TRANSPORTATION COMMISSION MEETING

WEDNESDAY, NOVEMBER 14, 2012
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: SEDALIA SANDERS          VICE CHAIR: JACK TERRAZAS

I. CALL TO ORDER AND ROLL CALL

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

III. CLOSED SESSION
A. Motion to Convene to Closed Session.

Government Code section 54957.6 Conference with Labor Negotiator; ICTC Labor Negotiator: Executive Director; relating to the following unrepresented employees:

- Senior Transit Planner/Program Manager
- Transit Planner
- Regional Transportation Planner
- Executive Assistant/Secretary to the Commission
- Office Assistant

B. Announcement of Closed Session Actions

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.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
V. APPROVAL OF CONSENT CALENDAR
(Executive Director recommends approval of consent calendar items)

A. Approval of ICTC Board Draft Minutes: September 26, 2012 Page 6

B. Receive and File:
   1. ICTC Management Committee Draft Minutes: November 7, 2012
   2. ICTC TAC Draft Minutes: September 27, 2012
   3. ICTC SSTAC Minutes: October 3, 2012
   4. ICTC SSTAC Draft Minutes: November 7, 2012

C. FY 2012-13 Appointment of the Social Services Transportation Advisory Council (SSTAC) Page 28
   The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:
   1. Appoint the Social Services Transportation Advisory Council (SSTAC) for FY 2012-13 for the positions and terms per the enclosure.

D. LTF (SB821), Article 3, Bicycle and Pedestrian Project Distribution List, Fiscal Year 2012-13 Page 32
   The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:
   2. Authorize the claimant agencies to file Article 3 claims for the approved amount.

VI. REPORTS

A. ICTC Executive Director
B. Southern California Association of Governments
C. California Department of Transportation – District 11
D. Commission Member Reports

VII. ACTION CALENDAR

   The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:
   1. Review and approve the Draft Revision to the ICTC Policies and Procedures Manual to be presented to the Commission

B. ICTC/ICERS Pensionable Determination for Current Members Page 94
   The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:
   1. Approve the attached draft letter authorizing the Executive Director to send onto ICERS, requesting that cash out PTO be included in the compensation earnable for current members by authorized and submitted to ICERS for approval.
C. State Transportation Improvement Program (STIP) Transportation Enhancement (TE) Call for Projects for FY 2013-14 to FY 2015-16 – Project List Recommendation

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Approve the 2012 TE Call for Project List for FY 2013-14 to FY 2015-16, for a total of $2.522 million.
2. Direct staff to submit a Formal Amendment No. 13-03 to the 2013 FTIP.

D. Imperial Valley Transit (IVT) Specific Operational Analysis (SOA) – Circulator Bus Design Project – FY 2012-13

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Approve the award of the Consultant Agreement for the FY 2012-13 Imperial Valley Transit (IVT) Specific Operational Analysis (SOA) – Circulator Bus Design Project FY 2012-13 to AECOM for the fee of $109,767.
2. Authorize the Chairperson to sign the consultant agreement.

E. Public Transportation Modernization, Improvement and Services Enhancement Account (PTMISEA) Expenditure Plan Update and Bus Procurement Allocation Requests FY 2012-13

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Approve the submittal of a revised PTMISEA Expenditure Plan in the amount of $3,332,677 in FY 2012-13 and declare it as consistent with the regional transportation planning effort
2. Authorize the Executive Director to submit the PTMISEA Allocation Request in the amount of $2,400,000 for the purchase of six (6) 40ft. Low Floor Gillig Buses as an eligible project under the PTMISEA, and declare it as consistent with the regional transportation planning effort
3. Authorize the Executive Director to submit the PTMISEA Allocation Request in the amount of $932,677 for the purchase of nine (9) 25ft. cutaway buses as an eligible project under the PTMISEA, and declare it as consistent with the regional transportation planning effort
4. Authorize the ICTC Chairperson to sign the attached resolution

F. Americans with Disabilities Act (ADA) Paratransit Services “No Show/Late Cancellation Policy and Appeals Process” – DRAFT

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Review and approve the ICTC ADA Paratransit Services No Show/Late Cancellation Policy and Appeals Process.
2. Direct staff to promulgate the ADA Paratransit Services No Show/Late Cancellation Policy and Appeals Process in English and Spanish between December 1st and December 31, 2013.
3. Direct staff to implement the ADA Paratransit Services No Show/Late Cancellation Policy and Appeals Process effective January 1, 2013.

G. IMPERIAL VALLEY TRANSIT – IVT ACCESS, ADA Paratransit Services Contract Modification #1
The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Authorize the Chairman to sign a modification #1 to the operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS contract effective December 1, 2012 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, 2012 through June 30, 2013, the annual not to exceed subsidy is set at $1,213,300.
   B. For the period July 1, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $1,355,577.
   C. For the period July 1, 2014 through June 30, 2015 the annual not to exceed subsidy is set at $1,386,734.
   D. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $1,439,060.

H. State Route 86 Relinquishment Opportunity and Proposed State Legislation

   This item is for discussion and potential action for the ICTC Management Committee to forward the following recommendation to the Commission for their review and approval after public comment, if any:

   1. Recommending support to proceed with the pursuit of the proposed State Route 86 relinquishment Bill through the state legislature.

VIII. NEXT MEETING DATE AND PLACE

   A. The next meeting of the Imperial County Transportation Commission will be held on Wednesday, December 12, 2012 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. CONSENT CALENDAR

A. Approval of ICTC Board Draft Minutes:
   September 26, 2012

B. Receive and File:
   1. ICTC Management Committee Draft Minutes:
      November 7, 2012
   2. ICTC TAC Draft Minutes:
      September 27, 2012
   3. ICTC SSTAC Minutes:
      October 3, 2012
   4. ICTC SSTAC Draft Minutes:
      November 7, 2012
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 September 26, 2012 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Vice-Chair Terrazas called the Commission meeting to order at 6:12 p.m. Roll call was taken.

II. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

A. Cynthia Magana and Sean Wilcock were present to announce the Imperial Valley Procurement Fair for Thursday, November 15, 2012 at the Barbara Worth Resort from 8 a.m. to 3 p.m. Mr. Wilcock stated that the workshop will be beneficial to small business owners looking to learn more about the DBE certification process and procurement opportunities. The workshop will be free to business owners and are looking for sponsorship opportunities from all agencies. Mr. Baza added that ICTC is planning to contribute to the event.

IV. APPROVAL OF CONSENT CALENDAR

A motion was made by Menvielle and seconded by Nava to approve consent item A; Motion carried with one abstention by the City of El Centro.
A. Approved ICTC Board Minutes for August 22, 2012

A motion was made by Menvielle and seconded by Walker to approve the consent item B; **Motion carried** with one abstention by the City of El Centro.

B. Received and filed:
   1. ICTC Management Committee Draft Minutes for September 12, 2012
   2. ICTC TAC Draft Minutes for August 23, 2012

V. REPORTS

A. ICTC Executive Director

Mr. Baza had the following announcements:
- EPA Sanctions update – APCD held two workshops last week. The changes made to the plan will be presented to the County Board of Supervisors on October 16, 2012 to request approval and submittal to the California Air Resources Board (CARB) and the EPA. A stay of the sanctions is expected to be effective in January/February of 2013.
- A CTC meeting will be held tomorrow where it is anticipated that the Commission will approve the State-Local Partnership Program funds allocated to ICTC. No problems are anticipated.
- A Call For Projects was approved for the STIP-TE program. Staff has established a list of approved projects and will bring forth to the Commission at the next meeting.
- Ms. Beatriz Cruz was introduced as the newest employee to join ICTC.

Ms. Williams had the following announcements:
- IVT Specific Operational Analysis - Non mandatory pre-bid conference was held on September 21, 2012. Representative from Brawley, Calexico and Imperial were present, as well as 9 consultant firms.
- Discussions between YCIPTA and the Quechan agencies are ongoing. The City of El Centro was contacted to request access to their bus stops. Ms. Williams stated to keep in mind the MOU IVT has with the City of El Centro.

B. Southern California Association of Governments (SCAG)

Mr. Oliva had the following announcements:
- SCAG Regional Council convened on October 4, 2012 in Los Angeles. AB109 regarding the transfer of prisoners from State level to Local level was an item on the agenda. Mr. Benny Benavides, Imperial County Probation, was in attendance.
- Southern California Energy Summit 2012 will be held on October 4-5, 2012 at the Palm Springs Convention Center. This event is sponsored by SCAG as well as IVEDC.
- Following the scheduled Brawley Bypass Ribbon Cutting Ceremony on October 18, 2012, Mr. Hasan Ikhrata will be meeting with City and County Managers at the Del Rio Country Club in Brawley. He will discuss the 2012 RTP /SCS and next steps for 2016.

C. California Department of Transportation (Caltrans)

Mr. Figge had the following announcements:
- The Brawley Bypass Project will have a Ribbon Cutting for Phase 3 on October 18th at 9:30 a.m. on the West end of the new phase on the pavement since road is not open yet. Mr. Baza stated that the new Gillig bus will be available for those that would like to travel from the ICTC offices to the event. Caltrans will be seeking approval from the CTC for the landscaping or Phase 4 of the Brawley Bypass project.
There were improvements to Westmorland crosswalks where fluorescent signs were added at the request of Mr. Ritchie. He had a concern for children walking to school and he stated he was very appreciative for Caltrans’ time and effort, and quick turnaround.

There will be bridge improvements conducted on North Hwy 111 due to impacts of the drainage issues that may impact the bus route to Niland. Caltrans is working closely with IID and is keeping ICTC abreast of any issues.

D. Commission Member Report

- Ms. Nava-Froelich stated that the City of Calipatria will be holding their very first Citrus Festival on January 25th to 27th, 2013. There will be opportunities for sponsorships and vendors.

- Mr. Bradshaw stated that the California League of Cities, Imperial County division will be having a meeting at the Hacienda Market on October 11, 2012 from 6 to 9 p.m. the Holtville City Clerk will take all reservations.

- Mr. Baza announced that the City of El Centro awarded the 7th and State Streets bus transfer terminal recently and should take one year for construction to be completed.

VI. ACTION CALENDAR

A. ICTC Disadvantaged Business Enterprise Goal for FY 12-13 for FTA funds

Ms. Williams stated that as a recipient of Federal Transit Administration (FTA) dollars, the ICTC is required to adopt and implement a Disadvantaged Business Enterprise (DBE) program to provide opportunities to underrepresented firms in the award and administration of contracts utilizing FTA funds. As part of this program, the ICTC must adopt an annual DBE goal. The goal is to be expressed as the percentage of FTA funds awarded to ICTC which ICTC expects to award to certified DBE firms over the fiscal year for which the goal is set.

This goal is calculated by examining all the expected contracting opportunities utilizing FTA funds in a given year, determining what proportion of all firms ready, willing and able to bid on those contracts are likely to be DBEs, and then using that information to set a reasonable goal regarding the amount of FTA funds that will actually be awarded to DBEs through contracts with those firms. This methodology is outlined in detail in the attached report.

ICTC staff proposed a FY 12-13 DBE goal of 1.4% in June 2012 and the Commission enacted a 45 day comment period. In addition the Commission directed staff to return for final adoption of the goal in September 2012. There were no comments received during the comment period. Therefore ICTC staff would recommend final approval of the DBE goal, and thereby allowing staff to proceed with programs and projects in the FY 2012-13 Overall Work Program and Budget.

The ICTC Management Committee met on September 12, 2012 and forwarded this item to the Commission for review and approval, after public comment if any:

1. Approved the proposed FY 12-13 DBE goal of 1.4%

A motion was made by Walker and seconded by Menvielle, Motion carried unanimously.

B. Draft Revision to the Approved ICTC Personnel Policies and Procedures Manual
Mr. Baza stated that on July 25, 2012, the Commission reviewed and approved the ICTC Personnel Policies and Procedures Manual as presented by staff and discussion regarding comments provided by the Management Committee. The approval of the manual was conditional with direction to staff to prepare and present amendments to address specific items as directed by the Commission.

On September 12, 2012 Management Committee was presented with a draft revision of the manual. There was further discussion on some of the changes made by staff. With input provided by Management Committee, staff prepared the Draft Revision for review and consideration. The goal of the recommended revisions is to provide clarity and transparency.

Staff presented the Draft Revision to the Commission for review and approval on September 26, 2012 however further discussion and more clarity was required. It was suggested that an ad hoc committee be formed to address all concerns before the next Management Committee meeting.

There was no motion made by the Commission.

C. IMPERIAL VALLEY TRANSIT - ACCESS, ADA Paratransit Services Summary of Services and Year End Invoicing for FY 2011-12

Ms. Williams provided the Commission with a brief history of the ADA Paratransit service and concluded with the request. She also stated that staff will be coming back in October/November requesting a contract adjustment.

IVT - ACCESS, is the public paratransit bus service that operates in concert with the fixed route bus system. The service has been in existence since 1994 and is for persons with disabilities, who cannot utilize the fixed route bus system as per the Americans With Disabilities Act (ADA). The service is currently operated by First Transit, Inc. under contract with the ICTC.

At the inception of the new service contract in July 2011, smaller vehicles with more tie-downs spaces for wheelchairs were put into service. This increased the maneuverability, but decreased the response time for the vehicles due to additional time required to load and unload wheelchairs. In addition, dispatch software was introduced to increase efficiency, over the previous pencil and paper method of dispatching.

At the time of the contract transition in July 2011, dispatch scheduling patterns and passenger lists were not available from the previous operator. It was recognized that passengers daily utilized the service for dialysis and other acute medical conditions, as well, as attendance at specialized classes at IVC. As a result, ICTC staff directed First Transit to operate eight of the eight contracted buses to minimize confusion and the disruption of services for existing passengers. The plan was to scale back operations to the six peak service buses, with two spares within a set time frame. The scaling back process took place in December 2011.

Simultaneously, ICTC staff noticed an immediate increase in the applications for the certification and eligibility process for IVT ACCESS. Previously there had been an average of 3 applications processed per week, for a total of 1,032 eligible passengers as of June 2011. Since July 2011 ICTC staff have processed approximately 520 applications through current day, averaging 10 applications per week for a total of 1,539 eligible passengers.

There appear to be numerous new passengers, some affiliated with schools and social service agencies that may or may not have been utilizing the IVT ACCESS services in...
ICTC staff have met numerous times with First Transit staff, observed dispatch procedures and ridden IVT ACCESS vehicles. For the near term, ICTC staff are also working to identify potential efficiencies and other adjustments required for the current FY 2012-13 contract. ICTC staff anticipate returning to the Commission with recommendations and for further direction in October/November 2012. One of the recommendations will be to introduce a formal “no show” policy.

For the longer term, this significant new demand has been recognized for the strain it places on the contract and its resources. ICTC staff have requested project funding for a Demand Assessment and Growth Management study. The Commission approved this project in the FY 2012-13 Overall Work Program and Budget. The Request for Proposal is under development, but the final document with recommendations is not anticipated to be available until approximately March 2014.

Funding for this service is derived from the Transportation Development Act (TDA) Fund, the State Transit Assistance Fund (STA), as well as grants from the Federal Transit Administration (FTA). Funding is dedicated in the ICTC Transit Finance Plan and administered by the Regional Transit Administration Program.

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

1. Authorized a FY 2011-12 year end payment to FIRST TRANSIT Inc. for the IVT ACCESS service, in an amount of $136,601.00 from cost savings for the Imperial Valley Transit (PY 01350).

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

VII. NEXT MEETING DATE AND PLACE

The next meeting of the Imperial County Transportation Commission will be held on October 24, 2012 at 6:00 p.m., at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.

VIII. ADJOURNMENT

Meeting adjourned at 7:10 p.m.
IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE

DRAFT MINUTES OF NOVEMBER 7, 2012
10:30 a.m.

VOTING MEMBERS PRESENT:
City of Brawley  Rosanna Bayon Moore
City of Calexico  Nick Servin for Oscar Rodriquez
City of Calipatria  Rom Medina
City of El Centro  Ruben Duran
City of Holtville  Nick Wells for Alex Meyerhoff
City of Imperial  Marlene Best
County of Imperial  Andy Horn for Ralph Cordova Jr.
County of Imperial  Bill Brunet
Imperial Irrigation District  Antonio Ortega for Jennifer Goodsell

(Non-voting) ICTC  Mark Baza

STAFF PRESENT:  Kathi Williams, David Salgado, Virginia Mendoza, Cristi Lerma

OTHERS PRESENT:  Sam Amen (Caltrans), Tomas Oliva (SCAG)

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 7 2012 together with staff reports and related documents attached thereto and incorporated therein by reference.

I.  CALL TO ORDER AND ROLL CALL

Chairman Medina called the Committee meeting to order at 10:45 a.m.  Roll call was taken.  Introductions were made.

II.  EMERGENCY ITEMS

A.  There were none.  However, a motion was made to move Action item H to be the first item on the Action Calendar (Bayon Moore/Best) Motion Carried.

III.  PUBLIC COMMENTS

A.  There were none.

IV.  CONSENT ITEMS

A motion was made by Wells seconded by Servin to approve consent items 4A through 4D.  Motion carried unanimously.

A.  Approved ICTC Management Committee Minutes for September 12 2012.
B. Received and filed:
1. ICTC Board Draft minutes for September 26, 2012
2. ICTC TAC Draft Minutes for September 27, 2012
3. ICTC SSTAC Minutes for September 5, 2012
4. ICTC SSTAC Draft Minutes for October 3, 2012

C. FY 2012-13 Appointment of the Social Services Transportation Advisory Council (SSTAC)

It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval.

1. Appointed the Social Services Transportation Advisory Council (SSTAC) for FY 2012-13 for the positions and terms per the enclosure.

D. LTF (SB821), Article 3, Bicycle and Pedestrian Project Distribution List, Fiscal Year 2012-13

ICTC Staff requested that the ICTC Management Committee recommend that the ICTC Commission take the following actions:

2. Authorized the claimant agencies to file Article 3 claims for the approved amount.

V. REPORTS

A. ICTC Executive Director

Mr. Baza had the following announcements and/or updates:
- EPA Sanctions: The APCD presented to the County Board of Supervisors on October 16, 2012 to request approval of the changes to rule makings. The schedule remains the same with a stay of the sanctions in the January/February 2013 timeframe.
- The Brawley Bypass Phase 3 ribbon cutting held on October 18, 2012 was a success and was well attended. Mr. Baza thanked all for attending. A certificate of appreciation was presented to ICTC by Assembly member Manuel Perez’s office.
- The Imperial Valley Procurement Fair will be held at the Barbara Worth Country Club on November 15, 2012.

B. Southern California Association of Governments (SCAG)

Mr. Oliva has the following announcements and/or updates:
- Mr. Hasan Ikhrata will be visited Imperial Valley for the Brawley Bypass Stage 3 ribbon cutting and held a meeting with City Managers after the event at the Country Club in Brawley where he discussed the RTP/SCS and next steps.
- The Economic Summit will be held in Los Angeles on December 6, 2012 in Los Angeles, CA.
- The SCAG General Assembly is scheduled for May 2-3, 2013 in Palm Desert at the JW Marriott.

C. California Department of Transportation – District 11

Mr. Amen had the following updates:
- Mr. Amen provided a hand out sent by Local Assistance staff.
- A big thank you to everyone at ICTC and the City of Brawley for making the Brawley Bypass ribbon cutting a success.
- Closure of a section of Hwy 111 in Calipatria will be taking place on November 30, 2012 and will be closed for 4 days.
- The Caltrans/Imperial Valley External Team Building Meeting will be held on November 14, 2012 at the IID Water Control Conference Room.

D. Committee Member Reports
- There were none.

VI. ACTION CALENDAR

A. ICTC/ICERS Pensionable Determination for Current Members

Imperial County Employees Retirement Board requested that ICTC provide a letter requesting that ICERS include “cash-out” Paid Time Off (PTO) time in the compensation earnable items that are available to current ICTC employees.

ICTC understands and acknowledges that the cash out of PTO prior to retirement and during the pensionable year used in the calculation of an ICTC employee pension allowance should be restricted to amount of time earned and paid out during the pensionable year.

Cash out will not exceed one the following requirements:

1. Employees with less than 15 years of service with ICTC would have a maximum of 120 hours of the cashed out PTO time included in compensation earnable.

2. Employees with 15 years or more of service with ICTC would have a maximum of 160 hours of the cashed out PTO time included in compensation earnable.

Additionally, ICTC implemented a “Sell Back” PTO policy for current members that is consistent with ICERS guidelines:

1. General members of ICTC are allowed to sell back an annual amount of PTO time understanding that as of this time, the amount that would be considered to be compensation earnable by ICERS would be restricted to a maximum 48 hours

2. Management is allowed to sell back an annual amount of PTO time, of this time the amount that would be considered compensation earnable would be restricted to a maximum of 96 hours.

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

1. Approved the attached draft letter to ICERS requesting that cash out PTO be included in the compensation earnable for current members by authorized and submitted to ICERS for approval.
A motion was made by Best, seconded by Bayon Moore, Motion carried unanimously.

B. Draft Revision to the Approved ICTC Personnel Policies and Procedures Manual

On September 26, 2012 the Commission was presented with a draft revision to the manual. Upon review and discussion the commission directed staff to make revisions and present back to the commission at their next meeting. Staff prepared a Draft Revision for the Management Committee on November 7, 2012. Clarification on section 8.2.1 was requested during this time. The section reads: “Each full-time and part-time employee with over five year’s continuous services shall receive an additional five days PTO on their anniversary date”. The concern was that it sounded as though every five year anniversary the employee would receive an additional five days. The clarity here was that this is a onetime longevity benefit that the employee will receive until employment is terminated.

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

1. Reviewed and approved the Draft Revision to the ICTC Policies and Procedures Manual to be presented to the Commission

A motion was made by Duran, seconded by Servin, Motion carried unanimously.

C. State Transportation Improvement Program (STIP) Transportation Enhancement (TE) Call for Projects for FY 2013-14 to FY 2015-16 – Project List Recommendation

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

1. Approved the 2012 TE Call for Project List for FY 2013-14 to FY 2015-16, for a total of $2.522 million.

2. Directed staff to submit a Formal Amendment No. 13-03 to the 2013 FTIP.

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

D. Imperial Valley Transit (IVT) Specific Operational Analysis (SOA) – Circulator Bus Design Project – FY 2012-13

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

1. Approved the award of the Consultant Agreement for the FY 2012-13 Imperial Valley Transit (IVT) Specific Operational Analysis (SOA) – Circulator Bus Design Project FY 2012-13 to AECOM for the fee of $109,767.

2. Authorized the Chairperson to sign the consultant agreement.

A motion was made by Bayon Moore, seconded by Best, Motion carried unanimously.
E. Public Transportation Modernization, Improvement and Services Enhancement Account (PTMISEA) Expenditure Plan Update and Bus Procurement Allocation Requests FY 2012-13

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

1. Approved the submittal of a revised PTMISEA Expenditure Plan in the amount of $3,332,677 in FY 2012-13 and declare it as consistent with the regional transportation planning effort

2. Authorized the Executive Director to submit the PTMISEA Allocation Request in the amount of $2,400,000 for the purchase of six (6) 40ft. Low Floor Gillig Buses as an eligible project under the PTMISEA, and declare it as consistent with the regional transportation planning effort

3. Authorized the Executive Director to submit the PTMISEA Allocation Request in the amount of $932,677 for the purchase of nine (9) 25ft. cutaway buses as an eligible project under the PTMISEA, and declare it as consistent with the regional transportation planning effort

4. Authorized the ICTC Chairperson to sign the attached resolution

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

F. Americans with Disabilities Act (ADA) Paratransit Services “No Show/Late Cancellation Policy and Appeals Process” – DRAFT

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

1. Reviewed and approved the ICTC ADA Paratransit Services No Show/Late Cancellation Policy and Appeals Process.

2. Directed staff to promulgate the ADA Paratransit Services No Show/Late Cancellation Policy and Appeals Process in English and Spanish between December 1st and December 31, 2013.

3. Directed staff to implement the ADA Paratransit Services No Show/Late Cancellation Policy and Appeals Process effective January 1, 2013.

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

G. IMPERIAL VALLEY TRANSIT – IVT ACCESS, ADA Paratransit Services Contract Modification #1

It was requested that the ICTC Management Committee forward this item to the Commission for their review and approval, after receipt of public comment:
1. Authorized the Chairman to sign a modification #1 to the operating agreement with
FIRST TRANSIT, INC. for the continued operation of IVT ACCESS contract
effective December 1, 2012 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, 2012 through June 30, 2013, the annual not to exceed
      subsidy is set at $1,213,300.
   B. For the period July 1, 2013 through June 30, 2014, the annual not to exceed
      subsidy is set at $1,355,577.
   C. For the period July 1, 2014 through June 30, 2015 the annual not to exceed
      subsidy is set at $1,396,734.
   D. For the period July 1, 2015 through June 30, 2016, the annual not to exceed
      subsidy is set at $1,439,060.

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

H. State Route 86 Relinquishment Opportunity and Proposed State Legislation

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

   1. Recommended support to proceed with the pursuit of the proposed State Route
      86 relinquishment Bill through the state legislature.

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

VII. NEXT MEETING DATE AND PLACE

The next meeting of the Management Committee will be held tentatively on December 5, 2012
at the County of Imperial, El Centro, CA.

VIII. ADJOURNMENT

   A. Meeting adjourned at 12:46 p.m.
1. The meeting was called to order by Chair Jorge Galvan at 10:08 a.m. A quorum was present. Introductions were made.

2. A motion was made to adopt the minutes for July 26, 2012 and August 23, 2012 (Wells/Arellano) Motion Carried.

3. EPA Sanctions Update

   Mr. Baza gave a brief update on the status of the EPA Sanctions. He said ICAPCD held their
ICTC TAC minutes 09/27/12

public workshop(s) last week where they addressed the rule changed to the State Implementation Plan. They will then present the revised rules to their Board on October 16, 2012 for adoption. Mr. Baza stated that then the ICAPCD will forward the locally adopted rules onto California Air Resources Board, CARB will have their own version of approval action, then CARB would forward onto the EPA. EPA will then announce in the Federal Register with analysis of the proposed rules, possibly in November/December 2012. EPA’s posting provides another opportunity for public review and comment. Assuming there are no changes, a stay of the sanction should be achieved by January/February 2012. This information, including the proposed rule changes should be available to view on the ICAPCD website at: http://www.co.imperial.ca.us/AirPollution/Web%20Pages/REGULATION%20VIII%20PH.htm

4. Recommendation for the 2012 TE Call For Projects List

Ms. Mendoza stated that the Call for Projects for the available TE funds was conducted from August 1, 2012 through September 4, 2012. All agencies were notified of the funding availability by ICTC staff. On September 10, 2012, a scoring committee meeting was held at ICTC offices to complete the review and ranking of all applications submitted. The review committee was comprised of staff from the following agencies: ICTC, Caltrans, SCAG, City of Brawley, City of Calipatria, City of El Centro, City of Holtville, City of Imperial, and County.

The selection of the projects were followed per the program guidelines and scoring criteria. All applications were scored per the scoring criteria by each agency representative, all scores were recorded and the average scores were presented for review and evaluation. As stipulated in the program guidelines, all applicants must have solicited the participation of the Conservation Corps and provide proof of solicitation and response. All nine (9) applications submitted were prioritized based on the documentation provided in relation to the participation from the Conservation Corps. The agencies that submitted applications with Conservation Corps documentation were the following: City of Calipatria, City of Holtville, City of Westmorland, and County of Imperial. After the prioritized projects were selected then the next highest scored project was evaluated and awarded funding accordingly. After the City of El Centro’s project was funded, there was a remainder of $240,000 available, the applications for the City of Brawley and the City of Imperial scored very similar. The City of Brawley representative stated that considering the amount available and the scale of their project, it would not be to the best interest of the City to commit to the $240,000 available. The City of Imperial representative expressed how the City’s project could be scaled and thus the $240,000 was distributed to their project. An attachment of the projects summarizes the proposed distribution amounts and available funding.

It was requested that TAC develop a recommendation of the 2012 TE Project List and forward this item to the ICTC Management for their review and approval:

1. Approved the 2012 TE Call for Project List for FY 2013-14 to FY 2015-16, for a total of $2.522 million.
2. Directed staff to return with a list of recommended projects for approval by the Commission.

A motion was made by (Brunet/Wells) Motion Carried unanimously.

5. ICTC Updates / Announcements (Presentation by ICTC staff)

- The IVT Specific Operational Analysis – held a non-mandatory pre-bid conference on September 21, 2012 as a result of the recent Request For Proposals. Proposals are
due on October 12, 2012, with a scoring and ranking committee meeting on October 16, 2012 and oral interviews on October 30, 2012. If there are any questions please direct them to Ms. Williams.

- Ms. Mendoza announced a save the date for the Imperial Valley Procurement Fair for November 15, 2012 at the Barbara Worth Country Club. Caltrans will be in attendance and be prepared to assist vendors and attendees. IID will be presenting their procurement opportunities.

- The State-Local Partnership Program (SLLP) project submittals were sent to the CTC and were scheduled for their agenda on September 26, 2012. We anticipate approval and will notify all agencies with the status. Still pending are the environmental documents for all projects submitted. If federal funds are involved both Ceqa and Neqa will be required otherwise only Ceqa will be required. Ms. Mendoza stated that she needs the document and can be done concurrently with the request to Caltrans. Mr. Baza stated that Caltrans will be looking for direction from the CTC on the process because this is a new fund/program.

- Ms. Mendoza stated that she is working with SANDAG on a DBE disparity study. The public review period will be over on October 30, 2012.

- Mr. Baza stated that the new transportation bill MAP-21 will be using the same formulas as SAFETEA-LU for CMAQ, RSTP, SR2S and HSIP and no changes in the amounts were noted. A lump sum will be available for each state. More information to come as it becomes available.

- Ms. Mendoza stated that the federal aid training series will be available in Los Angeles and Irvine for those who are interested.

- Mr. Baza stated that Caltrans will be having their quarterly external Imperial County/Caltrans Team building meeting in October and Ms. Landrum (Caltrans Liaison to Imperial County) would like some feedback on items of interest TAC members would like on that agenda. The topics that were suggested are: timeframe for processing the encroachment permit; a presentation by the City of Brawley’s Non-Motorized Transportation Study; items discussed at the South Tehachapi meetings, and; Change Orders.

6. Caltrans Updates / Announcements

- Mr. Medina had the following updates:

  - The Obligation Plan is not updated however will forward the plan once it is updated.

  - FHWA has launched a new and innovative transportation resource called Federal-aid Essentials for Local Public Agencies. The website is [http://www.fhwa.dot.gov/federal-aidessentials/](http://www.fhwa.dot.gov/federal-aidessentials/) and contains key information about Federal-aid requirements in a single location. The Web site is available for Caltrans and local public agency staffers to get a quick overview of FHWA guidance, policies, procedures and best practices for administering Federal-aid projects. The website's main feature is a library of videos covering key aspects of the project development and delivery process. Each video focuses on a single topic and is less than 10 minutes long and in general refers the local agencies to the State Highway Agency for the details.

  - Reallocation of Unobligated Balances of FFY 2003-2006 DOT Appropriation Act Earmarks: A letter dated August 28, 2012 was sent out to all Local Transportation Partners informing you of the USDOT decision to make available $473 million nationwide in unspent highway earmark funds from FY2003-2006 in order to free up earmark funding for projects that may have lost momentum. Caltrans' Division of Local Assistance contacted each recipient/sponsor of the earmark projects listed for our region. The recipient of each earmark was asked if the federal funds earmarked for their project could be obligated by the December 31, 2012 deadline. All recipients in our region responded to this request. As a result, all
subject earmarked funds available will be obligated to the original project or to a project within the same limits and jurisdiction as the original project.

- District 11 received 6 Bicycle Transportation Account (BTA) program applications, 2 from the Imperial Region and 4 from the San Diego Region agencies. These applications were reviewed and then submitted to the BTA Program Manager in Sacramento on June 15, 2012. Headquarters will be performing a 2nd review, equivalent to 60% weighted average, on the final selection. BTA Grant Awards for 2012/13 have been announced and 3 applications, from the County of San Diego region were selected as successful.

- Environmental Enhancement and Mitigation (EEM) Program Call For Projects: The 2012-13 Grant Cycle will open October 1, 2012. The guidelines and application for the Environmental Enhancement and Mitigation Program will also be released on October 1, 2012. Application deadline will be Friday, January 4, 2013


- District 11 received a total of 24 HSIP/HR3 applications from 12 local agencies. 22 applications were received from the San Diego Region and 2 applications were received from the Imperial County Region. Results of the applications are expected to be announced in


- The DBE program waiver granted on August 7, 2008 has been rescinded. Contract goals for federally funded projects authorized on and after July 1, 2012 must include all DBE groups Projects authorized between July 1, 2012 and September 30, 2012 may be authorized under the old race conscious DBE procedures. Projects authorized after October 1, 2012 will need to comply with the new race conscious DBE requirements. The Office Bulletin providing specific guidance on the new program is on the Local Assistance website at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm

7. SCAG Updates / Announcements
   - Mr. Oliva stated that Mr. Hasan Ikhrata will be meeting with Imperial County City Managers on October 18, 2012 after the Brawley Bypass event.

8. General Discussion / New Business
   - There were none.

9. Meeting adjourned at 11:55 a.m.
   - The next meeting will be held on October 25, 2012 at 10 a.m. at the ICTC Offices.
Present       Voting Attendees:

Heddy McNeer   Consumer
Michael L. Hack  Consumer (Chair)
Sherry Leon     Area Agency on Aging
Leticia Vizcarra Access to Independence
Norma Nava     IVC-DSPS
Jose Meza       ARC – Imperial Valley
Lorena Arambula San Diego Regional Center (SDRC)
Michelle Schenck-Soto California Children’s Services (CCS)
Lorena Arambula San Diego Regional Center
Rosyo Ramirez   IHSS Public Authority
Griselda Martinez Work Training Center
Iris Montes     Imperial County Dept. of Social Services
Kathi Williams  CTSA – ICTC
David Salgado   CTSA – ICTC

Non-Voting Attendees:

Cristi Lerma    ICTC
Jean Chatel     IVT/IVT Access/Calexico Dial-A-Ride
Anicia Gottwig  Caltrans
Adriana Pacheco Brawley Dial-A-Ride
Isabel Pacheco  Brawley Dial-A-Ride

1. Chair Hack called the meeting to order at 10:07 am. A quorum was present. Introductions were made.

2. Minutes adopted for September 5, 2012 (Ramirez/Williams) Motion Carried.

3. Reappointment of Voting Positions

Ms. Williams stated that in September she gave the annual overview of the Charge/Purpose of the SSTAC and the Public Utilities Code for reference.

At this meeting, reappointment of 3 voting members took place, all had expiring terms. They were: Norma Nava, which serves under category 4; Rosyo Ramirez, which serves under category 5; and Kathi Williams which serves under category 6. A motion was made to reinstate Ms. Nava,
Ms. Ramirez and Ms. Williams for an additional 3 years (Leon/Salgado) Motion Carried unanimously.

There was discussion as to whether Ms. Vizcarra should change from category 3, which provides services to seniors, to category 4 because she primarily serves people with disabilities. There was further discussion regarding Ms. Martinez also moving categories to accommodate Ms. Vizcarra’s request; and, regarding new member Iris Montes from the Department of Social Services moving from an alternate in category 5 to a voting member. A motion then was made to move Leticia Vizcarra from category 3 to category 4; move Griselda Martinez from category 5 to category 3; and to move Iris Montes from alternate in category 5 to a voting member in the same category (Williams/Martinez), Motion Carried unanimously.

4. Installation of Officers

A motion was made to appoint Ms. Martinez as the Chair and Ms. Vizcarra as the Vice-Chair of the SSTAC (Ramirez/Williams), Motion Carried unanimously.

5. CTSA Reports

Ms. Williams and Mr. Salgado had the following updates:

- Ms. Williams stated that the pre-bid for the proposed IVT Orange, Red, and Gold line circulators took place last Friday. There were nine consultant teams present and staff hopes to have a contract by December. Once the project starts there will be stakeholder meetings and bilingual public workshops conducted.

- There is no new information regarding the Quechan Tribe and Yuma County Intergovernmental Public Transportation Authority (YCIPTA) MOU that is currently under development to establish new routes from the Winterhaven area to El Centro.

- IVT is experiencing some issues with the bus stop at the new Social Security offices location due to conflicts with the traffic and the construction being done on Cruikshank Rd. by the City of El Centro. Staff will continue to keep a close eye.

- IVT Access is experiencing capacity issues. Staff is in the process of developing an ADA No-Show / Cancellation Policy and would like to establish an ad hoc committee with SSTAC members to develop and assist staff with a fair and just policy. Ms. Martinez, Ms. Arambula and Ms. Vizcarra volunteered for the task. Also as part of the UTN process next year CTSA staff may look into adding a vehicle to the service contract. Mr. Chatel stated that IVT Access is having issues with passengers making reservations whether they use it or not. Ms. Martinez stated that there is a greater need for more buses.

- Anyone interested in applying for FTA 5310 funds, the announcement date is anticipated to be in November.

6. Operator Reports

- Ms. Pacheco stated that the Brawley Dial-A-Ride has been very busy and would benefit from another bus.
- Mr. Chatel stated there have been no changes to the Calexico DAR but it continues to be busy.
- Mr. Meza stated that El Centro Dial-A-Ride recently added a third bus and that it has been very
helpful. They continue to be very busy. Imperial Dial-A-Ride is doing well and very busy during the beginning of the month.

- Mr. Chatel stated that his team has been visiting social services agencies with Mr. Salgado to address the services capabilities, as well as, the capacity issues with IVT Access. Reservations are a full 2 weeks in advance. Mr. Chatel also expressed that the service is a shared ride system not a taxi and this needs to be reinforced to passengers. IVC Express new routes continue to be in full use and passengers are happy. On October 13, 2012 a second Gillig bus will be delivered. Mr. Chatel also mentioned that he has new bus schedules.

7. General Discussion

- Ms. Ramirez stated that Caregiver Appreciation Day is being held on November 8, 2012 at the Social Services – IHSS building parking lot area from 1:30 to 4:30 p.m.

8. Adjournment

- Next meeting of the SSTAC will be on November 7, 2012.
- Meeting adjourned at 11:29 a.m.
1. Vice-Chair Vizcarra called the meeting to order at 10:04 am. A quorum was present. Introductions were made.

2. No public comments.


4. ADA Paratransit Services No Show/Late Cancellation.
   - Mr. Salgado introduced the draft policy with an appeals process to the Council. He indicated that an Ad-hoc committee had been formed to review/develop a draft policy that was created from other agencies’ policies. Ms. Williams stated that a recommendation was requested as the approval process by the Commission had started.
   
   - Ms. McNeer stated that the no show policy seemed basic and it didn’t appear to be a problem.
- Mr. Balin stated that the cancellation notice had been modified to let passengers on IVT ACCESS cancel a scheduled appointment with a four hour notice instead of a regular twenty four hour notice.

- Ms. Ramirez stated that the draft of the ADA Paratransit Service No Show/Late Cancellation has turned out to be easier to read than the original draft. Ms. Ramirez also mentioned that corrections for typos needed to be made to draft. Page 1 last sentence “reminder” should be changed to “remainder”. Pg. 2 Second Occurrence line two after incident, upper case font should be replaced to lower case.

- Mr. Balin mentioned that approximately two hundred IVT ACCESS certified users have potentially been without service due to other passengers not cancelling their appointments.

A motion was made to recommend approval of the policy/appeals process by the Commission with the listed changes to correct typographical errors. (Ramirez/Hack) Motion Carried

5. CTSA Reports

Ms. Williams and Mr. Salgado had the following updates:

- Ms. Williams stated that oral interviews were conducted and one consulting firm has been chosen which will be recommended to the Commission for approval to start on the project for the proposed IVT Gold, Red and Orange line circulators. Once the project starts there will be stakeholder meetings and bilingual public workshops conducted in the three communities.

- Ms. Williams stated that ICTC would be looking into hiring a consultant firm to produce and ADA service review and growth management assessment within the next six months.

- There is no new information to report regarding the Quechan Tribe and Yuma County Intergovernmental Public Transportation Authority (YCIPTA) MOU that is currently being reviewed by attorneys, to establish a new route from the Winterhaven area to El Centro.

- Mr. Salgado stated that there was no update from CALTRANS on the FTA 5310 grant process.

- Ms. Martinez requested support letters from the SSTAC and local agencies for ARC’s FTA 5310 Grant application. ARC is looking into requesting funds for two additional buses for San Diego Regional Services, one bus for Alegria, and one bus for El Centro Dial-A-Ride. (Williams/Hack) Motion Carried.

- Ms. Williams stated that two meetings will be held to hear the annual Unmet Transit Needs next year during the month of January. The possible dates will be the 24th or 31st of January. The location is unknown at this time.

- Ms. Ramirez would like to add a new item #11 IVT ACCESS Lack of Capacity throughout the Region to the FY 2013-2014 Master Needs List. (Martinez/Hack) Motion Carried.

- Ms. Vizcarra would like to add the continued discussion of the FY 2013-2014 Master Needs List to the December Agenda. So as to focus meeting time prior to the hearing in January.
6. Operator Reports

- Ms. Pacheco stated that the Brawley Dial-A-Ride has been very busy. Brawley City Council has approved the extension of Brawley Dial-A-Ride service contract. Bus drivers and personnel have been issued new uniform shirts. Ms. Pacheco stated that their no show count has lowered but the cancellation count has risen. Also one of their drivers attended an ADA training workshop on wheelchair securement in San Diego, CA. Brawley Dial-A-Ride will be conducting ADA training workshops for their employees within the following weeks.

- Mr. Balin stated there have been no changes to the Calexico Dial-A-Ride but it continues to be busy.

- Ms. Martinez stated that El Centro Dial-A-Ride recently added a third bus and that it has been very helpful in accommodating demand. They continue to be very busy.

- Imperial Dial-A-Ride is doing well and also is very busy during the beginning of the month.

- Mr. Balin stated that a new 40 ft. Gillig bus has been in use, and so far no complaints have been made. Mr. Balin also mentioned that riders like the new bus. The remaining 9 new buses are being registered through the DMV at this time, should have them ready to run by the end of the month. IVT expects to have shadow buses on Route 1 North/South operating by Dec. 1, 2012. Mr. Chatel stated that the new Seeley bus route has been a success for the month of October 2012 they had a total of 31 passengers using the new Seeley bus routes. The addition of another trip on the IVC Express has been positive as well for the month of October. The A.M. passengers total 386 and P.M. passengers total 285.

- Mr. Chatel stated that the no show policy will help with the scheduling of riders with IVT ACCESS. There has been a 35% growth in riders for the service. Ms. Williams stated that other policies would be looked at in the next several months, such as behavioral policies and conditional eligibility.

- Ms. Martinez stated that Med-Express has new brochures. Med-Express is very busy.

- Ms. Martinez stated West Shores Dial-A-Ride is very busy during the beginning of the month then slows down towards the middle to the month.

7. General Discussion

- Ms. Williams stated that the Homeless Task Force is coordinating an event taking place at Adams Park in El Centro. IVT will be providing free bus rides for the homeless who are wearing the wrist bands, for the day to the event. Special wrist bands will be issued to participants by the members of the Task Force prior to the event.

- Ms. Ramirez stated that Caregiver Appreciation Day is being held on November 8, 2012 at the Social Services – IHSS building parking lot area from 1:30 to 4:30 p.m.

8. Adjournment

- Next meeting of the SSTAC will be on December 5, 2012.
- Meeting adjourned at 11:08 a.m.
V. CONSENT CALENDAR

C. FY 2012-13 APPOINTMENT OF THE SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC)
November 9, 2012

Sedalia Sanders, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: FY 2012-13 Appointment of the Social Services Transportation Advisory Council (SSTAC)

Dear Commission Members:

ICTC is the Transportation Planning Agency (TPA) for the region of the County of Imperial for matters pertaining to the administration of the Transportation Development Act (TDA).

Per PUC Section 99238:

"...The TPA shall provide for the establishment of a Social Services Transportation Advisory Council (SSTAC)..."

The SSTAC has three responsibilities:

1. Participate in the identification of transit needs in the jurisdiction, including unmet transit needs

2. Annually review and recommend action by the TPA for the area within the jurisdiction of the council

3. Advise the TPA on any other major transit issues, including coordination and consolidation of specialized transportation services

One third of the voting members of the SSTAC are appointed annually for three year terms in a specific category. These agencies represent a cross section of the local social service and transit providers in the Imperial Valley.

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

November 9, 2012

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Appoint the Social Services Transportation Advisory Council (SSTAC) for FY 2012-13 for the positions and terms per the enclosure.

Sincerely,

MARK BAZA  
Executive Director

BY: [Signature]

Kathi Williams  
Senior Transit Planner

Attachment

MB/ksw/ds
### SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL OF IMPERIAL COUNTY

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>VOTING MEMBER</th>
<th>TERM</th>
<th>ALTERNATE</th>
</tr>
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<tbody>
<tr>
<td>1. One (1) Potential Transit User, age 60+</td>
<td>HEDDY MCNEER</td>
<td>Nov 11</td>
<td>VACANT</td>
</tr>
<tr>
<td></td>
<td>El Centro</td>
<td>Nov 14</td>
<td></td>
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<tr>
<td>2. One (1) Potential Transit User, with Disability</td>
<td>MIKE HACK</td>
<td>Nov 11</td>
<td>VACANT</td>
</tr>
<tr>
<td></td>
<td>El Centro</td>
<td>Nov 14</td>
<td></td>
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<tr>
<td>3. Two (2) Service Providers for Seniors, Include Transit Provider if Exists</td>
<td>SHERRY LEON</td>
<td>Nov 10</td>
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<tr>
<td></td>
<td>Area Agency on Aging</td>
<td>Nov 13</td>
<td>VACANT</td>
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<td></td>
<td>GRISELDA MARTINEZ</td>
<td>Nov 10</td>
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</tr>
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<td></td>
<td>Work Training Center</td>
<td>Nov 13</td>
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<td>4. Three (3) Service Providers for the Disabled, Include Transit Provider if Exists</td>
<td>LETICIA VIZCARRA</td>
<td>Nov 12</td>
<td>LORENA ARAMBULA</td>
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<td></td>
<td>Access to Independence</td>
<td>Nov 15</td>
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<td>NORMA NAVA</td>
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<td>MICHELLE SOTO</td>
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<td>IVC-Disabled Students Programs and Services</td>
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<td>CCS - California Childrens’ Services</td>
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<td>K.C. KENNEDY</td>
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<td></td>
<td>ARC</td>
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<td>5. Two (2) Service Providers for Limited Means</td>
<td>ROSYO RAMEZ</td>
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<td>6. Two (2) Consolidated Transportation Service Agency (CTSA)</td>
<td>DAVID SALGADO</td>
<td>Nov 11</td>
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<td></td>
<td>KATHI WILLIAMS</td>
<td>Nov 12</td>
<td>MARK BAZA</td>
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### NAME

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<th>NAME</th>
<th>PROGRAM/SERVICE</th>
<th>COMPANY/AGENCY</th>
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<tbody>
<tr>
<td>1. Marv Balin</td>
<td>Imperial Valley Transit / IVT ACCESS</td>
<td>First Transit</td>
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<tr>
<td>2. Isabel Pacheco</td>
<td>Brawley Dial-A-Ride</td>
<td>Sunrise Drive Service</td>
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<td>4. Chris Schmidt/ Connery Cepeda</td>
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<td>5. Marv Balin</td>
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<td>First Transit</td>
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V. CONSENT CALENDAR

D. LTF (SB821), ARTICLE 3, BICYCLE AND PEDESTRIAN PROJECT DISTRIBUTION LIST, FISCAL YEAR 2012-13
November 9, 2012

Sedalia Sanders, Chairperson
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 2012-13

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 2012-13 is $141,000.

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:


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

Sincerely,

MARK BAZA
Executive Director

BY:  

Kathi Williams
Senior Transit Planner

Attachment
MB/ksw/ds
### ICTC LTF TDA Article 3 Bikes and Pedestrian Funding
#### FY 2012-13 Distribution

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<th>Population</th>
<th>Population % of Total</th>
<th>Population Minimum</th>
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<td>19.66%</td>
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**proposed schedule:**
- reviewed by the ICTC TAC 7-Nov-12
- recommended by ICTC Management Commitee 7-Nov-12
- approved by ICTC 14-Nov-12
VII. ACTION CALENDAR

A. DRAFT REVISION TO THE APPROVED ICTC PERSONNEL POLICIES AND PROCEDURES MANUAL
November 8, 2012

Sedalia Sanders, Chair
Imperial County Transportation Commission
1405 N. Imperial Avenue, Suite 1
El Centro, CA 92243

SUBJECT: Draft Revision to the Approved ICTC Personnel Policies and Procedures Manual

Dear Commission Members:

On July 25, 2012, the Commission reviewed and approved the ICTC Personnel Policies and Procedures Manual as presented by staff and discussion regarding comments provided by the Management Committee. The approval of the manual was conditional with direction to staff to prepare and present amendments to address specific items as directed by the Commission.

On September 26, 2012 the Commission was presented with a draft revision to the manual. Upon review and discussion the commission directed staff to make revisions and present back to the commission at their next meeting. Staff has prepared the attached Draft Revision for your review and consideration.

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Approve the Draft Revision to the ICTC Policies and Procedures Manual

Sincerely yours,

MARK BAZA
Executive Director

MB/cl

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
# Personnel Policies and Procedures Manual

**Commission Approved July 25, 2012**

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- Regional Transportation Planner
- Transportation Planner
- Executive Assistant/Secretary to the Commission
- Office Assistant

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ARTICLE 1 – INTRODUCTION

1.1 Statement of Purpose and Authority
The purpose of this manual is to provide policy and procedures for the administration of all matters affecting the status and activities of employees of the Imperial County Transportation Commission (ICTC). It shall be the duty of all Commission employees to comply and assist in carrying into effect the provisions of this manual and such internal management memoranda, as the Executive Director shall issue. However, the policies and procedures set forth in this manual are guidelines only and are not intended to confer contractual rights upon an employee or to impose contractual obligations on the Commission. Furthermore, no promise, statement or writing made by an ICTC supervisor may be interpreted to constitute an employment relationship other than “at will.” For purposes of this document, “at will” employment with ICTC is terminable by either employer or employee at any time, without notice, with or without cause, except as otherwise provided by law.

The Executive Director is responsible for administration of the personnel system. She/he may delegate any such powers and duties to any other officer or employee. The Executive Director shall have the authority to appoint, promote, transfer, discipline, and terminate any employee of the Commission, in accordance with the personnel practices described in this document, and adopted by the Commission. The Commission does not guarantee any minimum length of employment and no supervisor or manager has any authority to make contrary representations.

The Executive Director, with the authority and direction of the full Commission, has all rights not specifically delegated in this document, including, but not limited to: the exclusive right to determine the administrative goals and objectives of the Commission, set standards of performance, determine the procedures and standards of selection for employment and promotion, direct employees, take disciplinary action with proper cause, lay off employees because of lack of work or for other legitimate reasons, maintain the efficiency of the Commission's activities, determine the methods, means, and personnel by which the Commission's activities are to be conducted, determine the content of position classifications, exercise control and discretion over the organization of the Commission and the technology required to perform its goals and objectives.

Insofar as is practical, exceptions to these procedures as written will be avoided. However, it is the intent of the Commission to comply with all applicable State and Federal laws. Should any provision of this manual conflict with any State or Federal law, such law shall control. These personnel policies and procedures will be reviewed periodically and adjustments will be made based on actual experience and economic considerations. In the event of any change to the policies, all employees will receive a copy of a written memorandum from the Executive Director, detailing the changes made and the reasons therefore.

1.2 Open Door Policy
Employees are encouraged to share their concerns, seek information, provide input, and resolve problems or issues through the Executive Director. The Executive Director is expected to listen to employee concerns, to encourage their input, and to seek resolution to their problems or issues.

1.3 Suggestions
The Commission is always looking for suggestions that improve methods, procedures and working conditions, reduce costs or errors, and benefit the Commission, its employees and the public.
ARTICLE 2 – DEFINITIONS

ALLOCATED POSITION means an established position within a classification funded through the Commission’s budget process.

ANNIVERSARY DATE an employee's anniversary date shall be the first day of employment.

APPOINTING AUTHORITY The Executive Director shall have the authority to hire, terminate employment, conduct performance evaluations, take appropriate disciplinary actions, and determine salary increases as dictated in the annual budget.

AT-Will Employment: An at-will employee may be terminated at any time without the right to appeal except as provided by law.

BASE HOURLY PAY RATE shall mean the hourly rate corresponding to the salary range of the classification to which the employee is appointed.

COMMISSION when used alone means the Imperial County Transportation Commission.

CONTINUOUS SERVICE means, that service commencing with the employee's anniversary date and continuing until broken by resignation or dismissal from Commission service for the purpose of determining eligibility for paid time off (PTO) and eligibility for merit salary advancement. Service as an extra help or temporary employee shall not count toward continuous service.

EXEMPT EMPLOYEE means an employee in a position that has been designated by the Commission to be, executive, administrative, professional, or other category specifically exempted from the overtime pay requirements of the Fair Labor Standards Act (FLSA) and administrative regulations.

EXTRA HELP EMPLOYEE means a person who is hired for temporary employment by the Commission and who does not occupy an allocated position.

FULL-TIME EMPLOYEE means an employee who is appointed to an allocated position which requires full-time work as defined.

FULL-TIME WORK shall normally mean eight (8) hours per day and five (5) days per calendar week.

HOLIDAYS means those days enumerated applicable to the individual employee.

IMMEDIATE FAMILY means parents, spouse, domestic partner, son, daughter, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or grandchildren by blood or marriage.

INDEPENDENT CONTRACTOR means a non-employee who provides independent contractual services to the Commission (includes consultants). The contractor, not the Commission, is responsible for: (1) tax and social security withholding; and (2) health, unemployment, and worker’s compensation insurance. The contractor is paid on a task basis rather than an hourly rate. An individual under this status receives no Commission benefits.

INTRODUCTORY PERIOD means the twelve (12) six (6) months period of paid service which is considered an extension of the examination process before an employee gains regular status. An employee during the introductory period may be terminated at any time without the right to appeal except as provided by law.

NON-EXEMPT EMPLOYEE means an employee whose position does meet FLSA and who is therefore paid overtime pay for authorized hours work in excess of the approved schedule.
ARTICLE 3 – GENERAL PROVISIONS

3.1 Employment
It is the policy of the Commission to be an equal opportunity employer and to hire individuals on the basis of their qualifications and ability to do the job to be filled. Unless otherwise provided in writing, employment with the Commission is considered to be at will, so that either party may terminate the relationship at any time and for any lawful reason.

3.2 Recruitment
The Commission will endeavor to recruit the most competent individuals to fill all positions. Approval to recruit for vacant or newly created positions will be granted by the Executive Director. Vacant and newly created positions will be posted for a period of time designated by the Executive Director, and all eligible employees will have an opportunity to apply. Posting requirements will include a job bulletin with job classification and salary information and recruitment methods used for advertising will include newspaper ads and other media forms.
3.3 New Employees

The Introductory Period for new employees is twelve (12) months, six (6) months. This is the period of paid service that is an extension of the examination process before an employee gains regular employee status. It is intended to give new full-time and part-time employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations.

The Executive Director uses this period to evaluate employee capabilities, work habits, and overall performance. If any deficiencies become apparent that were not evident during the hiring process, the Introductory Period is the time to address the issues. Small problems can hopefully be resolved quickly with guidance. Any major problems that appear during this period may indicate that the employee should not continue employment with the Commission. The Introductory Period may be extended from 6 months up to twelve (12) months at the discretion of the Executive Director.

If it is clear to management that an employee will not successfully pass the Introductory Period, it is not necessary to wait for the conclusion of the Introductory Period to discharge the employee. Upon satisfactory completion of the Introductory Period, most employees enter the “regular” employee classification.

During the Introductory Period, employees are eligible for health, dental, and vision insurance benefits on the first day of employment. Life insurance benefits will begin on the first full month following the date of hire. Employees can use available Paid Time Off (PTO) after three (3) months of successful service.

On the first day of employment, the new employee will be orientated on the employee benefits available and on all standard administrative procedures. The new employee will be provided with a copy of these personnel policies. New employees are responsible for reading all instructional materials and asking questions on areas that need further clarification.

3.4 Performance Evaluation and Work Planning

On-the-job training and work progress should be followed carefully and checked frequently enough to know that the employee understands the job and how it relates to the Commission as a whole. Work planning and performance review are continuous processes and should be documented and discussed with the employee as often as necessary. However, at a minimum, a work planning and performance evaluation shall occur at least once a year for all employees. This evaluation should occur on the employee’s anniversary date.

The Executive Director may propose a Performance Improvement Program (PIP) to improve deficiencies in performance. A PIP is to be considered part of the evaluation program and is not considered disciplinary action.

3.5 Continuing Education/Training Programs

If an employee has been directed by the Executive Director to take courses to improve work productivity and/or work habits (e.g., either through the semi- or annual performance evaluation or through a counseling session), the Commission will pay for the approved training course(s).

3.6 Internship Program

The Internship Program will enable the Commission to recruit, train, and develop an intern’s skills in order to prepare him/her for professional, entry-level employment with the Commission or another transportation organization. An intern is considered an extra help temporary employee. This program does not guarantee an intern regular employment with our agency, but rather it attempts to assist in an intern’s career development to become an experienced, knowledgeable, and qualified individual capable of competing in the professional job market.
When there is a Commission employment vacancy, the qualified intern would be encouraged to apply and would be afforded the same full and equal consideration for employment as any other applicant under consideration.

ARTICLE 4 – EMPLOYEE’S HOURS OF WORK AND WORKING CONDITIONS

4.1 Work Schedules
The Executive Director shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the Commission. The Executive Director may change that schedule at his/her discretion. Unless an employee has a reasonable and valid excuse, the employee will:

a. Work the hours and job duties assigned per the operational needs of the Commission.
b. Work such reasonable additional hours or job duties as the Commission may reasonably request.
c. Understand that nothing in these policies shall be construed as a restriction on the Commission’s right to schedule workdays and require a reasonable amount of overtime work.
d. Be expected to perform other job duties as requested, per operational needs of the Commission, at various times as necessary.

4.1.1 Attendance
It shall be the responsibility of each employee to be prompt and in regular attendance on the job.

4.1.2 Time Sheets
Each employee shall fill in his/her time sheet on a daily basis. Time sheets should be submitted to the Executive Director or his/her designee at the close of each pay period.

Overtime work for non-exempt employees must always be approved before it is performed.

It is the employees’ responsibility to sign their time sheets to certify the accuracy of all time recorded. The Executive Director or his/her designee will review and then sign the time sheet before submitting it for payroll processing.

4.1.3 Overtime – Non-Exempt Employees
The Fair Labor Standards Act (FLSA) requires that work performed by non-exempt employees in excess of forty (40) hours in a seven (7) day work period be paid at a rate of time and one half the employee’s regular rate of pay. Whether an employee is exempt (salaried) or non-exempt (hourly) is determined by the type of duties they perform. A list of exempt and non-exempt positions is attached in Appendix B – Job Classifications.

a. Non-exempt employees receive overtime pay at the rate of one and one-half times their regular pay after forty (40) hours work in a seven (7) day workweek.
b. Non-exempt employees working a flexible schedule approved by the Executive Director may work a modified workweek.
c. For the purposes of this policy, time worked include only those hours in which the employee performs authorized services for the Commission.
d. Holidays, PTO, jury duty, and other leaves are not considered work time for the purposes of this policy.
e. Time worked as overtime shall not be used to earn fringe benefits or to serve out an...
Introductory or merit increase period.

f. Overtime shall be reported in increments to the nearest one-fourth of an hour.

All staff is responsible for ensuring that advance work planning is done so that overtime is kept to a minimum. However, when it becomes absolutely necessary to work overtime, prior approval must be obtained from the Executive Director.

4.1.4 Clarification of Working Hours for Non-Exempt Employees

Unless instructed otherwise, actual working hours during a work day are considered to be those hours that an employee is required to be at a workstation and available to work. This represents any time spent at designated or required work station(s), working on assignments, and/or awaiting additional work assignments from management staff. Unless authorized, overtime will not be calculated for the time an employee spends before and after his/her normal working hours.

4.2 Overtime – Exempt Employees

Employees in positions that have been designated by the Commission to be exempt within the meaning of the Fair Labor Standards Act shall be considered salaried employees and subject to the following provisions:

a. Exempt employees are not eligible for overtime pay.

b. Employees, as designated above, will be paid a bi-weekly salary.

c. Time off for illness, injury, and medical appointments will be charged to PTO, if available.

Exempt employees shall work the necessary hours to perform their duties and responsibilities and shall not be entitled to receive overtime compensation.

4.3 Rest Periods

Each employee is allowed two (2) 15-minute rest period breaks per day. The breaks are not cumulative. They may not be skipped in order to leave early or earn overtime pay. It is required by law that these breaks are taken and it is the employee's responsibility to take all breaks allowed. Unused breaks may not be accumulated and used at a future date or used to lengthen assigned lunch breaks. If they are not taken, they are lost. Supervisors must allow employees an opportunity to take the required breaks.

4.4 Meal Periods

Employees will be allowed a meal period of not less than thirty (30) minutes, nor more than one (1) hour, scheduled approximately at the midpoint or middle of a full work shift. Combining meal periods, "banking" meal periods from day to day, saving to shorten work days or requesting compensatory time or overtime for work performed during meal periods, shall not be allowed unless specifically authorized.

4.5 Working Hours

The Commission's business office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

4.6 Abandonment of Position

a. When, in the opinion of the Executive Director, an employee has abandoned his/her position, the Executive Director shall notify the employee that the Commission has determined that he/she has abandoned his/her position and that the employee has five (5) working days upon receipt of the notice to contact the Commission regarding his/her intent to return to work. Such notice shall be in writing and sent by certified mail or personal service to the last address listed in the employee's personnel records.

b. Abandonment of position may include, but it is not limited to: situations where an employee fails to respond within five (5) working days of notice of abandonment of position; where an
employee fails to return to his/her employment upon the conclusion of any authorized leave of absence; where an employee fails to properly notify by telephone or in writing his/her immediate supervisor of absence due to sickness or injury; or, where an employee fails to keep his/her immediate supervisor informed of his disability status on a daily basis unless otherwise directed.

4.7 **Loss Reimbursements**
The Commission will not reimburse personnel employed by the Commission for any personal objects, possessions or clothing which are lost or damaged, either while on duty or off duty, as an employee of the Commission unless the employee can prove liability rests with the Commission. Personal objects, possessions, and clothing are items purchased and maintained by the employee and not purchased and maintained by the Commission.

4.8 **Dress Code**
Employees are expected to dress in a manner fitting and proper for appearing before the public who enter our offices. Extremes in dress will not be accepted. It shall be the responsibility of the Executive Director to inform the employee when his/her style of dress is inappropriate or disruptive.

4.9 **Accidents**
In the case of an accident involving Commission property, the Executive Director should be contacted immediately. In the event an employee is injured on the job, the employee shall report the accident immediately to the Executive Director.

4.10 **Personal Visits**
It is expected that employees will keep personal visits from family and friends to a minimum. Should it become necessary that an employee have a personal visitor, and the visit cannot be arranged during a lunch or break period, the visit should be conducted as briefly as possible.

4.11 **Smoking**
In keeping with the Commission’s intent to provide a safe and healthful work environment, and in compliance with State law, smoking is prohibited in the work vehicles and throughout the workplace. This policy applies equally to all employees and visitors.

4.12 **Lactation Accommodation**
The Commission will comply with all applicable requirements of Assembly Bill 1025, Lactation Accommodation Bill. Following prior notification to the Executive Director or his/her designee, employees wishing to express milk for their infant children while at work may use their office or designated break room for this purpose. Employees shall use their normal break time to express milk. Any time taken to express milk that is not authorized break time shall be unpaid.

4.13 **Telephone Usage**
The telephone provided by the Commission is for use in conducting Commission business. The use of these telephones during business hours for local personal calls shall be held to a minimum. Personal long distance phone calls may not be charged on Commission phones.

4.14 **Commission Property**
There will be no use of Commission resources for personal use without the prior, expressed, written consent of the Executive Director. Commission resources include, but are not limited to, computer hardware and software, computer peripheral (including printers, "mice", modems, etc.), facsimile and copy machines, office supplies, telephones, presentation materials, audio-visual equipment, and ICTC work vehicles. Commission resources also include staff time and
wages that are charged to work program elements.

4.15 Computer, Internet, and E-Mail Usage; Communication Tools
The computer system (including e-mail, the Internet, computer files and software), the telephone system (including voicemail), and all other means of electronic communication (collectively “communication tools”) are Commission property provided to employees to carry out Commission business. Employees shall use professionalism when using communication tools. Personal use of communication tools shall be held to essential personal business and kept as brief as possible.

Employees may not use a password, access a file, or retrieve any stored communication without authorization. All passwords must be made available to Commission management.

Information contained in communication tools is not private. To ensure compliance with this policy, the use of communication tools may be monitored by the Commission at any time. The Commission has the right to access any and all files, messages, materials, or any other information contained in communication tools. Employees should be aware that even when information has been deleted or erased, it may still be retrieved.

The Commission strives to maintain a workplace free of harassment and sensitivity to the diversity of its employees. Therefore, the Commission prohibits the use of communication tools in ways that are disruptive, offensive to others, or harmful to morale. Neither e-mail nor any other communication tool may be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Employees should notify the Executive Director upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

ARTICLE 5 – CONFLICT OF INTEREST
Conflict of interest is defined generally as acting in any way contrary to the best interest of the Commission. Employees are expected to exercise good judgment and discretion in evaluating any particular activity so as to avoid any actual or apparent conflict of interest. No employee shall take any action on behalf of the Commission, which they know, or reasonably should know, violates any applicable law or regulation. This will obviously include such activities as kickbacks, bribery, falsehood, misrepresentation, and divulging non-public information to organizations that could potentially benefit from exclusive information. Employees are urged to conduct their activities in such a manner as to comply with the spirit as well as the letter of this policy.

Employees shall be free from any personal influence, interest, or relationship that might conflict with the best interests of the Commission. Acceptance of entertainment, travel, or gifts of a character which might reasonably be deemed by others to affect the judgment or action of an employee in the performance of his employment with the Commission would violate this policy.

When writing personal letters, articles to be published, and when participating in public affairs, staff members are cautioned to avoid embarrassing situations for the writer or participant and the Commission. Personal letters may not be written on Commission letterheads for obvious reasons. Endorsements, testimonials, publications, and participation in public affairs should be undertaken cautiously lest they be misinterpreted as endorsements by the Commission.

This policy in no manner prohibits membership in any political organization, attendance at meetings, and expression of views on neither political matters nor voting with complete freedom. Employees are
in fact encouraged to actively support their individual political beliefs on their own time as long as these opinions are not represented as the official viewpoint of this Commission. Therefore:

a. Staff members may not use their position with the Commission to promote any specific political action, candidate, or belief.
b. Staff members may not use their Commission titles in either written or verbal communications concerning political activities or beliefs.
c. Staff members may not use Commission letterhead stationery for personal and/or political correspondence.
d. Supervisory employees shall not attempt, through any means, to coerce other staff members into working for or accepting their political beliefs or candidates.
e. Staff members may not conduct personal political activity of any kind during working hours, nor use any Commission property, resources, or office supplies, while engaged in personal political activity.

The Commission does not encourage employees to engage in outside employment. No employee shall engage in outside employment which requests or requires employment with the Commission as a prerequisite for said outside employment, creates a conflict of interest, or interferes with the employee's efficiency and quality of work. The name and location of any outside employer shall be filed with the Executive Director by the employee within three days after beginning such outside employment. This is a confidential file, which shall be reviewed by legal counsel annually to assure there is no conflict of interest.

Any questions regarding a potential conflict of interest or outside work shall be discussed in advance with the Executive Director.

ARTICLE 6 – ADMINISTRATION OF SALARY

6.1 Standard Salary Ranges

Unless as otherwise required by law or policy, a standard salary schedule consisting of either flat rates or equivalent monthly salary rates in dollars for employees in full-time positions shall be established annually by the Commission in the Overall Work Program and Budget. Annual, monthly, and biweekly salary rates are listed for the purpose of convenience in quotation of salaries. Computations for purposes of paying employees shall be on the basis of hourly rates.

Except as otherwise provided by law or ordinance, officers and employees shall receive the hourly rate provided in the salary range that has been adopted by the Commission for their respective classifications of positions.

6.2 Payroll Records

The office of the Commission shall be the office of record with respect to maintenance of payroll records to implement the payroll provisions of all ordinances and resolutions. Departmental payroll records shall be maintained in forms provided or approved by the Executive Director. The payroll records for every employee shall be kept on file for five (5) years after the employee's termination date.

6.3 Pay Date

All employees are paid every other Friday following the close of the biweekly pay period. In the event that a regularly scheduled payday falls on a day off such as a holiday, employees will receive pay on the last day of work before the regularly schedule payday. If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon return from his or her vacation.
A list of paydays will be provided to employees each year.

6.3.1 Pay Advances
The Commission does not provide pay advances on unearned wages to employees.

6.4 Full-time, Part-time, and Extra-Help Employees

6.4.1 Full-Time Employees
A full-time employee shall receive the full amount of salary based upon the hourly rate in the range for the classification to which the employee is assigned by his/her appointment, if the total hours in pay status for the biweekly pay period as shown equals or is greater than eighty (80) hours. A full-time employee who is not in pay status for eighty (80) hours for a particular biweekly pay period shall be entitled only the total hours in pay status. Employees who are exempt under FLSA shall receive a bi-weekly salary which is based upon multiplying the hourly salary pay rate by 80.

6.4.2 Part-Time Employees
A part-time employee shall receive that portion of the salary based upon the hourly rate in the range for his/her classification to which the employee is assigned and the number of hours in pay status in the pay period.

Part-time employees shall earn PTO on a prorated basis based upon the number of hours in the pay period. In other respects, the provisions of this Manual applicable to full-time employee shall apply to part-time employees unless specifically defined otherwise herein.

6.4.3 Extra-Help Temporary Employees
The Executive Director may authorize the temporary employment of a person as extra help upon a determination that sufficient funds are budgeted. Unless otherwise specified, extra-help temporary employees shall only be paid the hourly rate in the salary range listed for the classification to which he/she is appointed, unless specifically authorized by the Executive Director. To the extent permitted by law, extra-help temporary employees shall not be entitled to accrue PTO leave, or holiday pay, and shall not be eligible for benefits or to participate in the retirement system.

6.4.4 Annual Cost-of-Living Adjustments
The Commission shall consider cost-of-living salary increases recommended by the Executive Director for employees in full-time, part-time, and extra-help classifications during the development of the annual Overall Work Program and Budget Review. Cost-of-living increases may be computed using the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index.

6.5 Salary Pay Rate Advancement

6.5.1 Merit Pay Rate Salary Increases
Eligibility for Pay Rate salary increases shall be based upon time in classification but advancement to a higher pay rate shall be based upon merit, funding availability and at the discretion of the Executive Director.

Introductory employees may be eligible for merit salary increases upon completion of twelve months of satisfactory service. For each twelve months of satisfactory service following an Anniversary Date, a full-time or part-time employee may be advanced to a higher pay rate in the salary range of that classification in increments of five (5)
percent until the top of the range is reached.

Extra-help employees are not eligible for merit salary increases.

6.5.2 Procedure
All merit salary pay rate advancements must be initiated by the Executive Director. Salary pay rate advancements shall be effective on the first day of the biweekly pay period following completion of the required period of service.

6.5.3 Anniversary Date
Changes in an employee’s salary because of promotion or upward reclassification will set a new anniversary date for that employee.

6.6 Salary Pay Rate on Promotion
An employee who is appointed to a position in a higher salary range than the class the employee formerly occupied shall receive a five (5) percent increase in the salary range of the new classification. If the employee’s current salary is above the starting salary of the new classification, the employee shall receive at least a five (5) percent increase but in no way exceed the top of the range. The effective date of a promotion shall be the first day of the first full pay period following the appointment.

The employee’s anniversary date for future merit Pay Rate salary increases shall be based upon the effective date of the promotion.

If a promotion occurs on the same day a salary merit increase is due and approved, the salary increase shall be computed first and subsequently the increase due to promotion.

Advanced Salary Upon Promotion – Upon promotion of a full-time or part-time employee, the Executive Director may recommend that the person being promoted receive one additional pay rate beyond which the employee is entitled, but which in no way exceeds the top of the range.

6.7 Salary on Demotion
An employee who voluntarily demotes to a position of a class having a lower salary range than the class previously occupied by the employee shall have his/her salary reduced to a the salary pay rate within the lower salary range of the classification, which is closest to, but not exceeding, the salary pay rate received before the demotion.

6.8 Changes in Salary Ranges
Whenever the salary range for a class is revised, each incumbent in a position to which the revised salary range applies shall remain at the pay rate held in the previous range, unless otherwise specifically provided by the Commission.

6.9 Salary Pay Rate on Re-Classification
The salary of an incumbent in a position that is reclassified shall be determined as follows:

Lateral Re-classification – If the position is reclassified to a class which is allocated to the same salary range as is the class of the position before it was reclassified, the salary pay rate and anniversary date of the employee shall not change.

Upward Re-classification – If the position is reclassified to a class which is allocated to a higher salary range than the class of the position before it was reclassified, the salary pay rate of the employee shall be governed by Section 6.6, Salary Pay rate on Promotion.
Downward Re-classification – If the position is reclassified to a class which is allocated to a lower salary range than the class of the position before it was reclassified, the employee shall receive the pay rate in the new range which is the same as but does not exceed the salary he/she was receiving prior to reclassification and his/her anniversary date shall not change. If the salary pay rate of the employee is greater than the maximum pay rate of the new range, the salary pay rate of the employee shall be designated at a pay rate equal to their salary pay rate prior to reclassification and the salary will be frozen until the top pay rate salary of the new classification equals or exceeds the present salary, based upon cost of living increases. At that time, the employee will be placed on the top pay rate and will become eligible for cost of living increases granted to incumbents of that classification.

6.10 Salary Provisions Upon Restoration
An employee who has been laid off or voluntarily demoted as a result of layoff, and subsequently restored in their former classification within a two (2) year period from the date of his/her layoff or voluntary demotion, shall receive the following considerations and benefits:

a. All PTO leave credited to the employee’s account when laid off shall be restored, unless the employee received compensation for such PTO leave at the time of the layoff.

b. All prior service shall be credited for the purpose of determining PTO leave and PTO earning rates, longevity pay increases, and time in pay rate.

The employee shall be placed on the pay rate of the salary range that was held at the time of the layoff.

6.11 Commission Authority to Specify Salary Pay Rate
Notwithstanding anything herein to the contrary, the Commission may, by resolution, upon recommendation of the Executive Director, specify that the incumbent of a particular position shall occupy a pay rate on the salary range for that class either higher or lower than that provided for in this Manual.

6.12 Designated Salaries – Employees
The Commission shall establish salary ranges or flat pay rate salaries for employees upon the recommendation of the Executive Director.

ARTICLE 7 – INTERNAL COMMUNICATIONS
Employees who leave the office during working hours shall check out at the receptionist desk located in the front of the Commission office.

Public information concerning the Commission and its activities shall be coordinated by the Executive Director.

The control and maintenance of all the Commission and committee mailing lists shall be the responsibility of the Executive Director or his/her designee (Executive Assistant/Secretary to the Commission). The Executive Director or his/her designee shall maintain the master mailing lists for the Commission and shall make them accessible to all employees for their use.

Accounting/personnel/contract files shall be maintained by the Executive Director. Access to these files is restricted and shall be available only if authorized by the Executive Director or otherwise required by law.

7.1 Personnel Records
Confidential personnel files shall be maintained for every employee by the Executive Director or his/her designee. The files shall contain the employee’s employment letter and all other pertinent information. Access to these files is restricted. Each employee shall have access to
his/her personnel file under supervision of the Executive Director. The personnel files for every employee shall be kept on file for five (5) years after the employee's termination date.

It shall be the responsibility of each employee to keep the Executive Director advised concerning his/her marital status, number of dependents, correct address and telephone number, emergency contact, and any similar information required for the purposes of maintaining personnel records.

ARTICLE 8 – BENEFITS

8.1 Holidays

8.1.1 Regular Holidays
The Commission will grant paid holiday time off to all regular full-time and part-time employees on the holidays listed below. Part-time employees shall receive holiday pay on a pro-rata basis.

1. January 1 – New Year’s Day
2. January (third Monday) – Martin Luther King Jr.’s Birthday
3. February 12 – Lincoln’s Birthday
4. April (Friday before Easter) - Spring Holiday
5. May (last Monday) – Memorial Day
6. July 4 – Independence Day
7. September (first Monday) – Labor Day
8. November 11 – Veterans’ Day
9. November – Thanksgiving Day
10. November – Friday after Thanksgiving
11. December 25 – Christmas Day
12. Birthday Holiday (Floating Holiday)

Special holidays proclaimed by the President of the United States or the Governor of the State of California may be granted upon approval of the Executive Director.

If any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof.

8.1.2 Birthday/Floating Holiday
Each regular employee who has successfully completed his or her Introductory Period shall be granted one birthday/personal holiday per calendar year. Floating holidays may be scheduled at the employee's discretion during the year in which they are earned, subject to the supervisor's approval. If a floating holiday is not taken within the year in which it is earned, the floating holiday is lost.

8.2 Paid Time Off (PTO)
Paid Time Off (PTO) provides employees with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employee's choice. The goal is to reduce unscheduled absences and the need for supervisory oversight.

For purposes of this section, one (1) year shall be equivalent to twenty-six (26) biweekly pay periods of continuous service.

8.2.1 Accrual Rates and Maximum Accumulation
Full and *Part-time exempt and non-exempt employees shall receive PTO on a bi-weekly basis based upon the job classification. Temporary employees and interns are not eligible to accrue PTO.

The accrual rates for the job classifications are as follows:

<table>
<thead>
<tr>
<th>Job Class/Title</th>
<th>PTO</th>
<th>Hours</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>35 days</td>
<td>280</td>
<td>10.77</td>
</tr>
<tr>
<td>Transit Program Manager</td>
<td>35 days</td>
<td>280</td>
<td>10.77</td>
</tr>
<tr>
<td>Regional Transportation Planner</td>
<td>30 days</td>
<td>240</td>
<td>9.23</td>
</tr>
<tr>
<td>Transit Planner</td>
<td>30 days</td>
<td>240</td>
<td>9.23</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>25 days</td>
<td>200</td>
<td>7.69</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>20 days</td>
<td>160</td>
<td>6.15</td>
</tr>
</tbody>
</table>

*Eligible Part-Time Employees would accrue PTO leave pro-rated based on their work schedule, job class/title and the Full Time Equivalency.

Each full-time employee and part-time employee with over five (5) years continuous service shall receive a one-time additional increase of five (5) days PTO on their five-year anniversary date. The hourly accrual rates will be modified accordingly.

8.2.2 Provisions

Each full-time employee shall accrue PTO time based on their job classification and length of service. PTO is added to the employee's PTO bank every calendar year on January 1. PTO used will be subtracted from the employee's accrued time bank in one hour increments. Qualified new employees shall be entitled to use PTO upon satisfactory completion of three (3) months of the Introductory Period. Upon termination of an employee's employment, the employee shall be paid for any unused PTO in accordance with section 8.3.8. No employee shall receive any payment in lieu of PTO while remaining a Commission employee.

8.2.3 PTO Scheduling

It is the policy of the Commission that employees are encouraged to take their PTO each year provided however, that for reasons deemed sufficient by the Executive Director, an employee may take less than the normal PTO that year. All PTO shall be taken at such times during the calendar year as may be approved by the Executive Director.

In the event an employee is not able to take all of the PTO to which he or she is entitled in a calendar year, the employee shall be permitted to accumulate the unused portion to the employee's bank, provided that the employee shall not have a total PTO balance of more than the maximum balance allowed.

All requests for PTO must be approved by the Executive Director. The Executive Director is responsible for ensuring that the employee is eligible for the PTO requested. No person shall be allowed PTO in excess of their PTO bank.

It shall be the responsibility of the Executive Director to require PTO is taken in order to avoid excessive accumulation or forfeiture.

8.2.4 Donation of PTO Time
An employee may donate accumulated PTO time to another employee who has exhausted his/her PTO leave due to an extended or catastrophic illness or event. Such donations shall be made on a form prescribed by the Commission and shall be in eight (8) hour increments. The hours donated will be deducted from the donating employee's accumulated balance and credited to the accumulation PTO account of the employee receiving the donation. If the donation of hours is accepted, the accepting employee shall be responsible for payment of any applicable taxes. Commission shall withhold any amounts authorized or required by law.

8.2.5 Exclusion Extra help temporary employees and interns shall not be subject to the provision of this Section. Extra help, or other employment time, shall not count towards the required continuous service for PTO benefits.

8.3 PTO Leave

8.3.1 Accrual Every regular full-time or part-time employee shall receive PTO on their anniversary date. PTO shall accrue based upon Section 8.2.1. PTO leave shall not accrue when an employee is on leave of absence with or without pay.

8.3.2 Eligibility A full-time or part-time employee shall not be entitled to use PTO leave with pay until the employee has six (6) full bi-weekly pay periods or three (3) months of satisfactory continuous service with the Commission.

8.3.3 Usage Employees are entitled to use accrued PTO leave, with the approval of the Executive Director, to a maximum of the time accrued, for the following conditions in accordance with Family Medical Leave Act (FMLA):

a. The employee's illness, injury, disability, or exposure to contagious disease, which incapacitates him/her from performance of duties.

b. The employee's receipt of required medical, dental, or optical care or consultation.

c. The employee's care of a member of the immediate family who is ill or disabled.

d. The employee's preparation for or attendance at the funeral of a member of the immediate family. Immediate family means parent, spouse, son, daughter, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or grandchildren by blood or marriage.

8.3.4 Integration with Other Benefits

Workers’ Compensation – A full-time or part-time employee of the Commission who is entitled to receive temporary disability indemnity under the California Labor Code (Workers’ Compensation) may elect to take only that portion of the employee's accumulated PTO leave balances as when added to the employee's disability indemnity will total the employee's full pay.

8.3.5 State Disability Insurance

A full-time or part-time employee of the Commission who is entitled to receive State Disability Insurance may elect to take only that portion of the employee's accumulated leave balances as when added to his/her SDI will equal one hundred (100) percent of the total base salary. It is the employee's responsibility to file for State Disability and
make all arrangements with the Executive Director for leave integration.

8.3.6 Administration of PTO Leave
Employees upon return to work may be required to submit PTO leave request form or record of PTO leave use to the Executive Director for approval. The Executive Director may request information in order to aid in the determination of whether the PTO leave use is legitimate. The Executive Director may require a physician’s statement or acceptable substitute from an employee who applies for PTO leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on a PTO leave request.

The Executive Director may require a prescribed affidavit or medical report form. When an employee is absent for longer than five (5) consecutive working days, the employee may be required to submit a statement from the employee’s physician releasing the employee for normal duty.

When an employee has been determined to have used PTO leave for illegitimate purposes, the Commission may recover such funds.

When medical documentation is submitted by the employee as proof of illness, the Executive Director may review such medical documentation based on the available medical evidence and his/her knowledge of the physical and mental requirements of the employee’s occupation to determine whether the employee’s illness or injury was sufficient as to justify the employee’s absence from the work site.

8.3.7 Incapacity to Perform Duties
If the Executive Director has reasonable cause to believe that an employee is not capable of properly performing the duties of the position, the appointing authority may require the employee to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any accumulated PTO leave.

8.3.8 Payment for Unused PTO Leave
In order to receive payment for unused PTO leave at the time of retirement, lay-off, or voluntary separation, all Commission employees, unless otherwise stated in Letter of Employment, must have the following:

a. A minimum of twelve (12) months of continuous Commission service to receive 100% of unused PTO leave. If Employee leaves employment before completing 12 months of service, PTO leave will be pro-rated for each pay period month of service from their Anniversary Date.

b. In the event an employee dies while in active service with the Commission their PTO leave payoff will be paid in accordance with the above schedule and in the same manner as the final check.

The maximum number of accrued PTO time paid shall not exceed five hundred (500) hours. Employee’s last hourly rate of pay shall be used in computing payment.

Current ICTC Employees will be allowed to include cashed PTO time in their compensation earnable items under the ICERS system. New Employees hired after January 1, 2013 will not be allowed to include this benefit in their compensation earnable items. The cash out of PTO prior to retirement and during the pensionable
year used in the calculation of a current ICTC employee pension allowance will be restricted to amount of time earned and paid out during the pensionable year.

PTO cash out will not exceed the following requirements:
1. Employees with less than 15 years of service with ICTC would have a maximum of 120 hours of the cashed out PTO time included in compensation earnable.
2. Employees with 15 years or more of service with ICTC would have a maximum of 160 hours of the cashed out PTO time included in compensation earnable.

ICERS will apply the following restrictions for current Employee prior to 12/31/12 who are allowed to sell back an annual amount of PTO Time considered compensation earnable:
1. Maximum 48 hours for General Employees;
2. Maximum of 96 hours for Management.

Employees are allowed to sell up to 80 hours of PTO time each fiscal year providing that a minimum remaining balance of 80 hours is available at the of the request.

8.3.9 Exclusions
Extra help temporary employees are excluded from the provisions of this Section.

8.4 Jury Duty
Any employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss in salary, but any jury fees received by him/her shall be paid forthwith to the Commission to be deposited to the Commission's General Fund. Such employee shall notify the Executive Director immediately upon receiving notice of jury duty.

8.5 Court Appearances
Any employee who shall be called as a witness arising out of, and in the course of the employee's Commission employment or prior employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him shall be paid to the Commission.

Any employee who is called as a witness arising out of, and in the course of the employee's Commission employment during the employee's off duty hours shall be compensated.

Employees called for any other witness duty shall receive unpaid time off in accordance with law. Any employee called for witness duty shall notify the Executive Director immediately upon receiving notice of such duty.

8.6 Leave of Absence with Pay
The Executive Director may place an employee on leave of absence with pay (suspended with pay) for a period not to exceed ten (10) working days. Such leave may be extended with justification for period up to an additional ten (10) working days. This leave (suspended with pay) shall be used when an employee is under investigation or for other necessary or urgent need such as when the employee's continued presence at the work site may be hazardous or disruptive.
8.7 Leave of Absence without Pay

8.7.1 Conditions
Leave of absence without pay may be granted to any employee upon the specific written request of the employee and with the prior written approval of the Executive Director for the following purposes:

a. Family and Medical Care Leave (FMLA) in accordance with law;
b. Pregnancy-Disability Leave in accordance with law;
c. Other personal reasons which do not impair the effectiveness of the Commission.

8.7.2 Duration

a. Family and Medical Care Leave shall not exceed three (3) months in any twelve (12) month period.
b. Pregnancy-Disability Leave. Any employee who is disabled on account of pregnancy, childbirth or related conditions may take a pregnancy-disability leave of up to four (4) months, in addition to any family and medical care leave to which the employee may be entitled.

At the request of the employee, the Executive Director may extend a leave of absence for an additional three (3) months if conditions warrant such an extension.

8.7.3 Revocation of Leave of Absence
A leave of absence may be revoked by the Executive Director upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

8.7.4 Reinstatement Upon Termination of Leave of Absence
Upon the expiration of the leave of absence, the employee shall be reinstated to his/her former position at the same pay rate in the salary range.

8.7.5 Non-Qualifying Service
Leave of absence without pay shall not be counted as qualifying service for purposes of accruing PTO leave, and annual salary adjustments.

8.7.6 PTO Leave Usage
Employees who are granted a leave of absence without pay shall have the option to exhaust any accumulated PTO time. Employees requesting a leave of absence due to illness or disability may use any accumulated PTO leave prior to the requested beginning date of such leave.

8.7.7 Payment of Insurance Premiums:

a. An employee taking family and medical care leave (which may include overlap with a pregnancy/disability leave) for a period not to exceed three (3) months in any one (1) year period shall receive health, dental, vision, and life insurance coverage to the same extent that the employee would receive this coverage if the employee was not on leave.
b. All other employees on unpaid leave and wishing to maintain health, dental, vision, and life insurance shall be responsible for paying the monthly premium payments at the time and in the manner provided for by the Commission.

8.8 Bereavement Leave
An employee compelled to be absent from duty because of the death of a member of his/her immediate family may be entitled to not more than three (3) consecutive days off, with pay, upon approval of the Executive Director. It will be the responsibility of the Executive Director to determine the number of bereavement days necessary for the employee to be absent.
The Executive Director may reduce the amount of days granted for leave for bereavement purposes, if, in his/her opinion, the distance to be traveled does not necessitate the full three days' leave.

For purposes of this section, immediate family means parents, spouse, domestic partner, son, daughter, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or grandchildren by blood or marriage, or legal guardian.

8.9 Health Benefits
Health benefits will be provided to full-time and part-time employees. Each qualified employee will be entitled to obtain health insurance benefits through the Commission’s Employee Benefit Program for themselves, their spouse, and their dependent children. For each qualified full-time employee, the Commission will contribute a monthly amount towards the employee selected health plan as determined by the Executive Director.

Each full-time qualified employee will be entitled to dental and vision insurance benefits for themselves, their spouse, and their dependent children. The amount of the Commission’s contribution to health, dental and vision premiums provided to full-time employees shall be prorated for qualified part-time employees based upon the number of regularly scheduled hours per week.

Nothing herein shall be construed to vest employees with a certain contribution amount by the Commission for health, dental and vision benefits. The actual amount of the Commission’s contribution may be modified from year to year.

8.9.1 Health Benefit Continuation at Termination
The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Commission’s health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee’s hours or a leave of absence; an employee’s divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage of the Commission’s group rates plus an administration fee.

8.10 Life Insurance
The Commission will provide a $20,000 term life insurance policy for each employee at no cost to the employee. Accidental Death & Dismemberment coverage shall be included in these Plans.

8.11 Workers’ Compensation Insurance
The Commission will provide Workers’ Compensation Insurance as required by State law for the protection of employees in case of accident or injury when on duty. An employee who incurs a work-related injury should immediately report accidents or injuries to the Executive Director.

An employee who incurs a work related injury as verified by Workers’ Compensation Insurance and necessitates an unpaid leave of absence from work shall continue to have their insurance premiums for health, dental, vision, and life paid by the Commission as set forth above for a period of not to exceed three (3) months.
8.12 **Retirement Benefits**
Retirement benefits will be provided to full- and part-time employees as agreed and set forth in the contract between the Imperial County Employee Retirement System (ICERS) and the Commission.

The Commission will provide health insurance for each qualified employee who retires from the Commission.

8.13 **Deferred Compensation Plan**
The Commission will provide a deferred compensation investment plan to employees as agreed and set forth in the Section 457 Deferred Compensation Plan contract with the International City/County Management Association (ICMA) Retirement Corporation. Employees may designate the amount of compensation they wish to contribute to the plan as a specific dollar amount. The designated minimum monthly contribution may not be less than $25.00.

8.14 **Cafeteria Plan**
The Commission allows regular full-time and part-time employees to maximize the effectiveness of benefit dollars by participating in the Cafeteria Plan.

Under the Cafeteria Plan, the Commission determines a benefit budget for employees to be directed by the employee. The benefit budget shall be established by resolution of the Commission and may be amended from time to time. For regular part-time employees, the Cafeteria Plan budget will be prorated based on the employee’s regular work schedule. Employees may direct benefit dollars to a menu of various employee benefits.

The following benefits are available to the employees participating in the Imperial County Transportation Commission Cafeteria Plan:

1. Major medical, dental and vision benefits provided through a Health Plan Provider. Or, upon proof of comparable coverage provided to the Health Plan Administrator that is satisfactory in its sole and absolute discretion, a cash allowance per month by the Employer in lieu of these benefits;

2. Long-term disability benefits or cash in the amount of ten dollars ($10) per month (or such other amount then in effect as announced by the Employer from time to time) in lieu of this benefit.

3. Life insurance benefits under the Group-Term Life Insurance Benefit or cash in the amount of ten dollars ($10) per month (or such other amount then in effect as announced by the Employer from time to time) in lieu of this benefit.

Employees allocate their Cafeteria Plan budgets on an annual basis to coincide with the beginning of the calendar year, which occurs on January 1, of each year. Adjustments to the allocations at other times will be accommodated when possible, based on the requirements of the specific benefit program within the plan.

Nothing herein shall be construed to vest employees with a certain level of benefits or to guarantee a certain contribution amount by the Commission for the employees under the Cafeteria Plan. The actual amount of the Commission’s contribution may vary from year to year.
8.15 **Tuition Assistance**
It is the policy of the Commission to provide tuition assistance for job-related classes in order to assist employees who desire to continue their formal education. All full-time employees, excluding interns, who have been in continuous employment with the Commission a minimum of six (6) months, shall be eligible for tuition assistance. If the employee is a military veteran, s/he shall not be eligible for the tuition assistance until s/he has exhausted the education benefits from the federal government and from the State of California.

Tuition assistance for eligible employees shall be limited to one thousand dollars ($1000) in any one fiscal year. If tuition assistance funds are not used by an employee, the tuition reimbursement will be used to supplement the agency's general training budget for that fiscal year.

The Executive Director shall approve all requests for tuition assistance. (Approval for tuition assistance must be granted prior to enrollment in any course). Approval for tuition assistance shall be granted only for courses taken for credit and outside working hours. Requests for tuition assistance must be accompanied by a course description, including cost of tuition. Requests for tuition assistance will be approved only once for the same or similar course, regardless of school. At the discretion of the Executive Director, employees may be responsible for reporting successful completion of course(s) taken.

8.16 **Military Service**
An unpaid military leave of absence shall be provided to employees for service in the uniformed services, in accordance with the Uniformed Services Employment and Re-Employment Rights Act (USERRA). An employee requiring such leave shall provide the Executive Director with advance written or verbal notice of the need for leave, unless providing such notice is impossible or unreasonable under the circumstances. Upon conclusion of an approved military leave of absence without pay, the employee shall be entitled to return to his/her former (or equal) position in accordance with USERRA requirements.

8.17 **Travel and Mileage**
Where a position requires the driving of an automobile or other vehicle, the employee must have a valid California Driver's License and a good driving record, and is expected to drive the vehicle safely. Upon request, employees shall sign an authorization for management to request review of an employee driving record. The Executive Director, in her/his discretion, may restrict any employee’s operation of a vehicle on Commission business.

Employees may utilize private cars for Commission business when authorized. Such employees shall carry sufficient public liability and property damage insurance at least equal to the requirements of the financial responsibility laws of the State of California, Vehicle Code Section 16430. Actual mileage driven on each trip shall be recorded on a monthly expense form. An employee who is required to use the employee's personal vehicle for Commission business shall be reimbursed at the federal rate as determined by the Internal Revenue Service for all miles traveled in the conduct of Commission business.

In the event of a vehicle accident while traveling for Commission business, please notify the Executive Director immediately.

An employee may not use a cell phone while driving a motor vehicle on Commission business unless it is designed, configured, and used in a hands-free listening and talking mode.

8.17.1 **Meeting and Conference Expenses**
Employees may attend meetings, conferences, and required training sessions when
deemed essential to the conduct of the work program. The Commission will reimburse for actual and necessary expenses for parking, meals, registration, lodging, transportation, and other reasonable costs. Receipts for all expenditures must be attached to expense forms. Expenses incidental to travel, such as parking meters, pay phones, etc., wherein receipts are impossible to obtain, shall be reimbursed upon submission of an itemized list of these expenditures. In no case will reimbursement be made for the purchase of alcoholic beverages. Each meeting or conference shall be authorized in advance by the Executive Director.

ARTICLE 9 – DISCIPLINARY ACTIONS

Article 9 applies to employees who have successfully completed the Introductory Period described in Article 3.1. The purpose of this policy is to serve as a guide for discipline involving Commission employees. Extra help temporary employees, student interns, and employees subject to an Introductory Period may be dismissed at any time without notice.

Progressive Discipline and Employment At-Will: While the Commission may elect to follow a progressive discipline procedure, the Commission is in no way obligated to do so. Using progressive discipline is at the sole discretion of the Commission in an employment at will workplace.

9.1 Standards
Disciplinary actions will adhere to the following standards:

a. Performance and behavioral problems will be discussed with employees in a timely manner following their occurrence.
b. Disciplinary action is to be in writing and documentation should demonstrate performance or behavior of the employee.

9.2 Causes of Disciplinary Action
Disciplinary action employee shall be for cause, as it may affect work performance and effectiveness within the organization. Cause may include, but not be limited to, the following:

a. Fraud in securing employment.
b. Incompetence, inefficiency, or neglect of duty.
c. Insubordination, willful disobedience of superiors.
d. Dishonesty.
e. Use of alcohol or drugs during business hours.
f. Illegal use or addiction to narcotics.
g. Unauthorized absences from duty or willful abuse of PTO leave privileges.
h. Excessive absence because of illness or personal problems.
i. Failure to comply with the Commission's policies and procedures, rules and regulations, and state and Federal mandates applicable to the Commission.
j. Misuse of Commission resources, property, equipment, phones, or supplies for personal use or private business.
k. Failure to cooperate reasonably with his/her supervisor or fellow employees.
l. Discourteous treatment of the public or other employees.
m. Failure to adequately observe any rule specifically stated in this manual or as required by the immediate Supervisor.
n. Abusive treatment of superiors or fellow employees.
o. Failure to obey a supervisor's reasonable request.
p. Failure to adequately observe the rules regarding working hours and leave time.
q. Unlawful harassment or abuse, including sexual harassment.
r. Poor work performance.

s. Any conduct tending to bring the reputation of the Commission into disrepute.
t. Conviction of a misdemeanor or felony.
u. Theft
v. Use of a Commission computer or other electronic communication tool to access, view, download, or otherwise obtain obscene matter as defined in the penal code except as may be allowed to conduct a disciplinary investigation.

Responsibility for the administration of discipline rests primarily with the Executive Director. It is a fundamental policy of the Commission to treat its employees fairly; therefore, every effort will be made to ascertain facts before discipline is imposed.

9.3 Procedures
9.3.1 Oral reprimand
The employee shall be counseled concerning the unsatisfactory areas of work and shall be informed about methods of improvement, or the Executive Director may issue oral reprimands as necessary to ensure corrective action. The seriousness of the offense will dictate whether oral or written reprimands or other corrective action is taken prior to initiating action to suspend or dismiss an employee.

9.3.2 Written reprimand
In cases where the oral reprimand has not been successful or where the infraction of the rules and regulations has been of a serious nature, the written reprimand shall be employed. The purpose of the written reprimand will be to call the attention of the employee to serious defects in his/her work. The written reprimand should include a detailed statement of the problem and a notation to the effect that the problem was discussed with the employee. The employee must sign the written reprimand, acknowledging a copy thereof. A copy of the written reprimand must be included in the employee's personnel file. Only the Executive Director may issue a written reprimand. The employee may respond to the written reprimand and such response shall be placed in the employee's personnel file.

9.3.3 Dismissal
When reprimands fail to affect satisfactory performance, or when the employee infraction is serious as determined by the Executive Director, the employee shall be subject to dismissal. Reprimands are not a prerequisite to a dismissal.

ARTICLE 10 – TERMINATION OF EMPLOYMENT
Employment with the Commission is At-Will. An at-will employee may be terminated at any time without the right to appeal except as provided by law.

10.1 Voluntary Separation
An employee who wishes to resign in good standing shall notify the Executive Director in writing at least two (2) weeks prior to his/her final day of work.

10.2 Dismissal
Any regular employee may be terminated for cause at any time by the Executive Director. (“Cause” is further defined in Disciplinary Actions, Section 9.2).

10.3 Death
Upon receipt of a death certificate, the Executive Director shall issue the proper forms to the Retirement System for disbursement of all remaining benefits to survivors. All salary due and
payment of any accumulated benefits shall be promptly paid in accordance with the provisions of the Designation of Beneficiary form on file in the employee's personnel file. No payment shall be made to the estate of the deceased until sufficient proof of right to such settlement is received.

10.4 Layoff
Whenever it becomes necessary to terminate an employee due to a lack of funds or because the necessity for a position no longer exists, the Executive Director may declare a position vacant. Employees whose positions are declared vacant shall be notified at least thirty (30) days prior to termination.

10.5 Retirement
When an employee elects to retire, she/he must notify the Executive Director in writing at least one (1) month prior to the effective date of his/her retirement.

10.6 Employee’s Notice of Resignation
When an employee wishes to resign and submits his/her letter of resignation, no more than two (2) weeks advance notice time will be approved without the Executive Director's permission.

ARTICLE 11 – DRUG-FREE WORKPLACE POLICY

11.1 Introduction
The Commission, as an organization contracting with State and Federal agencies, is committed to providing and maintaining a drug-free workplace consistent with the provisions of the Drug-Free Workplace Act of 1988. Based upon a concern for the employee and the public we serve, the Commission has formulated a policy regarding substance abuse. This policy is designed to ensure a workplace free from the problems associated with substance abuse and assist those employees who seek help in eliminating a problem with or dependency on drugs or alcohol.

The unlawful manufacture, possession, distribution, dispensation, possession, sale, or use of a controlled substance while on duty, while on Commission property, while attending business-related activities, or while using a personal vehicle for Commission business is strictly prohibited and may lead to Disciplinary Action, including suspension without pay or discharge. The Commission may refer the employee to approved counseling or rehabilitation programs.

Alcohol abuse is highly detrimental to the safety and productivity of employees in the workplace. The Commission encourages its employees who drink, to drink responsibly. Moreover, the Agency strictly prohibits its employees from being intoxicated or impaired by alcohol while on duty, while on Commission property, while attending business-related activities, or while using a personal vehicle for Commission business. The Commission may discipline an employee engaging in prohibited behavior, including suspending the employee without pay or discharging the employee. The Commission may refer the employee to approved counseling or rehabilitation programs.

11.2 Procedure
a. All employees are required to report to work fit for duty and remain in such condition during the workday. Being intoxicated or impaired by alcohol or under the influence of controlled substances is strictly prohibited.

b. The use of alcohol on Commission premises is strictly prohibited. Violations will result in disciplinary action determined on an individual basis.

c. The use, distribution, or possession of controlled substances is prohibited. Employees
guilty of manufacture, dispensation, use, possession, or distribution on the job are subject to discharge and/or prosecution.

d. The use, possession, dispensation, or distribution of controlled substances not in accordance with a prescription for the individual on the job is prohibited and an employee engaging in such behavior is subject to discharge and/or prosecution.

e. As a condition of employment, each employee must: (1) abide by the Commission’s Substance Abuse and Drug Free Workplace policy; and, (2) notify the Executive Director of any conviction for a criminal drug violation occurring in the workplace within five (5) days after such conviction. The Executive Director is required to report such conviction to the applicable agencies within ten (10) days after receipt of notice of conviction.

11.3 Treatment

a. Alcohol and drug abuse are recognized as treatable diseases. If an employee seeks assistance in overcoming an abuse problem, the Commission will assist the individual in obtaining help and/or treatment. The responsibility for dealing with the problem rests, however, with the employee.

b. A request for help will be treated confidentially and, subject to the provisions of this policy, will not affect an employee’s future employment and promotional opportunities.

c. If an individual does not seek help and on-the-job performance is affected, or if job performance, even for an individual under treatment, is affected by continuing abuse or otherwise, the Commission will take disciplinary or other action, if it deems appropriate. The steps outlined in Article 9, Disciplinary Actions, will be followed depending on the facts and circumstances involved in each situation.

ARTICLE 12 – UNLAWFUL HARASSMENT POLICY

12.1 Introduction

The Commission is committed to providing a work environment free of unlawful harassment. Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals and is prohibited by Federal and State law. Neither harassment nor sexual harassment will be tolerated by the Commission. It will, therefore, be a violation of Commission policy for any employee to engage in any of the acts or behaviors defined below, and such misconduct will subject an employee to corrective action up to and including immediate dismissal.

This policy applies to all employees, officers and directors, including managers, supervisors, and Commissioners. Management shall establish appropriate communications to ensure that non-employees (contractors, vendors, trades people, etc.) on the premises are also made aware of and adhere to this policy.

An employee who believes harassment, sexual or otherwise, is or may be occurring, should immediately report the conduct by following the procedure described below, without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.

12.2 Definitions

a. Harassment – Verbal, physical, or visual conduct of a racial, ethnic, religious, or other type which impairs an employee’s ability to perform his/her job.

b. Sexual Harassment – Unwelcome sexual advances, requests for sexual favors and other verbal, visual, or physical conduct of a sexual nature which meets any one of the following three criteria:

1. Submission to such conduct is explicitly or implicitly made a term as a condition of employment; or

2. Submission or rejection of such conduct is used as a basis for employment decisions; or
3. Such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive work environment.

c. Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, and that fails to respect the rights of others. Sexual harassment may take different forms. One specific form is the demand for sexual favors. Other forms of harassment include:

1. Verbal: Sexual innuendoes, suggestive comments, joke of a sexual nature, sexual propositions, and threats.
2. Non-Verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
3. Physical: Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

12.3 Procedure

a. An employee who believes harassment is or may be occurring should immediately report the conduct to one or more of the following: the Executive Director, Human Resource Manager, or Senior-Level Manager.

b. A prompt, thorough, and impartial inquiry of the report will be conducted depending on the circumstances. The Executive Director may request that the inquiry be conducted by a neutral party to thoroughly investigate.

c. To ensure reasonable confidentiality, the person who receives the report is to notify only those persons necessary to thoroughly investigate.

d. To ensure protection of the complainant and/or others involved in the investigation from retaliation, any person who engages in retaliating or confronting behavior will be subject to disciplinary action, up to and including immediate discharge from employment.

e. The complainant will be informed of the results of the investigation and any action taken.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 Purpose

The purpose of the Commission’s grievance procedure is to state the policy and provide the means for employees and management to communicate together to solve grievances in an orderly manner within a reasonable time period.

13.2 Policy

The Commission’s employee relations policy emphasizes open door practices in which employees have the opportunity to deal directly with the Executive Director, regarding complaints or conditions of employment. Each employee is encouraged to discuss work-related complaints or problems with their supervisor and/or management.

13.3 Complaints or Problems that are Grievable

Complaints or problems that are grievable may include:

a. An act, occurrence, or attitude either expressed or implied, resulting in injustice and/or having been oppressed or injured.

b. A feeling that insufficient consideration has been given to an individual or group alleging that they have been treated improperly or unfairly.

c. A condition of employment or application of a policy that the employee thinks is unjust or inequitable.

d. A complaint regarding harassment/sexual harassment where the complainant does not believe that the review under Article 12 adequately addressed the situation.

13.4 Complaints or Problems that are Not Grievable

Complaints or problems that are not grievable may include:
a. Dissatisfaction or a dispute with a performance evaluation or disciplinary action:
   1. An employee dissatisfied with a performance evaluation shall have the option of writing a letter to be included in the employee’s file expressing the employee’s reasons for the dissatisfaction.
   2. An employee who disputes a disciplinary action shall follow the procedures for redress under the section for disciplinary actions.

13.5 Procedure
   a. For the purpose of addressing complaints and problems, the employee must first seek assistance by contacting the Executive Director, verbally or in writing. The Executive Director will be responsible for handling the complaint as an important business matter, making every effort to resolve the problem through discussion with employees involved with the complaint.
   b. If the employee complaint involves the Executive Director or if the employee does not feel free to express the concerns to the Executive Director, the employee may contact the Commission’s Chairperson to investigate the situation and assist in resolving the complaint or mediating the dispute. The employee must put the complaint in writing addressed to the Chairperson of the Commission.
   c. An employee may ask another employee to be present at a complaint discussion.

ARTICLE 14 – EQUAL EMPLOYMENT OPPORTUNITY POLICY

14.1 Introduction
The Commission maintains a policy of non-discrimination with respect to employees and applicants for employment. The Commission provides a workplace of equal employment opportunity without regard to race, color, ethnic group identification, disability, religion, gender, marital status, age, national origin, sex, or sexual orientation.

Equal employment opportunity (EEO) is defined as the right of all persons to be accorded full and equal consideration for employment, retention, and advancement on the basis of merit. It is the responsibility of all supervisors to assure the application of the EEO policy in their area of control.

14.2 Policy Statement
It is a basic policy of the Commission to provide equal employment and advancement opportunities to all persons without regard to race, color, ethnic group identification, disability, religion, gender, marital status, age, national origin, sex, or sexual orientation. This policy applies to all aspects of personnel policy and procedures.

14.3 Policy Elements
   a. No discriminatory practice toward minorities, women, the disabled, or any other protected class will be tolerated. Any employee, supervisor, or manager involved in any such practice faces disciplinary action up to and including dismissal. This includes the use of racial, ethnic, or religious slurs, and sexual harassment.
   b. All Commission personnel, recruitment, and selection policies and procedures will be reviewed to determine that they do not have an adverse effect on minorities, women, or disabled persons.
   c. Every appointment process will be considered to be an opportunity to further equal employment opportunity goals and will be utilized as such. It is the Commission’s goal to achieve a balanced work force by race, ethnicity, and sex.
ARTICLE 15 – RELATIONSHIP OF PERSONNEL MANUAL TO EXECUTIVE DIRECTOR AND OTHER CONTRACT EMPLOYEES.

Except where written herein, where a conflict exists between the policies herein and the contract of the Executive Director and other contract employees, the terms of the contract shall prevail.

ACKNOWLEDGMENT FOR RECEIPT OF POLICIES AND PROCEDURES MANUAL

I have received a copy of the Manual and have read and understand its contents.

_________________________________   __________________________
Employee Name (Please Print)    Date

_________________________________   __________________________
Employee Signature      Date

_________________________________   __________________________
Supervisor’s Signature     Date
APPENDIX A

IMPERIAL COUNTY TRANSPORTATION COMMISSION

ORGANIZATIONAL CHART*

*Approved by the Commission January 1, 2012
APPENDIX B

IMPERIAL COUNTY TRANSPORTATION COMMISSION

JOB CLASSIFICATIONS

Executive Director
Transit Program Manager/Senior Transit Planner
Regional Transportation Planner
Transportation Planner
Executive Assistant/Secretary to the Commission
Office Assistant
CLASS: EXECUTIVE DIRECTOR

BASIC FUNCTION

Under the direction of the Governing Board, the Executive Director's duties shall be to plan, organize, direct, and review the activities and operations of the Imperial County Transportation Commission; to implement and administer Commission policies and directives in accordance with their Policies and Procedures Manual, and to provide highly responsible and complex administrative support to the Governing Board.

ESSENTIAL FUNCTIONS

Direct and participate in the operation and activities of the ICTC. Develop, plan and implement ICTC goals and objectives; recommend and administer policies and procedures to ensure effective and efficient operations. Forecast funds needed for program implementation, staffing, and materials. Direct, oversee, and participate in the development of the annual Overall Work Program; transit work plan, assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods, and procedures. Prepare a variety of technical papers, administrative reports, and public communications. Prepare directives and informational reports for distribution to member cities and County. Represent ICTC in meetings with State and/or Federal agencies, as well as meetings with local and regional groups and organizations. Oversee the management of State and Federal grant programs and consulting contracts. Select, train, motivate, and evaluate personnel; provide or coordinate staff training. Ensure ICTC compliance with appropriate laws, rules, and regulations. Act as intergovernmental affairs liaison for the commission. Perform additional duties as assigned.

KNOWLEDGE AND ABILITIES

Knowledge of:
Principles and practices of regional transportation planning. Principles of transportation program development and management, including the relationship between Federal, State, regional and local transportation planning activities. Principles of public administrative and policy development. Principles and practices of personnel management including selection, training, safety, supervision, and evaluation. Local, State, Federal laws, rules and regulations pertaining to regional transportation planning. Principles and practices of budget development and administration and related funding sources. Transit, air quality, planning, and assessment district financing is desirable.

Ability to:
Organize and direct the staff and activities of a regional transportation planning agency. Develop and administer a comprehensive regional transportation planning program. Supervise and direct the work of supervisory, professional, technical, contract and clerical staff. Effectively represent ICTC to a wide variety of agencies, commissions, and groups. Conduct meetings with community groups, organizations, and government officials. Prepare and administer a complex multi-year budget and capital improvement plan. Monitor agency compliance with pertinent Federal, State, regional and local laws and regulations. Communicate effectively, both orally and in writing; establish and maintain cooperative relationships with governmental agencies, officials, and the public.
EDUCATION AND EXPERIENCE

Education:
Completion of a bachelor's degree in Public Administration, Planning, Engineering, or closely related field. A Master's degree, AICP, and or P.E. is highly desirable.

Experience:
Seven years of extensive and progressively responsible management, supervisory, and professional experience in transportation planning, program management, construction management, contract administration, and related areas.

Other Requirements:
Must possess a valid Class C California driver's license.

ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents.

_________________________________   __________________________
Employee Name (Please Print)    Date

_________________________________   __________________________
Employee Signature      Date

_________________________________   __________________________
Supervisor’s Signature     Date
CLASS: TRANSIT PROGRAM MANAGER/SENIOR TRANSIT PLANNER

BASIC FUNCTION:
Under general direction of the Executive Director, plans, coordinates, organizes and directs the operations of the transit planning system; develops regional transit policy and service programs including system performance measures development and evaluation and planning and budgeting activities.

DISTINGUISHING CHARACTERISTICS:
This position is a senior classification in Transit planning and program administration and includes contract administration and oversight, the development of regional transit policy, capital and service plans as well as responsibility for system evaluation through performance measurement and data used in section and agency reporting, planning and budgeting activities. The Transit Program Manager is the senior-level classification in the transportation/transit planner class series.

ESSENTIAL FUNCTIONS:
Oversee professional, technical and clerical staff engaged in the development of the Imperial County Transportation Commission (ICTC) Transit Strategic Plan and Service Guidelines and its required reports and updates.

Oversee professional and technical staff responsible for the collection and analysis of data in support of various transit services.

Develop and implement short and long-range plans and projects to expand, enhance and maintain transit services and infrastructure in Imperial County; coordinate development plans with state jurisdictions, public agencies, elected officials, community groups, and general public.

Coordinate project planning with ICTC staff from the Transportation Division.

Assure public participation and community outreach to ensure equal access to information regarding programs and services.
Provide consultation through the Consolidated Transportation Services Agency (CTSA) and serve as the technical resource for transit planning and operations to member agencies, community advocates, organizations and members of the public.

Serve as the lead negotiator on transit planning and operational contracts and consultant services.

Research, develop and submit grant proposals and funding requests to maintain operations, complete planning and capital improvements projects.

Research and provide program and project recommendations to lower operating and capital costs, monitor and evaluate program effectiveness and operational efficiency to meet community needs, facilitate transportation choices and achieve goals of climate change and related initiatives for Sustainable Community Strategies (SCS).

Coordinate with staff to develop measures and report on transit performance levels; recommend policies that affect appropriate measurement of transit service performance; develop and supervise analytical review and evaluation of process improvement initiatives.

Develop analysis and track key financial and system performance metrics required for reports to Executive Director and Commission and as data input in the development of Transit operating budgets and grant programs.

Conduct various research projects; ensure appropriate project scope and methodology that address targeted issues; supervise and coordinate the development, presentation and communication of research results and resulting recommendations regarding transit policies, programs and projects to management, elected officials, and community groups.

Provide supporting data and recommendations to management in the formulation of ICTC operating and program budgets; develop, manage and administer grants; authorize expenditures within designated authority level; monitor budget and maintain expenditures within approved levels as required.

Participate and represent ICTC in countywide work groups, project teams, committees and task forces; prepare and deliver presentations to elected officials, regional transportation authorities and related groups.

Oversee administrative support and professional staff; contract providers through competitive bid process and hire staff consistent with assigned hiring authority; create harmonious working relationships and ensure consistent application of personnel policies, contract provisions and hiring guidelines; fulfill required responsibilities with regard to processing and adjudication.

Establish goals, objectives and performance standards for performance measures and services in transit planning.

Assist with the hiring, training and development of staff; assist with the performance review of staff.

Performs related duties as required.

**SALARY RANGE:**
$69,602 – $86,717 Annual

**Knowledge, Skills, Abilities, Qualifications and Experience**
KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Knowledge of transit service and facilities planning principles, practices and methodologies.
Knowledge of current laws, regulations, codes to ensure program compliance with local, state and federal requirements.
Knowledge of transportation service demand forecasting principles, methodologies and practices.
Knowledge of project management principles and budget techniques and principles.
Knowledge of generally accepted research principles, methodologies and protocols.
Skill in organizing, interpreting and analyzing data and other technical information.
Strong leadership and interpersonal skills
Strong written and communication skills.
Research methods and report writing techniques.
Records management methods and procedures.
Principles and practices of management and personnel administration.
Financial and budgetary administration.
Public speaking and presentation techniques.

ABILITY TO:
Communicate effectively, using clear and persuasive oral and written communication skills.
Plan, coordinate, and control operations and activities.
Evaluate services to assure compliance with established laws, regulations and standards.
Formulate, implement, interpret, and explain laws, regulations, policies and procedures.
Collect and analyze information and data.
Establish effective working relationships with local, state, and federal agencies.
Work effectively with public officials and general public.
Monitor, train, and assist with the evaluation of personnel.
Analyze situations and develop an appropriate approach to issues.
Prepare and present information in a public setting.

EDUCATION AND EXPERIENCE:
- A Bachelor’s Degree or above in public or business administration, planning or related field and five years of progressively responsible Program Administration/Management experience in transit operations and planning.

LICENSES AND OTHER REQUIREMENTS:
A Valid California Driver's License.

WORKING CONDITIONS:
ENVIRONMENT: Office environment; occasional driving.

PHYSICAL REQUIREMENTS:
Position requires dexterity of hands and fingers to operate computer; seeing to drive; hearing and speaking to receive information and make presentations.

This is an exempt At-will professional position.

ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents.
POSITION TITLE:  TRANSPORTATION PLANNER - REGIONAL TRANSPORTATION PLANNING AND PROGRAMMING

BASIC FUNCTION:
Under general direction of the Executive Director, coordinates and organizes the regional transportation planning functions of the Imperial County Transportation Commission (ICTC); Federal and state grant development and reporting; Prepares and presents transportation plan and reports; Administers various transportation related programs; performs transportation studies and analysis, Title VI Report, and Disadvantage Business Enterprise (DBE) Report; develops Requests for Proposals (RFP); Supervises and provides technical support to the development of the Imperial County Long Range Transportation Plan and the Multi-County Regional Transportation Plan; Develops and administers the State and Federal Transportation Improvement Programs; Provides staff support to the Commission and it’s technical and policy advisory committees; and assists with the collection, analysis and development of regional transportation data.

DISTINGUISHING CHARACTERISTICS:
The Regional Transportation Planner for Transportation Planning and Programming is in the class series that includes the Transportation Planner, Associate Transportation Planner, and the Senior Transportation Planner.

ESSENTIAL FUNCTIONS:
Oversee the preparation and administration of the State and Federal Transportation Improvement Programs (TIPs), Air Quality Conformity Analyses, Title VI Report, and DBE Report, and assists with the development of the ICTC Short and Long-range Transit Plans and studies, and its required reports and updates as necessary.

Coordinate, organize and assist with regional transportation and transit programs and services; assist with the development of transportation and transit policy; assist with the collection and analysis of data in support of various ICTC transportation programs and services.

Assist with the development of long and short-range plans to expand, enhance and maintain transportation infrastructure in Imperial County, development plans with state and federal jurisdictions, public agencies, elected officials, community groups, and general public.
Assist with the planning and project development process for transportation improvements as needed. Oversees system performance measures; collects and uses data to develop measures and reports to support performance; and to develop recommendations.

Monitors grants and contracted programs; maintains reports in compliance with state and federal mandates.

Conduct research and analysis for various projects and funding sources in support of transportation programs and services such as discretionary grant for planning or capital improvements; assist or lead the coordination, development grant applications; and presentation of results and recommendations to management, staff and Commission as need.

Coordinate, negotiate, and oversee contractor, vendor service, supply and other related contracts as required; authorize expenditures within designated authority level; monitor contract budget and maintain expenditures within approved levels.

Participate, coordinate and represent ICTC in a variety of work groups and trainings, various committees and task forces and technical advisory committees in Imperial County, throughout the State of California, other U.S. states and Mexico as needed.

Prepare and deliver presentations to elected officials, regional transportation authorities, transportation boards and related groups.

Maintain, prepare or supervise the development of a variety of annual compliance reports.

Performs related duties as required.

**Experience, Qualifications, Knowledge, Skills**

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

- State and federal multi-modal transportation and transit planning principles, procedures, legislation, regulations and funding processes
- Transportation service planning principles, practices and methodologies
- Transportation demand forecasting principles, methodologies and practices
- Project management and contract administration principles and techniques
- Advanced concepts, principles, techniques, and legal aspects of integrated urban, rural and regional land use and transportation and multimodal transportation planning and implementation
- Advanced interdisciplinary practices, analytic tools and recent trends affecting transportation and urban or rural planning
- Basic transportation and traffic engineering principles and transportation/transit facilities design, construction, and maintenance practices
- Basic statistical research and reporting methods, techniques and procedures, and report writing techniques.

**ABILITY TO:**
Communicate effectively both in English and Spanish, using clear and persuasive oral and written communication skills. Successfully prepare grant proposals and applications for transportation studies, transportation service or capital projects.

Successfully manage multiple complex projects with aggressive schedules independently and in collaboration with staff, consultants, and representatives of local, regional, state and federal agencies.

Collaborate with planners, traffic and transportation engineers to develop and evaluate alternatives, selection of preferred options, and preparation of recommendations on policies, plans and projects.

Research, interpret, implement, and explain laws, regulations, policies and procedures.

Collect, organize, interpret and analyze data and other technical information and make effective recommendations.

Establish effective working relationships with local, state, and federal agencies, public officials and general public.

EDUCATION AND EXPERIENCE REQUIREMENTS:

Must be able to perform complex, accurate calculations and data analysis, prepare correspondence and technical reports as well as establish and maintain effective working relationships with others. Strong writing and communication skills are essential. Possession of a valid California driver’s license is required.

Transportation Planner: Any combination of training, education and experience which would provide the required knowledge and abilities; a Bachelor’s degree from a four-year college or university with a degree in Public Administration, Urban or Regional Planning, Transportation Planning or Engineering or related field; or a Master’s Degree in a related field is desirable.

Associate Transportation Planner: Education requirements similar to the Transportation Planner as well as three or more years of progressively responsible professional experience in Transportation Planning or Engineering.

Senior Transportation Planner: Education requirements similar to the Transportation Planner as well as five or more years of related professional experience in a lead capacity in Transportation Planning or Engineering and a demonstrated ability to serve as a subject matter specialist and mentor to other transportation planners while performing complex assignments under minimum supervision.

COMPENSATION:

The annual salary range for the Transportation Planner position is $37,272 - $56,040; Associate Transportation Planner $55,428 – $65,172; and Senior Transportation Planner is $66,912 - $80,724.

LICENSES AND OTHER REQUIREMENTS:
A Valid California Driver's License.

WORKING CONDITIONS:
ENVIRONMENT: Office environment; driving as needed.

PHYSICAL REQUIREMENTS: Dexterity of hands and fingers to operate computer; seeing to drive; hearing and speaking for public presentations.

This is an exempt at-will professional position.

ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents.

_________________________________   __________________________
Employee Name (Please Print)    Date

_________________________________   __________________________
Employee Signature      Date

_________________________________   __________________________
Supervisor’s Signature     Date
CLASS: TRANSPORTATION PLANNER

BASIC FUNCTION:

Under general direction of the Executive Director, assist with the coordination, planning and organizing of transit services; oversight of service programs and projects including system performance measures; collects and uses data to certify compliance and eligibility; develops and monitors grants and contracted programs; maintains reports in compliance with state and federal mandates.

DISTINGUISHING CHARACTERISTICS:
This position is the entry-level in transportation/transit planner class series and includes the monitoring and coordination of transit services and programs. The Transit Program Manager Senior Planner is the senior-level lead classification in the class series.

ESSENTIAL FUNCTIONS:

Assist with the development of the Imperial County Transportation Commission (ICTC) Transit Strategic Plan and Service Guidelines and its required reports and updates.

Assists with the coordination, planning and organization of transit programs and services; assist with the development of transit policy; assist with the collection and analysis of data in support of various ICTC transit programs and services.

Assist with the development of long and short-range plans to expand, enhance and maintain transit services and infrastructure in Imperial County, development plans with state and federal jurisdictions, public agencies, elected officials, community groups, and general public.

Assist with the service and project planning for Transportation as needed.

Assist with the monitor of programs to maintain transit service levels; develop reports in support of performance levels; recommend appropriate measures of transit service performance; assess and conduct on-site review and observations to assure service compliance; complete documentation and submit to senior staff for review.

Assist with the maintenance and oversight of the development and maintenance of the various bus stop benches located on bus routes; audit bus route schedules for efficiency as needed; prepare and submit monthly NTD compliance reports.
Conduct research and analysis for various projects and funding sources in support of transit programs and services, assist with the coordination, development and presentation of results and recommendations to senior staff and Commission as needed.

Assist with the research, development and submittal of grant proposals and funding requests to maintain operations, complete planning and capital improvements projects.

Conduct the ADA certification and eligibility process in transit services; monitor and determine eligibility; process and maintain database and confidential files to assure compliance.

Assist with the coordination, negotiation, and oversight of contractor, vendor service, supply and other related contracts as required; recommend expenditures within designated authority level; assist with the monitoring of contract budgets and maintenance of expenditures within approved levels.

Assist with the review and oversight of contractor and consultant projects and services to maintain compliance with local, State and federal requirements.

Participate and represent ICTC in a variety of work groups, coordinate various committees and task forces such as TAC and SSTAC.

Prepare and deliver presentations to elected officials, regional transportation authorities, transportation boards and related groups.

Participate in OES quarterly meetings and training exercises as needed; represent ICTC in countywide evacuation and transportation needs with primary focus on Logistics.

Maintain and prepare a variety of annual compliance reports; attend training and meetings as needed.

Performs related duties as required.

**SALARY RANGE:**

$37,272 - $56,040 Annual – Transportation Planner

*$55,428 – $65,172 Annual – Associate Transportation Planner

*$66,912 - $80,724 Annual – Senior Transportation Planner

* = Associate and Senior level positions are not described in this document.

**Knowledge, Skills, Abilities, Experience, and Qualifications,**

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Transit service planning principles, practices and methodologies.
Transportation service demand forecasting principles, methodologies and practices.
Skill in organizing, interpreting and analyzing data and other technical information.
Analyze situations and develop an appropriate approach to issues.
Research methods and report writing techniques.
Prepare and present information in a public setting.
Communication and interpersonal skills.

**ABILITY TO:**

Work independently with minimal supervision or direction.
Meet multiple deadlines and schedules.
Prepare and present narrative reports using qualitative and quantitative data.
Communicate effectively both in English and Spanish, using clear and persuasive oral and written communication skills.
Formulate, implement, interpret, and explain laws, regulations, policies and procedures.
Collect and analyze information and data. Establish effective working relationships with local, state, and federal agencies. Work effectively with public officials and general public.

**EDUCATION AND EXPERIENCE:**
Any combination equivalent to the following:
- A Master's Degree in public or business administration, planning or related field; Or
- A Bachelor's Degree in public or business administration, planning, or related field and one year of transportation experience; Or
- Three years or more of progressively responsible experience in administration in a governmental agency OR two years of college coursework in the subject areas described; Or
- Five years or more of progressively responsible administrative support experience.

**LICENSES AND OTHER REQUIREMENTS:**
A Valid California Driver's License.

**WORKING CONDITIONS:**
ENVIRONMENT: Office environment; driving as needed; field work such as conducting site inspections and ride-a-longs.

PHYSICAL REQUIREMENTS: Dexterity of hands and fingers to operate computer; seeing to drive; hearing and speaking for public presentations.

This is an exempt at-will professional position.

**ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION**

I have received a copy of the Job Description and have read and understand its contents.

_________________________________   __________________________
Employee Name (Please Print)    Date

_________________________________   __________________________
Employee Signature      Date

_________________________________   __________________________
Supervisor's Signature     Date
CLASS TITLE: EXECUTIVE ASSISTANT/SECRETARY TO THE COMMISSION

BASIC FUNCTION:

Under general direction of the Executive Director, performs a variety of complex and responsible specialized secretarial duties requiring knowledge of the policies, procedures, rules and regulations related to Imperial County Transportation Commission (ICTC); provide specialized assistance and information regarding office procedures and services to staff, public officials, and the public; take and prepare official minutes of ICTC meetings and organizes records; provides administrative support to staff.

DISTINGUISHING CHARACTERISTICS:

Responsible for front and back office activities including the reception area, coordinating office services and related activities, serves as Secretary to the Commission; takes and prepares official minutes of Board and sub-committees. Provide administrative clerical support to ICTC Executive Director and staff.

ESSENTIAL FUNCTIONS:

Perform a variety of specialized clerical duties; prepares letters and reports and other materials for signature or approval; answer phones and provide walk in customer service; prepare and maintain comprehensive records and files; assure confidentiality of sensitive information.

Serve as Secretary to the Board, coordinates all ICTC meetings, prepares agendas and minutes for the Commission and various subcommittees, prepares Agendas and minutes for the Local Transportation Authority, and records and files contracts, resolutions, and minute orders for ICTC and LTA.

Attend ICTC meetings as required to obtain information needed to communicate actions taken, maintains index of resolutions and actions taken at Commission meetings, researches material for ICTC members, maintains records of attendance at Commission and sub-committee meetings in compliance with the Brown Act; maintains ICTC Commission files and prepares for files for storage and retrieval.

Communicate with a variety of personnel to exchange information, explain policies and procedures and coordinate activities.
Prepare and maintain alphabetical and numeric records and files; perform mathematical computations and prepare statistical and financial reports as required.

Compile, organize, evaluate and interpret technical data pertinent to the assignment; complete, review and process a variety of forms and other written materials according to established guidelines.

Serve as an administrative clerical resource and support regarding ICTC; provide procedural guidance and technical assistance as needed; explain new policies, procedures and legal requirements as needed.

Assist senior staff with the monitoring of interns, extra-help, temporary and other clerical support staff as needed.

Maintains and monitors Overall Work Plan Funds to SCAG including the submittal of invoices and completed timesheets; accounts for payment.

Coordinates meeting arrangements and maintain calendar updates for staff as needed.

Develops correspondence and support letters to the various member agencies for project development and grant submittals.

Arrange and prepare conference and travel arrangements for staff as needed including registration and payment for conference and/or scheduled meeting. Ensures employees have per diem, mileage and checks on time; files claims for payment.

Provide clerical assistance with the development and submittal of the Regional Transportation Improvement Program (RTIP) and State Transportation Improvement Program (STIP) amendments as requested.

Assists senior staff with the review of ADA applications for completeness, draft eligibility and certification letters as requested; communicate with public regarding certification status, assist Transit by contacting medical care providers as needed; and assist staff with Limited-English eligibility and documentation.

Assist in the maintenance of paper and electronic files for operational statistics and technical library, process transit invoices and update spreadsheets/graphs, provide documentation to consultants, auditors and other agencies upon request.

Assist in the preparation and maintenance of transit performance spreadsheets; create and maintain a master calendar of suspense dates for insurance updates, contract renewals and terminal inspections.

Provide administrative clerical support for the development and submittal of grant documentation, grant reporting, completed TDA claims, city resolution, transit and fiscal audits.

Assist with the preparation of the monthly and annual NTD reports, and provide clerical support during the annual fiscal audit process.
Maintains, supports, and promotes a safe work environment while complying with all of ICTC safety rules, policies, and procedures
Performs related administrative clerical duties as required.

**SALARY RANGE:**
$29,700 - $47,952 Annual

**KNOWLEDGE AND ABILITITES:**

**KNOWLEDGE OF:**
ICTC organization, operations, policies, and procedures. Records management methods and procedures. Laws, rules, and procedures pertaining to official records of a public agency such as the Brown Act, record-keeping techniques, including indexing systems and logs of proceedings and records. Modern office equipment and procedures, computer software applications. English and Spanish usage, grammar, punctuation, and spelling. Basic arithmetic.

**ABILITY TO:**
Communicate effectively in both English and Spanish using clear and persuasive oral and written communication skills. Record and accurately transcribe minutes of meetings. Gather, compile, and analyze data. Understand and carry out oral and written instructions. Establish and maintain filing systems. Meet assigned deadlines. Maintain confidential information. Interact effectively with employees, elected/appointed officials, and the general public.

**EDUCATION AND EXPERIENCE:**
Any combination of three (3) years’ responsible secretarial and/or administrative experience OR 5 years of increasingly responsible secretarial and/or administrative experience supplemented by courses in business English and office procedures.

**LICENSES AND OTHER REQUIREMENTS:**
A Valid California Driver's License.

**WORKING CONDITIONS:**
ENVIRONMENT: Office environment; occasional driving as needed.
PHYSICAL REQUIREMENTS: Dexterity of hands and fingers to operate computer; seeing to drive; hearing and speaking to receive information.

This is an At-Will exempt administrative support position.

**ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION**

I have received a copy of the Job Description and have read and understand its contents.

_________________________________   __________________________
Employee Name (Please Print)    Date

_________________________________   __________________________
Employee Signature      Date
CLASS: OFFICE ASSISTANT

BASIC FUNCTION:

Under general direction of the Executive Director, performs a variety of administrative and outreach duties; provide specialized assistance and services to staff, public officials, and the public; provide back-up support to take and prepare official minutes of ICTC meetings and organizes records; and, provides administrative support to staff. The employee will also be responsible to provide administrative and outreach duties to support the ICTC and Southern California Association of Governments (SCAG’s) regional office activities.

ESSENTIAL FUNCTIONS:

- Acts as receptionist; answers incoming calls; receives and greets the public; takes messages; schedules meetings and conference calls.
- Provides information regarding the agencies to interested parties.
- Coordinates meetings and sets up equipment for videoconferencing.
- Maintains office files; maintains electronic database of contacts.
- Assists with preparation of meeting minutes and a variety of data reporting documents including letters and mailings.
- Orders, receives, inventories, stores, and distributes supplies, forms, and related items; prepares purchase request, and maintains related records.
- Assists with travel arrangements when needed.

Education, Training and Experience:
Equivalent to a high school diploma supplemented by specialized training and course work in business, administration, office practices, or a related field and one year of clerical experience that involves public contact. Bilingual fluency in English and Spanish is required.

Ability to:
Work under general supervision within a broad framework of standard policies and procedures; understand the organizational structure and operations of ICTC, SCAG and its respective member and partner agencies as necessary to assume assigned responsibilities, exercise good judgment, flexibility,
creativity, and sensitivity in response to changing situations and needs; communicate effectively in English and Spanish both orally and in writing; establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work; operate modern office machines and equipment including video conferencing equipment, computers, printers, copiers, and FAX machines; routinely use word processing and spreadsheet computer software applications; record and transcribe minutes of meetings; gather and compile data; understand and carry out oral and written instructions; establish and maintain filing systems; and, meet assigned deadlines.
Knowledge of:
Modern office procedures, methods, and equipment including computer equipment and applicable software programs. English usage, spelling, vocabulary, grammar, and punctuation. Principles and techniques used in dealing with the public. Basic mathematical principles.

SALARY RANGE

$11.35 - $14.75 Hourly

WORKING CONDITIONS:
ENVIRONMENT: Office environment; occasional driving as needed.
PHYSICAL REQUIREMENTS: Dexterity of hands and fingers to operate computer; seeing to drive; hearing and speaking to receive information.

This is an At-Will non-exempt administrative support position. As described in the ICTC Personnel Policies and Procedures (Approved: 07-25-12), a non-exempt means an employee whose position does meet the Federal Labor Standards Act (FLSA) and who is therefore is compensated for overtime of authorized hours work in excess of the approved schedule.

ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents.

_________________________________   __________________________
Employee Name (Please Print)        Date

_________________________________   __________________________
Employee Signature                  Date

_________________________________   __________________________
Supervisor’s Signature               Date
APPENDIX C

ILLNESS AND SAFETY PREVENTION PROGRAM
Workplace Safety Policy Statement

The safety and health of our employees at Imperial County Transportation Commission (ICTC) is our main concern. No employee will be required to do a job that he or she considers unsafe. ICTC will comply with all applicable workplace safety and health requirements and maintain occupational safety and health standards that equal or exceed the best practices in the industry.

ICTC will maintain a safety committee, which consists of management and our employees. Our responsibility will be identifying hazards and unsafe work practices, removing obstacles to accident prevention, and helping evaluate ICTC’s effort to achieve an accident and injury-free workplace. ICTC pledges to do the following:

- Strive to achieve the goal of zero accidents and injuries.
- Provide mechanical and physical safeguards wherever they are necessary.
- Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OR-OSHA safety and health requirements.
- Train all employees in safe work practices and procedures.
- Provide employees with necessary personal protective equipment and train them to use and care for it properly.
- Enforce ICTC safety and health rules and require employees to follow the rules as a condition of employment.
- Investigate accidents to determine the cause and prevent similar accidents.

ICTC recognizes that management and all employees share responsibility for a safe and healthful workplace.

Management is accountable for preventing workplace injuries and illnesses. Management will consider all employee suggestions for achieving a safer, healthier workplace. Management also will keep informed about workplace safety and health hazards and regularly review ICTC’s safety and health program.

Management is responsible for supervising and training workers in safe work practices.

Management must enforce organizational policies and procedures and ensure that employees follow safe practices during their work.

All employees have responsibility for their own safety as well as for the safety of their fellow workers. They are expected to participate in the safety and health program, which includes immediately reporting accidents, hazards, and unsafe work practices to management or safety committee representative, wearing required personal protective equipment when required, and participating in and supporting safety committee activities.

Imperial County Transportation Commission (ICTC)
Mark Baza, Executive Director

Signature Date 7-10-2012
SAFETY AND ILLNESS PREVENTION PROGRAM

It is the policy of the Imperial County Transportation Commission (ICTC) to provide a safe workplace for all of its employees. ICTC management strives to provide a workplace that is as free as possible from conditions and acts that may result in injuries or illnesses.

A. RESPONSIBLE PARTY: The Executive Director is responsible for implementing and maintaining the ICTC safety program. Employees will be verbally instructed in safe work practices. The Executive Director will maintain a log of instructions provided to employees.

B. ANNUAL REVIEW: On an annual basis, the Executive Director will review any accidents that have occurred during the previous year. During this annual review, the Executive Director will review any accident investigations or reports to make sure that a good faith effort to identify the causes for the accident has occurred. The Executive Director is responsible for doing an accident investigation and making a good faith effort to correct the conditions or action that led to the accident.

C. INSPECTION:

(1) On an annual basis a physical inspection will be conducted by designated staff. This inspection will be reviewed by the Executive Director. The Executive Director will be responsible for the correction of the hazards identified from this inspection. Any new hazards will be added to Exhibit A.

(2) In addition to these formal inspections, the Executive Director is responsible for doing an annual informal safety inspection. Correction of any newly discovered hazards will be done by either one or a combination of the following: i) Abatement, ii) Safeguarding iii) Personal protective equipment, or iv) Training. Communication and training of new processes, new procedures, new equipment, safety activities, hazards and safe work practices will be done by one or a combination of the following: i) One-on-one conference with the supervisor and the employee, ii) Training sessions, iii) Postings on the ICTC employee bulletin board, or iv) Attachments to the employee’s pay check.

D. TRAINING: Training will be provided to all new employees and employees given new job assignments. The pertinent supervisor is responsible for his/her employees following safe and healthy work practices. Safety will be enforced through disciplinary action or by means of a safety incentive program.

E. REPORTING OF HAZARDS/ACCIDENTS: All employees are encouraged to report any unsafe acts or conditions. Employees may do this by submitting a suggestion in writing by notifying his/her immediate supervisor. These suggestions will be reviewed by the Executive Director. The responsibility of acting on the suggestions lies with the Executive Director.

On an annual basis, the Executive Director will review this safety program to make sure that it is being maintained.
Exhibit A

1. Food and drinks should be kept a safe distance from computer terminals.

2. Objects that could damage equipment should not be placed on computers or cables.

3. Keep all work areas clean. Use the compressed air and glass wipe provided to keep computer keyboards and screens clean.

4. Observe proper posture to avoid back and muscle aches. Utilize wrist rests as required for computer keyboards and mice.

5. Limit computer input sessions to 60-minutes. Break long projects by taking short walks.

6. All computers should be equipped with anti-glare screens or other anti-glare technology.

7. Be sure hands are dry when operating any electrical equipment.

8. If equipment failure occurs, unplug the equipment immediately if it is safe to do so.

9. Immediately notify your supervisor if any problems or accidents occur.

10. Keep all desk drawers and cabinet doors closed to avoid tripping hazards.

11. Electric cords and phone cables must be secured to prevent tripping hazards.

12. Storage areas must be kept clean and orderly.

13. Employees shall not use flammable items, such as candles. Flammable materials must be stored in metal cabinets.

14. All boxes, files, paper, etc. must be removed from any area where they could constitute a tripping hazard and kept away from electrical cords.

15. Employees must be instructed in fire emergency situations.

16. All employees must be instructed on the location of the medicine chest and directed to read related instructions before using any of the medicine chest contents.

17. Hot plates, coffee makers, portable fans, portable heaters, and other electrical appliances must be properly wired and turned off when not in use.

18. Aisles and passageways must be clear to provide easy movement and air circulation.

19. Wash all cups and dishes in soap and hot water after use.

20. Employees shall utilize frequent hand washing with soap and warm water to prevent the spread of germs and bacteria in the workplace.

21. Flashlights will be available throughout the office.
VII. ACTION CALENDAR

B. ICTC/ICERS PENSIONABLE DETERMINATION FOR CURRENT MEMBERS
November 9, 2012

Sedalia Sanders, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Avenue, Suite 1
El Centro, CA 92243

SUBJECT: ICTC-Pensionable Determination for Current Members

Dear Commission Members:

Imperial County Employees Retirement Board requested that ICTC provide a letter requesting that ICERS include “cash-out” Paid Time Off (PTO) time in the compensation earnable items that are available to current ICTC employees.

ICTC understands and acknowledges that the cash out of PTO prior to retirement and during the pensionable year used in the calculation of an ICTC employee pension allowance should be restricted to amount of time earned and paid out during the pensionable year.

Cash out will not exceed one the following requirements:

1. Employees with less than 15 years of service with ICTC would have a maximum of 120 hours of the cashed out PTO time included in compensation earnable.

2. Employees with 15 years or more of service with ICTC would have a maximum of 160 hours of the cashed out PTO time included in compensation earnable.

Additionally, ICTC implemented a “Sell Back” PTO policy for current members that is consistent with ICERS guidelines:

1. General members of ICTC are allowed to sell back an annual amount of PTO time understanding that as of this time, the amount that would be considered to be compensation earnable by ICERS would be restricted to a maximum 48 hours.

2. Management is allowed to sell back an annual amount of PTO time, of this time the amount that would be considered compensation earnable would be restricted to a maximum of 96 hours.
Finally, ICTC will continue working closely with ICERS regarding the new pension reform act and any new changes as a result of the pension act, and what the impact is to ICTC employees.

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Approve the attached draft letter authorizing the Executive Director to send onto ICERS, requesting that cash out PTO be included in the compensation earnable for current members and submitted to ICERS for approval.

Thank you in advance for your consideration of this request.

Sincerely,

Mark Baza
Executive Director

MB/ag/cl
November 2, 2012

Karen Vogel, Chair
Board of Trustees
Imperial County Employees’ Retirement System Board
1221 State Street
El Centro, CA  92243

SUBJECT: ICTC-Pensionable Determination for Current Members

Dear Ms. Vogel,

Imperial County Transportation is requesting that ICERS include “cash-out” Paid Time Off (PTO) time in the compensation earnable items that are available to current ICTC employees.

ICTC understands and acknowledges that the cash out of PTO prior to retirement and during the pensionable year used in the calculation of an ICTC employee pension allowance should be restricted to amount of time earned and paid out during the pensionable year.

Cash out will not exceed one the following requirements:

1. Employees with less than 15 years of service with ICTC would have a maximum of 120 hours of the cashed out PTO time included in compensation earnable.
2. Employees with 15 years or more of service with ICTC would have a maximum of 160 hours of the cashed out PTO time included in compensation earnable.

Additionally, ICTC’s Annual Sell Back of PTO, for current members is consistent with the following ICERS guidelines:

1. General members of ICTC are allowed to sell back an annual amount of PTO time understanding that as of this time, the amount that would be considered to be compensation earnable by ICERS would be restricted to a maximum 48 hours
2. Management is allowed to sell back an annual amount of PTO time, of this time the amount that would be considered compensation earnable would be restricted to a maximum of 96 hours.
Finally, ICTC will continue to work closely with ICERS due to the new pension reform and any new changes as a result of the pension act and the impact to the ICTC employees.

Thank you in advance for your consideration of this request. Please contact me should you have any further questions regarding this matter.

Sincerely,

Mark Baza
Executive Director

MB/ag/cl
C. STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) TRANSPORTATION ENHANCEMENT (TE) CALL FOR PROJECTS FOR FY 2013-14 TO FY 2015-16 – PROJECTS LIST RECOMMENDATION
November 8, 2012

Sedalia Sanders, Chair
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: State Transportation Improvement Program (STIP) Transportation Enhancement (TE) Call for Projects for FY 2013-14 to FY 2015-16 – Project List Recommendation

Dear Commission Members:

ICTC staff was notified of the State Transportation Improvement Program’s (STIP) Transportation Enhancement (TE) funding and revenue estimates provided by the California Transportation Commission (CTC). Approximately $2.5 million may be available for our region over a three year period.

The Call for Projects for the available TE funds was conducted from August 1, 2012 through September 4, 2012. Nine (9) applications were received on September 4th. On September 10, 2012, a scoring committee meeting was held at ICTC offices to complete the review and ranking of all applications submitted. The review committee was comprised of staff from the following agencies: Caltrans, SCAG, ICTC, the County of Imperial; and, the cities of Brawley, Calipatria, El Centro, Holtville, and Imperial.

The evaluation and selection of projects was based on the program guidelines, scoring criteria and projected funds available. All applications were scored per the established criteria by each agency representative, all scores were recorded and the average scores were presented to complete the review and recommendations process for selection. As specified in the TE guidelines the 9 applications were first prioritized based on the documentation related to potential project participation with the Conservation Corps. As stipulated in the program guidelines, all applicants must have solicited the participation of the Conservation Corps and provided documentation of the solicitation and response. The agency applications that submitted Conservation Corps documentation were given first priority. After the prioritized projects were selected then the remaining projects were selected based on the funds remaining and their respective rank in the scoring process. The attached project list summarizes the proposed distribution amounts and available funding.
On September 27, 2012, the TAC reviewed the project listing. The TAC’s recommendation is to proceed with the recommended 2012 TE Project List.

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Approve the 2012 TE Call for Project List for FY 2013-14 to FY 2015-16, for a total of $2.522 million.
2. Direct staff to submit a Formal Amendment No. 13-03 to the 2013 FTIP.

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/vm
## 2012 TE Call for Projects List

<table>
<thead>
<tr>
<th></th>
<th>2013-14</th>
<th>2014-15</th>
<th>2015-16</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Calipatria</strong></td>
<td></td>
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<tr>
<td>Entry Monument Sign</td>
<td>$27,000</td>
<td>$334,000</td>
<td>$361,000</td>
<td>$361,000</td>
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<tr>
<td><strong>El Centro</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dogwood Ave. Beautification &amp; Ped.</td>
<td>$68,000</td>
<td>$445,000</td>
<td>$513,000</td>
<td>$513,000</td>
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<td><strong>Holtville</strong></td>
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<tr>
<td>Acquisition-Abandoned Rail ROW</td>
<td>$226,000</td>
<td>$226,000</td>
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<tr>
<td>Monument Sign (Phase II)</td>
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<tr>
<td><strong>Imperial</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Hwy-86 Fencing</td>
<td>$240,000</td>
<td></td>
<td>$240,000</td>
<td>$240,000</td>
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<tr>
<td><strong>County</strong></td>
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<td></td>
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<tr>
<td>Even Hewes Hwy SR 115 Median</td>
<td>$47,000</td>
<td>$671,000</td>
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<tr>
<td><strong>Westmorland</strong></td>
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<tr>
<td>Center St. Bike/Ped &amp; Landscaping</td>
<td>$61,000</td>
<td>$252,000</td>
<td>$313,000</td>
<td>$313,000</td>
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<td><strong>TOTAL</strong></td>
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<tr>
<td><strong>Proposed</strong></td>
<td>$793,000</td>
<td>$950,000</td>
<td>$779,000</td>
<td>$2,522,000</td>
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<td><strong>Available</strong></td>
<td>$793,000</td>
<td>$950,000</td>
<td>$779,000</td>
<td>$2,522,000</td>
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<td><strong>Over/Under programmed</strong></td>
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<td>$0</td>
<td>$0</td>
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## Not Recommended for Award

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<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td><strong>Brawley</strong></td>
<td></td>
</tr>
<tr>
<td>Downtown Enhancement Project</td>
<td>$TE $891,000</td>
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<tr>
<td><strong>El Centro</strong></td>
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</tr>
<tr>
<td>Welcome Monument Sign - Imperial Ave.</td>
<td>$TE $166,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$189,000</td>
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</table>
VII. ACTION CALENDAR

D. IMPERIAL VALLEY TRANSIT (IVT) SPECIFIC OPERATIONAL ANALYSIS (SOA) – CIRCULATOR BUS DESIGN PROJECT – FY 2012-13
November 9, 2012

Sedalia Sanders, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Imperial Valley Transit (IVT) Specific Operational Analysis (SOA) – Circulator Bus Design Project – FY 2012-13

Dear Commission Members:

ICTC staff recently completed a competitive bid process to acquire a consultant firm for the completion of the project noted above. This project is funded by a federal Sec 5304 planning grant received by the Southern California Association of Governments (SCAG), whom submitted the grant at our request in FY 2009-10 for a maximum amount of $112,500.

The SOA is a planning effort involving the design of circulator bus routes similar to the IVT – Blue and Green lines in El Centro. However these routes would be developed for the Cities of Brawley, Imperial and Calexico.

The project entails a review of existing services and communities, with the level of service provided and the potential for new services and revenues available. The consultant team will spend time reviewing circulation and development plans, trip generators and performance data. The consultant team will conduct a bilingual survey, conduct bilingual public workshops in each City, and interact with City staff to develop recommendations.

After the route designs are developed, individual presentations will be provided by ICTC staff and the consultant team to each City for comment and approval. Ultimately, the designs and City approvals will be presented to the Commission for further decisions on implementation. Actual implementation dates are dependent upon identifying operational funding.

Operational funding has been tentatively identified for the Brawley circulator expected to be called the IVT Gold Line. Therefore priority in the study process has been directed to the IVT Gold Line. An anticipated start date for the IVT Gold Line could be as early as July 2013.

A proposal evaluation committee met on October 16th. The committee was comprised of ICTC, SCAG and staff from the cities of Brawley, Imperial and Calexico whom scored and ranked the proposals. The firms with the top three scoring proposals were then called back for oral interviews conducted on October 30 2012.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
The final ranking of the consultants teams listed below was based on technical qualifications, prior experience, methodology, staff qualifications, attainment of DBE goal of 1.4%, bilingual capabilities and cost.

The ranking is listed as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>RANKING</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>AECOM</td>
<td>1</td>
<td>$109,767</td>
</tr>
<tr>
<td>Parson and Brinkerhoff</td>
<td>2</td>
<td>$112,789</td>
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<tr>
<td>Transit Management Design (TMD)</td>
<td>3</td>
<td>$112,216</td>
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</table>

The grant is for $100,000 and the local match amount of ($12,500) for this project was identified and previously approved in the ICTC FY 2012-13 OWP and budget (7416001-525010).

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Approve the award of the Consultant Agreement for the FY 2012-13 Imperial Valley Transit (IVT) Specific Operational Analysis (SOA) – Circulator Bus Design Project FY 2012-13 to AECOM for the fee of $109,767.
2. Authorize the Chairperson to sign the consultant agreement

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this ______ day of ____________ , 2012, by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION (“ICTC”) and AECOM Technical Services, Inc., a California Corporation (“CONSULTANT”).

WITNESSETH

WHEREAS ICTC desires to retain a qualified individual, firm or business entity to provide professional services for a specific operation analysis for the circulator bus design project (“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.

“Proposal” shall mean CONSULTANT’s proposal for Fiscal Year 2012-2013 Specific Operational Analysis dated October 12, 2012. The proposal is attached as Exhibit A 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. Teri Fenner 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 A.

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 One Hundred Nine Thousand Seven Hundred Sixty Seven Dollars ($109,767.00) 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 A. 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 seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT'S services which are of benefit to ICTC. Said compensation is to be arrived at by mutual agreement between ICTC and CONSULTANT; should the parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the parties.

11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
prepared by CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of ICTC.

12. **INSPECTION.**

CONSULTANT shall furnish ICTC with every reasonable opportunity for ICTC to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to ICTC’s 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. Any reuse of Consultant-prepared work, except for the specific purposes intended hereunder, will be at ICTC’s sole risk and without liability or legal exposure to Consultant.

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.
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>[Determined per Scope of Work]</td>
</tr>
<tr>
<td>Worker’s Compensation, Coverage A</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability, Coverage B</td>
<td>[Determined per Scope of Work]</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>[Occurrence/Aggregate Determined</td>
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<tr>
<td></td>
<td>per Scope of Work]</td>
</tr>
<tr>
<td>Property Damage</td>
<td>[Occurrence/Aggregate Determined</td>
</tr>
<tr>
<td></td>
<td>per Scope of Work]</td>
</tr>
<tr>
<td>Commercial Automobile Liability</td>
<td></td>
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<tr>
<td>(owned, hired &amp; non-owned vehicles)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>[Determined per Scope of Work]</td>
</tr>
<tr>
<td>Property Damage</td>
<td>[Determined per Scope of Work]</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 until after written notice has been given to ICTC per standard ISO ACORD form wording, or 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 shall be attached hereto as Exhibit B and incorporated herein.

17.3.2. ICTC is to be notified promptly of all material 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:**
Attn: Teri Fenner, Principal  
AECOM  
1420 Kettner Blvd., Suite 500  
San Diego, CA 92101

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 thereto.

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

**IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

By: __________________________
Chairperson

**ATTEST:**

By: __________________________
Cristi Lerma, Secretary to the Commission

**CONSULTANT:**

AECOM Technical Services, Inc.

By: __________________________
Teri Fenner, Principal

**APPROVED AS TO FORM:**

MICHAEL L. ROOD
COUNTY COUNSEL

By: __________________________
Geoffrey P. Holbrook
Senior Deputy County Counsel
VII. ACTION CALENDAR

E. PUBLIC TRANSPORATION MODERNIZATION, IMPROVEMENT AND SERVICES ENHANCEMENT ACCOUNT (PTMISEA) EXPENDITURE PLAN UPDATE AND BUS PROCUREMENT ALLOCATION REQUESTS FY 2012-13
November 9, 2012

Sedalia Sanders, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

SUBJECT: Public Transportation Modernization, Improvement and Services Enhancement Account (PTMISEA) Expenditure Plan Update and Bus Procurement Allocation Requests FY 2012-13

Dear Commission Members:

PTMISEA is a program created by SB 1266, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Prop 1B). Of the $19.925 billion available to Transportation, PTMISEA is expected to be comprised of $3.6 billion dollars available to transit operators over a ten-year period Statewide.

Funds are to be used for Public Transportation Modernization, Improvement and Service Enhancements. The funding is to be distributed by formula, based on population and fare-box revenue, to transit operators for capital projects. The formula distribution will follow the existing State Transit Assistance program.

The previous PTMISEA requests were for approximately $754,290.00 in FY 2009-10 for additional funding available under the PTMISEA program for construction of the City of Brawley and City of Imperial transit transfer terminals.

ICTC Staff recommend submitting a revised expenditure plan and applications on behalf of the ICTC in the amount of $3,332,677 in FY 2012-13. There are two applications for funding for regional public transit service vehicle purchases by the ICTC. ICTC staff proposes to purchase six (6) new 40ft. low floor Gillig transit buses and nine (9) new 25ft. cutaway buses to be used on the regional transit service, Imperial Valley Transit.

The first allocation request is for the amount of $2.4 million dollars for the procurement of the six (6) 40ft. Gillig buses. The Gillig buses will be used on the current Imperial Valley Transit fixed route service to phase out five (5) 1988-89 40ft. buses retained after an initial transit bus replacement, completed this summer. The five (5) buses retained are almost 25 years old and should be removed from service once the new buses are purchased.

The second allocation request is for the amount of $932,677 in FY 2012-13 for the purchase of nine (9) 25ft. cutaway buses. The cutaway buses are proposed to be used on fixed route bus services, including the new circulator routes to be implemented in the Cities of Brawley, Calexico, and Imperial. The combined dollar amount for the two revised allocation requests is for the amount of $3,332,677.

No local match is required and funding is dependent upon bond sales by the state.
The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Approve the submittal of a revised PTMISEA Expenditure Plan in the amount of $3,332,677 in FY 2012-13 and declare it as consistent with the regional transportation planning effort
2. Authorize the Executive Director to submit the PTMISEA Allocation Request in the amount of $2,400,000 for the purchase of six (6) 40ft. Low Floor Gillig Buses as an eligible project under the PTMISEA, and declare it as consistent with the regional transportation planning effort
3. Authorize the Executive Director to submit the PTMISEA Allocation Request in the amount of $932,677 for the purchase of nine (9) 25ft. cutaway buses as an eligible project under the PTMISEA, and declare it as consistent with the regional transportation planning effort
4. Authorize the ICTC Chairperson to sign the attached resolution

Sincerely,

[Signature]

MARK BAZA
Executive Director

MB/ds
RESOLUTION OF
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES FOR THE PUBLIC TRANSPORTATION
MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT
(PTMISEA) BOND PROGRAM

WHEREAS, the ICTC is an eligible project sponsor and may receive state funding from the State’s Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 88 (2007) named the Department of Transportation (Department) as the administrative agency for the PTMISEA; and

WHEREAS, ICTC desires to apply for said financial assistance for FY 2012-13 to permit the continued operation and development of projects in support of public transit service in ICTC’s service area; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing PTMISEA funds to eligible project sponsors (local agencies); and

WHEREAS, the ICTC wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director or his designee;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the ICTC that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all PTMISEA funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Executive Director or his designee be authorized to execute all required documents of the PTMISEA program and any Amendments thereto with the California Department of Transportation.

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

T: Projects\ptmisea\2012-13\ptmisea rsl 11-2012

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## Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEA)

### Expenditure Plan Worksheet

**Sponsor Agency:** Imperial County Transportation Commission  
**City/County:** Imperial  
**Sponsor Contact:** Kathi Williams  
**Email:** kathiwilliams@imperialco.org  
**Phone:** 760-562-6242

**Total PTMISEA Appropriation:** $5,886,562.00

(This is the total amount of PTMISEA funding that was listed in the October 30, 2008, letter from the California State Controller, John Chiang.)

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Description</th>
<th>PTMISEA Funds by FY</th>
<th>Other Fund Sources</th>
<th>Total Estimated Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Prior 2011 10/11</td>
<td>10/12 10/13</td>
<td>10/14 10/15</td>
</tr>
<tr>
<td>Brawley Transit Park</td>
<td>Construction of a new transit transfer terminal within the City of Brawley</td>
<td>$511,290</td>
<td></td>
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</tr>
<tr>
<td>Imperial Transit Park</td>
<td>Construction of a new transit transfer terminal within the City of Imperial</td>
<td>$243,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfix Bus Procurement</td>
<td>Purchase of 6 40ft Low Floor Clean Diesel Gillig buses. The 40ft Gillig seat 40 passengers with 2 wheelchair spaces for ADA compliance. Including standing riders the bus capacity is 70 people. The cost of one 40ft Gillig is approximately $420,000.</td>
<td>$2,400,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cutaway Bus Procurement</td>
<td>Purchase of 9 25ft Cutaway buses. Those cutaway buses would be Chevy 4500 Stancraft buses with a capacity of 16 to 20 with 2 wheelchair positions, equipped with a wheelchair lift. The cutaway buses would also be clean diesel buses.</td>
<td>$952,677</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Procurement</td>
<td>Purchase of new transit vehicles</td>
<td>$1,778,625</td>
<td></td>
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</tbody>
</table>
| **Total Number of Projects** |                                                                                     |                     |                    |                              |                              |          |       |       |       | 5

### Description:

Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond. The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are precalculated. Please do not change the formulas.

**Sponsor Agency Signature:**  
**Caltrans Signature:**

**Date:** 10/24/12
VII. ACTION CALENDAR

F. AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT SERVICES “NO SHOW/LATE CANCELLATION POLICY AND APPEALS PROCESS” - DRAFT
November 9, 2012

Sedalia Sanders, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Avenue, Suite 1
El Centro, CA 92243

SUBJECT: Americans with Disabilities Act (ADA) Paratransit Services No Show/Late Cancellation Policy and Appeals Process - DRAFT

Dear Commission Members:

An increase in reservations and passenger ridership beginning July 1, 2011 has helped to create a lack of seating capacity on the ADA Paratransit Services known as IVT ACCESS. In addition, the IVT ACCESS service has experienced an increase in “no shows” and “late cancellations”. This creates a negative affect whereby seats may be available, but cannot be utilized in the dispatch process.

A “no show” occurs when a certified rider fails to appear, fails to board the vehicle, and/or use his/her scheduled transportation within the standard 5 minute wait period a driver offers a passenger to board. A “late cancellation” occurs when a passenger fails to cancel the appointment for pick-up at least four (4) hours before the scheduled pick-up time.

ICTC staff has analyzed the operating data for the FY 2012. The data indicates that the number of no-shows is approximately 1,800. This represents an average of 8 trips per day. The large number of “no-shows” is creating a negative effect on the ability of IVT ACCESS to provide trips to its passengers.

In order to address this issue on the IVT ACCESS service, ICTC staff formed an Ad-Hoc committee to create a draft “no-show” and “late cancellation” policy and appeals process. There is currently no formal policy in place. It is the intention of this policy that implementation will encourage both current and future users to either take or cancel trips they know will not be needed. Those reduction in “no shows” and “late cancellations” will allow access to the service for individuals who could utilize the canceled trip.

On October 24th, 2012, an ad-hoc committee composed of social service provider agency representatives who participate on the ICTC Social Services Technical Advisory Committee (SSTAC), met with ICTC staff and the operator of IVT ACCESS to create a draft policy. Attached is a Draft Policy for your review and consideration.
The Ad-hoc Committee would recommend approval of the policy. ICTC staff would also recommend the establishment of a grace period effective December 1st through December 31st, 2012 in order to promulgate the policy in English and Spanish, with an effective date of January 1, 2013.

The SSTAC reviewed the policy and appeals process on November 7th and forwards comments for consideration by ICTC staff and Commission.

The ICTC Management Committee also met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Review and approve the ICTC ADA Paratransit Services No Show/Late Cancellation Policy and Appeals Process.
2. Direct staff to promulgate the ADA Paratransit Services No Show/Late Cancellation Policy and Appeals Process in English and Spanish between December 1st and December 31, 2013.
3. Direct staff to implement the ADA Paratransit Services No Show/Late Cancellation Policy and Appeals Process effective January 1, 2013.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/ds

attachments
Imperial County Transportation Commission (DRAFT)
ADA-Paratransit No Show/Late Cancellation Policy
October 2012

Background

The Americans with Disabilities Act (ADA) Comparable Complementary Paratransit Service is a federally mandated service requiring equal access to the public fixed route bus system for individuals with disabilities. The service operates six (6) wheelchair accessible, mini-buses as a demand response service in tandem with the fixed route bus system for certified eligible disabled passengers. The service area and hours are the same as the fixed route bus system discussed above. The service is available to “certified as eligible” disabled passengers.

IVT ACCESS is the ADA paratransit service within Imperial County. The Imperial County Transportation Commission (ICTC) has developed the following policy and administrative process for addressing no-shows and late cancellations.

Subpart F, Section 37.125 of the ADA Complementary Paratransit Guidelines provides that a public transit service provider entity may suspend the provision of paratransit service to ADA eligible individuals who establish a pattern or practice of excessive no shows and/or late cancellations.

Definitions

No Show

A “No-show” shall be recognized as an ADA eligible person who fails to appear, fails to board the vehicle, and/or use his/her scheduled transportation within the standard “ready window.” The ready window is the 30 minute time frame the passenger has been advised by dispatchers to be ready for their trip. The bus is required to wait up to 5 minutes for an individual upon arrival within the ready window.

Late Cancellation

A “Late Cancellation” shall be recognized as an ADA eligible person who fails to cancel the appointment for pick-up at least four (4) hours before the scheduled pick-up time.

In the event of a “no show,” passengers are required to call in and cancel any return trips scheduled for the remainder of the day.
Policy

Individuals with No-Shows/Late Cancellations shall be sanctioned or suspended from service according to the following guidelines:

First Occurrence: If an individual has one No-Show/Late Cancellation, IVT ACCESS shall contact the individual by telephone to determine if there was a reason the reserved trip was missed and document the occurrence, at which time the 30 day time frame begins.

Second Occurrence: If an individual has a second No-Show/Late Cancellation within thirty (30) operating days of the first No-Show/Late Cancellation incident, the ICTC shall mail a letter to the individual notifying the individual that a second No Show/Late Cancellation has been recorded and that a third No-Show/Late Cancellation within thirty (30) operating days of the second incident will result in suspension of their paratransit service for thirty (30) calendar days.

Third Occurrence: If an individual has a third No Show/Late Cancellation within thirty (30) days of the first No-Show/Late Cancellation the individual shall be suspended for thirty (30) days. A letter will be sent by ICTC stating the dates that service will be suspended and when service will resume.

Fourth Occurrence: If an individual has a fourth No Show/Late Cancellation within 30 days of the date that suspended the paratransit service is resumed, a letter will be sent by ICTC and shall suspend service to the individual for a six month period. The six month period will effective from the date of this letter.

Fifth Occurrence: In the event of a fifth No-Show/Late Cancellation that occurs after reinstatement of service following a six month suspension, a letter will be sent by ICTC and individual shall be permanently suspended from the paratransit service.

Method

During suspension of ADA Paratransit Service, ICTC shall take the following steps:

1. Notify the individual in writing that ICTC is suspending their service
2. The suspension will cite with specificity the basis of the proposed suspension and setting forth the proposed sanction.
3. Provide written notification and guidance on the ICTC ADA Paratransit No Show and Late Cancellation Policy Appeals Process
ICTC ADA Paratransit No Show and Late Cancellation Policy Appeals Process  

The following ICTC Appeal Process shall apply to appeals regarding suspension of paratransit services due to No-Show events or excessive Late Cancellations. The process has been designed as a means to provide individuals with a “Due Process.”

In the event of a suspension ICTC shall:

1. Notify the individual in writing that ICTC will suspend service, citing with specificity the basis of the proposed suspension, and

2. Inform the individual of his/her appeal rights as described in this policy. Suspensions are not stayed pending the outcome of the appeal.

Appeals Panel and Process

Drawing from the membership of ICTC’s Social Services Technical Advisory Committee (SSTAC) a three-member Appeal Panel known as the Americans with Disabilities Act Advisory Committee (ADAAC) will be formed to review appeals regarding suspensions for No-Show/Late Cancellation events. The Chairperson of the SSTAC, at the beginning of his/her appointment or at the time of the appeal, shall appoint the individuals that will serve on the committee.

The recommendation of the Appeal Panel shall stand as the “Due Process” resolution of the appeals under ICTC’s formal written Appeal Process described herein.

Step 1: Letter of Intent to Appeal

Individuals desiring to exercise their right to due process shall provide written notification to the ICTC ADA Paratransit Services Coordinator within 15 business days of receipt of notification of suspension. The written notification to ICTC shall at a minimum include the following:

1. Full name, complete mailing and physical addresses and daytime telephone number.

2. A request for an in-person review before the ADAAC, or, that an in-person review is not requested, but review by the ADAAC is being requested.

3. A statement shall include the details of any support assistance that may be required (i.e., representation by another individual, transportation service for appearance, etc.).

4. A statement indicating the basis upon which the appeal is being made.

5. Any other information or additional documentation, which supports the individual’s appeal.
Written notification of the Intent to Appeal shall be addressed as shown below:

ADA Paratransit Service No Show and Late Cancellation Policy Appeal
C/O ADAAC
ICTC
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

Step 2: Appeal Panel Actions

1. Within (15) business days of receipt of a written notification of Intent to Appeal, the Chairperson of the SSTAC will appoint or direct the Americans with Disabilities Act Committee (ADAAC) and shall appoint a replacement representative if a current panel member is unable to serve for any reason, and name the ADAAC’s Chair for that appeal. In addition, the ADAAC shall be provided with a copy of the written notification of Intent to Appeal and any other pertinent documentation.

2. Within fifteen (15) business days of receipt of a written notification of Intent to Appeal, a, time and location for a formal review by the ADAAC shall be scheduled. The formal review/ hearing shall be scheduled within 30 days of the receipt of the original notification of Intent to Appeal.

3. The individual requesting an appeal review by the ADAAC shall be simultaneously notified in writing of the scheduled review/hearing and all members of the ADAAC shall be formally notified of the scheduled meeting.

4. The Appeal Panel review/hearing shall be conducted as scheduled and the Panel shall be afforded no more than 15 business days, from the review/hearing date, to deliberate and issue a recommendation to the ICTC Executive Director. Final decisions will be made by the ICTC Executive Director at the recommendation of the committee.

5. Individuals appealing to the Appeal Panel shall be provided formal written notification, via mail, of the final decision of the Panel within 15 business days of the review/hearing date. Such notification shall state the basis upon which the decision was rendered.

The final, formal decision recommended by the ADAAC and issued upon the approval of the ICTC Executive Director shall stand as the “Due Process” resolution of appeals under ICTC’s formal written ADA Paratransit No Show and Late Cancellation Policy Appeals Process described herein.
VII. ACTION CALENDAR

G. IMPERIAL VALLEY TRANSIT – IVT ACCESS, ADA PARATRANSLIT SERVICES CONTRACT MODIFICATION #1
November 9, 2012

Sedalia Sanders, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: IMPERIAL VALLEY TRANSIT – IVT ACCESS, ADA Paratransit Services Contract Modification #1

Dear Commission Members:

IVT - ACCESS, is the public paratransit bus service that operates in concert with the fixed route bus system. The service has been in existence since 1994 and is for persons with disabilities, who cannot utilize the fixed route bus system as per the Americans With Disabilities Act (ADA). The service is currently operated by First Transit, Inc. under contract with the ICTC.

After a competitive bid process in 2011, a new service contract was effective July 2011, smaller vehicles with more tie-downs spaces for wheelchairs were put into service. This increased the maneuverability, but decreased the response time for the vehicles due to additional time required to load and unload wheelchairs. In addition, dispatch software was introduced to increase efficiency, over the previous pencil and paper method of dispatching.

Features included in the new service contract, included the following:

- The continued use of lower emissions ultra low sulfur diesel fuel
- A fuel escalator for diesel fuel prices that exceed $3.80 a gallon
- A 5% marketing allowance (to be developed annually based on available funding per year)
- Replacement of the eight (8) older paratransit buses with new paratransit buses
- In house low to medium echelon maintenance support services
- The continuation of the leased dedicated local facility to accommodate bus parking, office personnel, training and maintenance activities and future long term growth
- Creation of a web site for certification and eligibility information
- Introduction of the computerized dispatch software “Trapeze”
- Ten vehicle community service hours per month

A transition plan was developed for the continuation of the ADA Paratransit services previously provided by ARC – Imperial Valley. Per federal requirements, the new operator was required to review qualifications and offer employment to non-management employees of the incumbent operator. In addition, since the name of the existing service was not owned by the ICTC, a new service name, logo and website (ivtaccess.org) was created utilizing the name IVT ACCESS.

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

T: Project\ICT\ada-fy2012-2016.mod\1.COM
At the time of the contract transition in July 2011, it was well recognized that passengers daily utilized the service for dialysis and other acute medical conditions, as well, as attendance at specialized classes at IVC. As a result, ICTC staff directed First Transit to operate eight of the eight contracted buses to minimize confusion and the disruption of services for existing passengers. The plan was to scale back operations to the six contracted peak service buses, with two spares within a set time frame. The scaling back process took place in December 2011.

Simultaneously, ICTC staff noticed an immediate increase in the applications for the certification and eligibility process for IVT ACCESS. Previously there had been an average of 3 applications processed per week, for a total of 1,032 eligible passengers as of June 2011. Since July 2011 ICTC staff have processed approximately 520 applications through current day, averaging 10 applications per week for a total of 1,539 eligible passengers.

There appear to be numerous new passengers, some affiliated with schools and social service agencies that may or may not have been utilizing the IVT ACCESS services in previous years. There is now a waiting list, a denial list and a large demand for ADA paratransit service that cannot be met with existing resources. There have been 365 denials since July 1, 2012. IVT ACCESS and ICTC staff receive numerous complaints regarding the inability of certified passengers to schedule trips due to non-availability of seats, or capacity.

ICTC staff have met numerous times with First Transit staff, observed dispatch procedures and ridden IVT ACCESS vehicles. For the near term, ICTC staff are also working to identify potential efficiencies and other adjustments required for the current FY 2012-13 contract. One of the immediate recommendations is to introduce a formal “no show/late cancellations” policy. The second recommendation is to increase service hours by adding two paratransit buses with drivers during peak hours, and acquire a paratransit supervisory (non-management) position at First Transit. The fleet total would be 8 operational and 2 spares for a total of 10 paratransit buses.

The result of this contract modification request is to add approximately 4,032 service hours per year or an increase of approximately 30%. The contract modification effective date would be December 1, 2012 with service changes effective January 1, 2013. This increases the cost of the service by approximately 30%.

For the longer term, this significant new demand has been recognized for the strain it places on the contract and its resources. ICTC staff requested project funding for an ADA Demand Assessment and Growth Management study. The Commission approved this project in the FY 2012-13 Overall Work Program and Budget. The Request for Proposal is under development, but the final document with recommendations is not anticipated to be available until approximately March 2014. Recommendations contained in the study could provide further increases to the ADA paratransit services, or, the structure to reduce services.

Funding for this service is derived from the Transportation Development Act (TDA) Fund, the State Transit Assistance Fund (STA), as well as grants from the Federal Transit Administration (FTA). Funding is dedicated in the ICTC Transit Finance Plan (#7076001) and administered by the Regional Transit Administration Program (IVT – 7416001-531075).

In October staff were notified by the State Controllers offices of an increase in annual STA funding of approximately $155K. The STA funding is the most significant revenue offset for the cost of the ADA paratransit service. The net result of the modification’s cost increase is an additional amount of approximately $203K that would come from the operating reserves in the TDA fund.
The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Authorize the Chairman to sign a modification #1 to the operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS contract effective December 1, 2012 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, 2012 through June 30, 2013, the annual not to exceed subsidy is set at $1,213,300.
   B. For the period July 1, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $1,355,577.
   C. For the period July 1, 2014 through June 30, 2015 the annual not to exceed subsidy is set at $1,386,734.
   D. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $1,439,060.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner
FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement for ADA Paratransit services (“AMENDMENT”), made and entered into effective the _____ day of __________, 2012, 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, 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 time 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 $1,506,196.00. The fare box ratio is established at 10%; therefore the annual not-to-exceed subsidy will be $1,355,577.00.

8.1.4. For the period July 1, 2014 through June 30, 2015, the cost is identified as $1,551,926.00. The fare box ratio is established at 10%; therefore the annual not-to-exceed subsidy will be $1,386,734.00.

8.1.5. For the period July 1, 2015 through June 30, 2016, the cost is identified as $1,598,955.00. The fare box ratio is established at 10%; therefore the annual not-to-exceed subsidy will be $1,439,060.00.

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, 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 farebox 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 vehicle drivers.”

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

3. This First 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:

PROVIDER:

By: ____________________________
CHAIRPERSON

By: ____________________________
NICK PROMPONAS
Senior Vice President

ATTEST:

CRISTI LERMA,
Secretary to the Commission

APPROVED AS TO FORM:

MICHAEL L. ROOD
County Counsel

By: ____________________________
GEOFFREY P. HOLBROOK
Senior Deputy County Counsel
VII. ACTION CALENDAR

H. STATE ROUTE 86 RELINQUISHMENT OPPORTUNITY AND PROPOSED STATE LEGISLATION
November 8, 2012

Sedalia Sanders, Chair
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: State Route 86 Relinquishment Opportunity and Proposed State Legislation

Dear Commission Members:

The relinquishment of State Route 86 (SR-86) has been discussed as part of our long range transportation planning efforts and recent interest has been discussed and considered by the impacted local agencies (Cities of Brawley, El Centro, Imperial and the County of Imperial) and Caltrans. To allow for the potential relinquishment state legislation is required to give authority. The attached draft legislation has been developed through a series of meetings where review and input was provided by all impacted local agencies, Caltrans and the Imperial County Transportation Commission (ICTC) staff.

The goal of the draft Bill is to create an opportunity for relinquishment without binding any jurisdiction to accept relinquishment until agreed upon by all affected parties and to best serve the interests of our region. As you will see in the draft Bill there is also a provision that will retain the SR-86 designation as a future state route from SR-98 to SR-78/SR-86 using an alignment within the Forrester Road Corridor as described in our most recent 20-year Transportation Plan.

The ICTC Management Committee met on November 7, 2012 and forwards this item to the Commission for your review and approval, after public comment if any:

1. Recommending support to proceed with the pursuit of the proposed State Route 86 relinquishment Bill through the state legislature.

Sincerely,

Mark Baza
Executive Director

Attachment

MB/vm
LEGISLATIVE COUNSEL'S DIGEST

Bill No.

as introduced, _____.

General Subject: State Highway Route 86: relinquishment

Existing law gives the Department of Transportation full possession and control of all state highways. Existing law describes the authorized routes in the state highway system and establishes a process for adoption of a highway on an authorized route by the California Transportation Commission. Existing law also authorizes the commission to relinquish certain state highway segments to local agencies.

This bill would authorize the commission to relinquish to the Cities of Brawley, El Centro, and Imperial and the County of Imperial specified portions of State Highway Route 86 under certain conditions. This bill would also re-designate a specified portion of State Highway Route 86 as a part of State Highway Route 78 following relinquishment. This bill would also state the intent of the Legislature that State Highway Route 86 should remain as a future state highway along a new, specified route.
THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 386 of the Streets and Highways Code is amended to read:

386. Route 86 is from:
(a) Route 111 to Route 8 near El Centro.
(b) Route 8 near El Centro to Route 10 in Indio via the vicinity of Brawley.
(c) Upon a determination by the commission that it is in the best interests of the state to do so, the commission may, upon terms and conditions approved by it, relinquish the following portions of Route 86 as follows:
   (1) To the County of Imperial, the portion of Route 86 from the beginning of the route at the junction of Route 111 to the southerly boundary of the City of El Centro.
   (2) To the City of El Centro, the portion of Route 86 within the City of El Centro.
   (3) To the City of Imperial, the portion of Route 86 within the City of Imperial.
   (4) To the County of Imperial, the portion of Route 86 from the northerly boundary of the City of Imperial to the southerly boundary of the City of Brawley.
   (5) To the City of Brawley, the portion of Route 86 within the City of Brawley.
   (6) To the County of Imperial, the portion of Route 86 from the northerly boundary of the City of Brawley to approximately 0.5 miles southerly of Fredericks Road.
(d) The following conditions shall apply upon relinquishment:
   (1) The relinquishment shall become effective on the date following the county
recorder’s recordation of the relinquishment resolution containing the commission’s approval of the terms and conditions of the relinquishment.

(2) On and after the effective date of the relinquishment, the relinquished portions of Route 86 shall cease to be a state highway.

(3) The portions of Route 86 relinquished under this subdivision shall be ineligible for future adoption under Section 81.

(4) The Cities of Brawley, El Centro, and Imperial and the County of Imperial shall ensure the continuity of traffic flow on the relinquished portions of Route 86, including any traffic signal progression.

(5) For the portions of Route 86 that are relinquished under this subdivision, the Cities of Brawley, El Centro, and Imperial, and the County of Imperial shall install and maintain, within their respective jurisdictions, the city or county signs directing motorists to the continuation of Route 86 to the extent deemed necessary by the department.

(e) Following the relinquishment in subdivision (d), the portion of Route 86 from 0.5 mile south of Fredricks Road to the north junction of Route 78 shall be redesignated as a part of Route 78.

(f) It is the intent of the Legislature that Route 86 shall remain as a future state highway from Route 98 to Route 78 and shall be moved to be aligned along the proposed Forrester Road Corridor as designated in the current 20-year transportation plan of the Imperial County Transportation Commission.