a not to exceed subsidy to YCIPTA in an amount of $5,251.00.

A motion was made by Viegas-Walker and seconded by Gran; **Motion carried.**

**F. Imperial County Long Range Transportation Plan Update**

ICTC Management Committee met prior to the Commission meeting on November 13, 2013 and they forwarded this item to the ICTC Commission for review and approval after public comment, if any:

A motion was made by Nava and seconded by Viegas-Walker; **Motion carried.**

**G. Memorandum of Understanding (MOU) between Western Riverside Council of Governments (WRCOG) and Imperial County Transportation Commission (ICTC) regarding participation in the California HERO Program**

ICTC Management Committee met prior to the Commission meeting on November 13, 2013 and they forwarded this item to the ICTC Commission for review and approval after public comment, if any:

1. Authorized the Chairman to sign the Memorandum of Understanding between Western Riverside Council of Governments (WRCOG) and Imperial County Transportation Commission (ICTC) regarding participation in the California HERO Program.

A motion was made by Viegas-Walker and seconded by Gran; **Motion carried.**

**IX. NEXT MEETING DATE AND PLACE**

The next meeting of the Imperial County Transportation Commission will be held on **December 11, 2013 at 6:00 p.m., at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.**

**X. ADJOURNMENT**

Meeting adjourned at 7:02 p.m.
VOTING MEMBERS PRESENT:

City of Brawley          Rosanna Bayon Moore
City of Calipatria       Rom Medina
City of El Centro        Ruben Duran (Chair)
City of Holtville        Alex Meyerhoff (Vice-Chair)
City of Imperial         Marlene Best

STAFF PRESENT:  Mark Baza, David Salgado, Cristi Lerma, Virginia Mendoza, Kathi Williams, Michelle Bastidas

OTHERS PRESENT:  Tomas Oliva, SCAG; 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, November 13, 2013 together with staff reports and related documents attached thereto and incorporated therein by reference.

I.  CALL TO ORDER AND ROLL CALL

Chair Duran called the Committee meeting to order at 10:41 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 Meyerhoff seconded by Medina to approve consent items 4A and 4B. Motion carried unanimously.

A.  Approved ICTC Management Committee Minutes for October 9, 2013
B.  Received and filed:
   1.  ICTC Board Draft minutes for October 23, 2013
   2.  ICTC TAC Minutes for September 26, 2013
   3.  ICTC SSTAC Draft Minutes for October 2, 2013

V.  REPORTS

A.  ICTC Executive Director

Mr. Baza and staff had the following announcements and/or updates:

- Imperial-Mexicali Binational Alliance: The next Binational Alliance meeting is scheduled for November 20, 2013 in the City of Holtville at City Hall.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
- Calexico Intermodal Transportation Center: The consultant agreement is completed and ICTC and SCAG have issued a Notice to Proceed (NTP) on October 3, 2013. The consultant awarded the contract is Huitt-Zollars Inc. The Kick off meeting was held on November 5, 2013 at the ICTC offices. 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.

- Pedestrian and Bicycle Transportation Access Study: The Study will focus on the California-Mexico border region, specifically its six Ports of Entry (POEs). ICTC is working with Caltrans and SANDAG to complete a Request for Proposal (RFP) for the study. The RFP was advertised on Friday, November 8, 2013.

- Mobility 21’s 2013 Summit: On October 29th, ICTC Executive Director participated in the annual conference. There were 1,000 participants representing local agencies throughout Southern California. The topics at this year’s event included presentations on transportation technologies, Public-Private Partnerships, and significant policy updates at the state and federal level.

- Caltrans Meeting with new Federal Transportation Delegates for Mexico’s New Administration of President Enrique Pena Nieto on October 23, 2013. Caltrans hosted the meeting. SANDAG and ICTC’s Executive Directors provided an overview of our respective border transportation issues and projects. The information was well received. The Mexican delegates welcomed the opportunity to meet soon to discuss coordination of our projects on both sides of the border.

- Mr. Baza referred to the Executive Report on page 24 for additional information on other projects that ICTC is currently working on.

B. Southern California Association of Governments (SCAG)

Mr. Oliva has the following updates:

- The 2013 Economic Summit is scheduled on December 5, 2013 in lieu of the Regional Council meeting. It will take place at the Omni Hotel in Los Angeles from 9 a.m. to 2 p.m. There is no registration fee to attend the summit. Scheduled to attend form Imperial County are Supervisors Jack Terrazas and John Renison, Cheryl Viegas-Walker, Alex Meyerhoff, and Mark Baza. More information about the summit can be viewed at SCAG’s website.

- SCAG hosted an Imperial region border tour on Friday, November 8, 2013. Elected officials from the SCAG were able to see firsthand the impacts at the commercial and pedestrian ports of entry.

C. California Department of Transportation – District 11

- Mr. Salgado had the following updates for Mr. Amen due to a Caltrans Employee Appreciation lunch being held at the same time.

- Dogwood project: Caltrans is working with the IID on the utility relocation which will take place in December.

- The Brawley Bypass received an award from Caltrans; and Yazmin Arellano, Bob Ham, Mark Baza and the ICTC Commission will be recognized at the Commission meeting later in the evening.

D. Committee Member Reports

- There was none.

VI. ACTION CALENDAR

A. Transportation Development Act (TDA) Triennial Performance Audit of the Administrative / Management of the Imperial County Transportation Commission – FY 2010-11, 2011-12, 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. Approved the award of the Consultant Agreement for the FY 2010-11, 2011-12, 2012-13 Triennial Performance Audit of the Imperial County Transportation Commission, to the Pacific Municipal Consultants (PMC) for the fee of $71,601.

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

B. Amendment #4 to Contract Agreement for Imperial Valley Transit, FY 2011-12 through 2015-16 - IVT Gold Line

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. Authorized the Chairman to sign an modification #4 to the operating agreement with FIRST TRANSIT, INC. for the addition of services hours for the Imperial Valley Transit Gold Line 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:

   **Imperial Valley Transit – Gold Line:**
   
   A. For the period July 1, 2013 through June 30, 2014 the annual not to exceed subsidy is set at $146,889.
   
   B. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $242,340.
   
   C. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $248,639.

2. Approved the use of $65,615.00 as the local match for the federal FTA 5311 grant, from the FY 2013-14 TDA operating reserve.

3. Adopted the annual Performance Goals for the operation of the Imperial Valley Transit Gold Line.

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

C. Imperial County Transportation Commission Bus Stop Safety and Design Standards Guidelines Project – 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:


2. Authorized the Chairman to sign the agreement for the FY 2013-14 ICTC Bus Stop Safety and Design Standards Guidelines Project for the not to exceed of $69,930.00.

A motion was made by Meyerhoff seconded by Bayon Moore, **Motion carried** unanimously.
D. Amendment #1 to the Memorandum of Understanding (MOU); ICTC – Quechan Indian Tribe and Yuma County Intergovernmental Public Transit Authority (YCIPTA), Turquoise Route #10

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. Authorized the Chairperson to sign the Amendment #1 to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California, effective January 1, 2014 through June 30, 2014 and provide a not to exceed subsidy to YCIPTA in an amount of $5,251.00.

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

E. ICTC Overall Work Program (OWP) and Budget FY 2013-2014, Amendment #1

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. Approved the FY 2013-14 Budget Amendment Request #1

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

F. Imperial County Long Range Transportation Plan Update

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. Approved the Long Range Transportation Plan

A motion was made by Meyerhoff seconded by Medina, Motion carried unanimously.

G. Memorandum of Understanding (MOU) between Western Riverside Council of Governments (WRCOG) and Imperial County Transportation Commission (ICTC) regarding participation in the California HERO Program

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. Authorized the Chairman to sign the Memorandum of Understanding between Western Riverside Council of Governments (WRCOG) and Imperial County Transportation Commission (ICTC) regarding participation in the California HERO Program.

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

VIII. NEXT MEETING DATE AND PLACE
The next meeting of the Management Committee will be held on December 11, 2013 at the City of Calexico, Calexico, CA.

IX. ADJOURNMENT

A. Meeting adjourned at 11:30 a.m.
1. The meeting was called to order by Chair Arellano at 10:11 a.m. A quorum was present. Introductions were made.

2. A motion was made to adopt the minutes for September 26, 2013 (Gaste/Wells) Motion Carried.

3. ICTC Updates / Announcements
   
a. Transit Updates
   Mr. Salgado had the following updates:
   - The Circulator Study was approved by the Commission. The Gold Line is currently the only line that is fully funded. Staff is looking for funding for the Orange and Red Lines.
   - Transportation Development Act (TDA-State Funds) Triennial Performance
Audit Project: The proposal review and selection process is underway. Contract award is scheduled for November 2013. The audit is a state mandated requirement every three years for all TDA funds received in Imperial County.

- IVT Bus Stop Safety and Design Standards Guidelines Project: The proposal review and selection process is underway. Contract award is scheduled for November 2013. The final product will benefit ICTC, the cities and County in our future to implement 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.

b. FTIP Amendment #15 Submittal
- The submittal is scheduled for October 29, 2013. The CMAQ reductions will be included in the submittal.
- There were questions about the milestone timeline for the SLPP program: 6 months for award; and, 36 months after time of contract award is the deadline for completion.

c. Calexico ITC – Kickoff Meeting is set for November 5, 2013 at the ICTC offices.
- Reminder: RFA communication from Caltrans for FY 12-13 projects, if an agency foresees a cost savings or any reductions, it affects apportionments. It is important to get those in as early as possible. Mr. Medina stated that there was about $200K left on the table for Imperial County. The cost savings will be distributed in the August timeframe but may not be able to be programmed because of constraints.

4. SCAG Updates / Announcements
- There were none.

5. Caltrans Updates / Announcements (by Luis Medina)

a. The FFY 2012-13 Obligation Plan for Imperial Region
- The local agencies in the Imperial region received $1.63 million in federal funds out of the $2.9 million programmed in the FTIP. The funding for several projects was delayed due to Buy America waivers being required. Once the federal waivers requests are approved by Federal Highways, these projects will be resubmitted during the August redistribution in the FFY 13/14 to get them funded. Southern California Local Assistance Management Meeting (SCLAM)

b. The Southern California Local Assistance Management Meeting was held on September 26, 2013. No other updates were provided at this time.

c. Active Transportation Program (ATP)
- On September 26, 2013, the Governor signed SB99 creating the Active Transportation Program (ATP). The ATP consolidates some standalone programs administered by Local Assistance. The California Transportation Commission (CTC) will have 6 months to adopt the new program guidelines. ATP Projects will have their own milestones. Mr. Medina encouraged all to check the website for any updates on the ATP program.

d. Transportation Coop Committee (TCC)
- The City-County-State-Federal Cooperative Committee (CCSFCC) has been renamed to Transportation Coop Committee (TCC). The advisory group comprises of professional counterparts from various levels of government (Caltrans, FHWA, RTPAs, Counties and
Cities) and meets monthly to discuss federal, state and local issues of statewide significance. Mr. Medina provided all a TCC Member Roster.

6. General Discussion / New Business
   - Mr. Brunet stated that there is a local assistance blog with very useful information, the website is localassistance.info
   - District 3 has an invoice template in excel that may simplify things for everyone. More feedback at next meeting regarding this.
   - A Caltrans Team Building meeting will replace the TAC next month. There will be a presentation on the ICE policy.
   - Ms. Arellano invited all to attend the Cattle Call festivities.
     - November 2, 2013 – Chili Cook off on Main St. from 9 a.m. to 2 p.m. There will be a storm water board booth at the Chili Cook off.
     - November 4, 2013 – Chamber Mixer
     - November 9, 2013 – Cattle Call Parade at 10 a.m. and Rodeo at 2 p.m. and 7 p.m.
     - November 10, 2013 – Cattle Call Rodeo at 2 p.m.
   - The City of El Centro is working on their BMP Manual. Any input from all cities are welcome, stated Mr. Campos.
   - The County of Imperial will be releasing an RFP for a Hydrology Manual. Mr. Brunet stated that he will reach out to all the cities for possible adoption, or to form a committee. The RFP is not complete.
   - Mr. Campos inquired about an HSIP grant application update. Mr. Medina responded, Caltrans has identified the approved projects but have not been released.

7. Meeting adjourned at 11:15 a.m.
   - The next meeting will be replaced with the Caltrans / Imperial County Team Building meeting and will be held on November 21, 2013 at 9:30 a.m. at the County Administration Building Offices, Conference Room C&D.
   - Motion to adjourn (Brunet/Campos) Motion Carried.
Present       Voting Attendees:
Leticia Vizcarra (Chair) Access to Independence
Griselda Martinez (Vice-Chair) Work Training Center
Heddy McNeer Consumer
Michael L. Hack Consumer
Ted Ceasar IVC – DSPS
Lorena Arambula San Diego Regional Center (SDRC)
Michelle Soto California Children’s Services (CCS)
Erica Martinez ARC – Imperial Valley
Kathi Williams CTSA – ICTC
David Salgado CTSA – ICTC

Non-Voting Attendees:
Cristi Lerma ICTC
Michelle Bastidas ICTC
Charles Brockwell IVT/IVT Access/Calexico Dial-A-Ride
Cesar Sanchez IVT/IVT Access/Calexico Dial-A-Ride
Narcisa Montemayor IVT/IVT Access/Calexico Dial-A-Ride
Lily Falomir City of Calexico
Francisco Navarro YCIPTA – YCAT

1. Chair Vizcarra called the meeting to order at 10:00 a.m. A quorum was present. Introductions were made.

2. Minutes adopted for October 2, 2013. (Hack/Williams) **Motion Carried.**

3. CTSA Reports

   - Ms. Williams stated that the conceptual design of the circulator study was approved last month by the Commission. Also approved was the implementation of the Gold Line in the City of Brawley. ICTC and IVT are currently in negotiations for the Gold Line contract. A possible start date for the Gold Line is the middle of December. The City of Brawley will be hosting a ribbon cutting for both the Transfer Terminal and the Gold Line during that time as well. The routes are approved conceptually for the Red Line in the City of Imperial and the Orange Line in the City of Calexico, but remain unfunded at this time.

   - The IVT Bus Stop Safety and Design Standards Guidelines proposals were reviewed and scored. The final product will benefit ICTC, the cities and County in the future to implement bus stop and transfer terminal capital improvements throughout the region.
This project is the second phase of the multi-year Four Phase Bus Stop Improvement Program. Contract award is scheduled for November 2013.

- Transportation Development Act (TDA-State Funds) Triennial Performance Audit Project proposals were reviewed and scored. The firm of PMC consultants have been selected. The performance audit is a state mandated requirement every three years for all TDA funds received in Imperial County.

- The ADA Paratransit Service Certification and Eligibility Process, Demand Management Review and Growth Assessment RFP was released and scoring and ranking for the proposals was completed. A recommendation was given to the Executive Director on the consultant selection. Thank you to the SSTAC members that participated in the evaluation.

- The Update to the 2008 Coordinated Public Transit and Human Services Transportation Plan RFP was released and scoring and ranking of the proposals was completed and a recommendation was given to the Executive Director. Thank you to the SSTAC members that participated in the evaluation.

- ICTC staff is currently in negotiations with First Transit for Sunday transit services for both IVT and IVT Access. Implementation is scheduled for January 2014. Service will be limited and will run between 7 a.m. to 4 p.m. from Calexico through to Brawley (4 trips) with returns.

- The IVT website is still under construction, staff is working on finalizing the Spanish translation of the site.

- ICTC is working with SCAG on an intermodal transfer terminal study in the City of Calexico. Other projects in Calexico include the expansion of the Port of Entry and the IVT Orange Line, with a stop at Gran Plaza.

- The FY 2014-15 Master Needs list was reviewed and discussed. Possible dates for the UTN Hearing are January 23, 2014 or February 6, 2014. Ms. Williams stated that SSTAC needs to develop the Unmet Needs list and the letter to deliver to the UTN Hearing Panel. It also needs to be decided which SSTAC member will read it the day of the hearing. Mr. Ceasar stated that possible unmet needs are Port of Entry transportation and more transportation for Veterans. Ms. Williams stated that both will also be addressed in the Coordinated Plan update. Mr. Ceasar stated that IVC applied for a grant through the IID to develop a Veterans resource center on the IVC campus.

  - A motion was made to add a #13 to the FY 2014-15 Master Needs List that states “Expand Transit Access with in the community of Calexico - IVT Orange Line” and add a #14 that states “Expand Transit Access with in the community of Imperial - IVT Red Line” (Vizcarra/Hack) Motion Carried. It was decided that further discussions regarding the Master Needs list would continue in December.

4. Transit Operator Reports

- Brawley Dial-a-Ride: No update.
- Calexico Dial-a-Ride: Service is doing well, no issues.
- El Centro Dial-a-Ride: Service is busy and doing well.
- Imperial Dial-a-Ride: Service is busy and doing well.
- Imperial Valley Transit: 35 minute headways were implemented on October 1, 2013 from El Centro to Calexico during peak hours and it was reported that they are doing well with about 20-30 more passengers per month. There were no passengers reported left at bus stops due to overcrowding. For the IVC Express, the schedule will be revisited for next semester and is dependent upon enrollment. Mr. Sanchez stated that there are on average now 1200 passengers on Saturdays due to the service expansion.
- IVT Access: Service is doing well and busy. The MV1 vehicle is used about once a week to assist disabled persons on wheelchairs.
- Med-Express: Service is well and is booked every day. The pay in advance method seems to be working out well and has reduced the no shows, no cancellations reported.
- West Shores Dial-a-Ride: Service is slow with the same people using the service.
- YCAT Turquoise Line: Mr. Navarro was present at the meeting representing YCAT. He stated that service changes were made to the Turquoise Route 10. In Yuma, service will be extended to Yuma Palms; and in El Centro, service will be extended to the IV Mall (upon request). A day-pass for YCAT costs $5.00 and service on the Turquoise Route 10 is $2.00 each way. Ridership for September was reported at 155 passengers, for October 262 passengers. Mr. Navarro stated that YCAT will be giving free rides on November 12, 2013 for Veterans day recognition and they will also be participating in “stuff the bus” from November 4, 2013 to December 20, 2013 for Thanksgiving, and will be benefitting the Yuma Food Bank. Mr. Salgado suggested that they add their area code of 928 to the bus information to avoid further confusion.

5. General Discussion

- Mr. Ceasar stated that IVC has been facilitating listening sessions in different cities to see what the college can do better. He said that he would compile transit related comments into a letter and share them with ICTC.

6. Adjournment

- The next meeting of the SSTAC will be on December 4, 2013 at 10:00 a.m.
- Meeting adjourned at 11:00 a.m.
V. CONSENT CALENDAR

C. PASSENGER STATISTICAL SUMMARY PROJECT FOR FY 2013-14 FOR IMPERIAL VALLEY TRANS IT (IVT) CONTRACT AMENDMENT #1
December 4, 2013

Jack Terrazas, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

SUBJECT:  Passenger Statistical Summary (PSS) Project for FY 2013-14 for Imperial Valley Transit (IVT) Contract Modification #1

Dear Commission Members:

Due to the receipt of federal grants for public transit, federal reporting requirements state that public transit systems are required to report on “passenger miles”. This process takes place every three years and is utilized to track the individual distance or mileage travelled by each boarding passenger.

Larger urban agencies typically have electronic or automatic passenger counters on their vehicles. However, this type of device and process can be cost prohibitive for smaller agencies. As a result, alternative counting systems are authorized. Many medium to smaller agencies alternatively choose to develop a statistical sampling system instead, through qualified consultants.

The PSS project must be completed for the third time during FY 2013-14. The project must comply with a federal requirement for 95% confidence level and a margin of error not to exceed plus or minus 10%.

On May 22, 2013 ICTC awarded the contract to the firm of Rea and Parker Research, Inc. The project work effort had a start date of June 1, 2013. ICTC staff and the consultant at that time had recognized that there was a potential for a contract modification due to the addition of significant service hours planned for the IVC express, additional Saturday services, IVT Gold Line etc. during the upcoming fiscal year.

With the implementation of the new services, a modification is necessary to increase our modeling sample size and maintain compliance. The additional work represents a 10% increase in cost.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
The consultant will adjust the sampling methodology and acquire additional local staff who will monitor various bus routes throughout the fiscal year. The project revision start date is January 1, 2014. A final report will still be prepared based on the guidance of the federal requirements. This final report is due to the federal agency by October 2014.

The amendment increases the project budget from $99,500 to $109,450. Funding for this project is in the ICTC FY 2013-14 ICTC Overall Work Program Budget and Transit Finance Plan.

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will recommend that ICTC Commission take the following action(s) after public comment if any:

1. Authorize the Chairman to sign the Modification #1 to the Passenger Statistical Sampling Project Agreement with the firm of Rea and Parker Research Inc. for the not to exceed fee of $109,450.00 for FY 2013-14.
2. Direct staff to include the project cost increase in a budget amendment.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

Attachment

MB/ksw/cl
November 4, 2013

Kathi Williams
Imperial Valley Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, Ca. 92243

RE: Imperial Valley Transit Passenger Mile Sampling
7/1/13—6/30/14: Contract 052413-9D

Dear Kathi:

I am writing to discuss something that we had all anticipated given Imperial Valley Transit’s plans to expand service on Saturdays, reduce headways, and introduce changes to the Brawley Gold Line with the possibility of expanding Sunday service. As such, the above referenced contract, which was based upon Imperial Valley Transit service levels at the start of the contract (July 1, 2013), could require a small adjustment as new services were added.

The basis of this requested contract adjustment is that the FTA/NTDB formula for the number of sample bus trips required in an annual passenger mile study is based upon the number of trips offered daily by a transit agency. At the beginning of the project, Imperial Valley Transit offered 122 daily trips (including route 51). The FTA formula indicates that 5 trips must be sampled every third day for one year. When the headways were reduced, the number of daily trips increased to 136, but the formula held at 5 trips every third day.

I have now input the new Gold Line trips into the formula (148 daily trips), and the requirement has increased to 6 trips every third day—a 20 percent increase in the number of trips to be scheduled, the number to be surveyed on board the buses, and the increased count data computerized. With the exception of the final report, this 20 percent increase in sampled trips comprises almost entirely a 20 percent increase in our costs. The one exception to the 20 percent increase is associated with the final report preparation. The final report will require additional comparisons to prior years and adjustments to account for the service changes in making these comparisons, but these costs will not be 20 percent higher.
Kathi Williams  
Imperial Valley Transportation Commission  
1405 N. Imperial Ave. Suite 1  
El Centro, Ca. 92243  
Page 2

To give you an idea of the nature of the cost increase, trips to be surveyed are drawn at random and then are planned for on-board personnel to travel throughout the system on a given day. For example, a surveyor may be on the 2n bus to Niland in the morning, then be back in El Centro to catch 1s later in the day and then finish on a later bus from Holtville to El Centro. Scheduling for this involves planning the best course to follow from El Centro to Niland, back to El Centro, then to Calexico, back to El Centro, out to Holtville and finally back to El Centro. Adding one additional bus can complicate the scheduling function and add time to the on-board assignment. Following that, the counts generated must be input stop-by-stop, again adding time.

Factoring in the revisions to our sample required with the prior service changes and certain scheduling complexities resulting therefrom, but offsetting those cost increases with the fact that our final report costs will not increase proportionately with the new service, we feel that it is reasonable to request a 20 percent increase in our contract for 6 months—or 10 percent in total, which equates to $9,950. We suggest the augmentation be paid as follows:

Tasks 4 through 6: Existing contract amount of six thousand five hundred dollars ($6,500) plus an additional five hundred dollars ($500) per month payable monthly in arrears in the total amount of seven thousand dollars ($7,000) per month from February 1, 2014 through July 1, 2014; and

Task 7: Existing contract amount of five thousand dollars ($5,000) plus the remainder of the 10 percent increase—six thousand nine hundred fifty dollars ($6,950), payable in a lump sum of eleven thousand nine hundred fifty dollars ($11,950) on August 1, 2014.

We thank you for considering our request and for the opportunity to provide our services to the Imperial Valley Transportation Commission.

Sincerely,

Richard A. Parker, Ph.D., President

Mailing: P.O. Box 421079 • San Diego, CA 92142  
Ph: 858 279-5070 • Fax: 858 279-1170  
Office: 4875 Casals Place • San Diego, CA 92124  
e-mail: rparker@rea-parker.com • www.rea-parker.com  
Rea & Parker, Incorporated
November 4, 2013

Kathi Williams
Imperial Valley Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, Ca. 92243

RE: Imperial Valley Transit Passenger Mile Sampling
7/1/13—6/30/14: Contract 052413-9D

Dear Kathi:

I am writing to discuss something that we had all anticipated given Imperial Valley Transit’s plans to expand service on Saturdays, reduce headways, and introduce changes to the Brawley Gold Line with the possibility of expanding Sunday service. As such, the above referenced contract, which was based upon Imperial Valley Transit service levels at the start of the contract (July 1, 2013), could require a small adjustment as new services were added.

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Kathi Williams
Imperial Valley Transportation Commission
1405 N. Imperial Ave.  Suite 1
El Centro, Ca. 92243
Page 2

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Factoring in the revisions to our sample required with the prior service changes and certain scheduling complexities resulting therefrom, but offsetting those cost increases with the fact that our final report costs will not increase proportionately with the new service, we feel that it is reasonable to request a 20 percent increase in our contract for 6 months—or 10 percent in total, which equates to $9,950. We suggest the augmentation be paid as follows:

Tasks 4 through 6: Existing contract amount of six thousand five hundred dollars ($6,500) plus an additional five hundred dollars ($500) per month payable monthly in arrears in the total amount of seven thousand dollars ($7,000) per month from February 1, 2014 through July 1, 2014; and

Task 7: Existing contract amount of five thousand dollars ($5,000) plus the remainder of the 10 percent increase—six thousand nine hundred fifty dollars ($6,950), payable in a lump sum of eleven thousand nine hundred fifty dollars ($11,950) on August 1, 2014.

We thank you for considering our request and for the opportunity to provide our services to the Imperial Valley Transportation Commission.

Sincerely,

Richard A. Parker, Ph.D., President

Mailing: P.O. Box 421079 • San Diego, CA 92142
Ph: 858 279-5070 • Fax: 858 279-1170
Office: 4875 Casals Place • San Diego, CA 92124
e-mail: rparkar@rea-parker.com • www.rea-parker.com
Rea & Parker, Incorporated
FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement For Services ("Amendment"), made and entered into effective the 11th day of December, 2013, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC"), and REA & PARKER INCORPORATED, an active California corporation ("CONSULTANT") (individually, "Party;" collectively, "Parties").

WITNESSETH

WHEREAS, ICTC entered into that certain Agreement dated __________, 2013, hereinafter the "Agreement", and attached hereto as Exhibit "1";

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 due to reasons such as expanded service on Saturdays and the introduction of the Brawley Gold Line; 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 of the AGREEMENT is hereby amended and shall read as follows:

   6. COMPENSATION.

   The total compensation payable pursuant to this Agreement shall be one hundred nine thousand four hundred fifty dollars ($109,450) unless otherwise previously agreed to by ICTC."

2. Paragraph 8.1 of the AGREEMENT is hereby amended and shall read as follows:

   "8.1. CONSULTANT shall submit to ICTC’s Contract Manager written claims for compensation for services performed as follows:

   8.1.1. Tasks 1 through 3: Sixteen thousand five hundred dollars ($16,500), payable in a lump sum on July 1, 2013 for project start-up tasks.

   8.1.2. Tasks 4 through 6: Six thousand five hundred dollars ($6,500) per month payable monthly in arrears from August 1, 2013 through January 31, 2014; and seven thousand dollars ($7,000) per month payable monthly in arrears from February 1, 2014 through July 1, 2014; and
D. LTF (SB821), ARTICLE 3, BICYCLE AND PEDESTRIAN PROJECT DISTRIBUTION LIST, FISCAL YEAR 2013-14
December 5, 2013

Jesus Terrazas, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave., Suite 1
El Centro, CA 92243

SUBJECT: LTF (SB821), Article 3, Bicycle and Pedestrian Project Distribution List,
Fiscal Year 2013-14

Dear Commission Members:

The Transportation Development Act (TDA) makes funds available for facilities for the exclusive use of pedestrians and bicycles. The adopted Article 3 claims for funds must correspond to the prioritized list of eligible projects submitted by the agency.

This list is based upon agency input and subsequent review by the Subcommittee to remain within the funds available. Agencies file the claims on standard forms after governing body authorization.

The funds are allocated first with an even distribution of $10,000 among all agencies. The remaining funds are then distributed to all agencies based on percentage of population. The total allocation of Article 3 funding for all agencies in Fiscal Year 2013-14 is $153,000.

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for their review and approval, after the receipt of public comment if any.

1. Adopt the attached LTF (SB821) Bicycle and Pedestrian Project Distribution List for Fiscal Year 2013-14.

2. Authorize the claimant agencies to file Article 3 Claims for the approved amount.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

Attachment
MB/ksw/ds

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
# ICTC LTF TDA Article 3 Bikes and Pedestrian Funding
## FY 2013-14 Distribution

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<th>Agency</th>
<th>$10 K Minimum</th>
<th>Population</th>
<th>Population % of Total</th>
<th>Population Minimum</th>
<th>Total Allocation</th>
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<tbody>
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<td>Holtville</td>
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<tr>
<td>Imperial</td>
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<td>171,383</td>
<td>100.00%</td>
<td>$73,000</td>
<td>$153,000</td>
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</table>

Proposed schedule:
- Reviewed by the ICTC TAC: 24-Oct-13
- Recommended by ICTC Management Committee: 13-Nov-13
- Approved by ICTC: 20-Nov-13
VI. REPORTS

A. ICTC EXECUTIVE DIRECTOR REPORT

C. CALTRANS - DISTRICT 11 DIRECTOR REPORT
Date: December 6, 2013
To: ICTC Management Committee
From: Mark Baza, Executive Director
Re: Executive Director’s Report

The following is a summary of the Executive Director’s Report for the Management Committee meeting of December 11, 2013

1. Imperial-Mexicali Bional Alliance: The next Binational Alliance meeting is scheduled for January 9, 2014 in the City of Mexicali.

2. Calexico Intermodal Transportation Center: The Kick off meeting was held on November 5, 2013 at the ICTC offices. An outreach meeting with all transit providers in the City of Calexico is scheduled for Tuesday, December 17, 2013. 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.

3. Pedestrian and Bicycle Transportation Access Study: The Study will focus on the California-Mexico border region, specifically its six Ports of Entry (POEs). ICTC is working with Caltrans and SANDAG to complete a Request for Proposal (RFP) for the study. The RFP was advertised on Friday, November 8, 2013. A non-mandatory pre-bid meeting was held at the ICTC offices on December 6, 2013.

4. IVT Circulator Design Project Progress: The project was presented and approved by the Commission on October 23, 2013. Final edits and publication of final project documents underway.

5. The IVT Gold Line (City of Brawley) Progress: The Brawley City Council approved the conceptual plan on July 16th after a presentation by AECOM and ICTC staff. The conceptual phase has progressed towards the implementation phase. For the Gold Line all bus stops have been identified. Cost estimates, funding and operational issues have been finalized.

ICTC has executed the contract amendment with First Transit to add the new service hours under a separate Scope of Work to the existing contract. The three agencies are coordinating the remaining tasks in order to identify a start date and a ribbon cutting event. Start date for the service is proposed for mid to late December.
6. **Brawley Transfer Terminal:** The construction was completed in August and became operational on August 1, 2013. The City in partnership with ICTC are planning to have a ribbon-cutting celebration in coordination with the startup of the IVT Gold Line.

7. **El Centro Transfer Terminal:** Construction is in progress with completion still on schedule for January 2014.

8. **IVT Bus Stop Safety and Design Standards Guidelines Project:** The project kick off meeting was held on December 4th at ICTC. The consultant team was introduced to the public works staff and planners in attendance. 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.

9. **Transportation Development Act (TDA-State Funds) Triennial Performance Audit Project:** A kick off meeting is scheduled for December 10th at ICTC offices. The audit is a state mandated requirement every three years for all TDA funds received in Imperial County.

10. **ADA Paratransit Service Certification and Eligibility Process, Demand Management Review and Growth Assessment.** The contract is on the ICTC agenda for execution on December 11, 2013. We are soliciting for a consultant that will evaluate our certification and eligibility process for the ADA paratransit service, provide an assessment of the growth and subsequent demand for future years.

11. **Update to the 2008 Coordinated Public Transit and Human Services Transportation Plan.** The contract is on the ICTC agenda for execution on December 11, 2013. We are soliciting for a consultant that will revise and update the plan created in 2008. 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.
Calexico Border Intermodal Transportation Center Feasibility Study

The Imperial County Transportation Commission (ICTC) in partnership with the City of Calexico, Caltrans and Southern California Association of Governments (SCAG), are initiating a study to determine the feasibility of a Calexico Border Intermodal Transportation Center (ITC) concept adjacent to the international border crossing can mitigate various mobility impacts generated by the downtown Calexico Port of Entry and future expansion project. The proposed ITC will facilitate pedestrian movement and access to public and private transit services for 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.

This study will evaluate the feasibility of a proposed ITC, including developing and accessing alternatives, identifying impacts, and estimating costs and financial feasibility. The feasibility study is scheduled to be completed by September 2014. Upon completion of the study all key stakeholders will pursue future funding to design and build the future ITC.

Public Participation Plan – Engagement Population Targets

For this effort, the public will be segmented into three groups with each receiving a different level of outreach and suggested involvement. The segments are:

- **Tier One (Stakeholders):** City, County, Regional and State Officials and Senior Staff, Decision and Opinion Makers, and Transit & Transportation Providers.
- **Tier Two:** Community Leaders, Business Organization Leaders, Homeowner Representatives and Community Based Organizations and Specifically Interested Individuals.
- **Tier Three:** Transit Riders and Citizens at Large.

The table below is a schedule of the proposed public outreach activities.

<table>
<thead>
<tr>
<th>Proposed Public Outreach Activities</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steering Committee Meetings</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Stakeholder Interviews</td>
<td>Dec 2014</td>
</tr>
<tr>
<td>Transit Passenger Survey</td>
<td>Jan 2014</td>
</tr>
<tr>
<td>Ongoing Public and Stakeholder Outreach</td>
<td>On-going</td>
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<tr>
<td>Public Workshop #1</td>
<td>Jan 2014</td>
</tr>
<tr>
<td>Public Workshop #2</td>
<td>Feb 2014</td>
</tr>
<tr>
<td>Public Hearing - Calexico City Council</td>
<td>June 2014</td>
</tr>
<tr>
<td>Presentation of Draft Report to Calexico City Council</td>
<td>July 2014</td>
</tr>
<tr>
<td>Presentation of Draft Report to ICTC Management Committee</td>
<td>July 2014</td>
</tr>
<tr>
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</tr>
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<td>Public Comment Period</td>
<td>July 2014</td>
</tr>
<tr>
<td>Presentation of Draft Report to Calexico City Council</td>
<td>August 2014</td>
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<tr>
<td>Presentation of Draft Report to ICTC Management Committee</td>
<td>August 2014</td>
</tr>
<tr>
<td>Presentation of Draft Report to ICTC Commission</td>
<td>August 2014</td>
</tr>
<tr>
<td>Approved Final Report</td>
<td>Sep 2014</td>
</tr>
</tbody>
</table>

For more information, please contact Virginia Mendoza, ICTC Project Manager at 760.592.4494 or via email at [virginiamendoza@imperialctc.org](mailto:virginiamendoza@imperialctc.org).
The following is a summary of the California Department of Transportation, District 11 report for the Imperial County Transportation Commission (ICTC) meeting of December 11, 2013:

1. Imperial County/Caltrans Teambuilding
   On November 21, the second meeting for 2013 was held at the County Administrative Center. These meetings are intended to allow for an exchange of information between Caltrans, Imperial County jurisdictions, ICTC and SCAG. By continued coordination and communication, this team is able to work cooperatively to improve transportation issues and services for the region. Please see attached agenda for specific discussion items.

2. California Freight Advisory Committee (CFAC)
   The CFAC consists of public and private sector freight stakeholders, including representatives of ports, shippers, carriers, freight-related associations, the freight industry workforce, Caltrans, and local governments. The Executive Director of SCAG represents Imperial County on the CFAC. The ICTC Executive Director also routinely attends these meetings.

   CFAC members meet quarterly to:
   
   - Participate in the development of the California Freight Mobility Plan (CFMP)
   - Serve as a forum for the discussion of freight-related topics
Help coordinate regional freight priorities with other organizations
Advise the State on freight-related priorities, issues, project and funding needs.

The CFMP will address current conditions, future trends, and major issues in goods movement across all modes and regions of California. It will go beyond the scope of the 2007 Goods Movement Action Plan (GMAP). The CFMP will provide additional detail to community impact issues, further focus on trucking, and better identify the freight needs of those portions of California that have specialized needs. This update also will utilize recent freight industry plans developed by seaports, railroads, and others as well as benefit from important regional freight mobility planning programs that local agencies have developed, such as the SCAG “Goods Movement Appendix” to their 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy.

CFAC staff and members recent accomplishments are:

- Freight plans and studies to be referenced in the CFMP have been concluded or are about to be concluded.
- Draft goals, objectives, strategies, and performance measures have been proposed for the CFMP.
- A draft national freight network for the State is being reviewed. This network will also be included in the CFMP.

For more information please go to: http://dot.ca.gov/hq/tpp/offices/ogm/cfac1.html

3. Storm Damage
Caltrans has completed the Emergency Director’s Order work. Repairs to SR-86 Sand Dune Wash, Campbell Wash, Tule Wash, and Lupin Wash are complete. The repairs on SR-78 to Condit and Bondit bridges are also complete. Caltrans Maintenance crews have minor areas to improve over the next few months, however all of the major erosion repairs have been completed in Imperial County.

The next critical issue is the dike that runs parallel on the north side along SR-78 from SR-86 heading west from post mile 5.5 to 13.0. This dike has been breached and requires rehabilitation due to its age. Caltrans Environmental Division and State Parks have been in discussion on how best to address this situation, but to date a resolution has not been reached.

4. Vegetation on SR-111
The SR-111 vegetation removal is complete.
5. Project Update
Dogwood Road
RTL, December 2013 Bid Open, March 2014
R/W Cert, October 2013 Award, May 2014
CTC vote, January 2014 Start construction, June 2014
HQ Advertising, February 2014 Complete Construction, March 2016

Andrade TEA Project
This project was awarded to the contractor RSM2 on November 19, 2013. This project will provide pedestrian improvements, vegetation, and shelters at the Andrade POE.

We expect the contract to be approved during the second week of December, 2013. Construction will start within 90 days of approving the contract due to Tribal Employment Rights Ordinance (TERO) permit.

6. Traffic Operations – SR-86 at Best Road & Hovley Road
Caltrans continues to research and study signage changes at these locations.

7. DLAE Updates

Highway Safety Improvement Program (HSIP)
Highway Safety Improvement Program (HSIP) Cycle 6 – Caltrans received 389 applications requesting $255 million competing for $150 million available funding, of which 231 have been approved. Caltrans ensured the Benefit/Cost ratio for all applications were free of fatal flaws. The final HSIP Cycle 6 Approved Project List has now been published.

<table>
<thead>
<tr>
<th>Projects</th>
<th>Region</th>
<th>Projects Cost</th>
<th>Federal Funds</th>
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</thead>
<tbody>
<tr>
<td>19</td>
<td>San Diego</td>
<td>$14,770,400</td>
<td>$11,828,700</td>
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<tr>
<td>1</td>
<td>Imperial</td>
<td>$820,000</td>
<td>$738,000</td>
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<tr>
<td><strong>Total:</strong></td>
<td></td>
<td><strong>$15,590,400</strong></td>
<td><strong>$12,566,700</strong></td>
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The HSIP project which was approved for Imperial County is in the City of El Centro and involves installing sidewalks, crosswalks and lighting at various locations on Main Street.

Highway Bridge Program (HBP)
New policies will be rolled out soon which will allow bridge projects on the Federal-aid system to be eligible for 100% Federal funding as long as there are other Federal sources in addition to HBP funds. Toll Credit can be used as the match for each Federal fund type.
Emergency Relief (ER) Program
The Emergency Relief program is for the repair and reconstruction of federal-aid highways, roads, and trails on federal lands which have been seriously damaged as a result of a natural disaster or catastrophic failures from an external cause. There is a $750,000 threshold per event for overall damage before an area or region is eligible for ER funds. Some changes to the ER program are as follows:

- The State must apply and provide a complete list of project sites and costs within two years of the event. The cost may not exceed the cost to repair or reconstruct a comparable facility.

- For emergency repairs, a 100% Federal share is allowed during the first 180 days following a disaster. MAP-21 allows the Secretary to extend the time period if access to damaged areas is limited.

- Any debris removal for major disasters declared under the Stafford Act will be funded by FEMA.

Disadvantaged Business Enterprises (DBE) – GFE
FHWA is currently conducting a process review of local agencies’ Good Faith Efforts to evaluate compliance of the DBE program. Thus far all GFE’s reviewed have not been satisfactory. In accordance with Section 9.9 of the Local Assistance Procedures Manual (LAPM), a bidder or proposer, in order to be responsive, needs to make good faith efforts to meet the DBE goal established by a local agency on a US DOT assisted project. In order to document adequate good faith efforts, a bidder or proposer needs to complete and submit an LAPM Exhibit 15-H DBE Information – Good Faith Efforts documentation even if the DBE goal was met. A local agency will be required to include LAPM Exhibit 15-H and an Evaluation of Good Faith Effort (GFE) Memorandum for projects that were awarded on the basis of a GFE (see Office Bulletin DLA-OB 11-04 Evaluating and Submitting Good Faith Efforts).

- Note: Two City of San Diego projects currently under review
# External Team Building – Caltrans & Imperial County

**County Administrative Center**  
Conference Rooms C & D  
940 West Main Street  
El Centro, CA 92243  
Thursday, November 21, 2013  
9:30 am to 1:00 pm

<table>
<thead>
<tr>
<th>Session</th>
<th>Speaker(s)</th>
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<tbody>
<tr>
<td>Welcome, Introductions &amp; Opening Remarks</td>
<td>Ross / Mark</td>
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<tr>
<td>Brawley Presentation</td>
<td>Steven</td>
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<td>• Brawley Transit Center</td>
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<tr>
<td>Imperial County Transportation Commission Updates</td>
<td>ICTC</td>
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<td>• Gold Line Circulator</td>
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<td>• New Sunday Transit Service</td>
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<td>• Bus Stop Safety and Design Standards Guidebook</td>
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<td>• Safe Routes to School Regional Master Plan</td>
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<td>• Calexico Intermodal Transit Center</td>
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<td>• SDSU-IVC Transit Shuttle Analysis</td>
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<td>• Pedestrian and Bicycle Transportation Access Study for the California/Mexico Land Ports of Entry RFP</td>
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<td>• Long Range Transportation Plan Update</td>
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<td>• Imperial-Mexicali Binational Alliance</td>
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<td>SCAG Updates</td>
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<td>• Gateway Study</td>
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<td>• Safe Routes to School</td>
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<td>• RTP Amendment</td>
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<td>• 2016 RTP/SCS Development</td>
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<td>Caltrans Updates</td>
<td>Luis</td>
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<td>• Local Assistance</td>
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<td>• Highway Safety Improvement Program Update</td>
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<td>• Federal-aid System Bridge Projects</td>
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<td>• Storm Damage Program</td>
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<td>• Project Updates and Status Map</td>
<td>Sam</td>
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<tr>
<td>• Caltrans Access Management</td>
<td>Jacob</td>
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<tr>
<td>• Caltrans Intersection Control Evaluation (ICE) Policy</td>
<td>Chuck</td>
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<tr>
<td>• Planning Updates</td>
<td>Bill</td>
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<td>• Grants Awarded &amp; Next Grant Cycle</td>
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<td>• Statewide Freight Advisory Committee</td>
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<td>• Transportation Concept Reports (TCRs)</td>
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<td>• Border Master Plan</td>
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<td>• General Plan Guidance Update &amp; SB-743</td>
<td>Leila</td>
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</tbody>
</table>
External Team Building – Caltrans & Imperial County

County Administrative Center
Conference Rooms C & D
940 West Main Street
El Centro, CA 92243

Thursday, November 21, 2013
9:30 am to 1:00 pm

BREAK FOR LUNCH – 11:30

Open Discussion

All

Closing Remarks & Future Meeting Dates
April 2014
October 2014

Caltrans
A. UNMET TRANSIT NEEDS PUBLIC HEARING—FOR FISCAL YEAR 2014-2015
December 4, 2013

Jack Terrazas, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, Ca. 92243


Dear Commission Members:

Section 99401.5 of the Public Utilities Code states that:

"The Transportation Planning Agency (TPA) shall hold at least one public hearing pursuant to 99238.5, for the purpose of soliciting comments on the Unmet Transit Needs that may exist within the jurisdiction."

Unmet Transit Needs that are determined to be “Reasonable to Meet” by ICTC may be established by providing services directly, by contracting for new services, or the expansion of existing services.

In the past, these Public Hearings have been held in the January - March time frame at the Board of Supervisors Chambers in the County Administration Center. ICTC is required to select the Hearing Panel from the elected official members of the Commission. It has been customary to appoint five members with two alternates. Typically, two members from the County are selected, with three City representatives. The alternates are also from the Cities.

The Panel meets twice, once for the actual hearing and then reconvenes approximately one month later to review testimony and adopt the “Findings” or actions to be implemented in the subsequent fiscal year. The date of the second meeting is determined by the panel members during the preliminary meeting. ICTC staff issue the public notices and coordinates administrative arrangements, which includes bilingual translation.

Last year the panel members were:

Jack Terrazas Supervisor, District #2
Ryan Kelly Supervisor, District #4
George Nava Councilmember, City of Brawley
Bill Hodge Councilmember, City of Calexico
Maria Froelich-Nava Councilmember, City of Calipatria
David Bradshaw Councilmember, City of Holtville

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
A Thursday afternoon or evening hearing is recommended, as there are typically no regularly scheduled City Council Board meetings; and the public is generally able to attend.

The ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for review and approval after the receipt of public comment:

1. Appoint the Unmet Transit Needs Hearing Panel: two members from the County, three City representatives with two City alternates.


3. Select the time of the meeting.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cl
B. UPDATE TO THE 2008 PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION COORDINATION PLAN FOR IMPERIAL COUNTY – FY 2013-14
December 4, 2013

Jack Terrazas, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Update to the 2008 Public Transit-Human Services Transportation Coordination Plan for Imperial County – FY 2013-14

Dear Commission Members:

ICTC staff recently completed a competitive bid process to acquire proposals from qualified consultants to develop an update to the 2008 Public Transit-Human Services Transportation Coordination Plan for Imperial County, hereafter referred to as “Coordinated Plan”. The primary purpose of a Coordinated Plan is to document resources in order 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 current 2008 Public Transit-Human Services Transportation Coordination Plan for Imperial County is available for review on the ICTC website at www.imperialctc.org

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.

To achieve the goals in the scope of work the consultant will review the existing plan, conduct bilingual interviews and/or focus group meetings with all transportation service providers, community leaders and transportation stakeholders using the FTA’s publication A Framework for Action: Building the Fully Coordinated Transportation System (or suitable alternative) as a guideline, collect and analyze transportation data related to the existing transportation system, reassess the needs of the public transportation and social services transportation system, and develop alternatives and solutions to address the needs.

A proposal evaluation committee met on October 30, 2013. The committee was comprised of ICTC staff and staff from social service agencies, as well as Caltrans. Two qualified firms were then called back for oral interviews conducted on November 5, 2013. Following interviews the firm named AMMA, was ranked as “most responsive” and selected for recommendation of contract award.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
The ranking was based on technical qualifications, prior experience, proposed methodology, staff qualifications and cost.

The budget for this project was identified as $75,000 and approved in the ICTC 2013-14 OWP and budget (7416001-525010) on June 26, 2013.

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for their review and approval, after the receipt of public comment if any.

1. Award the Consultant Agreement for the FY 2013-14 Update to the 2008 Public Transit-Human Services Transportation Coordination Plan for Imperial County to AMMA.
2. Authorize the Chairman to sign the agreement for the FY 2013-14 Update to the Public Transit-Human Services Transportation Coordination Plan for Imperial County for the not to exceed fee of $75,000.00 to AMMA.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cI
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into this _______ day of ______________, 2013, by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC") and AMMA Transit Planning, a sole proprietorship ("CONSULTANT").

WITNESSETH

WHEREAS ICTC desires to retain a qualified individual, firm or business entity to provide professional services for the Update to the 2008 Coordinated Public Transit – Human Services Transportation Plan ("the Project"); 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 for the Project on the terms and in the manner set forth herein;

NOW, THEREFORE, ICTC and CONSULTANT have and hereby agree to the following:

1. DEFINITION.

1.1 "RFP" shall mean ICTC’s “FY 2013-2014 Request For Proposal Update to the 2008 Coordinated Public Transit – Human Services Transportation Plan”. The RFP is attached as Exhibit "A" and incorporated herein by this reference.

1.2 "Proposal" shall mean CONSULTANT’s “Proposal for ICTC’s Update to the 2008 Coordinated Public Transit – Human Services Transportation Plan” dated October 25, 2013. The proposal is attached as Exhibit "B" and incorporated herein by this reference.

2. CONTRACT COORDINATION.

CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Heather Menninger 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 designee shall be subject to the prior written acceptance and approval of ICTC.
3. **DESCRIPTION OF WORK.**

3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the event of a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the Proposal and this Agreement shall take precedence over both.

3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour rate set forth in Exhibit “B”.

4. **WORK TO BE PERFORMED BY CONSULTANT.**

4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal and 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 the 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 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.

5. REPRESENTATIONS BY CONSULTANT.

5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the area or
areas specified in the Proposal. CONSULTANT has represented itself to be expert in these fields and
understands that ICTC is relying upon such representation.

5.2. Subject to 5.2.1, 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.

5.2.1. CONSULTANT shall not commence any work under this Agreement or provide
any other services, or materials, in connection therewith until CONSULTANT has received
written authorization from ICTC to do so.

5.3. CONSULTANT represents and warrants that the people executing this Agreement on
behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

5.4. 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.

5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
true and correct.

5.6. 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 shall not exceed Seventy-Five Thousand
Dollars ($75,000) unless otherwise previously agreed to by ICTC.

7. PAYMENT.

CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as
set forth in Exhibit “B”. ICTC shall pay 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 15th day of any month, submit to ICTC a written
claim for compensation for services performed. The claim shall be in a format approved by ICTC.
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.

Program scheduling shall be as described in Exhibit A unless revisions to Exhibit A are approved
by both ICTC and CONSULTANT’s Contract Manager. Time extensions may be allowed for delays
caused by ICTC, 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 has 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 thirty (30) 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 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 its 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 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.**

   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:

   16.1. 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.

   16.2. 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.

   16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, 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 ICTC.

   16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC 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.

   16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to ICTC's employee.

   16.6. 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.

   16.7. 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.
16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind or obligate ICTC in any way without the written consent of ICTC.

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, commercial general liability insurance (bodily injury and property damage), employer's liability insurance, commercial automobile liability insurance (bodily injury and property damage) and professional liability insurance 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>
</tr>
</thead>
<tbody>
<tr>
<td>Errors &amp; Omissions Coverage</td>
<td>$500,000</td>
</tr>
<tr>
<td>Worker's Compensation, Coverage A</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability, Coverage B</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>(Including Contractual Liability):</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Commercial Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>(owned, hired &amp; non-owned vehicles)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
</tbody>
</table>

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 an additional insured on all policies, except Workers’ Compensation, and provide that ICTC may recover for any loss suffered by ICTC by reason of CONSULTANT’s negligence.

17.2.4. State that it is primary insurance and regards ICTC as an additional insured 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.

17.3.2. ICTC is to be notified immediately of all 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 require 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, 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.

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.

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 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.

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:**
Atttn: Executive Director
Imperial County Transportation Commission
940 W Main Street, Suite 204
El Centro, CA 92243

**CONSULTANT:**
AMMA Transit Planning
393 Two Trees Road
Riverside, CA 92507

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 State
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. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
void, or unenforceable, the remaining provisions will nevertheless continue in full force without being
impaired or invalidated in any way.

24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

As used in this Agreement and whenever required by the context thereof, each number, both
singular or plural, shall include all numbers, and each gender shall include a gender. CONSULTANT
as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity. All covenants herein contained on the part of CONSULTANT shall be joint and several if more than one person, firm or entity executes the Agreement.

25. **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.

26. **CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California. 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.

27. **ATTORNEY’S FEES.**

If either party 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.

28. **AUTHORITY.**

Each individual executing this Agreement on behalf of CONSULTANT represents and warrants that:

28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT;

28.2. 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;

28.3. This Agreement is binding upon CONSULTANT in accordance with its terms.

29. **COUNTERPARTS.**

This Agreement may be executed in counterparts.

///
30. **REVIEW 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.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the day and year first above written.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

By: __________________________
Jack Terrazas,
Chair of the Board

**ATTEST:**

By: __________________________
Cristi Lerma,
Secretary to the Commission

**CONSULTANT:**

AMMA Transit Planning.

By: __________________________
Heather Menninger

**APPROVED AS TO FORM:**

MICHAEL L. ROOD
COUNTY COUNSEL

By: __________________________
Geoffrey P. Holbrook
ICTC Counsel
### Certificate of Liability Insurance

**Producer**
Grosslight Insurance IE Div
License #0247283
9381 Haven Ave.
Rancho Cucamonga, CA 91730
Mike Tsai

**Insured**
Heather Menninger
dba: AMMA Transit Planning
393 Two Tree Rd.
Riverside, CA 92507

**Insurer A:** Hartford Casualty Ins. Co.

**Insurers Affording Coverage**

<table>
<thead>
<tr>
<th>NAIC #</th>
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<tbody>
<tr>
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</tbody>
</table>

### Coverages

The Policies of insurance listed below have been issued to the Insured named above for the Policy Period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policies described herein is subject to all the terms, exclusions and conditions of such Policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>72SBAAN3974</td>
<td>12/06/2012</td>
<td>12/06/2013</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>General Liability Claims Made Occur</td>
<td>72SBAAB3390</td>
<td>12/06/2012</td>
<td>12/06/2013</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>General Liability Project</td>
<td>72SBAAB3390</td>
<td>12/06/2012</td>
<td>12/06/2013</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>General Liability Loc</td>
<td>72SBAAB3390</td>
<td>12/06/2012</td>
<td>12/06/2013</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Automobile Liability Any Type</td>
<td>72SBAAB3390</td>
<td>12/06/2012</td>
<td>12/06/2013</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Garage Liability Any Auto</td>
<td>72SBAAB3390</td>
<td>12/06/2012</td>
<td>12/06/2013</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Excess / Umbrella Liability Occur</td>
<td>Y/N</td>
<td>12/06/2012</td>
<td>12/06/2013</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Excess / Umbrella Liability Aggregate</td>
<td>Y/N</td>
<td>12/06/2012</td>
<td>12/06/2013</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Workers Compensation and Employers' Liability</td>
<td>Y/N</td>
<td>12/06/2012</td>
<td>12/06/2013</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

### Description of Operations / Locations / Vehicles / Exclusions Added by Endorsement / Special Provisions

*Cancellation provision reverts to 10 days for non-payment of premium.
*30 day notice of cancellation for all other.

### Certificate Holder

**Imperia**

Imperial County Transportation Commission
1406 N. Ste.1
El Centro, CA 92243

**Cancellation**

Should any of the above described Policies be cancelled before the expiration date thereof, the issuing Insurer will endeavor to mail 10 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

**Authorized Representative**

[Signature]

---

© 1988-2009 ACORD CORPORATION. All rights reserved.
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Blue Ribbon Insurance Agency
1010 Crenshaw Blvd Ste 270
Torrance CA 90501-2059

CONTACT NAME: Betty Duke
PHONE: 310-328-2115
FAX: 310-328-2244
ADDRESS: tracy.landis@blueribbons.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Travelers Casualty & Surety Co of America

NAIC #

COVERAGES

COVERAGE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'LN</th>
<th>INSUR</th>
<th>WDV</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXPIR (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Professional Liability</td>
<td></td>
<td></td>
<td></td>
<td>105643477</td>
<td>07/01/2013</td>
<td>07/01/2014</td>
<td>Each claim: $500,000 All claims: $500,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
Imperial County Transportation Commission
1405 N. Imperial Ave, Suite 1

El Centro CA 92243

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD
P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-21-2013

GROUP:
POLICY NUMBER: 8044658-2013
CERTIFICATE ID: 8
CERTIFICATE EXPIRES: 02-01-2014
02-01-2013/02-01-2014

IMPERIAL COUNTY TRANSPORTATION COMMISSION SC
1405 N IMPERIAL AVE STE 1
EL CENTRO CA 92243-8300

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

[Signature]
Authorized Representative

[Signature]
President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:
THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;
EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-11-20 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: IMPERIAL COUNTY TRANSPORTATION COMMISSION

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 11-20-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

VISSCHER, HEATHER MENNINGER A M M A TRANSIT PLANNING
383 TWO TREES RD
RIVERSIDE CA 92507

[REV.1-2012] [P17,SC]

PRINTED: 11-21-2013
C. IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC) AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT CERTIFICATION AND ELIGIBILITY PROCESS UPDATE, DEMAND MANAGEMENT AND GROWTH ASSESSMENT PROJECT
December 4, 2013

Jack Terrazas, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Americans With Disabilities Act (ADA) Paratransit Certification and Eligibility Process Review, Demand Management and Growth Assessment Project

Dear Commission Members:

ICTC as the administrator of the fixed route transit system and the ADA paratransit system has recognized that there are unique challenges with meeting the growing demand and increasing costs for the ADA paratransit system. Therefore, ICTC has developed a project scope and a budget to enter into a contractual relationship with a qualified consultant who would complete a project that provides an assessment of the current policies and processes for certification and eligibility of the ADA paratransit system. In addition ICTC is requesting the consultant provide an evaluation in order to remain within compliance of the ADA and more efficiently and effectively provide services.

ICTC staff recently completed that competitive bid process to acquire proposals from qualified consultants to develop the assessment that will result in the development of 1. Review and recommendations for productivity improvements for the Americans with Disabilities Act (ADA) Paratransit Certification and Eligibility process; and, 2. An evaluation of the current versus future paratransit service area and demand, with a growth assessment with strategies to forecast and accommodate service growth, demand management and cost containment.

The consultant will review the existing paper certification process, conduct bilingual interviews and/or focus group meetings with service users, social service and community leaders and other transportation stakeholders.

A proposal evaluation committee met on October 31, 2013. The committee was comprised of ICTC staff and staff from local social service agencies. Three qualified firms were then called back for oral interviews conducted on November 5, 2013. Following interviews the firm named LSC Consultants, Inc. was ranked as the “most responsive” and selected for recommendation of contract award.
The final ranking was based on technical qualifications, prior experience, proposed methodology, staff qualifications and cost.

The budget for this project was identified as $150,000 and approved in the ICTC 2013-14 OWP and budget (7416001-525010) on June 26, 2013.

ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the ICTC Commission for their review and approval, after the receipt of public comment if any.


2. Authorize the Chairman to sign the agreement for the FY 2013-14 ICTC Americans With Disabilities Act (ADA) Paratransit Certification and Eligibility Process Review, Demand Management and Growth Assessment Project with LSC Consultants, Inc. for the not to exceed fee of $149,977.00.

Sincerely yours,

MARK BAZA
Executive Director

BY: _______________________

Kathi Williams
Senior Transit Planner

MB/ksw/cl
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into this _____ day of ____________, 2013, by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC") and LSC Transportation Consultants, Inc., a Colorado corporation licensed to do business in California ("CONSULTANT").

WITNESSETH

WHEREAS ICTC desires to retain a qualified individual, firm or business entity to provide professional services for ADA Paratransit Service Certification and Eligibility Process, Demand Management Review and Growth Assessment ("the Project"); 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 for the Project on the terms and in the manner set forth herein;

NOW, THEREFORE, ICTC and CONSULTANT have and hereby agree to the following:

1. DEFINITION.

1.1 “RFP” shall mean ICTC’s “FY 2013-2014 Request For Proposal ADA Paratransit Service Certification and Eligibility Process, Demand Management Review and Growth Assessment Request For Proposal”. The RFP is attached as Exhibit “A” and incorporated herein by this reference.

1.2 “Proposal” shall mean CONSULTANT’s proposal for ADA Eligibility, Certification, and Service Improvement dated October 23, 2013. The proposal is attached as Exhibit “B” and incorporated herein by this reference.

2. CONTRACT COORDINATION.

CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Dr. A.T. Stoddard, P.E. 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 designee shall be subject to the prior written acceptance and approval of ICTC.

///
3. DESCRIPTION OF WORK.

3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the event of a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the Proposal and this Agreement shall take precedence over both.

3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour rate set forth in Exhibit "B".

4. WORK TO BE PERFORMED BY CONSULTANT.

4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal and 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 the 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 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
5. REPRESENTATIONS BY CONSULTANT.

5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the area or areas specified in the Proposal. CONSULTANT has represented itself to be expert in these fields and understands that ICTC is relying upon such representation.

5.2. Subject to 5.2.1, 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.

5.2.1. CONSULTANT shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONSULTANT has received written authorization from ICTC to do so.

5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

5.4. 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.

5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are true and correct.

5.6. 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 shall not exceed One Hundred Forty-Nine Thousand, Nine Hundred Seventy-Seven Dollars ($149,977) unless otherwise previously agreed to by ICTC.
7. **PAYMENT.**

CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set forth in Exhibit “B”. ICTC shall pay 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 15th day of any month, submit to ICTC a written claim for compensation for services performed. The claim shall be in a format approved by ICTC. 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.**

Program scheduling shall be as described in Exhibit A unless revisions to Exhibit A are approved by both ICTC and CONSULTANT’s Contract Manager. Time extensions may be allowed for delays caused by ICTC, 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 has 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 thirty (30) 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. In the event of a dispute arising out of or relating to this Agreement or the services to
be rendered hereunder, ICTC and CONSULTANT agree to attempt to resolve such disputes in the
following manner: 1) ICTC and CONSULTANT agree that they shall first attempt to resolve such
disputes through direct negotiations between the appropriate representatives of each party; 2) if such
negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by
formal non-binding mediation conducted in accordance with rules and procedures to be agreed upon by
the parties.

11.3. 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 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 its 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 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.

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:

16.1. 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.

16.2. 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.

16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, 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 ICTC.

16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC 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.

16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
make any claim against any ICTC fringe program, including, but not limited to, ICTC’s pension plan,
medical and health care plan, dental plan, life insurance plan, or any other type of benefit program,
plan, or coverage designated for, provided to, or offered to ICTC’s employee.

16.6. 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.

16.7. 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.

16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of,
bind or obligate ICTC in any way without the written consent of ICTC.

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, commercial general liability
insurance (bodily injury and property damage), employer’s liability insurance, commercial automobile
liability insurance (bodily injury and property damage) and professional liability insurance 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>
</tr>
</thead>
<tbody>
<tr>
<td>Errors &amp; Omissions Coverage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Worker’s Compensation, Coverage A</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability, Coverage B</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>(Including Contractual Liability):</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Commercial Automobile Liability</td>
<td></td>
</tr>
</tbody>
</table>
(owned, hired & non-owned vehicles)

1. Bodily Injury $1,000,000 each occurrence
2. Property Damage $1,000,000 each occurrence

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 an additional insured on all policies, except Workers’ Compensation, and provide that ICTC may recover for any loss suffered by ICTC by reason of CONSULTANT’s negligence.

17.2.4. State that it is primary insurance and regards ICTC as an additional insured 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.

17.3.2. ICTC is to be notified immediately of all 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 require 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, 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.

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.

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 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.

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:
Attn: Executive Director
Imperial County Transportation Commission
940 W Main Street, Suite 204
El Centro, CA 92243

CONSULTANT:
LSC Transportation Consultants, Inc.
516 North Tejon Street
Colorado Springs, CO 80903

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 State 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. **PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

As used in this Agreement and whenever required by the context thereof, each number, both singular or plural, shall include all numbers, and each gender shall include a gender. CONSULTANT as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity. All covenants herein contained on the part of CONSULTANT shall be joint and several if more than one person, firm or entity executes the Agreement.

25. **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.

26. **CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California. 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.

27. **ATTORNEY’S FEES.**

If either party 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.

28. **AUTHORITY.**

Each individual executing this Agreement on behalf of CONSULTANT represents and warrants that:
28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
CONSULTANT;
28.2. 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;
28.3. This Agreement is binding upon CONSULTANT accordance with its terms.
29. COUNTERPARTS.
This Agreement may be executed in counterparts.
30. REVIEW 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
thereo
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

IMPERIAL COUNTY
TRANSPORTATION COMMISSION:

By: _________________________
   Jack Terrazas,
   Chair of the Board

ATTEST:

By: _________________________
   Cristi Lerma,
   Secretary to the Commission

CONSULTANT:

LSC Transportation Consultants, Inc.

By: _________________________
   Dr. A.T. Stoddard, P.E

APPROVED AS TO FORM:

MICHAEL L. ROOD
COUNTY COUNSEL

By: _________________________
   Geoffrey P. Holbrook
   ICTC Counsel
D. IMPERIAL VALLEY TRANSIT (IVT) - FIXED ROUTE TRANSIT SERVICES OPERATING AGREEMENT, FISCAL YEAR 2012-2016, MODIFICATION #5
December 6, 2013

Jack Terrazas, 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 #5

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 Saturday. The services are provided by a fleet of 40 ft. and 22 ft. ramp or wheel chair lift equipped buses.

In accordance with the FY 2013-14 Unmet Transit Needs Public Hearing process concluded in April 2013, ICTC staff have negotiated the remaining transit service adjustments based on the prioritized list in the FY 2013-14 Unmet Transit Needs “Findings”. This “Finding” was the addition of limited service on Sundays, between and through Brawley, Imperial, El Centro, Heber and Calexico.

The proposed increase in service will add 962 service hours annually and would be effective January 5th, 2014. The total service hour increase is approximately 4% and the cost increase is approximately 3.5% to the existing contract.

Funding for these service increases 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 2013-14 ICTC Overall Work Program and Budget. Additional funding has been obtained from the Transportation Development Act (TDA) local sales tax and is the primary source of revenue for the additional expense.
Jack Terrazas, Chairman
Imperial County Transportation Commission

(2)

December 6, 2013

The ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the Commission for their review and approval, after the receipt of public comment:

1. Authorize the Chairperson to sign the modification #5 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective January 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, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $2,693,554.
   b. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $2,842,524.
   c. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $2,933,927.

Sincerely yours,

MARK BAZA
Executive Director

BY:

Kathi Williams
Senior Transit Planner

MB/ksw/cl

attachment
FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment to Agreement for fixed-route transit services ("AMENDMENT"), made and entered into effective the 11th day of December, 2013, 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";

WHEREAS, ICTC entered into that certain First Amendment to Agreement dated August 22, 2012, hereinafter the "FIRST AMENDMENT", and attached hereto as Exhibit "2";

WHEREAS, ICTC entered into that certain Second Amendment to Agreement dated May 27, 2013, hereinafter the "SECOND AMENDMENT", and attached hereto as Exhibit "3";

WHEREAS, ICTC entered into that certain Third Amendment to Agreement dated July 1, 2013, hereinafter the "THIRD AMENDMENT", and attached hereto as Exhibit "4";

WHEREAS, ICTC entered into that certain Fourth Amendment to Agreement dated November 13, 2013, hereinafter the "FOURTH AMENDMENT", and attached hereto as Exhibit "5";

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, such as additional service hours and compensation for operation on Sundays; 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 3.1.1 of the AGREEMENT is hereby amended and shall read as follows:

3.1.1. "Services provided in the service area under the scope of work entitled "Imperial Valley Transit Fixed-Route Bus Services Scope of Work FY 2011-12 through FY 2015-2016" are currently scheduled to be operated from Monday through Friday..."
between the hours of 6:00 a.m. through 12:30 a.m. and Saturday and Sunday
between the hours of 6:00 a.m. through 6:00 p.m.”

2. 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 = 33,292 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”

3. Paragraph 6.1.3 of the AGREEMENT is hereby amended and shall read as follows:

6.1.3 “SERVICE MILES- Estimated
Monday through Friday 6:00 a.m. to 12:30 a.m.
Total Annual Mileage = 776,720 weekdays
Saturday 6:00 a.m. to 6:00 p.m.
Total Annual Mileage = 78,000
Sunday 6:00 a.m. to 6:00 p.m.
Total Annual Mileage = 18,096”
Service will not operate on the following holidays or the day the holiday is
observed: New Years Day, Martin Luther King Jr. Day, Presidents’ Day,
Memorial Day, Independency Day, Labor Day, Veteran’s Day, Thanksgiving and
Christmas.”
4. 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 $3,424,728.00. The fare box is established at 17%; therefore the annual not-to-exceed subsidy will be $2,842,524.00.

8.1.1.5. For the period July 1, 2015 through June 30, 2016, the cost is identified as $3,534,853.00. The fare box is established at 17%; therefore the annual not-to-exceed subsidy will be $2,933,927.00.

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.”

5. In all other respects, the AGREEMENT, as amended, remains in full force and effect.

6. This Fifth Amendment is effective as of the day and year first written above.
IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed the day and year first above written.

IMPERIAL COUNTY TRANSPORTATION COMMISSION:

By: ______________________________
JACK TERRAZAS, Chairman

ATTEST:

CHRISTELLERMA,
Secretary to the Commission

PROVIDER:

By: ______________________________
NICK PROMPONAS
Senior Vice President

APPROVED AS TO FORM:

MICHAEL L. ROOD
County Counsel

By: ______________________________
GEOFFREY P. HOLBROOK
Senior Deputy County Counsel
E. IVT ACCESS - ADA PARATRANSIT SERVICES OPERATING AGREEMENT, FISCAL YEAR 2012-2016, MODIFICATION #2
December 6, 2013

Jack Terrazas, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

SUBJECT: IVT ACCESS – ADA Paratransit Service Operating Agreement
Fiscal Year 2012-2016, Modification #2

Dear Commission Members:

IVT ACCESS is the complementary public paratransit service bus system operated by First Transit, Inc. The ICTC administers and manages the fixed route contract per the Americans with Disabilities Act (ADA), on behalf of the member agencies. The service operates in tandem with Imperial Valley Transit, yet is designed for persons with disabilities, with coordinated service schedules and services areas. There currently is an average of 2,900 passenger trips a month, Monday through Saturday. The services are provided by a fleet of 22 ft. wheel chair lift equipped buses.

In accordance with the FY 2013-14 Unmet Transit Needs Public Hearing process concluded in April 2013, ICTC staff have negotiated the remaining transit service adjustment based on the prioritized list in the FY 2013-14 Unmet Transit Needs “Findings”. This “Finding” was the addition of limited service on Sundays, between and through Brawley, Imperial, El Centro, Heber and Calexico.

The proposed service increase will add 494 service hours annually and would be effective January 5th, 2014. The total service hour increase is approximately 4% and the cost increase is approximately 3.5% to the existing contract.

Funding for these service increases 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 2013-14 ICTC Overall Work Program and Budget. Additional funding has been obtained from the Transportation Development Act (TDA) local sales tax and is the primary source of revenue for the additional expense.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
ICTC Management Committee will meet on December 11, 2013 and it is anticipated that they will forward this item to the Commission for their review and approval, after the receipt of public comment:

1. Authorize the Chairman to sign a modification #2 to the operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS contract effective January 1, 2014 with an annual not to exceed annual 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, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $1,389,019.
   b. For the period July 1, 2014 through June 30, 2015 the annual not to exceed subsidy is set at $1,440,959.
   c. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $1,494,912.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cl

attachment
SECOND MODIFICATION OF AGREEMENT

This Second Modification to Agreement for ADA Paratransit services, made and entered into effective the _____ day of ________________ 2013, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC") and FIRST TRANSIT, INC., a Delaware corporation qualified to do business in California ("PROVIDER"), (individually, “Party” collectively, “Parties”).

WITNESSETH

WHEREAS, ICTC and PROVIDER entered into that certain Agreement dated May 25, 2011, ("AGREEMENT"), and attached hereto as Exhibit "1"; and

WHEREAS, COUNTY and PROVIDER entered into the First Modification of the AGREEMENT dated November 14, 2012, and attached hereto as Exhibit "2"; 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 8.1 of the AGREEMENT is hereby amended and shall read as follows:

8.1 "A fixed hourly rate shall apply for each vehicle service or revenue hour. The fixed hourly rate shall apply for the assigned fiscal year unless modifications are agreed to during the year. Vehicle revenue hours will be calculated based upon the actual time that each revenue service vehicle is in service and available to passengers. Vehicle revenue hours are identified by the schedule listing in the "Riders Guide." Vehicle revenue hours shall specifically exclude deadhead hours, including lime for travel to and from the first stop and after the last stop, storage facilities, fueling facilities, road tests, inspections training, personnel lunches and breaks. The fixed hourly rate shall compensate PROVIDER for all hourly cost elements. Compensation for services provided shall be as follows:
8.1.1 For the period July 1, 2011 through June 30, 2012, the cost is identified as $1,072,375.00. The fare box ratio is established at 7.8%; therefore the annual not to-exceed subsidy will be $997,375.00.

8.1.2 For the period July 1, 2012 through June 30, 2013, the cost is identified as $1,315,943.00. The fare box ratio is established at 7.8%; therefore the annual not to-exceed subsidy will be $1,213,300.00.

8.1.3 For the period July 1, 2013 through June 30, 2014. The cost is identified as $1,543,354.00. The fare box ratio is established at 10%; therefore the annual not to-exceed subsidy will be $1,389,019.00.

8.1.4 For the period July 1, 2014 through June 30, 2015, the cost is identified as $1,612,176.00. The fare box ratio is established at 10%; therefore the annual not to-exceed subsidy will be $1,440,959.00.

8.1.5 For the period July 1, 2015 through June 30, 2016, the cost is identified as $1,661,013.00. The fare box ratio is established at 10%; therefore the annual not to-exceed subsidy will be $1,494,912.00.

8.1.6 For the period July 1, 2016 through June 30, 2017, the cost is identified as $1,243,232.00. The fare box ratio and annual not-to-exceed subsidy will be established by mutual agreement at the time of contract extension.

8.1.7 For the period July 1, 2017 through June 30, 2018, the cost is identified as $1,276,982.00. The fare box ratio and annual not-to-exceed subsidy will be established by mutual agreement at the time of contract extension.

8.1.8 For the period July 1, 2018 through June 30, 2019, the cost is identified as $1,210,725.00. The fare box ratio and annual not-to-exceed subsidy will be established by mutual agreement at the time of contract extension.

8.1.9 The fare box recovery ratio calculated and required annually is subject to the deduction of normal Transportation Development Act operating cost exclusions. PROVIDER shall provide all operating cost exclusions to ICTC.
8.1.10 In the event that the required fare box revenue is not achieved on an annual basis, 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 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 vehicle drivers.”

2. In all other respects, the AGREEMENT remains in full force and effect.

3. This Second Modification is effective as of the day and year first written above.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed the day and year first above written.

IMPERIAL COUNTY TRANSPORTATION COMMISSION:

By:  
JACK TERRAZAS, Chairman

PROVIDER:

By:  
NICK PROMPONAS  
Senior Vice President

ATTEST:

By:  
CHRIS LERMA,  
Secretary to the Commission

APPROVED AS TO FORM:

MICHAEL L. ROOD  
County Counsel

By:  
VAHE BORZAKIAN  
Deputy County Counsel
F. MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE IMPERIAL COUNTY TRANSPORTATION
COMMISSION (ICTC) SOUTHERN CALIFORNIA ASSO-
CIATION OF GOVERNMENTS (SCAG) FOR A TRANSIT
SHUTTLE ANALYSIS
December 6, 2013

Jack Terrazas, Chairman
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 Transit Shuttle Analysis

Dear Commission Members:

The Imperial County Transportation Commission (ICTC) was awarded a Federal Transit Administration (FTA) Section 5304 Rural or Small Urban Transit Planning Study Grant funds for a Transit Shuttle Analysis. The Southern California Association of Governments (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. 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></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Funds</td>
<td>$261,500</td>
</tr>
<tr>
<td>Local In-Kind Match Contribution</td>
<td>$33,881</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$295,381</td>
</tr>
</tbody>
</table>

The Transit Shuttle Analysis will assess the feasibility of an inter-college shuttle service in Imperial County. ICTC in partnership with the Imperial Valley University Partnership (IVUP) will participate in the development of the analysis. IVUP consists of San Diego State University-Imperial Valley (SDSU-IV) and Imperial Valley College (IVC). The proposed transit service would connect IVC near the city of Imperial with SDSU’s campuses in the cities of Calexico and Brawley. The study would identify gaps in service and determine the projected ridership and necessary transit improvements along the corridor. The findings and recommendations will result in a transit service implementation plan that will be used as the basis for college transit service operations in Imperial Valley.

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

T: Projects/ICTC/MOU for ICTC-SCAG Shuttle Analysis for COM
It is requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval.

1. Authorize the Chairman to sign the Memorandum of Understanding between Imperial County Transportation Commission and Southern California Association of Governments for Transit Shuttle Analysis.

Sincerely,

MARK BAZA
Executive Director

MB/vm

Attachments
MEMORANDUM OF UNDERSTANDING
No. M-009-13

BETWEEN
IMPERIAL COUNTY TRANSPORTATION COMMISSION AND
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
FOR TRANSIT SHUTTLE ANALYSIS
(Project/OWP # 145.SC02570.01)

This Memorandum of Understanding ("MOU") is by and between the Southern California Association of Governments ("SCAG") and Imperial County Transportation Commission, subsequently herein referred to as the "Sub-Recipient," for Transit Shuttle Analysis, subsequently herein referred to as "Project." SCAG and Sub-Recipient may be collectively referred to herein as "Parties."

RECITALS

WHEREAS, SCAG programmed the total project amount of $295,381 into its applicable Overall Work Program ("OWP") for the Project, which includes Federal Transit Administration ("FTA") Section 5304 Rural or Small Urban Transit Planning Study Grant funds ("Federal Grant") awarded by the California Department of Transportation ("Caltrans"), in the amount of $261,500 for this Project;

WHEREAS, SCAG intends to award a contract to a consultant(s) ("Consultant") in the not to exceed amount of $261,500;

WHEREAS, the Project will involve procurement by SCAG of a consultant to perform services identified in the Scope of Work, attached hereto and subsequently herein referred to as "Exhibit A," using the funds identified in the Project Schedule and Funding Chart, attached hereto and subsequently herein referred to as "Exhibit B," and in accordance with the terms and conditions of this MOU;

WHEREAS, the Sub-Recipient will perform services as part of a Local In-Kind Match commitment in the total amount of $33,881 for the Project as described in the In-Kind Match Scope of Work and Budget, attached hereto and subsequently herein referred to as "Exhibit C," and the In-Kind Match Report Form ("Match Report"), attached hereto and subsequently herein referred to as "Exhibit D";

WHEREAS, SCAG's designated project manager, in coordination with the Sub-Recipient's designated project manager, will ensure the Scope of Work described in Exhibit A is performed by the selected Consultant;

WHEREAS, this MOU shall supersede and replace any previous agreements between SCAG and Sub-Recipient related to the Project described herein; and
WHEREAS, all obligations of SCAG under this MOU are subject to the availability of Federal Grant funds.

NOW THEREFORE, IT IS MUTUALLY AGREED:

1. **MOU**

   This MOU is comprised of these terms and conditions and any attached Exhibits, and may be amended only by written agreement between SCAG and the Sub-Recipient.

2. **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 the Scope of Work, and Project Schedule and Funding Chart for the not to exceed amount of TWO-HUNDRED AND SIXTY-ONE THOUSAND AND FIVE HUNDRED DOLLARS ($261,500), subject to the execution of a valid, enforceable contract between SCAG and its Consultant.

   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.

3. **Term**

   The Term of this MOU shall begin on the Effective Date of the MOU and continue until June 30, 2016, hereinafter referred to as the “Completion Date,” unless terminated earlier as provided herein. In-kind services performed under this MOU shall commence upon the Effective Date of this MOU.

4. **Program Management**

   a. In-kind services shall be performed by the Sub-Recipient’s staff, in accordance with Exhibits B and C. No portion of the work included in Exhibit C shall be subcontracted, without full execution of a written amendment to this MOU.

   b. All work under this MOU shall be coordinated with SCAG and the Sub-Recipient through the Project Managers.

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

         Matt Gleason  
         Senior Regional Planner
(213) 236-1832
gleason@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the Sub-Recipient.

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

Virginia Mendoza
Regional Transportation Planner
(760) 592-4494
virginiamendoza@imperialctc.org

The Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

a. The Parties agree and acknowledge that the total value of the Project is $295,381, as follows:

Grant Funds: $ 261,500
Local In-Kind Match Contribution: $ 33,881

b. Except as expressly provided herein, SCAG shall commit to the Project up to the maximum amount of TWO HUNDRED SIXTY-ONE THOUSAND AND FIVE HUNDRED DOLLARS ($261,500) during the term of this MOU. SCAG shall only be obligated to make payments to the Consultant for work provided pursuant to Exhibits A and B as set forth under this MOU.

c. Cost reimbursement for the Project is subject to the inclusion and funding agency approval of this Project in SCAG’s OWP for each applicable fiscal year. SCAG reserves the right to terminate this MOU in accordance with Section 21 (Termination of MOU) and/or to amend this MOU to reflect any reduction in funds.

6. In-Kind Match

The Sub-Recipient shall provide THIRTY-THREE THOUSAND AND EIGHT HUNDRED EIGHTY-ONE DOLLARS ($33,881) of local, In-Kind Services in support of Consultant work for the Project, in accordance the terms and conditions of this MOU and Exhibits B and C, for services performed in support of the Project, in accordance with Section 8 (Progress Reports and Match Reports) and Section 9 (Cost Principles) of this MOU.
7. **Indirect Costs**

For credit of indirect costs for the In-Kind Services portion of work, the Sub-Recipient shall comply with applicable Federal and State requirements including but not limited to Caltrans regulations and policies. Credit of indirect costs is contingent upon receipt by SCAG of a copy of a current indirect cost plan approved by Caltrans or a cognizant agency. However, the last approved indirect cost allocation plan shall remain in place until each new annual plan is approved, so long as Caltrans permits such practice.

8. **Progress Reports and Match Reports**

a. In performing In-Kind Services, the Sub-Recipient may incur in-kind match costs as stated in Exhibits B and C. Said costs shall comply with Section 9 (Cost Principles) below, and shall serve as the only cost for which the Sub-Recipient has a right to report as In-Kind Services.

b. At least once per quarter, the Sub-Recipient shall submit to SCAG the Match Report provided in Exhibit D for eligible services performed by the Sub-Recipient as part of a Local In-Kind Match commitment for the Project as described in Exhibits B and C. All Match Reports shall be accompanied by a narrative Progress Reports. The Progress Reports shall describe the percentage and status of work completed, as identified in the Scope of Work. The purpose of the Progress Reports is to allow SCAG to determine if the Sub-Recipient is completing the activities identified in the Scope of Work, in accordance with the agreed upon Schedule. SCAG’s Project Manager shall have the right to review Sub-Recipient’s charges and progress reports. All Match Report invoiced monthly and the Sub-Recipient shall include documentation of the match paid by the Sub-Recipient, with Match Reports directed to Accounts Payable.

c. Relative to the Match Report, the Sub-Recipient shall submit the following using the sample provided in Exhibit D:

1) A cover letter with the following information included, but not limited to; Name of Project, Description of Services Provided, Period of the Service Performed, Consultant Name, Total Cost Incurred, and the following, if applicable: Actual Hourly Pay Rates, Total Hours Worked, Fringe Benefit Rate, Fringe Costs;

2) Proof of payment/in-kind services for the local match portion of work.

3) Upon request of SCAG, Sub-Recipient shall provide additional information or documentation to support the costs contained in the Match Report within thirty (30) calendar days.

d. All costs charged pursuant to this MOU shall be supported by properly executed payrolls showing labor (wage) rates per hour, copies of time records, including
complete timesheets or time cards signed by the employee and approved by the supervisor; evidencing in proper detail the nature of the charges, and other documentation requested by SCAG.

e. On a quarterly basis, the Sub-Recipient shall submit a Quarterly Report in the format to be reasonably accepted by SCAG. The Quarterly Report shall include, in narrative form, a description of progress toward completion of tasks related to the Project and a reporting of all costs incurred regarding the Project. Information regarding the Sub-Recipient's match for the project shall also be included in the report.

f. On all documents submitted to SCAG for the Project, including Match Reports and Quarterly Reports, the Project Number (OWP # 145.SCG02570.01) shall be referenced from the Effective Date through Completion Date.

g. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. The Sub-Recipient agrees to submit pending Match Reports to SCAG on or before July 31st of each fiscal year.

9. Cost Principles

a. The Sub-Recipient 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


b. Any costs for which the Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by the Sub-Recipient within thirty (30) calendar days of the Sub-Recipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the Sub-Recipient fail to reimburse unallowable costs due SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold any future payments due to the Sub-Recipient.

c. All costs reported by the Sub-Recipient in Exhibit D, shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in
proper detail the nature of the charges, and shall be costs allowable under the Cost Principles cited above in Section 9(a).

10. Written and Electronic Versions of Work Products

a. The Sub-Recipient shall submit four (4) double-sided copies and one (1) electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.

b. Subject to the California Public Records Act, all deliverables and related materials shall be held confidential by Consultant. The Sub-Recipient shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Sub-Recipient treats its confidential information, but in no case less than reasonable care. Nothing furnished to the Sub-Recipient which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.

11. 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 Sub-Recipient regarding such changes. Within ten (10) calendar days from the date of the written notice, the Sub-Recipient 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 21(a) of this MOU.

12. 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:    Basil Panas  
            Chief Financial Officer  
            Southern California Association of Governments  
            818 W. 7th Street, 12th Floor  
            Los Angeles, CA 90017  
            Phone: (213) 236-1817

To Sub-Recipient:  Mark Baza  
                    Executive Director
13. Hold Harmless

a. The Sub-Recipient 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 the Sub-Recipient'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 the Sub-Recipient or its employees and agents in connection with its activities under this MOU. The Sub-Recipient further agrees to reimburse SCAG for claims, demands, costs or liability associated with the incomplete performance of work contained in Exhibits A and B in the event of breach or termination of this MOU by the Sub-Recipient or termination for cause of this MOU by SCAG.

b. SCAG undertakes and agrees to defend, indemnify, and hold harmless the Sub-Recipient and its respective 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.

14. Records Retention and Audits

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

c. The Sub-Recipient shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by OWP work elements.

d. If applicable, the Sub-Recipient 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 the Sub-Recipient in compliance with Office of Management and Budget Circular A-133.

15. Copyright

Sub-Recipient shall be free to copyright materials developed under deliverables identified in Exhibit A, provided that SCAG, Caltrans and FTA reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, such materials for government purposes.

16. Federal Certifications and Assurances

a. The Sub-Recipient shall adhere to the requirements contained in SCAG’s annual Certification and Assurances (FHWA and FTA “Metropolitan Transportation Planning Process Certification”) submitted as part of SCAG’s OWP, pursuant to 23 CFR 450.334 and the 23 U.S.C. 1234. This Certification shall be published annually in SCAG’s OWP. Such requirements shall apply to the Sub-Recipient to the same extent as SCAG and may include, but are not limited to:


2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and


b. The Sub-Recipient shall additionally comply with the requirements contained in the annual FTA “Certifications and Assurances for FTA Assistance,” including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53; published annually in
SCAG’s OWP. Such assurances shall apply to the Sub-Recipient to the same extent as SCAG, and include but are not limited, the following areas:

1) Standard Assurances
2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
3) Drug Free Work Place Agreement
4) Intergovernmental Review Assurance
5) Nondiscrimination Assurance
6) DBE Assurance
7) Nondiscrimination on the Basis of Disability
8) Certification and Assurances Required by the U.S. Office of Management and Budget

c. Federal Lobbying Activities Certification.

1) By signing this MOU, the Sub-Recipient certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of the Sub-Recipient, respectively, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the Sub-Recipient, as applicable, shall complete and submit Federal Standard Form-L.L, “Disclosure Form to Report Lobbying,” in accordance with those form instructions.”

3) This certification is a material representation of fact, upon which reliance was placed when this MOU was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the Master Fund Transfer Agreement between SCAG and the State.
17. **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. If applicable, 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.

18. **Conflict of Interest**

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

19. **Independent Contractor**

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

20. **Disputes**

   The Parties agree to submit any disputes arising under this MOU to neutral mediation before resorting to litigation.
21. **Termination of MOU**

   a. **Termination for Convenience.** SCAG may terminate this MOU at any time by giving written notice to the Sub-Recipient of 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, the Sub-Recipient shall fail to timely and adequately fulfill its obligations under this MOU, or if the Sub-Recipient violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the Sub-Recipient of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the Sub-Recipient 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 to SCAG at its option.

22. **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.

23. **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.

24. **Insurance**

   Sub-Recipient shall procure and maintain throughout the Term of this MOU the minimum required insurance, as set forth below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by the Sub-Recipient, its employees, agents, or representatives.

   a. **Minimum Scope of Insurance – Coverage shall be at least as broad as:**

      1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.

3) Workers' Compensation insurance as required by the State of California and Employer’s Liability Insurance.

4) Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient employees’ profession.

b. Minimum Limits of Insurance – Sub-Recipient shall maintain limits no less than:

1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Sub-Recipient with a combined single limit of not less than $1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.

3) Workers’ Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers’ Liability Insurance with a limit of not less than $1,000,000 each accident.

4) Professional Liability Insurance: With limits of not less than $1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this MOU.

c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) SCAG, its subsidiaries, officials and employees are to be covered as additional insureds, excluding automobile, as Sub-Recipient, products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its members, subsidiaries, officials and employees.

2) For any claims related to this project, each Sub-Recipient’s insurance coverage shall be primary insurance as respects SCAG, its members, subsidiaries, officials and employees. Any insurance or self-insurance
maintained by SCAG shall be in excess of Sub-Recipient’s insurance and shall not contribute to it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its members, subsidiaries, officials and employees.

4) Sub-Recipient’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5) Workers’ Compensation and Employer’s Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over $10,000 must be declared to and approved by SCAG.

e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best’s rating of no less than A and be admitted, unless otherwise approved by SCAG.

f. Verification of Coverage – Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. As an alternative, the Sub-Recipient may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

25. 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.

26. 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.
27. **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.

28. **Entire MOU**

This MOU, including the attached Exhibits A through D, 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-009-13

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: _____________________________________________ Date

Jack Terrazas
Board Chairperson

APPROVED AS TO FORM:

By: _____________________________________________ Date

Vahe Borzakian
Legal Counsel

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By: _____________________________________________ Date

Basil Panas
Chief Financial Officer

APPROVED AS TO FORM:

By: _____________________________________________ Date

Joann Africa
Chief Legal Counsel

November 26, 2013
Page 15
Exhibit A
Scope of Work

The Imperial Valley University Partnership (IVUP) is working with Imperial County Transportation Commission (ICTC) to assess the feasibility of an inter-college shuttle service in the region. IVUP consists of San Diego State University-Imperial Valley (SDSU-IV) and Imperial Valley College (IVC). The proposed transit service would connect IVC near the city of Imperial with SDSU's campuses in the cities of Calexico and Brawley, a distance approximately 25 miles in length. The study would identify gaps in service and determine the projected ridership and necessary transit improvements along the corridor. The findings and recommendations will result in a transit service implementation plan that will be used as the basis for college transit service operations in Imperial Valley.

RESPONSIBLE PARTIES
The tasks for this project will be primarily carried out by the consultant, to be determined by SCAG, ICTC and IVUP in a competitive RFP process. The consultant team will be responsible for developing a majority of the alternatives and feasibility studies. The consultant team will provide its findings to the community and incorporate ICTC and SDSU-IV's recommendations into the final service plan.

OVERALL PROJECT OBJECTIVES
- Document existing transit conditions
- Identify gaps in service
- Develop route alternatives to connect college campuses
- Analyze varying alternatives
- Assess financial feasibility of alternatives
- Work with college community to identify preferred alternatives
- Develop transit service implementation plan

1. Project Initiation

Task 1.1: Grant Agreement and Budget
- SCAG and ICTC will coordinate and develop agreement and budget,
  ○ Responsible Party: SCAG/ICTC

Task 1.2: Kick-off Meeting
- SCAG/ICTC/IVUP will hold a kick-off meeting or conference call to discuss grant procedures and project expectations including invoicing (at least quarterly but not more frequently than monthly), quarterly reporting, and all other relevant project information. Meeting summary will be documented.
  ○ Responsible Parties: SCAG/ICTC

Task 1.3: Request For Proposals (RFP) for Consultant Services
- Complete an RFP process for selection of a consultant using the proper procurement procedures.
  ○ Responsible Party: SCAG will be responsible for the RFP and ICTC will participate in the review and selection process.

Task 1.4: Staff Coordination/Grant Management - Quarterly reports
• Monthly project team meetings or conference calls to ensure good communication on
upcoming tasks and to make sure the project remains on time and within budget.
• Document milestone completions and submit updates on project progression.
  o Responsible Party: ICTC

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<td>Meeting Notes and Quarterly Reports</td>
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2. Existing Conditions Analysis

Task 2.1: Existing Conditions Analysis
• Review existing documents and conduct research as needed to assess existing transit
  services and fiscal operations, and demographic and economic conditions in the project
  area.
  o Responsible party: Consultant

• Review and provide comments to the Consultant on the existing conditions analysis
  prepared by the Consultant.
  o Responsible Party: ICTC

Task 2.2: Ridership Survey
• Conduct a field tour of corridor to familiarize consultant with project area. Conduct on-
  board passenger survey to compile a ridership demographic profile and document user
  experience and concerns. Also, conduct campus survey at three campuses of SDSU-
  Calexico, IVC and SDSU-Brawley, to identify student concerns and needs regarding
  transit issues. Surveys will be conducted in-person on campus and will also utilize social
  media to expand the reach of the surveys.
  o Responsible Party: Consultant

• Provide oversight and direction to the Consultant in the development of the survey
  questionnaire and to assist with the logistics for the on-board survey.
  o Responsible Party: ICTC

Task 2.3: Identify Gaps in Service
• Compile findings from Task 2.1 and 2.2 into a needs assessment report. The needs
  assessment will identify gaps in existing service and highlight difficulties that people
  encounter while trying to arrive at SDSU-IV campus and IVC via transit. The needs
  assessment will determine the extent and character of transit issues and will be
  contrasted with a list of performance indicators, highlighting areas of improvement.
  o Responsible Party: Consultant

• Provide oversight and direction to the Consultant on the needs assessment report.
  o Responsible Party: ICTC
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3. Develop alignment and service alternatives

Task 3.1: Stakeholder Interviews
- Consultant will conduct interviews or workshops with key stakeholders at SDSU-IV, IVC, ICTC/Transit Operator, and Caltrans. The goal will be to gather input on proposed class schedules for each campus and transit service needs between campuses and discuss concepts and logistics for proposed community meetings.
  - Responsible Party: Consultant

- Assist the Consultant in coordinating interview logistics and participate in stakeholder interviews.
  - Responsible Party: ICTC

Task 3.2: Community Meetings
- Present Task 2 deliverables (existing conditions report, passenger survey results, needs assessment) at community workshops/meetings. Building upon these findings, the community will generate ideas for alignment concepts, transit service criteria and other refinements to improve transit connection between IVC and SDSU-IV.
  - Responsible Party: Consultant

- Assist the Consultant in coordinating logistics and participate in community meetings.
  - Responsible Party: ICTC

Task 3.3: Develop Alternatives
- Use community and stakeholder feedback to develop alternatives to develop preliminary alternatives for service routes and vehicle types. Consultant will develop alternatives which synthesize the ideas expressed from the community and stakeholder interviews.

- Develop alternatives and present to project team for review and prioritize alternatives for detailed analysis.
  - Responsible Party: Consultant/SCAG/ICTC/IVUP

- Provide oversight and direction to the Consultant in the development of the alternatives.
  - Responsible Party: ICTC

Task 3.4: Present Alternatives
- Present Alternatives to project team for review and prioritize alternatives for detailed analysis.
  - Responsible Party: Consultant

- Assist the Consultant in coordinating the presentation of the alternatives.
  - Responsible Party: ICTC
Task 4.1: Analyze alignment alternatives and frequency of service
- Analyze feasibility of routes and frequency of service. Consultant will take into account ridership projections, neighborhood access and impacts, land use and future development, intersection geometry and control, and traffic volume as it pertains to transit operating speed, among other things.
  o Responsible Party: Consultant

- Provide oversight and direction to the Consultant on the alternative analysis report.
  o Responsible Party: ICTC

Task 4.2: Vehicle and Infrastructure Options - Capital Study
- Analyze necessity of different transit infrastructure such as shelters, benches, etc.
- Analyze feasibility of different vehicle types for each route alignment, along with vehicle costs and useful life. This analysis will include an evaluation of the potential use of zero carbon emission and partially or wholly electric buses.
  o Responsible Party: Consultant

- Provide oversight and direction to the Consultant on the vehicle and infrastructure options – capital study.
  o Responsible Party: ICTC

Task 5.1: Present alternatives to community and stakeholders
- Present findings of alternative analysis to college community. Gather feedback at open house and poll attendees to see which alternatives they prefer.
  o Responsible Party: Consultant

- Provide oversight and direction to the Consultant on the survey results.
  o Responsible Party: ICTC

Task 5.2: Prioritize alternatives and develop recommendations
- Report back to IVUP and ICTC with alternative analysis study and results of community open house. With these items in consideration, ICTC and IVUP will prioritize alternatives and develop recommendations for consultant.
Task 5.3: Financial Feasibility Study

- Provide oversight and direction to the Consultant on the preferred alternatives.
  - Responsible Party: ICTC

- Provide oversight and direction to the Consultant on the financial feasibility study.
  - Responsible Party: ICTC

Task 5.4: Transit Service Implementation Plan

- Taking into consideration the results of the financial feasibility study, develop a strategy and schedule for implementation of transit operations.
  - Responsible Party: Consultant

- Provide oversight and direction to the Consultant on the transit service implementation plan.
  - Responsible Party: ICTC

Task 5.5: Draft and Final Reports and Presentations

- Prepare Draft and Final Reports - Incorporate all the prior deliverables into a single, comprehensive document with Executive Summary.
  - Responsible Party: Consultant

- Present Draft Report to ICTC Management Committee (Policy Advisory) and present Draft/Final Report to ICTC Board.
  - Responsible Party: Consultant

- Review and comment on the Draft Report; coordinate with the Consultant regarding presentations of the Draft and Final Reports; review and approve the Final Report.
  - Responsible Party: ICTC

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## Exhibit B

### Project Schedule and Funding Chart

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### Totals

- Total Costs:
  - FY 2013-14: $295,381
  - FY 2014/15: $261,560
  - FY 15/16: $33,881

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## Exhibit C
### In-Kind Match Scope of Work and Budget

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November 26, 2013
Page 22
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4.1 Analyze alignment, frequency and service alternatives

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5.2 Prioritize alternatives and develop recommendations

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5.4 Transit Service Implementation

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| TOTALS | $33,994.60 |
# Exhibit D

**In-Kind Match Report Form**

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**TOTAL IN-KIND MATCH BUDGET**: $-

This is to certify ICTC has on record documentation supporting the work listed above, and they are funded by non-federal funders.

Signature Name Title Date

November 26, 2013 Page 24
G. RESOLUTION AUTHORIZING COLLABORATION BETWEEN IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC) AND SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) TO IMPLEMENT THE 2012-2035 REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY
December 6, 2013

Jack Terrazas, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Resolution authorizing collaboration between Imperial County Transportation Commission (ICTC) and the Southern California Association of Governments (SCAG) to implement the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy

Dear Commission Members:

The development of a regional Sustainable Communities Strategy (SCS) is required by state law under the California Sustainable Communities Strategy and Climate Protection Act, commonly referred to as Senate Bill 375, and is a critical element of achieving statewide Greenhouse Gas (GHG) reduction goals established in the Global Warming Solutions Act of 2006. A SCS is a component of the Regional Transportation Plan (RTP) that specifies how the GHG reduction targets of a region by the California Air Resources Board (CARB) will be achieved.

The Southern California Association of Governments (SCAG) has approved regional RTP/SCS that has been accepted by the Air Resource Board. SCAG developed the RTP/SCS in collaboration with ICTC, other County Transportation Commissions, and local governments from the six county Southern California region through a bottoms-up, collaborative process. The RTP/SCS addresses many challenges including projected growth, changing demographics, climate change adaption, housing needs, and transportation demands. It is critical that ICTC be engaged in the implementation of the plan in order for the plan’s benefits to be realized, as well as, to ensure the region continues to make progress that can be reflected in the 2016 RTP/SCS.

The attached resolution details the SCAG-ICTC RTP/SCS Joint-Work Program. Approval of the resolution would authorize the Executive Director to initiate and/or continue the RTP/SCS implementation activities. The joint-work program includes activities such as, first-last mile strategic plan, conservation planning policy, countywide safe routes to school plan, support legislative initiatives, develop legislation, regional sustainability working group, among others.

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

T: Projects\ICTC\MOU for ICTC-SCAG RTP-SCS for COM
It is requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval.

1. Authorize the Chairman to sign the resolution authorizing collaboration between Imperial County Transportation Commission (ICTC) and the Southern California Association of Governments (SCAG) to implement the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy

Sincerely,

MARK BAZA
Executive Director

MB/vm

Attachments
RESOLUTION OF
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)

RESOLUTION AUTHORIZING COLLABORATION BETWEEN IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC) AND THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) TO IMPLEMENT THE 2012-2035 REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY (RTP/SCS)

WHEREAS, the development of a regional Sustainable Communities Strategy is required by state law under California Sustainable Communities Strategy and Climate Protection Act, commonly referred to as Senate Bill 375, and is a critical element of achieving statewide greenhouse gas (GHG) reduction goals established in the Global Warming Solutions Act of 2006 (Núñez, Chapter 488, Statutes of 2006);

WHEREAS, a regional Sustainable Communities Strategy is a component of the Regional Transportation Plan that specifies how the GHG reduction targets established of a region by the California Air Resources Board (CARB) will be achieved;

WHEREAS, on April 4, 2012, the Southern California Association of Governments (SCAG) Regional Council unanimously approved the region’s first RTP/SCS;

WHEREAS, the adopted RTP/SCS includes land-use and transportation strategies that will support the region in meeting the established GHG reduction targets of 8% per capita by 2020 and 13% per capita by 2035;

WHEREAS, the Air Resource Board on June 4, 2012 accepted the Sustainable Communities Strategy as having met the GHG target;

WHEREAS, by virtue of having met the state established GHG target, local governments in the SCAG region may choose to access a streamlined process under the California Environmental Quality Act (CEQA) for certain types of qualifying development projects;

WHEREAS, the RTP/SCS provides additional co-benefits including reducing land consumption, infrastructure costs, household costs, health incidences as well as improving mobility and creating jobs;

WHEREAS, SCAG developed the RTP/SCS in collaboration with the Imperial County Transportation Commission, other County Transportation Commissions, and local governments from the six county Southern California region through a bottoms-up, collaborative process that engaged a wide range of stakeholder groups, elected officials, special interest groups, and the general public through a series of workshops and public meetings;

WHEREAS, the RTP/SCS addresses many challenges including projected growth, changing demographics, climate change adaptation, housing needs, and transportation demands;

WHEREAS, the RTP/SCS includes a land-use strategy and growth forecast that focuses growth in High-Quality Transit Areas and along main streets, downtowns and other appropriate infill locations;
shifts development from single-family towards multi-family residential development to reflect recent market trends; and promotes the implementation of Compass Blueprint Demonstration projects and other supportive land use implementation;

WHEREAS, the RTP/SCS includes transportation policies and investments that reflect the investments being made by the County Transportation Commissions through 2035; triples the amount of funding available in the previous RTP to support Active Transportation; emphasizes and provides additional resources for transportation demand management strategies and transportation systems management; maintains a focus on efficient goods movement; and establishes a financial plan that addresses deferred maintenance and includes new revenue sources and innovative financing techniques to transition our fuel tax-based system to a more direct, user fee approach;

WHEREAS, while SCAG develops the RTP/SCS, the land-use and transportation changes within it are largely driven by the actions of local governments and County Transportation Commissions, like the LACMTA, that program the majority of transportation funds flowing into the region;

WHEREAS, it is therefore critical that the ICTC be engaged in the implementation of the plan in order for the plan's benefits to be realized, as well as, to ensure the region continues to make progress that can be reflected in the 2016 RTP/SCS;

WHEREAS, CARB through the AB 32 Cap-and-Trade Program will be providing funding for programs and projects throughout the state that reduce GHG emissions and help implement local climate action plans;

WHEREAS, the ICTC and SCAG currently collaborate on a broad range of initiatives to advance common transportation objectives, and it is in the interest of both agencies to continue to leverage resources toward achieving the common goals expressed in the RTP/SCS towards creating a more sustainable transportation system.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Imperial County Transportation Commission that the Executive Director is authorized to initiate and/or continue the following RTP/SCS implementation activities, to be referred to collectively as the SCAG-ICTC RTP/SCS Joint-Work Program:

Planning Work/Products
1. Develop First-Last Mile Strategic Plan improving intermodal access for pedestrian and transit at existing and planned Ports-of-entry between Mexico and Imperial County.

2. Support SCAG in developing a Conservation Planning Policy, as recommended in the 2012-2035 RTP/SCS. This policy is intended to build upon already-established programs that assist with more efficient transportation project delivery, including but not limited to, OCTA's Measure M Environmental Mitigation Program and Riverside County's Multiple Species Habitat Conservation Plans (MSHCP). The policy will explore opportunities to optimize the use of transportation mitigation funds to support natural land restoration, conservation, protection and acquisition, and will offer GHG emissions reduction benefits. The deliverables will likely include identification of priority conservation areas and the development of regional mitigation policies or approaches for the 2016 RTP/SCS. ICTC will coordinate with SCAG on the development of policies appropriate for Imperial County in
conjunction with proposals for more comprehensive habitat preservation/conservation approaches.

3. Develop a **Countywide Safe Routes to School Plan** to help local communities identify SRTS needs and to prioritize the most cost-effective and competitive projects. The Inventory will: document current SRTS efforts and needs; coordinate with agencies, organizations, and stakeholders for exchange of information and ideas; and identify options for pursuing additional funding sources to increase SRTS investment in Imperial County.

4. Explore opportunities, together with SCAG, to expedite Active Transportation funding planned in the RTP/SCS for local infrastructure to support the operation and expansion of Bus/Bus Rapid Transit systems and for improved bicycle/pedestrian connectivity county-wide. ICTC will develop a funding strategy for specific Active Transportation priority projects in the NMTP and identify specific funding opportunities for each project, such as grant applications, calls for projects, and allocation of Federal, State, and local formula funds, as appropriate.

**Advocacy**

5. Seek funding and **support legislative initiatives** to assist local agencies with planning, programming, and/or capital funds to implement Compass Blueprint projects or other innovative, multimodal approaches.

6. Support local jurisdictions in developing Climate Action Plans (CAPs) that would serve as the local implementation and monitoring documents for the reduction of greenhouse gases in response to Assembly Bill 32, the Global Warming Solutions Act of 2006. ICTC will collaborate with local jurisdictions to develop templates jurisdictions may use as starting points for incorporation of specific schedule, funding, and implementation action items into their CAPs.

7. Work with state and federal representatives to **Develop Legislation** in support of the above activities and the broader goals of the RTP/SCS.

**Coordination**

8. Appoint a representative to the **Regional Sustainability Working Group**, an effort initiated by the CEOs of County Transportation Commissions and led by SCAG, to actively work on the implementation of the RTP/SCS, document and monitor progress, and develop recommendations for opportunities in upcoming 2016-2040 RTP/SCS.

9. Continue collaborative efforts to improve **Performance Measurement and Monitoring** of the benefits and co-benefits (health, greenhouse gas reduction, etc.) of transportation projects and plans through efforts such as: monitoring of travel time on major highways through upgrades to the Imperial County Transportation Plan; monitoring of transit performance; collection of bicycle use data through the bicycle data clearinghouse; monitoring of milestones for the County Transportation Plan.

10. Continue to support SCAG and collaborate with regional stakeholders on the Regional Plug-In Electric Vehicle (PEV) Readiness Plan, to identify the best locations for charging infrastructure based on market demand and travel patterns. The Regional PEV Readiness Plan will become part of a larger effort to support regional sustainability while promoting
economic development within the green technology sector. SCAG will continue to work with a diverse group of stakeholders to serve as a clearinghouse for zero and near-zero emission vehicle resources and implementation strategies. The key deliverables include a Regional PEV Readiness Plan and two model Subregional PEV Readiness Plans (South Bay and Western Riverside COGs). This effort is funded with grants obtained from the California Energy Commission and the U.S. Department of Energy.

11. Support the SCAG RTP/SCS through the coordinated development of complete streets policies and implementable strategies by identifying the following: achievable opportunities for deployment of complete streets strategies in a way that recognizes the diversity of urban and rural contexts in Imperial County; principles for integration of “complete streets thinking” into arterial network and land use planning within the County; specific locations that could serve as opportunities for low cost “early action” complete streets projects; possible incentives for the planning and development of complete streets projects in the County.

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

By: ___________________________
Chairman

ATTEST:

By: ___________________________
CRISTI LERMA
Secretary to the Commission