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

I. CALL TO ORDER AND ROLL CALL

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

III. PUBLIC COMMENTS

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

IV. APPROVAL OF CONSENT CALENDAR
   A. Approval of Management Committee Draft Minutes: May 14, 2014 Pages 6-19
   B. Receive and File:
      1. ICTC Board Draft Minutes: May 28, 2014
      2. ICTC SSTAC Draft Minutes: May 7, 2014
      3. ICTC TAC Minutes: May 22, 2014
   C. Specific Transit Operator Fiscal Reports FY 2012-13 for Imperial Valley Transit and IVT Access Page 21

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

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

   D. Specific Transit Operator Fiscal Reports FY 2012-13 for Med Express and West Shores Dial-A-Ride Page 41

   It is requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:
1. Receive and file the Specific Transit Operator Fiscal Reports FY 2012-13; Med Express and West Shores Dial-A-Ride for the Imperial County Transportation Commission for FY 2012-13


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

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

V. REPORTS

A. ICTC Executive Director
   • See attached Executive Director Report on page 67

B. Southern California Association of Governments

C. California Department of Transportation – District 11

D. Committee Member Reports

VI. ACTION CALENDAR

A. Imperial County Transportation Commission (ICTC) Bus Stop Memorandum of Understanding (MOU) – FY 2013-14 Page 71

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

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

B. Imperial County Transportation Commission (ICTC) Bus Stop Safety and Design Standards Guidelines Project – FY 2013-14 Page 82

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

1. Approve the 2013-14 ICTC Bus Stop Safety and Design Standards Guidelines Project.

C. Memorandum of Understanding (MOU) between the Imperial County Transportation Commission (ICTC) Southern California Association of Governments (SCAG) for a Safe Routes to School Regional Plan Page 85

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

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

D. Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015 Page 99

Following review and input, it is requested that ICTC Management Committee recommend that the Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015 be sent to the ICTC Commission for review and input.
E. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Fiscal Year 2012-2016, Modification #6  Page 108

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

1. Authorize the Chairperson to sign the modification #6 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective July 1, 2014 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
   a. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $2,599,451.
   b. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $2,689,214.


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

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

G. Fifth Amendment to the Med-express Operating Agreement, ARC- Imperial Valley FY 2014-15  Page 115

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

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

H. Amendment 7 to the West Shores Dial-A-Ride Operating Agreement, ARC- Imperial Valley, FY 2014-15  Page 121

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

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


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

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

A. The next meeting of the Management Committee is currently scheduled for **Wednesday July 9, 2014 at 10:30 a.m.**, at the **City of Brawley, Brawley CA.**

VIII. ADJOURNMENT

A. Motion to Adjourn
IV. APPROVAL OF CONSENT CALENDAR

A. APPROVAL OF MANAGEMENT COMMITTEE
   DRAFT MINUTES: MAY 14, 2014

B. RECEIVE AND FILE:

1. ICTC BOARD DRAFT MINUTES:
   MAY 28, 2014

2. ICTC SSTAC MINUTES:
   MAY 7, 2014

3. ICTC TAC MINUTES:
   MAY 22, 2014
IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
DRAFT MINUTES OF May 14, 2014
10:30 a.m.

VOTING MEMBERS PRESENT:

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

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

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

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, May 14, 2014 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL
Chair Meyerhoff called the Committee meeting to order at 10:36 a.m. Roll call was taken. Introductions were made.

II. EMERGENCY ITEMS
A. There were none.

III. PUBLIC COMMENTS
A. There were none.

IV. CONSENT ITEMS
A motion was made by Duran seconded by Graham to approve consent items 4A through 4D, Motion carried unanimously.

A. Approved ICTC Management Committee Minutes for April 9, 2014
B. Received and filed:
   1. ICTC Board Draft minutes for April 23, 2014
   2. ICTC SSTAC Draft Minutes for April 2, 2014
   3. ICTC TAC Minutes for March 27, 2014


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

   CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
   IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
1. Approve the proposed FY 2014-15 DBE goal of 2%, for distribution for public comment.

2. Direct staff to return with this item for review and adoption of the proposed DBE goal after the public review process has been completed.

D. ICTC Overall Work Program (OWP) and Budget FY 2013-2014, Amendment #3

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

1. Approve the FY 2013-14 Budget Amendment Request No. 3

V. REPORTS

A. ICTC Executive Director

Mr. Baza had the following updates:

- Calexico Intermodal Transportation Center: The feasibility study’s scope of work will also include: stakeholder meetings, public workshops, stakeholder surveys, site selection analysis, and financial and operational feasibility reports. On April 29th the consultant conducted a second steering committee meeting to review the project location alternatives and findings to date. Preliminary study findings will be presented to the Calexico City Council in June 2014.

- California / Baja California Pedestrian and Bicycle Transportation Access Study: The Study will focus on the California-Baja California border region, specifically its six Ports of Entry (POEs). On February 26, 2014, the Commission approved the selection of KOA and Associates. The project kick-off was conducted on April 8, 2014 at ICTC. Data collection is in progress, and public outreach to begin in late May 2014.

- Meetings attended on behalf of ICTC:
  - Imperial – Mexicali Binational Alliance, April 10, 2014
  - Briefing on California’s Border Infrastructure with newly appointed U.S. Customs & Border Protection (CBP) Commissioner R. Gil Kerlikowske, April 17, 2014
  - County Transportation Commission CEOs'/SCAG Meeting and Regionwide CEO’s Meeting, April 18, 2014
  - Calexico West Land Ports Of Entry Roundtable Discussion with Congressman Vargas, April 22, 2014: Mr. Baza stated that the Congressman is trying to rally letter of support from all stakeholders and community businesses for this effort.
  - SANDAG Borders Committee, April 25, 2014
  - SCAG General Assembly and Regional Council, May 1-2, 2014: ICTC and the Cities of Brawley and El Centro were honored with a Sustainable Communities Strategies (SCS) award for the transit stations in each city.
  - Caltrans External Advisory Liaison (CEAL) meeting, May 6, 2014

B. Southern California Association of Governments (SCAG)

- Mr. Oliva thanked everyone that attended the 2014 SCAG Regional Conference & General Assembly. He stated that in 2015 SCAG will be celebrating its’ 50th Anniversary and Ms. Viegas-Walker will be the incoming President of SCAG.
- May 21, 2014 is the deadline for all ATP applications.

- Mr. Oliva stated that SCAG was asked as Imperial Counties MPO to support that the Department of Transportation lift the termination to Imperial County’s Airport Essential Air Service (EAS) program designation. He said that the goal is 10 enplanements per day and currently they have 9.2.
- He also stated that SCAG submitted a support letter for the strike fighter effort in Imperial County.
C. California Department of Transportation – District 11
   - Mr. Amen presented updates:
     o Andrade project in Calexico is in construction at about 10% complete. The projects projected completion date is September 2014.
     o Re-paving will be underway west on I-8 in the mountain area. The construction area will be about 10 miles with 1 lane open at all times.
     o SR-7 Paving Repaving project will be taking place 7 miles east of Calexico and a half mile north of the Mexico border to SR-98. This project is being broken up in 4 stages and will begin this fall and be completed in late 2015.
     o A new project on I-8 will begin construction in late 2015. The project will replace the concrete with continuous reinforced concrete pavement (CRC) on portions of I-8 east of Holtville for about 27 miles. This is a federal project yielding $170 million. It is currently in the design phase. Mr. Medina encouraged that a local workshop be held to allow local contractors the opportunity to bid on this project.
     o Dogwood project has advertised with bids due on June 26, 2014.
     o Brawley bypass landscape project will advertise soon.
     o Active Transportation Program (ATP) applications are due to Caltrans by May 21, 2014.

D. Committee Member Reports
   - Ms. Best stated that the City of Imperial now has a purchase agreement for a transit station.

VI. ACTION CALENDAR

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

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

   1. Reject all bids from the January 2014 IVT RIDE Consolidated Paratransit Services bid due to a change in the scope of work.
   2. Direct staff to circulate a revised June 2014 IVT RIDE Consolidated Paratransit Services bid.
   3. Direct staff to return for final direction on an IVT RIDE Consolidated Paratransit Services contract award.

   A motion was made by Graham seconded by Best, Motion carried unanimously

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

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

   1. Confirm the West Shores Dial-a-Ride service participation in the Consolidated Paratransit Services Competitive Bid Process.
   2. Direct staff to negotiate a contract extension #7 with ARC-Imperial Valley for the operation of the West Shores Dial-A-Ride for the period effective July 1, 2014 through September 30, 2014.
   3. Direct staff to return with a West Shores Dial-A-Ride contract extension #7 for Commission approval.
A motion was made by Picazo seconded by Bayon Moore, **Motion carried** unanimously

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

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

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

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

**VII. NEXT MEETING DATE AND PLACE**

The next meeting of the **Management Committee** will be held on **June 11, 2014** at the **County of Imperial, El Centro, CA.**

**VIII. ADJOURNMENT**

A. Meeting adjourned at 11:15 a.m.
CALL TO ORDER AND ROLL CALL
Chair Ritchie called the Commission meeting to order at 6:02 p.m. Roll call was taken.

EMERGENCY ITEMS
A. There were none.

PUBLIC COMMENTS

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

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

V. SPECIAL PRESENTATIONS

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

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

VI. CLOSED SESSION

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

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

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

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

VII. REPORTS

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

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

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

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

VIII. ACTION CALENDAR

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

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

1. Rejected all bids from the January 2014 IVT RIDE Consolidated Paratransit Services bid due to a change in the scope of work.
2. Directed staff to circulate a revised June 2014 IVT RIDE Consolidated Paratransit Services bid.
3. Directed staff to return for final direction on an IVT RIDE Consolidated Paratransit Services contract award.

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

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

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

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

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

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

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

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

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

**IX. NEXT MEETING DATE AND PLACE**

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

**X. ADJOURNMENT**

A Motion was made to adjourn by Gran, seconded by Nava, **Motion Carried.** Meeting adjourned at 7:29 p.m.
1. The meeting was called to order by Chair Wells at 10:05 a.m. A quorum was present. Introductions were made.

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

3. ICTC Updates / Announcements

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

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

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

d. Other Updates:
   - There were none.

4. Active Transportation Program (ATP) Update:

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

5. Cities and County Planning / Public Works Updates:

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

6. ICTC Bus Stop Safety and Design Standards Guidelines

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

7. SCAG Updates / Announcements

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

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

9. General Discussion / New Business

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

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

- The next meeting will be replaced with the Caltrans / ICTC External meeting held on April, 24, 2014 at 9:30 a.m. at the IID Water Control Conference Room.
SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

MINUTES

May 7, 2014

Present

Voting Attendees:
Griselda Martinez (Vice-Chair) Work Training Center
Michael L. Hack Consumer
Erica Martinez ARC – Imperial Valley
Ted Ceasar Imperial Valley College
Michelle Soto Imperial County CCS
Sherry Leon Area Agency on Aging
Rosyo Ramirez Imperial Public Authority / IHSS
Michelle Standiford Imperial County Behavioral Health
Kathi Williams CTSA – ICTC
David Salgado CTSA – ICTC

Non-Voting Attendees:
Cristi Lerma ICTC
Charles Brockwell IVT/IVT Access/Calexico Dial-A-Ride
Cesar Sanchez IVT/IVT Access/Calexico Dial-A-Ride
Narcisa Montemayor IVT/IVT Access/Calexico Dial-A-Ride
David Robinson YCIPTA – YCAT
Kitty Gay Imperial County Public Health
Tomás Oliva SCAG

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

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

3. CTSA Reports
   Mr. Salgado and Ms. Williams had the following announcements:
   - Ms. Williams announced that Mr. Bob Clark, a veteran of SSTAC and the community, had passed away recently.
   - The Consolidated Paratransit (Dial-A-Ride) process is underway. The cities of Brawley and Calexico have committed to the consolidation of services. The City of El Centro has declined participation.
   - Staff is preparing the FY 2014/15 Budget and it seems that all available revenues will fully fund existing projects.
   - The transfer terminals in El Centro and Brawley are operational. Currently, a study is being conducted to identify a transit terminal in the City of Calexico and the City of Imperial is currently looking for a location for its terminal as well.
   - The TDA Triennial Performance Audit is underway. The audit team has visited ICTC, IVT and ARC. The purpose of the audit is to review rules and regulations of TDA funds.
Mr. Salgado stated that he appreciates everyone’s participation with the ADA Paratransit Service Certification project. The next public outreach meetings are scheduled for June 3rd (at 3 p.m.) and 4th (before SSTAC). The purpose of this study is to evaluate the application process for the ADA Paratransit service.

The Coordinated Plan project is also ongoing. A survey was distributed via email and your feedback would be greatly appreciated.

The Bus Stop Design Guidelines Handbook responses to the draft are due later in May.

Staff is currently working on the FTA 5311 capital grant for bus stop improvements in Brawley. It will be a multi-year project and we are currently in phase 1.

Staff will be submitting an Active Transportation Program (ATP) grant, which is to improve bus stop and shelters in Heber.

The El Centro Transit Center will have Wi-Fi installed soon.

4. Transit Operator Reports
- Brawley Dial-a-Ride: No update.
- Calexico Dial-a-Ride: Service is doing well, staying busy. Alegria is requesting additional service. Currently about 50 people attending daily.
- El Centro Dial-a-Ride: Service is busy and doing well.
- Imperial Dial-a-Ride: Service is busy and doing well.
- Imperial Valley Transit: Mr. Sanchez had the following update
  - Sundays were implemented on January 5, 2014
    - There were 979 passengers in the month of January.
    - There were 1380 passengers in the month of February, which is a 40% increase from January.
    - There were 1959 passengers in the month of March, which is a 14% increase from February.
    - There were 1446 passengers in the month of April.
  - 35 Minute Headways
    - This added service began in October 2013. April 2013 there were 29,279 passengers; April 2014 there were 35,966 passengers, which is a 23% increase from 2013.
  - IVC Express additional routes were implemented in August 2013
    - Buses are full in the morning and in the afternoon. There are an average of 36 passengers in the morning per trip and an average of 43 passengers in the afternoon per trip.
  - Saturday additional service began in August 2013.
    - 922 passengers in April 2013 compared to 1,066 passengers in April 2014, which is a 15% increase.
  - IVT Gold Line:
    - Implemented on December 18, 2013
    - An average of 50 passengers per day for January, an average 38 passengers per day in February, 36 in March and 35 in April.

- IVT Access: Updates were given by Ms. Montemayor
  - For the month of April on time performance was 97%
  - Passenger per revenue hour: 2.5
  - No Shows: 29
  - Late Cancellations: 150
  - Wheelchairs: 1,724

- Med-Express: Service is well and is busy.
- West Shores Dial-a-Ride: Service is doing well.
- YCAT Turquoise Line: Mr. Robinson gave an update on the Turquoise Route 10 for February and March. For the month of February there were 174 passengers. For the month of March there were 222 passengers. Currently, the year-to-date is 1,776, with the goal at 2,500.

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

6. Adjournment
- The next meeting of the SSTAC will be on June 4, 2014 at 10:00 a.m.
- Meeting adjourned at 11:28 a.m.
C. SPECIFIC TRANSIT OPERATOR FISCAL REPORTS FY 2012-13 FOR IMPERIAL VALLEY TRANSIT AND IVT ACCESS
June 2, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave., Suite 1
El Centro, CA 92243

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

Dear Committee Members:

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

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

- Imperial Valley Transit
- IVT Access

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

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

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cl

Attachments

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

T:\Projects\ICTC\Fiscal reports IVT services FY 2012-13 MC.docx
Imperial County Transportation Commission
& First Transit, INC.

Imperial Valley Transit Service Report

For the Year Ended June 30, 2013
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<th>Page</th>
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<td></td>
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<tr>
<td>Exhibit C – Statement of Fixed Rate, Farebox</td>
<td>8</td>
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<tr>
<td>Revenue and Net Subsidy – El Centro Shuttle- Green Line</td>
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<tr>
<td>Exhibit D – Statement of Fixed Rate, Farebox</td>
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<tr>
<td>Revenue and Net Subsidy – El Centro Shuttle- Combined</td>
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<td>Revenue and Net Subsidy – Imperial Valley Transit</td>
<td></td>
</tr>
<tr>
<td>Exhibit F – Statement of Fixed Rate, Farebox</td>
<td>11</td>
</tr>
<tr>
<td>Revenue and Net Subsidy – All Services Combined</td>
<td></td>
</tr>
</tbody>
</table>
INDEPENDENT ACCOUNTANTS' REPORT

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

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

Our procedures and findings are as follows:

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

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

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

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

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

Hutchinson and Bloodgood LLP

April 15, 2014
ACCOUNTANTS’ COMMENTS

PURPOSE

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

FARE REVENUES

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

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

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

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

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

ICTC SUBSIDY

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

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

OBJECTIVE

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

PROCEDURES

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

OBSERVATIONS

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

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

CONCLUSION

We found that the internal controls set by First Transit, Inc. are adequate based on established guidelines and that actual fares received are properly reported to the ICTC.
# IMPERIAL VALLEY TRANSIT SERVICE PROGRAM
## STATEMENT OF FIXED RATE, FAREBOX REVENUE AND NET SUBSIDY
### JULY 1, 2012 THROUGH JUNE 30, 2013

---

### El Centro Shuttle - Blue Line Service

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
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</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$26,573</td>
<td>$1,241</td>
<td>$25,332</td>
<td>$ -</td>
<td>$ -</td>
<td>$25,332</td>
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<td>27,261</td>
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<td>606</td>
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<td>-</td>
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<td>25,101</td>
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<td>496</td>
<td>24,087</td>
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<td>24,229</td>
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<td>23,637</td>
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<td>24,654</td>
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<td>June, 2013</td>
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<td>537</td>
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<td>-</td>
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<td><strong>Total</strong></td>
<td><strong>$308,204</strong></td>
<td><strong>$11,631</strong></td>
<td><strong>$296,573</strong></td>
<td><strong>$770</strong></td>
<td><strong>$1,553</strong></td>
<td><strong>$298,896</strong></td>
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</tbody>
</table>

---

### Contract Specifications

#### Paragraph 8.1.2

For Base Cost and Base Subsidy

| Base Cost | $315,040 | $12,602 | $302,438 |

### Over (Under) Contract Requirements

| Requirements | $ (6,836) | $ (971) | $ (5,865) |

---

### Farebox Ratio

- **Farebox Ratio Actual**: 3.7%
- **Farebox Ratio Contract**: 4.0%
## IMPERIAL COUNTY TRANSPORTATION COMMISSION
AND
FIRST TRANSIT, INC.
IMPERIAL VALLEY TRANSIT SERVICE PROGRAM
STATEMENT OF FIXED RATE, FAREBOX REVENUE AND NET SUBSIDY
JULY 1, 2012 THROUGH JUNE 30, 2013

### El Centro Shuttle-Green Line Service

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$26,606</td>
<td>$524</td>
<td>$26,082</td>
<td>$-</td>
<td>$-</td>
<td>$26,082</td>
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<tr>
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<td>979</td>
<td>24,026</td>
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<td>-</td>
<td>24,147</td>
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<td>27,602</td>
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<td>25,788</td>
<td>-</td>
<td>-</td>
<td>25,788</td>
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<td>February, 2013</td>
<td>22,999</td>
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<td>78</td>
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<td>24,586</td>
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<td>-</td>
<td>24,074</td>
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<td>April, 2013</td>
<td>25,375</td>
<td>684</td>
<td>24,691</td>
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<td>-</td>
<td>24,731</td>
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<tr>
<td>May, 2013</td>
<td>25,375</td>
<td>659</td>
<td>24,716</td>
<td>-</td>
<td>-</td>
<td>24,716</td>
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<td>June, 2013</td>
<td>23,793</td>
<td>650</td>
<td>23,143</td>
<td>32</td>
<td>-</td>
<td>23,175</td>
</tr>
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</table>

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

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

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

Farebox Ratio Actual 2.8%
Farebox Ratio Contract 4.0%
**IMPERIAL COUNTY TRANSPORTATION COMMISSION**

**AND**

**FIRST TRANSIT, INC.**

**IMPERIAL VALLEY TRANSIT SERVICE PROGRAM**

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$53,179</td>
<td>$1,765</td>
<td>$51,414</td>
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<td>-</td>
<td>$51,414</td>
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<td>606</td>
<td>55,438</td>
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<td>246</td>
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<td>October, 2012</td>
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<td>54,793</td>
<td>575</td>
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<td>55,368</td>
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<td>November, 2012</td>
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<td>1,452</td>
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<td>50,388</td>
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<td>December, 2012</td>
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<td>2,123</td>
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<td>85</td>
<td>49,565</td>
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<td>January, 2013</td>
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<td>1,835</td>
<td>51,356</td>
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<td>-</td>
<td>51,356</td>
</tr>
<tr>
<td>February, 2013</td>
<td>46,002</td>
<td>1,225</td>
<td>44,777</td>
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<td>728</td>
<td>45,661</td>
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<tr>
<td>March, 2013</td>
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<td>1,146</td>
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<td>48,303</td>
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<td>April, 2013</td>
<td>50,748</td>
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<td>80</td>
<td>482</td>
<td>48,890</td>
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<td>May, 2013</td>
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<td>1,380</td>
<td>49,370</td>
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<td>-</td>
<td>49,370</td>
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<tr>
<td>June, 2013</td>
<td>47,584</td>
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<td>46,397</td>
<td>64</td>
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<td>46,461</td>
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<td><strong>Total</strong></td>
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<td>$20,252</td>
<td>$596,271</td>
<td>$1,519</td>
<td>$2,127</td>
<td>$599,917</td>
</tr>
</tbody>
</table>

**Contract Specifications**

**Paragraph 8.1.2**

For Base Cost and Base Subsidy

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

**Over (Under) Contract Requirements**

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

**Farebox Ratio Actual**  3.3%

**Farebox Ratio Contract**  4.0%

---

-9-
# Imperial Valley Transit - Countywide Service Line

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$ 203,653</td>
<td>$ 29,879</td>
<td>$ 173,774</td>
<td>$ 1,238</td>
<td>$ 1,681</td>
<td>$ 176,693</td>
</tr>
<tr>
<td>August, 2012</td>
<td>222,680</td>
<td>40,557</td>
<td>182,123</td>
<td>6,550</td>
<td>7,171</td>
<td>195,844</td>
</tr>
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<td>September, 2012</td>
<td>213,140</td>
<td>44,465</td>
<td>168,675</td>
<td>7,412</td>
<td>840</td>
<td>176,927</td>
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<td>October, 2012</td>
<td>236,590</td>
<td>49,612</td>
<td>186,978</td>
<td>7,149</td>
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<td>194,127</td>
</tr>
<tr>
<td>November, 2012</td>
<td>215,694</td>
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<td>174,343</td>
<td>3,831</td>
<td>11,702</td>
<td>189,876</td>
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<tr>
<td>December, 2012</td>
<td>207,265</td>
<td>32,232</td>
<td>175,033</td>
<td>2,229</td>
<td>15,440</td>
<td>192,702</td>
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<tr>
<td>January, 2013</td>
<td>216,559</td>
<td>43,073</td>
<td>173,486</td>
<td>3,616</td>
<td>-</td>
<td>177,102</td>
</tr>
<tr>
<td>February, 2013</td>
<td>214,013</td>
<td>39,131</td>
<td>174,882</td>
<td>5,133</td>
<td>8,294</td>
<td>188,309</td>
</tr>
<tr>
<td>March, 2013</td>
<td>228,989</td>
<td>45,237</td>
<td>183,752</td>
<td>3,838</td>
<td>81</td>
<td>187,671</td>
</tr>
<tr>
<td>April, 2013</td>
<td>227,972</td>
<td>48,924</td>
<td>179,048</td>
<td>1,995</td>
<td>2,906</td>
<td>183,949</td>
</tr>
<tr>
<td>May, 2013</td>
<td>226,539</td>
<td>37,208</td>
<td>189,331</td>
<td>1,277</td>
<td>-</td>
<td>190,608</td>
</tr>
<tr>
<td>June, 2013</td>
<td>218,287</td>
<td>34,453</td>
<td>183,834</td>
<td>2,025</td>
<td>6,656</td>
<td>192,515</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$ 2,631,381</strong></td>
<td><strong>$ 486,122</strong></td>
<td><strong>$ 2,145,259</strong></td>
<td><strong>$ 46,293</strong></td>
<td><strong>$ 54,771</strong></td>
<td><strong>$ 2,246,323</strong></td>
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**Contract Specifications**

**Paragraph 8.1.1.2**

For Base Cost and Base Subsidy

<table>
<thead>
<tr>
<th></th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Total Paid to First Transit</th>
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<tr>
<td><strong>$ 2,737,061</strong></td>
<td><strong>$ 465,300</strong></td>
<td><strong>$ 2,271,761</strong></td>
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**Over (Under) Contract Requirements**

<table>
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<th>Requirements</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Total Paid to First Transit</th>
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<tbody>
<tr>
<td><strong>$ (105,680)</strong></td>
<td><strong>$ 20,822</strong></td>
<td><strong>$ (126,502)</strong></td>
<td></td>
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</table>

**Operating Costs**

<table>
<thead>
<tr>
<th></th>
<th>$ 2,732,445</th>
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</thead>
<tbody>
<tr>
<td><strong>Depreciation</strong></td>
<td><strong>(249,875)</strong></td>
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</tbody>
</table>

**Adjusted Operating Costs**

<table>
<thead>
<tr>
<th></th>
<th>$ 2,482,570</th>
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</thead>
</table>

**Farebox Ratio Actual**

<table>
<thead>
<tr>
<th></th>
<th>19.6%</th>
</tr>
</thead>
</table>

**Farebox Ratio Contract**

<table>
<thead>
<tr>
<th></th>
<th>17.0%</th>
</tr>
</thead>
</table>
### EXHIBIT F

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

#### All First Transit Services Combined

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

**Contract Specifications**  
Paragraphs 8.1.1 and 8.1.2 For Base Cost and Base Subsidy  
$3,367,141 | $488,235 | $2,878,906

**Over (Under) Contract Requirements**  
$ (119,237) | $18,139  | $ (137,376)

**Operating Costs**  
$3,352,614

**Depreciation**  
(249,875)

**Adjusted Operating Costs**  
$3,102,739

**Farebox Ratio Actual**  
16.3%

**Farebox Ratio Contract**  
14.5%
Imperial County Transportation Commission
& First Transit, INC.

IVT-ACCESS Paratransit Service Program

For the Year Ended June 30, 2013
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<th>Section</th>
<th>Page</th>
</tr>
</thead>
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<td>3-4</td>
</tr>
<tr>
<td>ACCOUNTANTS' COMMENTS</td>
<td>5</td>
</tr>
<tr>
<td>SUPPLEMENTAL INFORMATION</td>
<td></td>
</tr>
<tr>
<td>Exhibit A – Internal Controls over Cash Handling Procedures</td>
<td>6</td>
</tr>
<tr>
<td>Exhibit B – Statement of Fixed Rate, Farebox Revenue and Net Subsidy</td>
<td>7</td>
</tr>
</tbody>
</table>
INDEPENDENT ACCOUNTANTS' REPORT

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

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

Our procedures and findings are as follows:

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

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

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

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

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

Hutchinson and Bloodgood LLP

April 15, 2014
ACCOUNTANTS’ COMMENTS

PURPOSE

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

FARE REVENUES

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

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

The farebox recovery ratio was not met for this year.

ICTC SUBSIDY

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

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

IMPERIAL COUNTY TRANSPORTATION COMMISSION
AND
FIRST TRANSIT, INC.
IVT-ACCESS PARATRANSIT SERVICE PROGRAM
INTERNAL CONTROLS OVER CASH HANDLING PROCEDURES
FOR YEAR THE ENDED JUNE 30, 2013

OBJECTIVE

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

PROCEDURES

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

OBSERVATIONS

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

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

CONCLUSION

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

IMPERIAL COUNTY TRANSPORTATION COMMISSION
AND
FIRST TRANSIT, INC.
IVT-ACCESS PARATRANSPORT SERVICE PROGRAM
STATEMENT OF FIXED RATE, FAREBOX REVENUE AND NET SUBSIDY
JULY 1, 2012 THROUGH JUNE 30, 2013

<table>
<thead>
<tr>
<th>Date</th>
<th>Base Cost</th>
<th>Farebox</th>
<th>Net Subsidy</th>
<th>Fuel Escalator</th>
<th>Marketing</th>
<th>Net Cost and Total Paid to First Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, 2012</td>
<td>$ 95,211</td>
<td>$ 4,184</td>
<td>$ 91,027</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 91,027</td>
</tr>
<tr>
<td>August, 2012</td>
<td>100,752</td>
<td>4,716</td>
<td>96,036</td>
<td>1,940</td>
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<td>97,976</td>
</tr>
<tr>
<td>September, 2012</td>
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<td>3,640</td>
<td>80,181</td>
<td>1,905</td>
<td>-</td>
<td>82,086</td>
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<tr>
<td>October, 2012</td>
<td>96,021</td>
<td>5,022</td>
<td>90,999</td>
<td>1,613</td>
<td>-</td>
<td>92,612</td>
</tr>
<tr>
<td>November, 2012</td>
<td>87,201</td>
<td>3,929</td>
<td>83,272</td>
<td>997</td>
<td>-</td>
<td>84,269</td>
</tr>
<tr>
<td>December, 2012</td>
<td>79,496</td>
<td>3,210</td>
<td>76,286</td>
<td>601</td>
<td>3,681</td>
<td>80,568</td>
</tr>
<tr>
<td>January, 2013</td>
<td>101,524</td>
<td>3,867</td>
<td>97,657</td>
<td>973</td>
<td>1,234</td>
<td>99,864</td>
</tr>
<tr>
<td>February, 2013</td>
<td>101,794</td>
<td>3,942</td>
<td>97,852</td>
<td>1,575</td>
<td>-</td>
<td>99,427</td>
</tr>
<tr>
<td>March, 2013</td>
<td>108,096</td>
<td>4,348</td>
<td>103,748</td>
<td>967</td>
<td>276</td>
<td>104,991</td>
</tr>
<tr>
<td>April, 2013</td>
<td>110,281</td>
<td>4,219</td>
<td>106,062</td>
<td>471</td>
<td>-</td>
<td>106,533</td>
</tr>
<tr>
<td>May, 2013</td>
<td>106,510</td>
<td>4,163</td>
<td>102,347</td>
<td>322</td>
<td>-</td>
<td>102,669</td>
</tr>
<tr>
<td>June, 2013</td>
<td>100,908</td>
<td>3,943</td>
<td>96,965</td>
<td>501</td>
<td>-</td>
<td>97,466</td>
</tr>
<tr>
<td>Total</td>
<td>$ 1,171,615</td>
<td>$ 49,183</td>
<td>$ 1,122,432</td>
<td>$ 11,865</td>
<td>$ 5,191</td>
<td>$ 1,139,488</td>
</tr>
</tbody>
</table>

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

Over (Under) Contract Requirements
$ (144,328)  $ (53,460)  $ (90,868)

Operating Costs
$ 1,188,671
Depreciation
(100,479)
Adjusted Operating Costs
$ 1,088,192

Farebox Ratio Actual
4.5%
Farebox Ratio Contract
7.8%
IV. APPROVAL OF CONSENT CALENDAR

D. SPECIFIC TRANSIT OPERATOR FISCAL REPORTS FY 2012-13 FOR MED-EXPRESS AND WEST SHORES DIAL-A-RIDE
June 2, 2014

ICTC Management Committee  
Imperial County Transportation Commission  
1405 N. Imperial Ave., Suite 1  
El Centro, CA 92243  

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

Dear Committee Members:

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

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

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

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

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

Sincerely yours,

MARK BAZA  
Executive Director

BY: [Signature]

Kathi Williams  
Senior Transit Planner

MB/ksw/cl

Attachments

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

Med-Express Transit Service Report
For The Year Ended June 30, 2013
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<table>
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<td>INDEPENDENT ACCOUNTANTS' REPORT</td>
<td>3 - 4</td>
</tr>
<tr>
<td>ACCOUNTANTS' COMMENTS</td>
<td>5</td>
</tr>
<tr>
<td>SUPPLEMENTAL INFORMATION</td>
<td></td>
</tr>
<tr>
<td>Exhibit A - Comparative Statement of Budget to Actual Expenditures</td>
<td>6</td>
</tr>
<tr>
<td>Exhibit B - Internal Controls over Cash Handling Procedures</td>
<td>7</td>
</tr>
</tbody>
</table>
INDEPENDENT ACCOUNTANTS' REPORT

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

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

Our procedures and findings are as follows:

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

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

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

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

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

Hutchinson and Bloodgood LLP

April 15, 2014
ACCOUNTANTS’ COMMENTS

PURPOSE

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

FARE REVENUES

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

ICTC SUBSIDY

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

EXPENDITURES

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

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

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

**EXHIBIT A**

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

Fares Collected: 31,638

Net Expenditures Eligible for Subsidy: **$167,554**

Amount Paid Per Contract: **$167,554**

6
IMPERIAL COUNTY TRANSPORTATION COMMISSION
AND
ARC – IMPERIAL VALLEY
ARC-IV TRANSIT SERVICE CONTRACT
INTERNAL CONTROLS OVER CASH HANDLING PROCEDURES
FOR THE YEAR ENDED JUNE 30, 2013

EXHIBIT B

OBJECTIVE

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

PROCEDURES

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

OBSERVATIONS

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

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

CONCLUSION

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

West Shores Dial-A-Ride Transit Service Report
For The Year Ended June 30, 2013
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<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
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<td>3 - 4</td>
</tr>
<tr>
<td>ACCOUNTANTS' COMMENTS</td>
<td>5</td>
</tr>
<tr>
<td>SUPPLEMENTAL INFORMATION</td>
<td></td>
</tr>
<tr>
<td>Exhibit A - Comparative Statement of Budget to Actual Expenditures</td>
<td>6</td>
</tr>
<tr>
<td>Exhibit B - Internal Controls over Cash Handling Procedures</td>
<td>7</td>
</tr>
</tbody>
</table>
INDEPENDENT ACCOUNTANTS' REPORT

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

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

Our procedures and findings are as follows:

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

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

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

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

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

Hutchinson and Bloodgood LLP

April 15, 2014
ACCOUNTANTS' COMMENTS

PURPOSE

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

FARE REVENUES

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

ICTC SUBSIDY

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

EXPENDITURES

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

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

However, as long as total expenditures are within the total budget per service contract, there is no language that specifically disallows costs that are over the line item budgeted amount.
### Comparative Statement of Budget to Actual Expenditures

**For the Year Ended June 30, 2013**

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget</th>
<th>Actual</th>
<th>Under/(Over) Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$25,934</td>
<td>$25,083</td>
<td>$851</td>
</tr>
<tr>
<td>Supplies</td>
<td>239</td>
<td>291</td>
<td>(52)</td>
</tr>
<tr>
<td>Office Expense</td>
<td>227</td>
<td>584</td>
<td>(357)</td>
</tr>
<tr>
<td>Safety/Training</td>
<td>296</td>
<td>37</td>
<td>259</td>
</tr>
<tr>
<td>Laundry/Uniforms</td>
<td>548</td>
<td>595</td>
<td>(47)</td>
</tr>
<tr>
<td>Telephone</td>
<td>1,509</td>
<td>990</td>
<td>519</td>
</tr>
<tr>
<td>Utilities</td>
<td>222</td>
<td>204</td>
<td>18</td>
</tr>
<tr>
<td>Vehicle Repair/Maintenance</td>
<td>6,890</td>
<td>6,545</td>
<td>345</td>
</tr>
<tr>
<td>Vehicle Fuel</td>
<td>12,529</td>
<td>13,541</td>
<td>(1,012)</td>
</tr>
<tr>
<td>Other Repair/Maintenance</td>
<td>764</td>
<td>707</td>
<td>57</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>2,006</td>
<td>1,896</td>
<td>110</td>
</tr>
<tr>
<td>Tax &amp; License Fees</td>
<td>177</td>
<td>56</td>
<td>121</td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td>2,060</td>
<td>126</td>
<td>1,934</td>
</tr>
<tr>
<td>Workers' Comp. Insurance</td>
<td>843</td>
<td>706</td>
<td>137</td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>2,593</td>
<td>1,679</td>
<td>914</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>80</td>
<td>16</td>
<td>64</td>
</tr>
<tr>
<td>Building Interest</td>
<td>253</td>
<td>210</td>
<td>43</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>4,369</td>
<td>3,860</td>
<td>509</td>
</tr>
<tr>
<td>Administration</td>
<td>4,230</td>
<td>4,690</td>
<td>(460)</td>
</tr>
<tr>
<td>Depreciation</td>
<td>3,861</td>
<td>2,609</td>
<td>1,252</td>
</tr>
<tr>
<td>Marketing</td>
<td>2,089</td>
<td>375</td>
<td>1,714</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$71,719</strong></td>
<td><strong>64,800</strong></td>
<td><strong>$6,919</strong></td>
</tr>
</tbody>
</table>

**Fares Collected**

**Net Expenditures Eligible for Subsidy**

**Amount Paid Per Contract**

$60,510
OBJECTIVE

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

PROCEDURES

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

OBSERVATIONS

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

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

CONCLUSION

We found that the internal controls procedures over cash handling set by ARC-Imperial Valley are adequate based on established guidelines and that actual fares received are properly reported to the ICTC.
IV. APPROVAL OF CONSENT CALENDAR

E. FEDERAL HIGHWAY ADMINISTRATION (FHWA) DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION FOR FY 2014-15 FOR FEDERAL HIGHWAY FUNDS
June 6, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243


Dear Committee Members:

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

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

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

Staff recommends ICTC Management Committee forward this item to the ICTC Commission for review and approval, after the receipt of public comment:

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

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/vm/cl

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

TO: CALTRANS DISTRICT  11
    District Local Assistance Engineer

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

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

Disadvantaged Business Enterprise Liaison Officer (DBELO)

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

Planned Race Neutral Measures

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

Prompt Pay

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

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

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

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

a. Progress payments are only made to the contractor for costs incurred in the performance of the contract.
b. ICTC obtains adequate security for the progress payments and has sufficient written documentation to substantiate the work for which payment is requested. Adequate security may include title or obtaining a letter of credit or taking equivalent measures to protect the recipient’s financial interest in the progress payment.
c. ICTC obtains sufficient documentation to demonstrate completion of the amount of work for which progress payments are made.

_________________________  __________________________
(Signature)                  Date

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

_________________________  __________________________
(Signature of Caltrans District Local Assistance Engineer [DLAE]) Date

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

DBE Annual Submittal Form (07/ 1/10)
Attachment A

Prompt Payment of Withheld Funds to Subcontractors

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

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

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

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

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

Imperial County Transportation Commission
Prompt Payment Enforcement Mechanism

Monitoring

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

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

Enforcement Provisions

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

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

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

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

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

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

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

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

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

3. Providing technical assistance and other services.

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

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

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

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

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

9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
Local Agency ADA Annual Certification Form


Local Agency: Imperial County Transportation Commission (ICTC)  
Program Year: FFY 14/15  
Date Certification submitted: 6/06/14  

I. Name of ADA Coordinator: David Salgado  
   Telephone Number: (760) 592-4494  
   E-mail Address: davidsalgado@imperialctc.org  

II. ADA Complaint Procedure Adopted:  
   Yes: X Date of Adoption: May 2011  
   No: _____ Planned Date of Adoption: ________________  
   Final Completion Date: ____________________________  

III. Self-evaluation completed: ICTC does not own or operate any streets and/or public facilities; therefore, a self-evaluation is not necessary.  
   Yes: _____ Date of Completion: ________________  
   No: X (N/A) Planned Date of Completion: ________________  
   Final Completion Date: ____________________________  
   System established for periodically reviewing and updating the evaluation: ____________  

IV. Transition Plan completed: ICTC does not own or operate any streets and/or public facilities; therefore, a Transition Plan is not necessary.  
   Yes: _____ Date of Completion: ________________
Date of Implementation:

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

Final Completion Date:

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

Yes:   X     No: __________

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

Yes: _______  No: X (N/A)

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

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

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

Yes: _______  No: X (N/A)

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

A. ICTC EXECUTIVE DIRECTOR
Memorandum

Date:       June 11, 2014
To:         ICTC Management Committee
From:       Mark Baza, Executive Director
Re:         Executive Director’s Report

The following is a summary of the Executive Director’s Report for the Committee meeting of June 11, 2014.

1. **Imperial –Mexicali Bilingual Alliance:** The next meeting is scheduled for June 19, 2014 at 10:00 a.m. at the CDEM offices, Paseo del Valle No. 444-A, Fraccionamiento Jardines del Valle, Mexicali, B.C.

2. **Consolidated Paratransit (Dial-A-Ride) Requests for Proposal (IVT Ride):** Following the recent actions of the participating agencies and the Commission, a new RFP will be released in Mid-June 2014.

3. **The Brawley Transit Transfer Station and Gold Line Bus Service** was a finalist for the California Transportation Foundation (CTF) Transit Project of the Year Awards. The Awards Luncheon took place on May 22, 2014 in Sacramento. In attendance were Mayor Don Campbell (Brawley), Bill Figge (Caltrans), Augie Chang (PSOMAS) and Mark Baza. Unfortunately, the project was not selected. The project selected was a SANDAG/MTS Trolley Renewal Project in the City of San Diego, which consisted of Trolley Renewal Low Floor Platforms on the San Diego Metropolitan Transit System.

4. **Heber Public Utility District request for bus shelters in the community of Heber:** ICTC received a request from the Heber Public Utility District for bus shelter and ADA access improvements in the community of Heber in the areas of SR 86 (East Main St.) and Parkyns. On February 26, 2014 ICTC and Caltrans met to review the area and potential improvements, such as, sidewalks with ADA ramps, and re-location of the current westbound bus stop to the North West corner of Parkyns Ave. and SR-86. ICTC partnered with Caltrans to submit an ATP grant application for these improvements on May 21, 2014. Construction costs are estimated at $800,000. The “Heber Bus Stop and Sidewalk Improvements project” proposes to install sidewalk, curb and gutter, residential driveways and ADA accessible curb cuts at 6 locations. The work, should the grant be approved, will be completed by Caltrans, and occur on SR-86 between Parkyns Ave. and Heber Ave.

5. **Calexico Intermodal Transportation Center:** The feasibility study’s scope of work will also include: stakeholder meetings, public workshops, stakeholder surveys, site selection analysis, and financial and operational feasibility reports. See attached fact sheet. On April 29th the consultant conducted a second steering committee meeting to review the project location alternatives and findings to date. Preliminary study findings will be presented to the Calexico City Council on June 17, 2014.

6. **2014 Road Closures and Bus Delays:** It has been brought to the attention of ICTC staff that road closures will occur within the City of Westmorland. Routes 2N and 2S will be affected sometime in June or July due to a street...
rehab project in Westmorland of North Center St. The only 2 bus stops in Westmorland are located directly on North Center St. A detour will take place and a temporary bus stop identified. Rider’s alerts will also be posted of the future changes. Once work begins it is expected to last 30 to 60 days.

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

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

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

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

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

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

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

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

15. **Meetings attended on behalf of ICTC:**
   - California Association for Coordinated Transportation (CalACT), May 19-22, 2014
- California Transportation Commission, May 21, 2014
- Caltrans – Discuss Public Private Partnership Pilot at Calexico East Port of Entry, May 21, 2014
- California Transportation Foundation, Awards Luncheon – Brawley Transit Center is a finalist in Statewide Awards for Transit Centers, May 22, 2014
VI. ACTION CALENDAR

A. ICTC BUS STOP MEMORANDUM OF UNDERSTANDING (MOU) - FY 2013-14
June 4, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

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

Dear Committee Members:

In FY 2013-14, ICTC staff developed a plan for a four-phase bus stop improvement program. The phases are as follows:

1. Memorandum of Understanding between ICTC and member agencies on the use of bus stops and transfer terminals
2. ICTC Safety and Design Standards Guidelines
3. Region wide Bus Stop/Terminal inventory including categorization of existing and recommended amenities, photographs, compliance review with the Americans With Disabilities Act (ADA), GPS coordinates, recommendations for improvements, replacement of all bus stop signage, recommendations for schedule and information technology.
4. Research and recommendation into the feasibility of a region-wide bus stop maintenance contractor

While ICTC administers contracts with third parties for the operation of the intercity regional and intra-city circulator public bus systems. The member agencies also currently develop and maintain the bus stops and transfer terminals with funds provided by ICTC. However, there are no formalized priority usage or funding agreements and coordination of use. With the increasing use of public transit as an option for travel within Imperial Valley, it was felt that, clear and uniform agreements might be needed.

Phase 1 of the project involved the completion of a draft MOU document focused on the public fixed route system, Imperial Valley Transit. ICTC staff completed a draft MOU and desires to receive comments for the completion of the project.

The draft document is requested to be circulated for member agency review and comment. Comments and recommendations are requested back to ICTC by September 30, 2014.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
It is requested that the ICTC Management Committee:

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

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cl
MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into this _______ day of ________________, 2013, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION, a political subdivision of the State of California ("ICTC"), and the CITY OF ____________, a municipal corporation of the State of California ("CITY"), (individually, “Party;” collectively, “Parties”).

RECITALS

WHEREAS, ICTC, as the entity responsible for the day-to-day regional public transit management and operations in Imperial County, identified by survey, attached hereto as Exhibit “A” and incorporated herein by reference, that there are currently ____________ bus stops used by ICTC transit services within the CITY; and

WHEREAS, there is a need to establish a uniform system in place across ICTC jurisdictions that guides roles and responsibilities regarding bus stops in terms of placement, maintenance, permitting, and related matters; and

WHEREAS, Parties are desirous to establish a working relationship and designate responsibilities for the planning, installation, maintenance, upkeep, and liability for bus stops and transfer terminals; and

WHEREAS, the term “bus stops” shall include the various poles, signs, and furnishings (e.g., shelters, benches, lighting, waste receptacles, etc.) that are located in the public right of way, used to demarcate stopping points for buses or shuttles along designated routes, and built to accommodate approximately 1 – 20 passengers; and

WHEREAS, the term “bus transfer terminal” shall include the various poles, signs, and furnishings (e.g., shelters, benches, lighting, waste receptacles, etc.) that are located in the public right of way, used to demarcate stopping points for buses or shuttles along designated routes, and built to accommodate approximately 50 – 75 passengers; and

WHEREAS, when properly located, adequately designed, and effectively enforced, bus stops can improve transportation service and expedite general traffic flow; and

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WHEREAS, decisions regarding bus stop spacing and location call for a careful analysis of passenger service requirements (demand, convenience, and safety), the type of bus service provided, and the interaction of stopped buses with general traffic flow.

NOW THEREFORE, for and in consideration of the mutual promises set out herein, ICTC and CITY have and hereby agree as follows:

1. PURPOSE

   A. To establish the relationship between ICTC and CITY, and to set forth responsibilities for the planning, installation, maintenance, upkeep and liability for bus stops and transfer terminals.

   B. To acknowledge and establish a procedure, protocol, and process for the allocation of Transportation Development Act (TDA) or other funding by ICTC for these purposes.

   C. To establish priority of use by Imperial Valley Transit (IVT) and IVT circulators at ICTC-funded bus stops and transfer terminals.

   D. To formalize the use of bus stops and transfer terminals, including those currently in use in addition to those reserved for future use for IVT or IVT circulator bus systems.

2. PROJECT COORDINATION

   A. The ICTC Executive Director, or his designee, is hereby designated as the Project Manager for ICTC and shall supervise all aspects of the progress and execution of this MOU.

   B. The CITY ____________________________, or a representative thereof, is hereby designated as the Project Manager for CITY and shall supervise all aspects of the progress and execution of this MOU.

3. BUS STOP MAINTENANCE

   The CITY, upon the execution of this MOU, will assume maintenance, repair, and general upkeep responsibility for those bus stops within the CITY as identified in Exhibit “A”. ICTC acknowledges that CITY has exclusive rights regarding shelter advertising within the CITY. The CITY, as the owner of the right of way, will provide routine maintenance to the path of travel associated with bus stops, including but not limited to street sweeping, striping, or curb painting. The
CITY, as owner of the amenities, will provide routine maintenance to the location and facilities including but not limited to the emptying of trash receptacles, repair of lights, removal of graffiti, and clearing of other debris. ICTC shall supply limited funding from regional sources in the annual budget to offset the foregoing maintenance costs.

4. **BUS STOP ADDITIONS, DELETIONS, OR MODIFICATIONS**

ICTC shall develop transit service routes and propose bus stop additions, deletions, or modifications in coordination with CITY staff. Parties shall consider traffic patterns, route operation, street design, traffic safety issues, state and federal accessibility requirements, the CITY’s circulation element of the general plan, impacts to adjacent properties and adjacent owner consent, traffic operations planning, and the California Environmental Quality Act (CEQA). Proposals may be submitted by either Party. All bus stop additions, deletions, or modifications that are proposed in CITY are subject to CITY’s approval and all applicable encroachment permit municipal ordinances.

Following an on-site joint review between Parties, ICTC may submit a formal application to CITY proposing an addition, deletion, or modification. The CITY’s Project Manager shall work together with the CITY’s Traffic Engineer and/or other similarly designated officials to prepare a response. The CITY’s Project Manager shall respond to the formal application within ninety (90) days as follows:

A. Inform ICTC of unresolved issues for further review and analysis, by sending a Letter of Further Inquiry to ICTC identifying such issues; or

B. Grant approval, with or without conditions, of the bus stop addition, deletion, or modification, by sending a Letter of Approval to ICTC and issuing an encroachment permit as necessary; or

C. Deny the proposal and the encroachment permit, by sending a Letter of Denial to ICTC and stating the reasons for denial therein.

Upon issuance of the Letter of Approval and/or permit by the CITY, and after any improvements to the street, if required, have been completed by the CITY, the CITY will construct, eliminate, or modify the bus stop as agreed. The CITY will ensure that the bus stops are accessible pursuant to state and federal regulations.
Alternatively, ICTC will extend the service development process to allow the necessary time to work with the CITY to obtain approval. Over the next five years, Parties will work cooperatively with the goal of establishing permits for all bus stops identified and located within the CITY.

5. **BUS STOP GUIDELINES**

In considering adding, removing, or modifying bus stops, the Parties shall consider best practices. The following guidelines may be considered to guide Parties in their decision making:

A. Bus stops are the locations where bus passengers access the ICTC transit system. Bus stops must therefore be convenient to the places where passengers wish to go. Convenience, safety, and speed must be balanced in determining appropriate bus stop placement, as too many bus stops can slow down travel times. The level of passenger usage of a bus stop is an important factor when considering bus stop placements or removals.

B. Within the CITY jurisdiction, ICTC seeks to have bus stops set a reasonable distance apart. This target has been set with the goal of increasing travel speed for buses. Bus stops should be close enough that passengers can walk to them easily, but far enough apart to help buses move quickly. Discretion shall be applied to balance ICTC’s goal of improving service and expediting traffic flow with consideration of passengers’ safety, interests, and needs.

C. Bus stops on the street are usually located along the street curb for direct safe passenger access to and from the sidewalk, waiting, and walking areas. Stops may be located either in the intersection exit (far-side) or the intersection approach (near-side).

D. Far-side stops are the preferable choice for service in general because they may reduce conflicts between right-turning vehicles and stopped buses, eliminate sight-distance issues on approaches to an intersection, and encourage pedestrian crossing at the rear of the bus. Near-side stops are acceptable when a far-side stop is deemed unsafe or impractical. Mid-block stops are considered special case stops and may be used when no better alternative is available.

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E. When bus stops are initiated or relocated, bus stop locations shall be chosen such that, to the maximum extent practical, the areas where lifts or ramps are to be deployed comply with State and Federal accessibility requirements.

F. To promote better orderliness, speed, efficiency, safety, and ultimately public service, ICTC fixed route services currently known as Imperial Valley Transit (IVT) shall enjoy priority of use at all bus stops and transfer terminals.

6. **BUS STOP ENFORCEMENT**

   Except as stated in other agreements, local law enforcement agencies shall enforce all state laws, local ordinances, and regulations governing bus stops.

7. **TERM AND TERMINATION; DEFAULT**

   The term of this MOU shall be for five (5) years commencing on the date first hereinabove written and shall remain in effect until terminated by any party as provided for in this MOU. At the end of the term, the MOU shall automatically renew for an additional five (5) year period unless one party provides written notice of termination to the other party thirty (30) days prior to the expiration of the current term.

   If any term or provision of this MOU, or the application of such provision to a particular situation, is held by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, the remaining terms and provisions shall continue in full force and effect; however, the Party claiming the benefit of such provision may, upon written notice to the other Parties, terminate this MOU. A material breach of this MOU shall include, but not be limited to, the continued failure to comply with any term or condition for more than thirty (30) days after written notice of non-compliance, and upon passage of thirty (30) days’ notice shall entitle the noticing party to terminate the MOU and seek all available legal and equitable remedies. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.

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8. **NOTICES AND REPORTS**

A. All notices and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, return receipt requested, addressed as follows:

**ICTC**

ICTC

Attn: Project Manager

1405 North Imperial Ave, Suite 1

El Centro, CA 92243

**CITY**


B. Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

9. **INDEPENDENCE OF PARTIES**

The Parties, on their own behalf and the behalf of its agents and employees, agrees that each is acting in an independent capacity and not as an agent, officer or employee of either of the other Parties.

Nothing herein contained shall be construed to create, and the Parties hereto expressly disclaim any intent to create, any form of agency relationship, joint venture or partnership.

10. **AUTHORITY**

The Parties represent and warrant that the people executing this MOU on their respective behalf have the authority to sign this MOU and bind all Parties to the performance of all duties and obligations assumed herein.

11. **INDEMNITY**

As between the Parties, CITY is deemed to assume responsibility and liability for, and CITY shall indemnify and hold harmless and defend ICTC and any and all of its officers, agents, servants, or employees against any and all claims, loss damage, charge or expense, including attorney’s fees and costs, whether direct or indirect, to which ICTC or such officers, agents, servants, or employees may be put or subject, by reason of any damage, loss or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any negligent act or action, or any neglect, or failure to act, when under a duty to act, on the part of CITY, in its performance hereunder.
As between the parties, ICTC is deemed to assume responsibility and liability for, and ICTC shall indemnify and hold harmless and defend CITY and any and all of its officers, agents, servants, or employees against any and all claims, loss damage, charge or expense, including attorney's fees and costs, whether direct or indirect, to which CITY or such officers, agents, servants, or employees may be put or subject, by reason of any damage, loss or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any negligent act or action, or any neglect, or failure to act, when under a duty to act, on the part of ICTC, in its performance hereunder.

12. **CHOICE OF LAW**

This MOU is made and entered into in Imperial County, California. This MOU shall be construed and enforced in accordance with the laws of the State of California, except that the Parties agree that any action brought by either party regarding this MOU shall be brought in a court of competent jurisdiction in Imperial County or, if appropriate, in the Federal District Court serving Imperial County.

13. **COVENANT OF GOOD FAITH**

The Parties hereto agree to act in good faith and deal fairly with the other party in the performance of this MOU.

14. **ENTIRE AGREEMENT**

This MOU constitutes the full and complete agreement between the Parties. All prior agreements and understandings with respect to the subject matter of this MOU are merged herein. This MOU may be executed in counterparts. The Parties have and hereby agree that the indemnification provision set forth in this MOU is a material factor in the ICTC's approval of this MOU. Notwithstanding anything in this MOU to the contrary, the full execution by CITY and the delivery of this MOU to ICTC is a condition precedent to the effectiveness of this MOU.
IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day and year first above written.

IMPERIAL COUNTY TRANSPORTATION COMMISSION:

By: __________________________
    JACK TERRAZAS, Chairperson

Imperial County Transportation Commission
State of California

ATTEST:

CRISTI TERMA,
Secretary to the Commission

PROVIDER: CITY OF _____________

By: __________________________
    , Mayor

City of ________________________
State of California

ATTEST:

City Clerk
City of ________________________

APPROVED AS TO FORM:

MICHAEL L. ROOD
County Counsel

By: __________________________
    ERIC HAVENS,
    Deputy County Counsel

By: __________________________
    City Attorney, City of ________________________
VI. ACTION CALENDAR

B. ICTC BUS STOP SAFETY AND DESIGN STANDARDS GUIDELINES PROJECT—FY 2013-14
June 4, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

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

Dear Committee Members:

In FY 2013-14, ICTC staff developed a plan for a four-phase bus stop improvement program. The phases are as follows:

1. Memorandum of Understanding between ICTC and member agencies on the use of bus stops
2. ICTC Safety and Design Standards Guidelines
3. Region wide Bus Stop/ Terminal inventory including categorization of existing and recommended amenities, photographs, ADA compliance review, GPS coordinates and recommendations for improvements, replacement of all bus stop signage, recommendations for schedule and information technology.
4. Research and recommendation into the feasibility of a region wide bus stop maintenance contractor

While ICTC administers contracts with third parties for the operation of the intercity regional and intracity circulator public bus systems. The member agencies also currently develop and maintain the bus stops and transfer terminals with funds provided by ICTC. However, there are no technical specifications and no uniformity to the planning, specifications, development, maintenance and coordination of use. With the increasing use of public transit as an option for travel within Imperial Valley, it was felt that, clear and uniform guidance was needed.

Phase 2 of the project involved the completion of a Bus Stop Safety and Design Standards Guidelines document focused on the public fixed route system, Imperial Valley Transit. In early FY 2013-14 ICTC completed a competitive bid process to acquire a consultant firm for the completion of the project.

The project entailed a review of existing services and facilities, review of applicable plans and significant consultation with member agencies’ staff. The project is designed to be a resource or a tool for agency public works and planning staff that interact with transit operators, transit planners and developers.

The draft document has been developed, circulated for public comment, and presented on May 22nd to the ICTC Technical Advisory Committee.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
The consultant team from NV5 is scheduled to provide a brief presentation and answer questions. After the consultants’ presentation, it is requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval, after the receipt of public comment if any.

1. Approve the 2013-14 ICTC Bus Stop Safety and Design Standards Guidelines Project.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cl
C. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ICTC AND SCAG FOR A SAFE ROUTES TO SCHOOL REGIONAL PLAN
June 6, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

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

Dear Committee Members:

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

| Grant Funds:           | $ 175,000 |
| Local Match:           | $ 13,500  |
| In-Kind Contributions: | $ 4,375   |
| Total Project Cost     | $ 193,000 |

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

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

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

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

Sincerely,

MARK BAZA
Executive Director

MB/ds

Attachments
MEMORANDUM OF UNDERSTANDING

No. ____________

BETWEEN

IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC) AND
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS FOR
REGIONAL SAFE ROUTES TO SCHOOL MASTER PLAN PROJECT
(Project/OWP # __________74A0740______)

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

RECITALS

WHEREAS, ICTC programmed the total project amount of $192,500 into its applicable Overall Work Program (“OWP”) for the Project, which includes ICTC’s receipt of Federal Transit Administration (“FTA”) Section 5304 Statewide Transit Planning Grant funds (“Federal Grant”) awarded by the California Department of Transportation (“Caltrans”), in the amount of $175,000 for this Project;

WHEREAS, ICTC will provide a Local Cash Match in the total amount of $17,500 for the Project;

WHEREAS, SCAG is the subrecipient of these Project funds and intends to award a contract to a consultant(s) (“Consultant”) in the not to exceed amount of $192,500 to perform work for the Project as set forth in the Scope of Work, attached hereto and subsequently herein referred to as Exhibit A;

WHEREAS, performance by the selected Consultant and SCAG will begin on the dates indicated herein and is planned to continue through __[insert date]Monday February 29, 2016__;

WHEREAS, ICTC’s designated project manager, in coordination with SCAG’s designated project manager, will ensure that the Scope of Work identified in Exhibit A is performed by the selected Consultant;

WHEREAS, the selected Consultant shall not begin work on the Project until SCAG issues a Notice to Proceed;

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

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. **MOU**

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

2. **Definitions**

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

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

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

3. **Scope of Work**

   a. SCAG shall obtain through competitive procurement and consistent with applicable requirements, the services of a Consultant to perform work for the Project as set forth in Exhibit A, and the Project Schedule and Funding Chart, attached hereto and subsequently herein referred to as Exhibit B, for the not to exceed amount of $192,500, subject to the execution of a valid, enforceable contract between SCAG and its Consultant. In the event of a conflict amongst this MOU, the Scope of Work, and the FTA, the Scope shall take precedence over the MOU and the FTA shall take precedence over both.

   b. Both Parties’ Project Managers shall be provided with copies of all draft and final working documents as soon as available from the Consultant.

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

4. **Term**

   The Term of this MOU shall begin on the Effective Date of the MOU and continue until [insert date] June 30, 2016, hereinafter referred to as the “Completion Date,” unless terminated earlier as provided herein.
5. **Program Management**

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

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

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

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

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

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

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

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

6. **Funding**

a. The Parties agree and acknowledge that the total value of the Project is $192,500, and is funded as follows:

   Grant Funds: $175,000  
   Local Cash Match Contribution: $13,125  
   Local In-Kind Match: $4,375

b. ICTC shall provide the required local cash match commitment of $17,500 in accordance with **Exhibit B** to SCAG.

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

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

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

f. Cost reimbursement for the Project beyond [insert date] June 30 of each fiscal year is subject to the inclusion and funding agency approval of this Project in ICTC’s OWP for each applicable fiscal year. ICTC reserves the right to terminate this MOU effective [insert date] February 28 of the fiscal year in which funding was approved or to amend this MOU to reflect any reduction in funds.

7. Cost Principles

a. ICTC agrees to comply with the following:

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


8. MOU Changes

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

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

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

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

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

10. Hold Harmless

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

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

11. Records Retention and Audits

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

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

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

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

12. Federal Certifications and Assurances

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


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

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

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

c. Federal Lobbying Activities Certification.

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

2) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, SCAG, as applicable, shall complete and submit Federal Standard Form-LL, “Disclosure Form to Report Lobbying,” in accordance with those form instructions.”
3) This certification is a material representation of fact, upon which reliance was placed when this MOU was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the Master Fund Transfer Agreement between ICTC and the State.

13. Equal Employment Opportunity/Nondiscrimination

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

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

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

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

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

14. Conflict of Interest

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

15. Independent Contractor

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

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

17. Noncompliance

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

18. Termination of MOU

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

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

19. Non-Assignment

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

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

20. Severability

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

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

22. Waiver

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

23. Effective Date

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

24. Entire MOU

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

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

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

IMPERIAL COUNTY TRANSPORTATION COMMISSION

By: _______________________________________________ _________________
    Mark Baza
    Executive Director

Date

APPROVED AS TO FORM:

By: _______________________________________________ _________________
    Raquel M. Young
    Deputy County Counsel

Date

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By: _______________________________________________ _________________

Date

APPROVED AS TO FORM:

By: _______________________________________________ _________________

Date
VI. ACTION CALENDAR

D. DRAFT ICTC OVERALL WORK PROGRAM (OWP) AND BUDGET, FY 2014-2015
June 6, 2014

ICTC Management Committee
1405 N. Imperial Avenue, Suite 1
El Centro, CA 92243

SUBJECT: Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015

Dear Committee Members:

The previous fiscal year (FY) of 2013-2014 was a productive year for ICTC in partnership with our member agencies, and our U.S. regional, state and federal transportation partners, such as, the Southern California Association of Governments (SCAG), San Diego Association of Governments (SANDAG), California Transportation Commission (CTC), California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), U.S. Customs and Border Protection, and the U.S. General Services Administration (GSA); and our cross-border partners in the City of Mexicali and State of Baja California, Mexico. The following are highlights of our major accomplishments initiated or completed.

- Completion of the Transit Transfer Terminals in the Cities of Brawley and El Centro
- Increased regional transit service hours on Imperial Valley Transit (IVT) and IVT ACCESS:
  - the Imperial Valley College (IVC) Express Trips
  - Increased Saturday Service
  - Reduced service headways from 70 minutes to 35 minutes from Calexico to El Centro
  - Implemented the Brawley Gold Line Circulator; and
  - Introduced for the first time, a limited Sunday service schedule
- Initiated several transit and transportation studies of regional significance, for example:
  - Calexico Border Intermodal Transportation Center Feasibility Study
  - IVT Bus Stop Safety and Design Standards and Guidelines Project
  - ADA Paratransit Service Certification and Eligibility Process, Demand Management, and Growth Assessment
  - 2014 Coordinated Public Transit and Human Services Transportation Plan
  - 2014 Imperial County Disparity Study
  - California/Baja California Border Master Plan
  - California/Baja California Bicycle and Pedestrian Access Study
  - County of Imperial’s 2014 Comprehensive Economic Development Strategy (CEDS) – Transportation Update
In partnership with the Imperial Valley Economic Development Corporation and Baja California partners executed a Memorandum of Understanding to institutionalize our binational partnership and programs for the Imperial-Mexicali Binational Alliance; and,

- In partnership with Caltrans and the CTC, the 2014 State Transportation Improvement Program (STIP) was adopted to include full state funding for:
  - I-8 Imperial Avenue Interchange Re-Construction Project ($39.1 Million)
  - Planning, Programming and Monitoring (PPM) funding for Regional Planning Staff Resources through FY 2018-2019 ($1.2 Million)

The Draft Fiscal Year (FY) 2014-2015 Imperial County Transportation Commission (ICTC) Overall Work Plan (OWP) and Budget is hereby presented for your review and recommendation prior to finalization for approval to our ICTC Board. Our Draft FY 2014-2015 OWP and Budget is balanced and minimizes impacts to vital transportation projects and programs for our region.

The OWP and Budget is divided into three sections: the Budget Summary, and the core programs of Regional Transportation Planning and Programming, and, Transit Planning and Program Management. Our Budget Summary contains all the program overviews and projections and is intended to provide a general understanding of ICTC’s budgeted activities and programs for the coming fiscal year. Within each of the other program sections, the key services and programs are also described. A summary description of the revenue sources, work activities, overall budget summary and work program elements are provided in the report attached. The total ICTC Budget is estimated at $20.8 million. This amount does not include state and federal funds allocated for state highways and local roads in Imperial Valley.

This budget proposes staffing of seven full-time positions to manage the programs and services described in this budget. The full-time positions includes one Office Assistant, one Secretary/Clerk to Commission, one Administrative Analyst, three transportation planner positions from entry-level to senior-level in classifications (responsible for: Regional Transportation Planning and Programming, and Transit Planning, Programming, Contracts and Transit Service Administration), and the Executive Director.

The budget includes funding for consultant and vendor services to continue to support the Commission’s administrative functions, i.e., accounts payable, accounts receivable, payroll, various program and fiscal audits, Human Resource activities and legal counsel. In addition, consultant services are identified for our on-going planning, programming, and transit programs. A workshop was conducted on May 28, 2014 and input was received from members of the Management Committee and Commission. The work program elements and budget identify specific priorities identified in our ICTC Strategic Plan and the associated costs.

Following review and input, it is requested that ICTC Management Committee recommend that the Draft ICTC Overall Work Program (OWP) and Budget, FY 2014-2015 be presented to the Commission for review and approval.

Sincerely,

MARK BAZA
Executive Director
Summary of Major Programs and Initiatives:

Financial Management

ICTC will strive to provide fiscally responsible and economic services that also produce timely and accurate data for the Commission and the public. Staff and consultant services have been established for performing the day to day accounting functions consisting of cash management, accounts receivable, accounts payable, payroll, general ledger and financial reports for each of the various federal, state and local program fund sources and the agency’s budget.

Community Outreach/Public Information/Marketing

The FY 2014-2015 ICTC Community Outreach/Public Information/Marketing program will continue efforts to incorporate all ICTC services into one comprehensive identifiable entity. For this year, our focus will be to enhance our new ICTC website as well as the IVT and IVT ACCESS web sites. Our goal will be to provide easy access for our member agencies, key stakeholders and the general public. We will continue our work to create a recognizable brand with the services and programs offered by the ICTC. In partnership with SCAG, key outreach activities will be undertaken to implement our program of projects identified in SCAG’s 2012 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS).

Key elements of the Outreach program include the administration and management of information provided for Commission and Management Committee meetings; the two ICTC Technical Advisory Committees; and, other public outreach opportunities within Imperial Valley.

Regional Transportation Planning and Program Management

In Fiscal Year 2014-2015 ICTC activities will emphasize the implementation of the Regional Transportation Plan (RTP) and Sustainable Community Strategies (SCS) for Imperial County. In the upcoming year, ICTC and the Southern California Association of Governments (SCAG) will work in partnership with each of the Cities and the County’s agencies to implement the strategies and projects identified. In FY 2013-2014, ICTC in participation with Caltrans and SCAG began development of the scope of work for a comprehensive update of the Imperial County Long Range Transportation Plan (LRTP), and submitted grants to assist in development. If grant award is successful the project will get underway this coming year.

ICTC will continue efforts with SCAG and Caltrans District 11 to update the Imperial County Transportation Model. This regional transportation model is a critical planning tool for evaluating and prioritizing major transportation improvements in the County. Staff and local stakeholders will partner with Caltrans in the development of a project study report for the Forrester Road Corridor from I-8 to SR78/86. Staff will also work to identify funding opportunities to pursue critical planning studies necessary for the Forrester Road Corridor and Westmorland Bypass from I-8 to SR-78/86.

As a lead agency in regional transportation efforts, ICTC is also actively involved in cross-border transportation planning and development. ICTC is a co-lead agency in successfully initiating and implementing the “Imperial-Mexicali Binational Alliance.” The goals for the Alliance are focused on Cross-border transportation infrastructure, economic development and environmental issues.

Capital Projects The Capital Projects programs provide oversight, planning, project management and monitoring for on-going roadway and highway improvement projects. One of the key regional projects include the, I-8/Dogwood Road Bridge Widening, I-8/Imperial Avenue Interchange, State Route 98 Widening (West of SR-111)/Cesar Chavez Blvd. Improvements; proposed widening of existing Forrester Road Corridor, Phase 1 construction; and, expansion of the Calexico West Port of Entry, proposed expansion of the Calexico East Port of Entry; and, other transit, pedestrian, and bicycle capital improvements referenced in the OWP and Budget report.
Transportation Improvement Program (TIP) The Transportation Improvement Program activity encompasses development and amendments to the State and Federal Transportation Improvement Programs (TIPs), including projects that may receive awards we anticipate submitting projects previously identified for programming once the proposed funds are approved by the federal government. Staff will continue to work closely with local agencies, SCAG staff and Caltrans staff to ensure the timely utilization of the following programmed funds: Regional Surface Transportation Program (RSTP), Congestion Management Air Quality (CMAQ), and Active Transportation Program (ATP).

In addition, ICTC has been successful in securing funding for the San Diego State University/Imperial Valley College Shuttle Analysis, that will get underway in Fall 2014. In partnership with Caltrans, ICTC will complete the Calexico Intermodal Transportation Center Feasibility Study and pursue capital funding for design and construction; and work to complete the California/Baja California Pedestrian and Bicycle Transportation Access Study. The tables below list the regional transportation planning and program management projects.

<table>
<thead>
<tr>
<th>Capital Projects</th>
<th>Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-8/Dogwood Bridge Widening</td>
<td>$33,120,000*</td>
</tr>
<tr>
<td>I-8/Imperial Avenue Interchange</td>
<td>$39,158,000*</td>
</tr>
<tr>
<td>State Route 98 and Cesar Chavez Blvd. Improvements – Calexico West Port Entry</td>
<td>$21,253,000*</td>
</tr>
<tr>
<td>Pedestrian Lane Expansion – Calexico West Port of Entry</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Binational Partnership Toll Pilot Project – Calexico East Port of Entry Bridge</td>
<td>$75,000,000</td>
</tr>
<tr>
<td>Widening, Auto and Truck Lane Expansion</td>
<td></td>
</tr>
<tr>
<td>Phase 1 Construction &amp; Expansion – Calexico West Port of Entry</td>
<td>$98,000,000</td>
</tr>
<tr>
<td>Phase 2 Construction &amp; Expansion – Calexico West Port of Entry</td>
<td>$275,000,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$544,531,000</td>
</tr>
</tbody>
</table>

*Source Federal Transportation Improvement Program (FTIP)

<table>
<thead>
<tr>
<th>Planning &amp; Transportation Improvement Program Projects</th>
<th>Funding</th>
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</thead>
<tbody>
<tr>
<td>Regional Surface Transportation Program (RSTP) - FY14/15</td>
<td>$2,265,000*</td>
</tr>
<tr>
<td>Congestion Mitigation &amp; Air Quality (CMAQ) - FY14/15</td>
<td>$1,470,000*</td>
</tr>
<tr>
<td>Safe Routes to School Regional Master Plan</td>
<td>$193,000</td>
</tr>
<tr>
<td>Calexico Intermodal Transportation Center Feasibility Study</td>
<td>$113,000</td>
</tr>
<tr>
<td>CA/Baja CA Ped/Bike Transportation Access Study (Land POE)</td>
<td>$300,000</td>
</tr>
<tr>
<td>Long Range Transportation Plan Update</td>
<td>$350,000*</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$4,691,000</td>
</tr>
</tbody>
</table>

*Source 2014 Federal Transportation Improvement Program (FTIP)
1Funding for this project is pending a TIGER grant award.

Transit Planning and Program Management

This budget receives input from three sources; the Annual Unmet Transit Needs Public Hearing, a review of available revenues, and the development of service budgets from member agencies. The OWP and Budget report contains this year’s recommended plan for funding transit planning, programs and operational requirements throughout Imperial County.
Approximately 100 additional persons are employed directly or indirectly through ICTC contracts with transit operators, local vendors and consultants in support of these programs and services. Funding is also spent locally when and where possible for additional services including; fuel, tires, uniforms, heavy duty mechanical, internet and marketing services.

The transit budget reflects revenue and expenses of approximately $20.7 million. In addition to the transit operations and capital funding, the table below lists the transit planning and program management projects.

<table>
<thead>
<tr>
<th>Transit Planning and Program Management Projects</th>
<th>Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Stop Inventory and Information Program</td>
<td>$150,000</td>
</tr>
<tr>
<td>SCAG Countywide Aerial Acquisition project</td>
<td>$10,000</td>
</tr>
<tr>
<td>San Diego State University/Imperial Valley College Shuttle Analysis</td>
<td>$295,000</td>
</tr>
<tr>
<td>SDSU/IVC Shuttle Analysis (In-Kind/Staff Local Match)</td>
<td>$33,881</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$488,881</strong></td>
</tr>
</tbody>
</table>

The following describes the federal, state and local fund sources:

**FEDERAL REVENUES AND FUND SOURCES**

Federal Transportation Administration (FTA) Section 5307 Urban grant funds received in arrears ICTC totaling $6.9 million are programmed to be utilized for the IVT, IVT Access and IVT- Blue and Green Line transit systems, and the El Centro, Brawley and Imperial bus transfer terminals. Actual apportionments for this fund are typically not available until October of each year. The FY 2014-15 budget estimates are based on apportionments from prior years.

Federal Transportation Administration (FTA) Section 5309 Federal earmark funds are budgeted for the construction phase of bus transfer terminal in Imperial.

Federal Transportation Administration (FTA) Section 5311 Rural funds received in arrears totaling $133K are programmed to be utilized for the IVT fixed route transit system in the rural area. Actual apportionments for this fund are typically not available until October of each year. The numbers for FY 2014-2015 are estimates based on apportionments from prior years.

**STATE REVENUES AND FUND SOURCES**

State Transportation Improvement Program Planning and Program Management (STIP-PPM) funds have been utilized for expenses associated with planning and programming activities. The California Transportation Commission approved the use of these funds annual since May 2010 based on the region’s request. The funds available in FY 2014-2015 are $300,000.

State Transit Assistance (STA) funds received quarterly are restricted to transit expenses only and are estimated at $772,950.

Local Transportation Funds (LTF): funds received monthly from the State Controllers offices based on the retail sales tax collected locally totaling near $9.2 million for transit purposes.

Funds in excess of transit services, if any, are then available for bus stop maintenance and improvements, and bicycle and pedestrian projects, etc. Available revenue received in the prior year, in excess of the previous year’s budgeted amount is reprogrammed as “Revenue Stabilization” or “Operating Reserve”.

T: Projects/ictc14-15 draft MC
Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) Funds are expected to be received annually, under the Bond Act Prop 1b approved by voters in November 2006. Grant funds are programmed for the completion of the Imperial bus transfer terminal.

California Security and Transit Grant Program (CSTGP) Funds were previously utilized for grants that provide lighting, cameras and security phones at the IVC Phase I bus transfer facilities, as well as, solar lighting facilities at the Brawley Transfer terminal. Newer grant funds are budgeted for the installation of security cameras on IVT and IVT ACCESS buses.

**LOCAL REVENUES AND FUND SOURCES**

Fare Revenue funds to be received from passengers or affiliated agencies on their behalf, as a portion of a cost of the passenger’s trip.

On Hand funds are programmed when there is a balance on account typically as a result of a cost savings, a delay in a project start date or unanticipated revenues from the prior year.

Local Transportation Authority (LTA 2%) these funds are listed due to language in the new LTA ordinance allowing for the use of 2% of the funding for transit services. The Authority took action on May 26th 2010, authorizing the use of these funds for local transit services.

SCAG/Member Contributions Member agency contributions are based upon a formula adopted by the Commission on May 26th, 2010.
# Imperial County Transportation Commission Funding Sources

| REVENUES |  |  |  |  |  |  |  |  |
|----------|---|---|---|---|---|---|---|
|          | Budget FY 2013-14 | Estimated Actual FY 2013-14 | Budget FY 2014-15 | % |
|          | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| FEDERAL  |          |          |          |          |          |          |          |          |          |
| A FTA SEC 5307 (Urban) | $5,498,988 | $4,588,988 | $3,278,365 | -29% |
| B FTA SEC 5307 (ARRA) - El Centro Transfer Terminal | $430,046 | $430,046 | $0 | -100% |
| C FTA SEC 5317 - Access Service Improvements | $281,006 | $200,000 | $0 | -100% |
| D FTA SEC 5309 - Imperial Transfer Terminal | $1,274,000 | $300,000 | $974,000 | 225% |
| E FTA SEC 5311 (Rural) - Rural Transit Services | $133,786 | $133,786 | $427,362 | 219% |
| F Active Transportation Projects (ATP) | $0 | $0 | $708,240 | 700% |
| G SUBTOTAL | $7,617,826 | $5,652,820 | $5,387,967 | -5% |
| STATE    |          |          |          |          |          |          |          |          |          |
| H TDA - LOCAL TRANSPORTATION FUND (LTF) | $5,786,199 | $7,902,730 | $9,219,932 | 17% |
| I TDA - STATE TRANSIT ASSISTANCE (STA) | $702,000 | $702,000 | $772,950 | 10% |
| J STIP-PLANNING, PROGRAMMING & MONITORING | $300,000 | $300,000 | $300,000 | 0% |
| K STATE PLANNING and RESEARCH (SP &R) | $0 | $0 | $786,000 | 700% |
| L PROP 1B - PTMISEA | $754,000 | $511,000 | $3,575,677 | 600% |
| M PROP 1B - CTSGP | $266,676 | $266,676 | $266,676 | 0% |
| N SUBTOTAL | $7,808,875 | $9,682,406 | $14,921,235 | 54% |
| LOCAL    |          |          |          |          |          |          |          |          |          |
| O FARE REVENUE | $970,759 | $918,907 | $1,043,155 | 14% |
| P ON HAND | $400,900 | $400,900 | $161,000 | -55% |
| Q LOCAL TRANSPORTATION AUTHORITY (LTA) 2% transit set a side | $200,000 | $200,000 | $200,000 | 0% |
| R SCAG/MEMBER AGENCY CONTRIBUTIONS | $100,000 | $132,500 | $132,500 | 0% |
| S SUBTOTAL | $1,671,659 | $1,652,307 | $1,556,655 | -6% |
| T TOTAL | $17,098,360 | $16,987,533 | $21,865,857 | 29% |

# Expenditures

| EXPENDITURES |  |  |  |  |  |  |  |  |
|------------|---|---|---|---|---|---|---|
|          | Budget FY 2013-14 | Estimated Actual FY 2013-14 | Budget FY 2014-15 | % |
|          | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| U REGIONAL TRANSIT | $6,405,509 | $6,405,509 | $6,841,783 | 7% |
| V LOCAL TRANSIT | $1,347,524 | $1,347,524 | $1,360,993 | 1% |
| W TRANSIT CAPITAL (Vehicle Prcmt & Transit Facility Construction) | $6,605,830 | $5,801,000 | $10,925,689 | 87% |
| X ADMINISTRATION AND PLANNING | $1,968,000 | $1,800,500 | $1,957,837 | 9% |
| Y REVENUE STABILIZATION/ OPERATING RESERVE | $612,497 | $1,474,000 | $714,575 | -52% |
| Z BIKES AND PEDS Art 3 | $159,000 | $159,000 | $165,000 | 4% |
| AA TOTAL | $17,098,360 | $16,987,533 | $21,865,857 | 29% |
**IMPERIAL COUNTY TRANSPORTATION COMMISSION**  
**DRAFT**

### Consolidated Administration and Operations

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>TRANSIT</th>
<th>PLANNING</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 430000 On hand balance/interest revenue</td>
<td>$180,000</td>
<td>$1,000</td>
<td>$181,000</td>
</tr>
<tr>
<td>B 446010 State Aid Other - TDA (LTF)</td>
<td>$558,337</td>
<td>$-</td>
<td>$558,337</td>
</tr>
<tr>
<td>C 446445 State - STIP-PPM, SP and R</td>
<td>$-</td>
<td>$1,086,000</td>
<td>$1,086,000</td>
</tr>
<tr>
<td>D 493000 Local - Member Agency Contributions, SCAG Reimbursements and Reimbursement for Services Provided</td>
<td>$65,000</td>
<td>$67,500</td>
<td>$132,500</td>
</tr>
</tbody>
</table>

**E Total Revenues**  
$803,337 | $1,154,500 | $1,957,837

### EXPENDITURES

#### Administration and Operations

| 501000/ 526010 Administrative Staffing and Support (six fulltime and one shared w SCAG) | $381,887 | $216,752 | $598,639 |
| G 517055 Insurance - Liability | $18,000 | $14,200 | $32,200 |
| H 522000 Memberships, office exp, communications, IT, fuel and maint | $17,250 | $18,850 | $36,100 |
| I 526000 Legal notices, interpretive services | $15,000 | $10,000 | $25,000 |
| J 528000 Rents, leases and utilities | $24,700 | $22,400 | $47,100 |
| K 530005 Regional Plans/Project Coordination, Webinars | $3,000 | $23,500 | $26,500 |
| L 531040 Training/Travel Expense | $12,500 | $15,000 | $27,500 |
| M 549000 Equipment | $12,000 | $15,000 | $27,000 |

**N Administration and Operations Subtotal**  
$484,337 | $335,702 | $820,039

#### Professional and Specialized Projects and Services

| O 525010 Legal Consultation | $5,000 | $5,000 | $10,000 |
| P 525010 Payroll Vendor fees | $3,500 | $3,500 | $7,000 |
| Q 525065 County GSA accounting | $2,000 | $750 | $2,750 |
| R 525010 HR consultant services | $7,500 | $7,500 | $15,000 |
| S 525090 CPA/auditors (external) | $110,000 | $15,000 | $125,000 |
| T 525030 PM, Engineering Review and Support | $20,000 | $10,000 | $30,000 |
| U 525010 Transit Operator Drug and Alcohol Audits | $11,000 | $- | $11,000 |

**V Subtotal**  
$159,000 | $41,750 | $200,750

| W 525010 Bus Stop Inventory and Information Program | $150,000 | $- | $150,000 |
| X 525010 Specific Transit Analysis - IVC/SDSU shuttle analysis (in kind local match) | $- | $- | $- |
| Y 525010 SCAG Countywide Aerial Acquisition project | $10,000 | $- | $10,000 |
| Z 525010 STIP / RTIP Consultant | $- | $20,000 | $20,000 |
| AA 525010 Website Consultant ( www.imperialctc.org) | $- | $14,048 | $14,048 |
| BB 525010 Ped-Bike CA - MX Study (Caltrans, SanDAG et al.) | $- | $300,000 | $300,000 |
| CC 525010 CBTP Sr2S Regional Master Plan | $- | $193,000 | $193,000 |
| DD 525010 Imperial County Long Range Transportation Plan | $- | $250,000 | $250,000 |

**EE Subtotal**  
$160,000 | $777,048 | $937,048

### FF Total Professional and Specialized Projects and Services  
$319,000 | $818,798 | $1,137,798

### GG Total Expenditures

<table>
<thead>
<tr>
<th>TRANSIT</th>
<th>PLANNING</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$803,337</td>
<td>$1,154,500</td>
<td>$1,957,837</td>
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<tr>
<td>$-</td>
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## Projected Revenues

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<tr>
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<th>2014-15</th>
<th>2015-16</th>
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<th>TOTAL</th>
<th>STATE</th>
<th>SUBTOTAL</th>
<th>TOTAL</th>
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<td>$3,270,305</td>
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<td>FTA 5309 Capital</td>
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<td>LTF SB325</td>
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<td>PTESEA</td>
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<td></td>
<td></td>
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<td>$9,219,832</td>
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<td>$29,862,470</td>
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## Projected Expenditures

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<tr>
<th>Service</th>
<th>Cost</th>
<th>Estimated</th>
<th>O&amp;M</th>
<th>STIP PPR</th>
<th>LTA</th>
<th>SCAG/</th>
<th>Prop H</th>
<th>FTA</th>
<th>FTA</th>
<th>STA</th>
<th>LTF</th>
<th>Total</th>
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</tr>
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<td>Transit vehicle</td>
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<tr>
<td>Transit Facility</td>
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<td>Transit Miscellaneous</td>
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<tr>
<td><strong>Total</strong></td>
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<td>$21,865,857</td>
<td>$21,865,857</td>
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<td>$21,865,857</td>
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<td>$21,865,857</td>
<td>$21,865,857</td>
<td>$21,865,857</td>
</tr>
</tbody>
</table>
E. IVT—FIXED ROUTE TRANSIT SERVICES OPERATING AGREEMENT, FISCAL YEAR 2012-2016, MODIFICATION #6
June 6, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

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

Dear Committee Members:

IVT is the public fixed route bus system operated by First Transit, Inc. The ICTC administers and manages the fixed route contract on behalf of the member agencies. The service operates in tandem with IVT ACCESS for persons with disabilities, with coordinated service schedules and services areas. There currently is an average of 73,000 passenger trips a month, Monday through Sunday. The services are provided by a fleet of 40 ft. and 22 ft. ramp or wheel chair lift equipped buses.

Between July and December 2013, the Commission approved numerous transit service adjustments based on the prioritized list in the FY 2013-14 Unmet Transit Needs “Findings.” These service adjustments included the expansion of service hours for the IVC Express routes between Calexico and El Centro, additional service hours on Saturdays, the addition of limited service hours on Sundays. The IVT Gold line was also initiated in the City of Brawley.

In April 2014, the Commission also approved the purchase of the ten (10) 2012 Gillig transit buses from First Transit Inc. our fixed route contractor, and directed staff to return with a contract modification.

The contract for Imperial Valley Transit must be modified in order to revise (reduce) the cost and subsidy amounts. In addition, specific language needed to be added regarding roles and responsibilities for the care and maintenance of the public agency owned equipment. The purchase of the buses will lower the pricing through the life of the contract (June 2019).
However, using available vehicles and drivers, ICTC staff have also negotiated an afternoon weekday trip for the Brawley “FAST”, and developed a new weekday roundtrip Holtville / El Centro “FAST” route. The “FAST” routes are short trips with no stops, designed to connect major activity centers within 30 to 35 minutes. These routes will be under a demonstration phase for a minimum of twelve months.

The resulting recommended contract pricing is an increase in services hours and reduction in pricing as follows:

<table>
<thead>
<tr>
<th></th>
<th>Increase in annual service hours</th>
<th>net reduction in annual subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2014-15</td>
<td>410 / 2%</td>
<td>$243,075 / 9%</td>
</tr>
<tr>
<td>FY 2015-16</td>
<td>410 / 2%</td>
<td>$244,713 / 9%</td>
</tr>
</tbody>
</table>

Funding for these services is derived from the State’s Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund, as well as, the Federal Transit Administration (FTA) and is available in the FY 2014-15 ICTC Overall Work Program and Budget.

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

1. Authorize the Chairperson to sign the modification #6 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective July 1, 2014 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
   a. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $2,599,451.
   b. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $2,689,214.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/cl
F. IVT WEBSITE DEVELOPMENT AND HOSTING AGREEMENT, CONVEYOR GROUP FY 2014-15 (IVTRANSIT.COM)
June 4, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

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

Dear Committee Members:

The existing Imperial Valley Transit (IVT) website's development began in late 2004. At the time of its launch in 2005, the features and aesthetic of the site were both state of the art and highly intuitive - allowing site visitors to determine a variety of route options to suit their needs. Specific features included a real-time animated route map synchronized to the schedule, a route planning mechanism, a news and alerts posting feature, multiple methods of contacting IV Transit staff, a polling mechanism to obtain rider feedback, and a link for addressing frequently asked questions (FAQ). The site was highly visited and utilized.

In 2011, some of the site's core features and functionality had become partially incompatible with current web browsers and technologies. The mapping system on the current site predated most of today's integrated mapping systems and was built in a previously popular platform known as Adobe Flash. A technology that is not compatible with most mobile devices and smartphones – which did not exist when the first site was built. In addition, the routes and stops had evolved to a point where modifying them and updating the map was very difficult to do regularly.

In 2012, after in-depth discussion between ICTC, IVT and Conveyor staff and several rounds of research on peer agency websites, a new solution and direction were determined. Development then began on an entirely new website and online route schedule system for IV Transit, and one that would be more compatible with a variety of contemporary browsers and that would also be more flexible for future modification and enhancement.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
During 2013-14, several changes were made. The most significant difference with the new site is the integration of the Google mapping system, which is being synchronized to a comprehensive database of routes and stops including Global Positioning System (GPS) data which is combined with key landmarks for each point. The maps are embedded on the site and interact with the route schedule automatically to show stops on the map by clicking on the schedule, and vice versa. Google's maps are the most standard mapping platform on the web today and the improvements they make will continually improve the IV Transit site. Most importantly, the new maps are fully compatible with mobile devices such as tablets and smart phones, in addition to desktop and mobile PCs.

Additional core features on the new site include intuitive rider alerts, quick access to important route schedules and maps, intuitive route search and filtering features, more contemporary content formatting, enhanced accessibility and compatibility, easy to use feedback and communication forms, and the ability to more quickly integrate and update routes and schedules as they evolve. The schedule on the site are the most up-to-date and accurate version available. Future plans are to continue to update for service changes and monitor advances in technology.

Funding for this project is in the ICTC adopted 2014-15 Overall Work Program and Budget under the IVT marketing allocation. The proposed agreement can be extended annually based on mutual agreement.

ICTC staff are requesting that ICTC Management Committee recommend that the Commission take the following actions, after the receipt of public comment, if any;

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

Sincerely yours,

MARK BAZA
Executive Director

BY:

Kathi Williams
Senior Transit Planner

Attachment
VI. ACTION CALENDAR

G. FIFTH AMENDMENT TO THE MED-EXPRESS OPERATING AGREEMENT, ARC-IMPERIALVALLEY
FY 2014-15
June 6, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

SUBJECT: Fifth Amendment to the Med-express Operating Agreement, ARC-Imperial Valley FY 2014-15

Dear Members of the Committee:

Medexpress is the public non-emergency transportation to medical facilities in the San Diego County area and is operated by ARC-Imperial Valley. The service has been in existence since 1994. The service operates four days a week for disabled and transit dependent persons.

The service is designed for access to medical facilities, clinics and other medical services that are not available in Imperial Valley. The vehicle operated is a lift equipped minibus designed for the physically and/or mentally disabled passenger. Currently the service operates 4 days a week, with a 30 day advance reservation system. There are an average of 23 passengers a trip and the farebox ratio is approximately 16.7%.

In November 2014, the service will recognize its 20\textsuperscript{th} year of operation. ICTC and ARC staff have discussed the manner in which this event could be recognized. An increase in marketing funding is requested to provide temporary logos for the vehicles and tokens of appreciation to passengers, for the month of November.

There is an increase in subsidy requested by the operator. The cost is expected to be $224,959, less fares of $44,992 and a resulting subsidy of $179,967. Funding for this service is derived from the Transportation Development Act (TDA) Fund and passengers fares. Funding for this project is in the ICTC 2014-15 Budget.

Therefore, it is requested the Management Committee forward this item to the ICTC Commission for review and approval, pending budget approval and public comment, if any:

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
1. Authorize the Chairman to sign an fifth amendment document to the operating agreement with ARC-Imperial Valley for the continued operation of the Medexpress for the period effective July 1, 2014 through June 30, 2015, with an annual not to exceed operating subsidy ($179,967) with 6% marketing funding ($13,500), maintenance escalator ($7,500.00) and fuel escalator.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

Attachment
FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment (the “Fifth Amendment”) dated July 1, 2014, amends the Agreement between Imperial County for and on behalf of Imperial Valley Association of Governments (“IVAG”) and ARC – Imperial Valley, a California nonprofit corporation, as PROVIDER, dated December 19, 2006, and amended on August 17, 2010, July 27, 2011, July 25, 2012, and July 1, 2013 for the MedExpress program.

WITNESSETH:

WHEREAS, Imperial County, on behalf of IVAG, and PROVIDER entered into that certain agreement for paratransit services dated December 19, 2006 and attached hereto as Exhibit “1” and incorporated by this reference; and

WHEREAS, on March 24, 2010, the Imperial County Transportation Commission (“ICTC”) assumed all of the assets and liabilities of IVAG as well as the authority to enter into contracts; and

WHEREAS, on August 17, 2010, that certain Agreement was amended, and is attached hereto as Exhibit “2” and incorporated by this reference; and

WHEREAS, on August 17, 2010, that certain Agreement was amended, and is attached hereto as Exhibit “3” and incorporated by this reference; and

WHEREAS, on July 25, 2012, that certain Agreement was amended, and is attached hereto as Exhibit “4” and incorporated by this reference; and

WHEREAS, on July 1, 2013, that certain Agreement was amended, and is attached hereto as Exhibit “5” and incorporated by this reference.

NOW THEREFORE, the parties agree as follows:

1. Paragraph 1.1 of the Agreement is deleted and replaced by the following:

   “1.1 This Agreement shall commence on October 1, 2006 and shall continue until June 30, 2015.”

2. A new paragraph 8.1.7 is added as follows:

   “8.1.7 For the period July 1, 2014 through June 30, 2015, the cost is identified as Two Hundred Twenty Four Thousand Nine Hundred Fifty Nine Dollars ($224,959.00). The
fare box is established at twenty percent (20%); therefore the annual not-to-exceed subsidy shall be One Hundred Seventy Nine Thousand Nine Hundred Sixty Seven Dollars ($179,967.00).”

3. Paragraph 8.3 of the Agreement is deleted and replaced by the following:

“8.3 For the Term of this Agreement, COUNTY will pay to PROVIDER an amount for excessive wear and tear and mechanical repairs that exceed the line item budget amount annually. The additional mechanical subsidy will be calculated as follows: the full amount that maintenance and repair costs exceed the vehicle budget line item adjusted downward by any savings in any other budget line item which has not been fully utilized annually. PROVIDER shall submit request for the additional subsidy to COUNTY at the conclusion of the fiscal year in which the costs are incurred. The request shall state the reasons for the increased costs, and shall be accompanied by additional invoices substantiating said increases. This additional amount can be paid annually based on submitted documentation and will not exceed Five Thousand Dollars ($5,000) for fiscal year 2006-2007 and will not exceed Seven Thousand Five Hundred Dollars ($7,500) for fiscal years 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, and 2014-2015.”

4. Paragraph 13.1 of the Agreement is deleted and replaced by the following:

“13.1 Approval. Not later than thirty (30) days after the execution of this Agreement and thirty (30) days prior to the end of the fiscal year thereafter, PROVIDER shall deliver a marketing plan to COUNTY for COUNTY’s final approval. The marketing plan shall indicate all proposed activities with a corresponding budget of three percent (3%) of the total cost of the service for Fiscal Year 2006-2007; for Fiscal Years 2007-2008, 2008-2009, 2009-2010, 2010-2011, and 2011-2012, the marketing plan shall indicate all proposed activities with a corresponding budget of five percent (5%) of the total cost of the service for the fiscal year. For fiscal years 2012-2013 and 2013-2014, the marketing plan shall indicate all proposed activities with a corresponding budget of three percent (3%) of the total cost of the service for the fiscal year, which shall not
exceed an amount of Six Thousand Sixty-Five Dollars ($6065.00). For fiscal year 2014-2015, the marketing plan shall indicate all proposed activities with a corresponding budget of six percent (6%) of the total cost of the service for the fiscal year, which shall not exceed an amount of Thirteen Thousand Five Hundred Dollars ($13,500.00). PROVIDER shall be responsible for development and preparation of all marketing materials for the services, subject to the approval of COUNTY. PROVIDER shall coordinate the placement, scheduling and distribution of all advertising and promotional materials designed to inform patrons of COUNTY services and to promote ridership. PROVIDER is strongly encouraged to subcontract the marketing services to a qualified marketing firm or agency.”

5. All other terms and conditions are and will remain in full force and effect. There are no other modifications, express or implied except as herein provided.

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

IMPERIAL COUNTY
TRANSPORTATION COMMISSION:

By: __________________________
JACK TERRAZAS
Chair of the Board

ATTEST:

By: __________________________
CRISTI LERMA
Secretary to the Commission

PROVIDER:
ARC – IMPERIAL VALLEY

By: __________________________
ART SANTOS
Chief Executive Officer

APPROVED AS TO FORM:
ICTC COUNSEL

By: __________________________
MICHAEL L. ROOD
County Counsel

By: __________________________
Eric Havens
Deputy County Counsel
H. AMENDMENT 7 TO THE WEST SHORES DIAL-A-RIDE OPERATING AGREEMENT, ARC-IMPERIALVALLEY FY 2014-15
June 6, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

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

Dear Members of the Committee:

The West Shores Dial-A-Ride is the public paratransit service operated by ARC-Imperial Valley within the communities along the West side of the Salton Sea. The use of the service revolves primarily around access by transit dependent residents to the nutrition program and medical clinic. There is also some use of the connection to Imperial Valley Transit in Westmorland, for those that need to travel into the more urbanized area (i.e. Brawley) for banking and other necessities. There are an average of 15 passengers per service day and the farebox ratio is approximately 5%.

Effective FY 2012-13, funding for this service is now derived from the Local Transportation Authority (LTA) 2% set aside for transit services, and is included in the FY 2013-14 ICTC OWP and Transit Budget that is expected to be approved on June 26, 2013.

In May 2014, the Commission took the following action related to participation in an ICTC staff prepared consolidated competitive bid effort for the five local Dial-A-Ride services:

1. Reject all bids from the January 2014 IVT RIDE Consolidated Paratransit Services bid due to a change in the scope of work.
2. Direct staff to circulate a revised June 2014 IVT RIDE Consolidated Paratransit Services bid.
3. Direct staff to return for final direction on an IVT RIDE Consolidated Paratransit Services contract award.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
In May, ICTC Staff also recommended that the current contract with ARC – Imperial Valley should be extended for an additional three months, to allow the competitive bid process to become finalized. The Commission then took the following action related to ICTC’s own participation in a consolidated bid effort for the West Shores Dial-a-Ride:

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

However, the schedule for the revised consolidated bid effort has been extended, therefore ICTC staff are now recommending that the West Shores Dial-a-Ride contract be extended until November 30th, 2014.

Therefore, it is requested that the Management Committee forward this item to the ICTC Commission for review and approval after the receipt of public comment:

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

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner
VI. ACTION CALENDAR

I. STIP/RTIP CONSULTANT AGREEMENT, COH AND ASSOCIATES FY 2014-15 AND FY 2015-16
June 4, 2014

ICTC Management Committee
Imperial County Transportation Commission
1405 N. Imperial Ave, Suite 1
El Centro, CA 92243

SUBJECT: STIP/RTIP Consultant Agreement, COH and Associates
FY 2014-15 & FY 2015-16

Dear Members of the Committee:

Since 2006, the ICTC has had specific consultant assistance to maintain, evaluate and participate in the programmatic functions of the regional State Transportation Improvement Program (STIP) and Regional Transportation Improvement Program (RTIP) for the Imperial region.

These activities include the development and submittal of project related documentation to the California Transportation Commission (CTC). In addition there is the need for attendance at CTC or CALTRANS sponsored meetings, participation in teleconferences and the development of specific technical documentation for regional transportation projects and assistance with “calls for projects” for specific State and or federal funding.

An agreement for services with COH and Associates was executed to ensure that ICTC staff had up to date information and assistance in the development of these programs. The consultant also attended various meetings and has provided staff training and recommendations in these subject areas.

The contract will expire on June 30, 2014. ICTC staff is recommending that the ICTC maintain this valuable relationship by executing a two year extension contract.

Funding for this project is in the ICTC 2014-15 Budget. The STIP allocation of Planning and Program Management (PPM) funding offsets the costs of this project.
Management Committee
Imperial County Transportation Commission

June 4, 2014

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

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

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

Attachment
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") made and entered into this ____________, 2014, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION, a political subdivision of the State of California ("ICTC"), and C.O.H. & ASSOCIATES, INC., a California corporation ("CONSULTANT").

WITNESSETH

WHEREAS, ICTC desires to retain a qualified individual, firm or business entity to provide professionals to assist ICTC in meeting the goals, deadlines and outcomes required of the State and Federal Metropolitan Transportation Planning process; and

WHEREAS, ICTC desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein; and

WHEREAS, ICTC is authorized to enter into this Agreement pursuant to Public Utilities Code Section 132820.

NOW, THEREFORE, in consideration of their mutual covenants, ICTC and CONSULTANT have and hereby agree to the following:

1. PARTIES TO AGREEMENT

This Agreement is by and between ICTC and CONSULTANT. ICTC and CONSULTANT are individually referred to as "Party" and collectively as "Parties."

2. CONTRACT COORDINATION

2.1. The Executive Director shall be the representative of ICTC for all purposes under this Agreement. The Executive Director, or a designated representative, is hereby designated as the Contract Manager for ICTC and shall supervise the progress and execution of this Agreement.

2.2. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Carlos Ortiz Hernandez is hereby designated as the Contract Manager for CONSULTANT.
Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of ICTC’s Contract Manager.

3. **DESCRIPTION OF WORK**
   
   CONSULTANT shall provide all materials and labor to complete the Project as set forth in Exhibit “A”.

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

4.1. CONSULTANT shall comply with all terms, conditions and requirements of this Agreement.

4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by CONSULTANT hereunder.

4.3. CONSULTANT shall:

4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;

4.3.2. Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT’s performance under this Agreement or the conduct of services under this Agreement;

4.3.3. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

4.3.4. Immediately report to ICTC’s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.
4.4. Any videotape, reports, information, data or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of ICTC and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of ICTC’s Contract Manager.

5. REPRESENTATIONS BY CONSULTANT.

5.1. CONSULTANT understands and agrees that ICTC has limited knowledge with respect to the Project. CONSULTANT has represented itself to be expert in these fields and understands that ICTC is relying upon such representation.

5.2. CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

5.3. CONSULTANT represents and warrants that any employee, contractor and/or agent who will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

5.4. CONSULTANT represents and warrants that the allegations contained in Exhibit "A" are true and correct.

5.5. CONSULTANT understands that ICTC considers the representations made herein to be material and would not enter into this Agreement with CONSULTANT if such representations were not made.

6. COMPENSATION

The total compensation payable under this Agreement for services for a two year period shall not exceed forty thousand dollars ($40,000.00).

7. PAYMENT

CONSULTANT will bill ICTC on a time and material basis halfway through the Project and upon completion of the Project. ICTC shall pay the CONSULTANT for completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall retain 10% of the total compensation until the work to be performed has been completed in
accordance with this Agreement, as determined by ICTC, and payment in full of all subcontractors
of CONSULTANT.

8. **METHOD OF PAYMENT**

CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to
ICTC’s Contract Manager a written claim for compensation for services performed. The claim
shall be in a format approved by ICTC. No payment shall be made by ICTC prior to the claims
being approved in writing by ICTC’s Contract Manager or a designee. CONSULTANT may
expect to receive payment within a reasonable time thereafter and in any event in the normal course
of business within thirty (30) days after the claim is submitted.

9. **TIME FOR COMPLETION OF THE WORK**

The Parties agree that time is of the essence in completion of the Project. Time extensions
may be allowed for delays caused by ICTC or other governmental agencies or factors not directly
brought about by the negligence or lack of due care on the part of CONSULTANT.

10. **SUSPENSION OF AGREEMENT**

ICTC’s Contract Manager shall have the authority to suspend this Agreement, wholly or in
part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part
of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the
compensation due and payable to the date of suspension.

11. **SUSPENSION AND/OR TERMINATION**

11.1. ICTC retains the right to terminate this Agreement for any reason by notifying
CONSULTANT in writing seven (7) days prior to termination and by paying the
compensation due and payable to the date of termination; provided, however, if this
Agreement is terminated for fault of CONSULTANT, ICTC shall be obligated to
compensate CONSULTANT only for that portion of CONSULTANT’s services
which are of benefit to ICTC. Said compensation is to be arrived at by mutual
agreement between ICTC and CONSULTANT; should the Parties fail to agree on
said compensation, an independent arbitrator shall be appointed and the decision of
the arbitrator shall be binding upon the Parties.
11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed, prepared by CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of ICTC.

12. **INSPECTION**

CONSULTANT shall furnish ICTC with every reasonable opportunity for ICTC to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to ICTC’s Contract Manager’s inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its agreement as prescribed.

13. **OWNERSHIP OF MATERIALS**

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of ICTC and shall be delivered to ICTC upon demand.

14. **INTEREST OF CONSULTANT**

14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.

14.3. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of ICTC.

15. **INDEMNIFICATION**

15.1. CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend, protect and hold ICTC and their respective representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys
fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with CONSULTANT’S negligent acts and omissions or willful misconduct under this Agreement ("Claims"), whether or not arising from the passive negligence of ICTC, but does not include Claims that are finally determined to be the result of the sole negligence or willful misconduct of ICTC.

15.2. CONSULTANT agrees to defend with counsel acceptable to ICTC, indemnify and hold ICTC harmless from all Claims, including but not limited to:

15.2.1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease or death to persons including but not limited to ICTC’s respective representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) arising out of CONSULTANT’s negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

15.2.2. Liability arising from injuries to CONSULTANT and/or any of CONSULTANT’s employees or agents arising out of CONSULTANT’s negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

15.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

15.2.4. Infringement of any patent rights which may be brought against ICTC arising out of CONSULTANT’s work;
15.2.5. Any violation or infraction by CONSULTANT of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and

15.2.6. Any breach by CONSULTANT of the terms, requirements or covenants of this Agreement.

15.3. The indemnification provisions of Paragraphs 15.2.1 through 15.2.6 above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force.

16. INDEPENDENT CONTRACTOR

This Agreement shall not render CONSULTANT an employee, partner, or joint venturer with ICTC for any purpose. The CONSULTANT is and will remain an independent contractor in its relationship to ICTC. ICTC shall not be responsible for withholding taxes with respect to the CONSULTANT's compensation hereunder. The CONSULTANT shall have no claim against the ICTC for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

17. INSURANCE

17.1. CONSULTANT hereby agrees at its own cost and expense to procure and maintain during the entire term of this Agreement, and any extended term thereof, Workers' Compensation, employer's liability, errors and omissions, commercial or comprehensive general liability (bodily injury and property damage) and automobile liability insurance (bodily injury and property damage) in a sum acceptable to ICTC and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Minimum Limit</th>
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<tbody>
<tr>
<td>Workers' Compensation, Coverage A</td>
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<td>Employers Liability, Coverage B</td>
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<tr>
<td>Errors &amp; Omissions Coverage</td>
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</tbody>
</table>
Commercial or Comprehensive General Liability $1,000,000/$2,000,000
Automobile Liability (owned, hired & non-owned vehicles) $1,000,000

17.2. Special Insurance Requirements. All insurance required under paragraph 17 shall:

17.2.1. Be procured from an insurer authorized to do business in California.

17.2.2. Be primary coverage as respects ICTC and any insurance or self-insurance maintained by ICTC shall be in excess of CONSULTANT’s insurance coverage and shall not contribute to it.

17.2.3. Name ICTC as additional insureds on all policies, except Workers’ Compensation and Employers Liability, and provide that ICTC may recover for any covered loss suffered by ICTC by reason of CONSULTANT’s negligence.

17.2.4. State that it is primary insurance and regards ICTC as additional insureds and contains a cross-liability or severability of interest clause.

17.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to ICTC. However, CONSULTANT may not terminate such coverage until it provides ICTC with proof that equal or better insurance has been secured and is in place, Cancellation or change without the prior written consent of ICTC shall, at the option of ICTC, be grounds for termination of this Agreement.

17.3. Additional Insurance Requirements.

17.3.1. Complete copies of certificates of insurance for all required coverages including additional insured endorsements and 30-day notice of cancellation clause endorsements shall be attached hereto as Exhibit B and incorporated herein; and

17.3.2. ICTC is to be notified immediately of all relevant insurance claims. ICTC is also to be notified if any aggregate insurance limit is exceeded.
17.3.3. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

A. Includes contractual liability;

B. Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the “XCU Hazards;”

C. Does not contain a “pro rata” provision which looks to limit the insurer’s liability to the total proportion that its policy limits bear to the total coverage available to the insured; and

D. Does not contain an “excess only” clause which requires the exhaustion of other insurance prior to providing coverage.

17.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONSULTANT shall, if requested by ICTC, produce satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

17.5. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONSULTANT from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

18. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONSULTANT without the prior written consent of ICTC. CONSULTANT may employ other specialists to perform services as required with prior approval by ICTC.
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
Executive Director
ICTC
1405 N. Imperial Ave., Suite 1
El Centro, CA 92243

CONSULTANT
Attn: Carlos Ortiz Hernandez
315 Meigs Road, Suite A-137
Santa Barbara, CA 93109
20.2. All notices and reports under this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner.

20.3. Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

21. ENTIRE AGREEMENT

This Agreement contains the entire agreement between ICTC and CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

22. MODIFICATION

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

23. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect.

24. WAIVER

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

25. CHOICE OF LAW

The laws of the State of California shall govern this Agreement. This Agreement is made and entered into in Imperial County, California. Any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

26. ATTORNEY’S FEES

If either Party herein brings an action to enforce the terms thereof or declare rights hereunder, the prevailing Party in any such action, on trial or appeal, shall be entitled to his reasonable attorney’s fees and actual costs to be paid by the losing Party as fixed by the court.
27. **AUTHORITY**

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

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

27.2. Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

27.3. This Agreement is binding upon CONSULTANT accordance with its terms.

28. **INTERPRETATION AND ENFORCEMENT OF AGREEMENT TERMS**

This Agreement has been reviewed and revised by legal counsel for both ICTC and CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

29. **TERM OF AGREEMENT**

The term of this Agreement shall be for July 1, 2014 to June 30, 2016.

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

**IMPERIAL COUNTY TRANSPORTATION COMMISSION**

C.O.H. & ASSOCIATES, INC.

By: Carlos Ortiz Hernandez

By: MARK BAZA

Executive Director
APPROVED AS TO FORM:

MICHAEL L. ROOD
COUNTY COUNSEL

By: Eric Havens
Deputy County Counsel
Proposed Work Plan
Fiscal Years 2014-15 & 2015-16
Transportation Consultant Services
Submitted to: Imperial County Transportation Commission
April 7, 2014
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B. SCHEDULE .................................................................................. 2
C. COST PROPOSAL ......................................................................... 2
A. WORK PLAN

COH & Associates, Inc. is very pleased to submit this proposed work plan to the Imperial County Transportation Commission (ICTC) to provide transportation consultant services for Fiscal Years 2014-15 and 2015-16.

Carlos O. Hernandez, President of COH & Associates, Inc., would be the project lead for all tasks described in this proposal. Mr. Hernandez would not be removed or replaced during the contract period without prior written concurrence of ICTC. Subcontractors will not be utilized without prior written concurrence of ICTC.

The proposed Work Plan is presented below in four tasks:

**TASK 1: Implementation of the 2014 STIP**

Assist with implementation and administration of the 2014 ICTC State Transportation Improvement Program (STIP), as amended, including the Active Transportation Program (ATP). Work activities include “call for projects” and project application assistance, transportation programming assistance and staff training.

**TASK 2: Program Development Support – Federal and State Programs**

Provide program development support for State and Federal programs administered by ICTC as needed, including staff training.

**TASK 3: Project Planning Support- Federal and State Programs**

Provide project-planning support services in support of State and Federal programming and funding requirements as needed, including staff training.
TASK 4: Development of the 2016 STIP

Assist with development of the ICTC 2016 State Transportation Improvement Program (STIP). Work activities include working with Caltrans to establish priorities, completing programming documents, drafting ICTC staff reports, attending meetings as directed by ICTC, and completing the final 2016 STIP submittal to the CTC including the STIP Performance Evaluation.

B. SCHEDULE

Project Start: July 1, 2014; Project End: June 30, 2016 (2 Years)

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C. COST PROPOSAL

FY 2014-15: $155.00 per hour (fully-loaded hourly rate)

109 Hours X $155.00/hour = $16,895

FY 2015-16: $155.00 per hour (fully-loaded hourly rate)

149 Hours X $155.00/hour = $23,095

TOTAL $39,990.00; say $40,000.00 over two years.