WEDNESDAY, SEPTEMBER 10, 2014
10:30 A.M.

CHAIR: ALEXANDER MEYERHOFF
VICE CHAIR: ROSANNA BAYON MOORE

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: August 13, 2014 Pages 6-16
   B. Receive and File:
      1. ICTC Board Draft Minutes: August 27, 2014
      2. ICTC TAC Minutes: August 28, 2014

V. REPORTS

   A. ICTC Executive Director
      • See attached Executive Director Report on page 18
   B. Southern California Association of Governments
   C. California Department of Transportation – District 11
   D. Committee Member Reports

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
VI. ACTION CALENDAR

A. The Passenger Statistical Summary (PSS) Project for FY 2013-14 for Imperial Valley Transit (IVT)

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. Approve the Passenger Statistical Sampling Project for FY 2013-14
2. Direct staff to forward the report for inclusion in the National Transit Database (NTD)

B. Contract Award for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE

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 an operating agreement with FIRST TRANSIT, INC. for the operation of the IVT RIDE Consolidated Paratransit Service with an annual not to exceed annual operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

   A. Brawley Service Area
      (1) For the period January 1, 2015 through June 30, 2015, the annual not to exceed subsidy is set at $162,997.
      (2) For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $259,001.
      (3) For the period July 1, 2016 through June 30, 2017 the annual not to exceed subsidy is set at $267,899.
      (4) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at $276,445.
      (5) For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at $287,618.

   B. Calexico Service Area
      (1) For the period October 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $292,974.
      (2) For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $364,685.
      (3) For the period July 1, 2016 through June 30, 2017 the annual not to exceed subsidy is set at $377,167.
      (4) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at $389,177.
      (5) For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at $404,815.

   C. Imperial Service Area
      (1) For the period October 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $145,891.
      (2) For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $178,064.
      (3) For the period July 1, 2016 through June 30, 2017 the annual not to exceed subsidy is set at $184,054.
      (4) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at $189,662.
      (5) For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at $197,069.

   D. West Shores Service Area
      (1) For the period December 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $51,888.
      (2) For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $68,569.
(3) For the period July 1, 2016 through June 30, 2017 the annual not to exceed subsidy is set at $70,787.

(4) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at $72,930.

(5) For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at $75,632.

2. Authorize the Executive Director to proceed with all of the arrangements for the purchase of nine (9) Champion low floor, ramp equipped cutaway paratransit vehicles from Creative Bus Sales, through the Caltrans Statewide Competitive bid, for the sum of $1,215,000.

3. Establish the fare pricing for IVT RIDE by service area as “option a.” in that the current fares per service area will remain in effect until analysis and recommendation for revision.

4. Establish the performance goals for the service areas as follows:

A. The performance goals for the Brawley service area to be set at:

<table>
<thead>
<tr>
<th>Passengers Per Day</th>
<th>Passengers Per Hour,</th>
</tr>
</thead>
<tbody>
<tr>
<td>59.7</td>
<td>3.3</td>
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<tbody>
<tr>
<td>$15.99</td>
<td>$14.39</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Cost per Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>$53.54</td>
<td>$19.29</td>
</tr>
</tbody>
</table>

   10% Farebox Ratio

   7.7 Full Time Employee Equivalent

B. The performance goals for the Calexico service area to be set at:

<table>
<thead>
<tr>
<th>Passengers Per Day</th>
<th>Passengers Per Hour,</th>
</tr>
</thead>
<tbody>
<tr>
<td>119.6</td>
<td>5.4</td>
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</table>

<table>
<thead>
<tr>
<th>Cost Per Passenger</th>
<th>Subsidy Per Passenger</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10.01</td>
<td>$9.01</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Per Hour</th>
<th>Cost per Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>$54.33</td>
<td>$5.59</td>
</tr>
</tbody>
</table>

   10% Farebox Ratio

   8.7 Full Time Employee Equivalent

C. The performance goals for the Imperial service area to be set at:

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<thead>
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<th>Passengers Per Day</th>
<th>Passengers Per Hour,</th>
</tr>
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<td>2.2</td>
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</table>

<table>
<thead>
<tr>
<th>Cost Per Passenger</th>
<th>Subsidy Per Passenger</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.58</td>
<td>$24.82</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Per Hour</th>
<th>Cost per Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>$61.16</td>
<td>$8.07</td>
</tr>
</tbody>
</table>

   10% Farebox Ratio

   3.7 Full Time Employee Equivalent

D. The performance goals for the West Shores service area to be set at:

<table>
<thead>
<tr>
<th>Passengers Per Day</th>
<th>Passengers Per Hour,</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.3</td>
<td>1.6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Per Passenger</th>
<th>Subsidy Per Passenger</th>
</tr>
</thead>
<tbody>
<tr>
<td>$43.95</td>
<td>$41.75</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Per Hour</th>
<th>Cost per Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>$71.65</td>
<td>$5.20</td>
</tr>
</tbody>
</table>

   5% Farebox Ratio

   2.4 Full Time Employee Equivalent

C. ICTC Overall Work Program (OWP) and Budget FY 2014-2015, Amendment #1

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. Approve the draft FY 2014-15 Budget Amendment Request #1

D. Memorandum of Understanding (MOU); ICTC – Quechan Indian Tribe and Yuma County Intergovernmental Public Transit Authority (YCIPTA), Turquoise Route #10 and Blue Route #5

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 Chairperson to sign the Amendment the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California, effective July 1, 2014 through June 30, 2015 and provide a not to exceed subsidy to YCIPTA in an amount of $15,000.00.

VII. NEXT MEETING DATE AND PLACE

A. The next meeting of the Management Committee is currently scheduled for Wednesday, October 8, 2014 at 10:30 a.m., at the City of El Centro, El Centro, CA.

VIII. ADJOURNMENT

A. Motion to Adjourn
IV. APPROVAL OF CONSENT CALENDAR

A. APPROVAL OF MANAGEMENT COMMITTEE
DRAFT MINUTES: AUGUST 13, 2014

B. RECEIVE AND FILE:
1. ICTC BOARD DRAFT MINUTES:
   AUGUST 27, 2014
2. ICTC TAC MINUTES:
   AUGUST 28, 2014
IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
DRAFT MINUTES OF August 13, 2014
10:30 a.m.

VOTING MEMBERS PRESENT:
City of Brawley       Rosanna Bayon Moore
City of Calipatria    Rom Medina
City of El Centro     Kenneth Herbert for Ruben Duran
City of Holtville     Alex Meyerhoff (Chair)
City of Imperial      Marlene Best

STAFF PRESENT:        Kathi Williams, Virginia Mendoza, David Salgado, Beatriz Cruz
OTHERS PRESENT:       Tomas Oliva and Amber Valenzuela, SCAG; Erwin Gojuangco, Caltrans

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, August 13, 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 10:40 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 Medina seconded by Meyerhoff to approve consent items 4A through 4C, Motion carried unanimously.

A. Approved ICTC Management Committee Minutes for July 9, 2014
B. Received and filed:
   1. ICTC Board Draft minutes for July 23, 2014
   2. ICTC TAC Minutes for July 24, 2014
C. ICTC Disadvantaged Business Enterprise (DBE) Goal for FY 2014-15 for Federal Transit Funds

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

1. Approve the proposed FY 2014-15 DBE goal of 2%

V. REPORTS
A. ICTC Executive Director
Mr. Baza and staff had the following updates:
Following the recent actions of the participating agencies and the Commission to proceed regarding the Consolidated Paratransit (Dial-A-Ride) Requests for Proposal (IVT Ride), a contract is being drafted with First Transit Inc. and discussions have been held with the bus sales vendor. The contract is anticipated to be executed at a Commission meeting on September 24, 2014. IVT RIDE service start dates are then anticipated as follows: Brawley – January 2, 2015; Calexico – October 1, 2014; Imperial – October 1, 2014; and West Shores – December 1, 2014.

A meeting was held on Tuesday, August 5, 2014 at 2:00 p.m. at the Imperial County Transportation Commission office to discuss the opportunity for a Toll Pilot Project at the Calexico East Port of Entry (POE). Present at this meeting were staff from Caltrans District 11 and Headquarters, General Services Administration (GSA), Customs and Border Protection (CBP), Office of State Senator Ben Hueso, Office of Congressman Juan Vargas, Mexican Consulate Calexico, Baja California State Department of Infrastructure (SIDUE), among others. The discussion led towards taking next steps to achieve federal and state authority to finance the project. Some of the next steps noted were, including the Federal Highway Administration as part of the discussion, identifying Caltrans’ jurisdiction within the project scope, and obtaining concurrence from CBP/GSA and Mexican agencies.

The next step of the California / Baja California Pedestrian and Bicycle Transportation Access Study project is to conduct an existing conditions evaluation which will take place on August 18th and 19th. Mr. Meyerhoff expressed interest in attending.

The City of Westmorland was successful in obtaining a statewide ATP award. There were no other awards granted for the Imperial County in the 1st cycle.

A full Executive Director Report is on Page 55 of the agenda.

Southern California Association of Governments (SCAG)

Mr. Oliva had the following updates:

- Mr. Oliva introduced the SCAG Intern, Amber Valenzuela.
- A Poverty Summit is being held on August 20, 2014 from 9 a.m. to 3 p.m. in Los Angeles.
- A first fly over is scheduled for the end of August, beginning of September for the Aerial Imagery Project.
- The MOU for the Safe Routes to School Master Plan was completed. Staff will be moving forward with the RFP.

Caltrans Department of Transportation – District 11

- Mr. Gojuangco had the following updates:
  - Recently local agencies and the Districts have expressed concerns regarding the amount of effort, both in terms of calendar days and resources, involved in processing invoices. A Risk-Based Invoice (RBI) Team was assembled with representatives from Caltrans (Districts and HQ), regional and local agencies, and FHWA. The RBI Team determined that the actual workload being expended on invoice reviews by the Districts was over 20 Personnel Years, with the average invoice taking 5.0 hours of District staff time to process, which translates to roughly 12% of all District Local Assistance time. Therefore, providing a consistent statewide invoice review process became the first order of work for the RBI Team. This Office Bulletin (OB) provides guidance to determine which documentation is appropriate for local agencies to include and Districts to review with the various invoices. It also introduces a “Local Agency Invoice Review Checklist” which will assist both the local agencies and the Districts in completing an invoice review. Please refer to the link provided below for a complete instructions and examples: http://www.dot.ca.gov/hq/LocalPrograms/lpp/lpp1r1.htm
  - The main purpose of this LPP is to update LAPM Chapter 9 Civil Rights and Disadvantaged Business Enterprise (DBE) and its accompanying Exhibits to reflect changes that have occurred to the DBE program since 2009. The DBE program is dynamic and has experienced several policy changes over the past several years regarding
roles and responsibilities, contract goal setting, required contract provisions and Good Faith Efforts (GFEs). These changes are captured in this LPP. LAPM Chapter 9 has been re-issued in its entirety. References to AADPL and UDBE are removed. A new contract goal setting methodology and spreadsheet are developed. Agencies may now consider the goal commitment of the second and third bidders when evaluating the DBE responsiveness of the low bidder. Finally, several sections are rewritten to clarify responsibilities, reduce redundancy, and maintain consistency with current laws, regulations and Exhibits. Three Office Bulletins (DLA-OB 10-07 Discontinuance of AADPL, 11-04 Good Faith Efforts, and 12-04 Race Conscious Measures) expire upon issuance of this LPP.

- “Save the Date” for the upcoming SCLAM Meeting being held in San Diego on September 25, 2014 at the County of San Diego operations Center located at 5560 Overland Ave., San Diego 92123.

- Form PR-1391 applies to all prime contractors and subcontractors, regardless of tier, who have Federal-aid contracts that exceed $10,000 and that worked all or any part of the last full week of July, July 20 to 26, 2014. If the project is completed before the last full week in July or does not begin until August, no report needs to be filed. The form is an excel document. Contractors should download the document to their computers to report the information. If no work was physically performed during this week, then a Form 1391 is not required. Contractors’ must submit the completed form PR-1391 to their local agency Resident Engineers no later than Friday, August 15, 2014. Local Agency Resident Engineers’ must submit forms to their respective DLAEs by Friday, August 29, 2014.

- District 11 received 65 ATP Cycle 1 applications. Fifteen of these applications were recommended by CTC staff. A list of these projects was posted online on 08/08/14. Please refer to the link provided below for the statewide ATP list of recommended projects: [http://www.catc.ca.gov/programs/ATP/2014_ATP_Adoption_BI_final.pdf](http://www.catc.ca.gov/programs/ATP/2014_ATP_Adoption_BI_final.pdf)

The total ATP funds requested for the 15 recommended District 11 projects $14,707,000, with the total project costs of $18,552,000. The City of Westmorland’s ATP application was the only project selected for the Imperial Region. The Westmorland project costs $1,113,000 including ATP funds of $985,000. The California Transportation Commission (CTC) is anticipated to adopt the successful Statewide applicants at its August 20, 2014 meeting. Projects not programmed at the CTC meeting will be distributed to large Metropolitan Planning Organizations (MPOs) the same day.

- District 11 will be hosting the Local Assistance Resident Engineer (RE) Academy this fall. The date and specific location for the academy is yet to be determined, however it is anticipated to be held in October or November of 2014. District 11 will also be hosting another round of the Federal Aid Series. The training is scheduled for May 11-May 15, 2015 and will be held at the Caltrans District 11 office. For questions and to enroll in an upcoming training, please contact the District 11 Local Assistance Training Coordinator Debora Ledesma-Ribera at Debora.Ledesma-Ribera@dot.ca.gov or by calling 619-278-3766.

- The deadline to submit an invoice, for this cycle of inactive projects is **August 20, 2014**. An invoice must be received to District 11’s DLAE to avoid de-obligation of the inactive funds. As of 8/12/2014, the following projects need to be submitted from the Imperial Region Agencies:
  - CML 5134(016) - City of Imperial, Mechanical Maintenance Yard, Construction Of Fast Fill CNG Station
  - CMSTPL 5134(017) – City of Imperial, Intersection Of Aten Blvd And Dogwood Road In The City Of Imperial, Intersection Traffic Flow Improvements –Submitted to DLAE 8-14-2014
  - STPL 5167(034) – City of Brawley, West A St. Between Western Ave And Imperial Ave, Rehab

The following have been submitted and are currently under review:
D. Committee Member Reports
- Ms. Best stated that the new property site of the Imperial Transfer Park is located next to IID on Barioni Rd. (old IV Lumber location). The Score event will be held on September 25-26, 2014 in Downtown Imperial with a monster truck jumping exhibit on the 25th. The race will be on September 27-28th.
- Mr. Medina stated that the City of Calipatria will be out to bid on the first week of September for the North International Avenue project.
- Mr. Meyerhoff stated they are currently out to bid on the 4th Street project and the 9th Street project is ongoing.

VI. ACTION CALENDAR
A. Update to the Competitive Bid for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE Public Outreach, Branding and Marketing

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

1. Authorize the Chairman to sign the IVT RIDE Public Outreach, Branding and Marketing Consultant Agreement with the firm of Spectrum Advertising, for the not to exceed fees as listed, effective September 1, 2014 through June 30, 2017.
   a) FY 2014-15 $58,226
   b) FY 2015-16 $50,764
   c) FY 2016-17 $49,500

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

VII. NEXT MEETING DATE AND PLACE

The next meeting of the Management Committee will be held on September 10, 2014 at the City of Calexico, Calexico, CA.

VIII. ADJOURNMENT
A. Motion to adjourn (Bayon Moore/Medina), meeting adjourned at 11:44 a.m.
CALL TO ORDER AND ROLL CALL
Chair Ritchie called the Commission meeting to order at 6:07 p.m. Roll call was taken.

EMERGENCY ITEMS
A. There were none.

PUBLIC COMMENTS
There were none.

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

A. Approved the ICTC Board Draft Minutes: July 23, 2014
B. Received and Filed:
   1. ICTC Management Committee Draft Minutes August 11, 2014
   2. ICTC TAC Draft Minutes: July 24, 2014
C. ICTC Disadvantaged Business Enterprise (DBE) Goal for FY 2014-15 for Federal Transit Funds
   1. Approved the proposed FY 2014-15 DBE goal of 2%
V. REPORTS

A. ICTC Executive Director
Mr. Baza and staff had the following announcements:

- A meeting was held on Tuesday, August 5, 2014 at 2:00 p.m. at the Imperial County Transportation Commission office to discuss the opportunity for a Toll Pilot Project at the Calexico East Port of Entry (POE). Present at this meeting were staff from Caltrans District 11 and Headquarters, General Services Administration (GSA), Customs and Border Protection (CBP), Office of State Senator Ben Hueso, Office of Congressman Juan Vargas, Mexican Consulate Calexico, Baja California State Department of Infrastructure (SIDUE), among others. The discussion led towards taking next steps to achieve federal and state authority to finance the project. Some of the next steps noted were, including the Federal Highway Administration as part of the discussion, identifying Caltrans’ jurisdiction within the project scope, and obtaining concurrence from CBP/GSA and Mexican agencies.
- Agencies participating in the Hero Pace programs are the Cities of El Centro and Brawley and the County of Imperial. Mr. Baza stated that any agency interested in the program to please contact him and a presentation can be made to City Council.
- An accident on an Imperial Valley Transit (IVT) bus occurred in the City of Brawley. No one was hurt; however the proper protocol was taken. IVT management responded to the call and assessed the accident. Mr. Brockwell was present at the meeting and stated that any time there is an incident the driver is pulled from service and retrained.
- A copy of the Executive Director’s Report is on page 55 of the Commission agenda.

B. Southern California Association of Governments (SCAG)
- Mr. Baza touched on two SCAG updates:
  o “War on Poverty” Summit, item 1 of the report
  o Water Bond, item 6.a.i of the report
- A full report is on page 58 of the Commission agenda.

C. California Department of Transportation (Caltrans)
Mr. Figge had the following announcements:

- A full report is on page 62 of the Commission agenda.
- The California Department of Transportation, ADA Infrastructure Program and National ADA Accrediting & Consulting, Inc. will be providing a training seminar on Applying Accessibilities to Pedestrian Facilities within the Public Right-of-Way. This training will be held on September 8, 2014, from 8:30 a.m. to 3:00 p.m. in the Garcia Auditorium, Caltrans District 11 Offices. To enroll in this training, please RSVP to Lori Kempley by September 1, 2014, by calling 916-651-6548 or via email at Lori.Kempley@dot.ca.gov.
- Please “Save the Date” for the upcoming SCLAM Meeting which will be held in San Diego on September 25, 2014 from 9:00 a.m. to 3:30 p.m. Please contact Heather Cheyney at Heather.Cheyney@dot.ca.gov or 619-767-2359 if you have any agenda items or questions. Please note that this meeting will not be held at the Caltrans District Offices. In order to have the meeting more centrally located, it will be held at the County of San Diego Operations Center located at 5560 Overland Ave. Room 171, San Diego 92123.
- Caltrans (Headquarters) released the second issue of “Mile Marker” on August 21, 2014. The Mile Marker is a transparent, plain-language publication that addresses Caltrans’ achievements and needed areas of improvement. The Mile Marker reports on 15 performance measures, including pavement condition and traffic congestion.
The Caltrans District 11 Traffic Operations and Engineering Divisions are finalizing plans for pavement striping and signing changes that would allow for right-turn-only access from northbound and southbound Best Road to eastbound and westbound SR-78. Additionally, route guidance and signage along Best Road and other streets would be added or modified to more easily identify alternate routes.

D. Commission Member Report
- Ms. Nava-Froelich stated that the City of Calipatria will be celebrating the 100th anniversary of the Calipatria Fire Department sometime in October or November.
- Mr. Gran announced that the City of Imperial will be hosting “Movies at the Park” at the Victoria Ranch Park in September. He also announced that the Dog Park is almost ready and that the City will be hosting the SCORE 250 Contingency on September 25-28, 2014.
- Mr. Predmore stated that the City of Holtville received waste water plant funding and that the 4th St. project will be going out to bid soon.
- Mr. Terrazas stated that the County is moving forward with the new wing at the County Jail, funded by a state grant of $33 million. The new wing will create 11 new jobs.
- Mr. Ritchie stated that Westmorland began a project that began on July 7, 2014 and had to be shut down due to the smell of gasoline is now moving forward once again. The City of Westmorland was approved for a water plant upgrade through a $2 million grant.
- Mr. Nava stated that the City of Brawley has contracted with Spectrum Advertising for media services that will include Facebook and Twitter administration plus 12 stories through YouTube. There will also be housing developments and improvements taking place in the downtown area.
- Mr. Terrazas stated that bidding is currently taking place for a project in the Salton Sea area.
- Mr. Ryan stated that there have been issues with the center divider on Austin Rd. where trucks do not fit. He is hoping to get the issue fixed soon.
- Ms. Sanders stated that the City of El Centro Council would be dark in August.

VI. ACTION CALENDAR
A. 2014 Imperial County Transportation Commission Disparity Study

A representative of BBC Research Consulting provided an overview of the study completed for ICTC.

ICTC Staff requested that the Commission take the following actions for review and approval after public comment, if any:

1. Approved the 2014 ICTC Disparity Study document

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

B. Update to the 2014 Competitive Bid for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE Public Outreach, Branding and Marketing

ICTC Management Committee met on August 13, 2014 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Authorized the Chairman to sign the IVT RIDE Public Outreach, Branding and Marketing Consultant Agreement with the firm of Spectrum Advertising, for the not to exceed fees as listed, effective September 1, 2014 through June 30, 2017.
a) FY 2014-15 $58,226  
b) FY 2015-16 $50,764  
c) FY 2016-17 $49,500

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

C. Active Transportation Program (ATP) Project Nomination List for FY 2014/2015

ICTC Staff requested that the Commission take the following actions for review and approval after public comment, if any:

1. Approved the Project Nomination List for Fiscal Year 2014/15 Active Transportation Program (ATP)
2. Approved the award of the City of El Centro’s Pedestrian and Bike Improvement Project in the amount of $718,000
3. Directed staff to submit a Formal Nomination List to SCAG and proceed with the State/Federal programming and documentation

ICTC Management Committee met on July 9, 2014 and forwarded this item to the Commission for review and approval after public comment, if any:

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

VIII. NEXT MEETING DATE AND PLACE

A. The next meeting of the Imperial County Transportation Commission will be held on Wednesday, September 24, 2014 at 6:00 p.m., at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.

IX. ADJOURNMENT

A Motion was made to adjourn by Nava-Froelich, seconded by Gran, Motion Carried. Meeting adjourned at 7:15 p.m.
TECHNICAL ADVISORY COMMITTEE

DRAFT MINUTES

August 28, 2014

Present:

Yazmin Arellano  City of Brawley
Gordon Gaste    City of Brawley
Nick Fenley     City of Calexico
Terry Hagen     City of El Centro
Abraham Campos  City of El Centro
Nick Wells      City of Holtville
Jesus Villegas  City of Imperial
Gracie Hauvermale City of Imperial
Joel Hamby      City of Westmorland
Bill Brunet     County of Imperial

Others:

Mark Baza    ICTC
Virginia Mendoza ICTC
Cristi Lerma ICTC
Wishing Lima  Caltrans
Angel Hernandez The Holt Group

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 June 26, 2014. (Hamby/Campos) Motion Carried.

3. Calexico Intermodal Transportation Center Feasibility Study

   Ms. Mendoza provided a brief update on the study including an overview of the top 3 alternative sites. A draft report will be available for public comment next week. The 3 top sites were sites 2, 5 and 6. Site 2 was deemed the most desirable by the steering committee and is located at 3rd Street and Rockwood Avenue. All sites were designed to encompass private/public transit; will provide space for farm labor buses; and, will house the new Greyhound terminal. A copy of the report will be posted on the ICTC website at www.imperialctc.org and comments are appreciated.

4. ICTC Updates / Announcements
    a. Transit Updates
- The Commission also directed staff to move forward with contract negotiations of the Public Dial-a-Ride Paratransit Services – IVT RIDE.

b. Pedestrian & Bicycle Transportation Access Study
   - The goal of the study is to analyze all 6 Ports of Entry and identify pedestrian and bicycle projects at each location. Ms. Mendoza stated that the Border Community Workshops and existing conditions assessments have concluded. A report will be forthcoming.

c. LTA Updates
   - Ms. Mendoza stated that a letter was sent to City Managers with a cc to Public Works Directors/Finance Managers regarding a request from LTA staff. To recap the letter, the items requested were as follows:
     1. The MOE letter for FY 2013-14 for the Cities of Calexico, El Centro and Imperial only
     2. An updated 5-year expenditure plan for FY 2014-15
     3. A list of projects completed or underway in FY 2013-14
     4. A projected list of projects for the next 3-5 years
   - The Cities of Brawley, Imperial and Westmorland have turned in all documentation.

d. Other Updates
   - The ATP State program awarded the City of Westmorland’s project. The remaining projects have been evaluated at the regional level and were scored, ranked and presented to the Commission on August 27, 2014. The regional share of ATP funds for Imperial County is in the amount of $718,000. ICTC presented a recommendation to the Commission to award the regional share to the City of El Centro.
   - ICTC staff requested LTA funds for the Heber project which will include sidewalk/curb and gutter/benches and shelters improvements in the town of Heber.

5. Cities and County Planning / Public Works Updates:
   - Mr. Baza stated that the County Board approved the NAF Joint Land Use Study at a recent meeting.

6. SCAG Updates / Announcements
   - There were none.

7. Caltrans Updates / Announcements (by Luis Medina)
   - Mr. Lima provided the following Caltrans updates:
     - Form FHWA PR-1391 was due to District 11 on August 29, 2014.
     - **New Office Bulletin (OB) 14-05- Risk Based Invoicing.** Recently local agencies and the Districts have expressed concerns regarding the amount of effort, both in terms of calendar days and resources, involved in processing invoices. A Risk Based Invoice (RBI) Team was assembled with representatives from Caltrans (Districts and HQ), regional and local agencies, and FHWA. The RBI Team determined that the actual workload being expended on invoice reviews by the Districts was over 20 Personnel Years, with the average invoice taking 5.0 hours of District staff time to process, which translates to roughly 12% of all District Local Assistance time. Therefore, providing a consistent statewide invoice review process became the first order of work for the RBI Team. This Office Bulletin (OB) provides guidance to determine which documentation is appropriate for local agencies to include and Districts to
review with the various invoices. It also introduces a "Local Agency Invoice Review Checklist" which will assist both the local agencies and the Districts in completing an invoice review. Training will be forthcoming.

- LAPM Chapter 9 for DBE training on October 9th at the District Office.
- Only 2 projects on the inactive list from cities of Imperial and Brawley. Caltrans is working with both.
- The SCLAM will be held at the San Diego County office on September 25, 2014.

8. General Discussion / New Business
   - Mr. Wells stated that the City of Holtville recently had some water line issues on 4th Street. He thanked the Cities of Brawley and Calexico’s public works department for their assistance.

9. Meeting adjourned at 10:55 a.m.
V. REPORTS

A. ICTC EXECUTIVE DIRECTOR
The following is a summary of the Executive Director’s Report for the Management Committee meeting of September 10, 2014.

1. **Calexico East/Mexicali II Port of Entry Proposed Binational Toll Pilot Project:** A meeting was held on Tuesday, August 5, 2014 at 2:00 p.m. at the Imperial County Transportation Commission office to discuss the opportunity for a Toll Pilot Project at the Calexico East Port of Entry (POE). Present at this meeting were staff from Caltrans District 11 and Headquarters, General Services Administration (GSA), Customs and Border Protection (CBP), Office of State Senator Ben Hueso, Office of Congressman Juan Vargas, Mexican Consulate Calexico, Baja California State Department of Infrastructure (SIDUE), among others. The discussion led towards taking next steps to achieve federal and state authority to finance the project. Some of the next steps noted were, including the Federal Highway Administration as part of the discussion, identifying Caltrans’ jurisdiction within the project scope, and obtaining concurrence from CBP/GSA and Mexican agencies. Future opportunities for this project will be pursued in binational agency forum led by U.S. and Mexico federal agencies.

2. **Imperial –Mexicali Binational Alliance:** A meeting was held on Thursday, August 21, 2014 at 10:00 a.m. at the Imperial County Workforce Development Board in El Centro, with 36 attendees from several Local/State/Federal Agencies. ICTC Executive Director presented an update on the Calexico West Port of Entry Expansion Project and the Calexico East/Mexicali II Binational Partnership Toll Pilot Project. City of Mexicali’s Planning Institute (IMIP) presented an update to their Bicycle Master Plan adoption anticipated for December 2014. Environmental Protection Secretariat (SPA) presented an update on their Dust Control Management and Agricultural Burning Pilot Project. ICTC gave an update on the Pedestrian & Bicycle Transportation Access Study, the Calexico Intermodal Transportation Center, and the Idling Vehicle Emission Study of the Calexico East & West POEs. The next Alliance meeting will be hosted in Mexicali and is scheduled for October 9, 2014.

3. **Consolidated Paratransit (Dial-A-Ride) Requests for Proposal (IVT Ride):** Following the recent actions of the participating agencies and the Commission to proceed, a contract is being drafted with First Transit Inc. and discussions have been held with the bus sales vendor. The contract is anticipated to be executed at a Commission meeting on September 24, 2014. IVT Ride service start dates are then anticipated as follows: Brawley – January 2, 2015; Calexico – October 1, 2014; Imperial – October 1, 2014; and West Shores – December 1, 2014. A competitive bid was also conducted for public outreach and marketing in support of the launch of the IVT Ride services which was awarded to Spectrum Advertising.

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

5. **California / Baja California Pedestrian and Bicycle Transportation Access Study:** The Study will focus on the California-Baja California border region, specifically its six Ports of Entry (POEs). On February 26, 2014, the Commission approved the selection of KOA and Associates. The project kick-off was conducted on April 8, 2014 at ICTC. The consultant has released an e-audit tool that will be used to collect data of necessary infrastructure improvements needed at the border. Focus Group meetings were conducted on June and POE workshops were conducted at all 6 ports during the week of July 21st. The consultant conducted existing conditions evaluations of all six ports on August 18th and 19th. The next step of the project is to prepare a report of existing conditions and hold an Agency Working Group meeting in late September 2014.

6. **Transportation Development Act (TDA-State Funds) Triennial Performance Audit Project:** A kick off meeting was conducted on December 10, 2014 at ICTC offices. Requests for information have been emailed to member agency staff. The audit is a State mandated requirement every three years for all TDA funds received in Imperial County. Audit staff made site visits the week of April 28, 29 and 30th, and will continue site visits the week of June 9, 2014. The audit team is scheduled to contact Commission members for input the week of August 4th. A draft report is expected in September.

7. **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.

8. **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.

9. **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 fall of 2014.

10. **Active Transportation Program (ATP) Call for Projects:** The State program awarded the City of Westmorland’s project. The remaining projects have been evaluated at the regional level and were scored and the City of El Centro’s Pedestrian and Bicyclist Improvement Project ranked number one. After consulting with SCAG, ATP staff and the ATP guidelines, ICTC staff made the recommendation to utilize the $718,000 of ATP Regional Share funds for the top ranked project considering that it would capture 100 percent of the funds and remain consistent with the State’s ATP Guidelines. ICTC staff recommendation was presented for consideration to the Commission on August 27, 2014. The Commission approved the recommendation to utilize $718,000 of ATP Regional Share funds for the City of El Centro’s Pedestrian and Bicyclist Improvement Project.

11. **Meetings attended on behalf of ICTC:**

- Imperial – Mexicali Binational Alliance (IMBA) meeting, August 21, 2014
- Mobility 21’s 13th Annual Southern California Transportation Summit, September 4-5, 2014
- North American Development Bank (NADBank), September 9, 2014
VI. ACTION CALENDAR

A. ADOPTION OF THE PASSENGER STATISTICAL SUMMARY (PSS) PROJECT FOR FY 2013-14 FOR IMPERIAL VALLEY TRANSIT (IVT)
September 5, 2014

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

SUBJECT: The Passenger Statistical Summary (PSS) Project for FY 2013-14 for Imperial Valley Transit (IVT)

Dear Committee Members:

Due to the receipt of federal grant funding for public transit, federal reporting requirements state that transit systems are required to report on “passenger miles.” This process takes place every three years and is utilized to track the individual distance or mileage travelled by each boarding passenger. Federal grant apportionments are also based on a variety of factors including census data and this type of reporting process.

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

The parameters of the project include a sampling methodology and compliance with a federal requirement for 95% confidence and a margin of error not to exceed plus or minus 10%.

The PSS project was required to be completed during FYs 2008-09, 2010-11 and again in FY 2013-14. The FY 2013-14 project was awarded to the firm of Rea and Parker Research, Inc. The project work effort commenced on July 1, 2013 and continued through through June 30, 2014.

The consultant developed the sampling methodology, and acquired local staff who monitored various bus routes throughout the fiscal year. The final report has since been prepared based on the guidance of the federal requirements. This final report is due to the federal agency by October 2014.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
IMPERIAL VALLEY TRANSIT
ANNUAL PASSENGER MILE SAMPLING METHODOLOGY
AND FINAL RESULTS
JULY 1, 2013-JUNE 30, 2014

Prepared for:
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

Prepared by:
Rea & Parker Research
P.O. Box 421079
San Diego, CA 92142
858-279-5070

July, 2014
The County of Imperial provides fixed route bus service throughout the County through the services of Imperial Valley Transit, which was created in 1989. Imperial Valley Transit began as a 5 route system with 3 buses running Monday through Friday. The passenger ridership initially averaged approximately 3,000 passengers a month.

The transit service is operated as a turnkey operation by First Transit, Inc. The service is administrated and funded by the Imperial County Transportation Commission (ICTC). The Commission members represent each City, the County and the Imperial Irrigation District.

Funding is provided annually through the ICTC adopted Overall Work Program Budget and Finance Plan. The source of the funding includes but is not limited to federal FTA 5307, 5311 and 5317 funds, State Transportation Development Act (TDA) including Local Transportation (LTF) and State Transit Assistance (STA), and local fare revenue.

The Federal Register of September 25, 1987, specifies that certain operating data must be collected from federally funded transit systems as part of the Section 15 Uniform System of Accounts and Records and Reporting System. One such required set of data that is required is an annual estimate of unlinked passenger trips and passenger miles that is reliable with 95 percent confidence to a margin of error of +/- 10 percent. The Urban Mass Transportation Administration and Federal Transit Administration (FTA) developed several suggested sampling techniques for collecting annual estimates of unlinked passenger trips and passenger miles. A transit agency may use a technique other than the UMTA recommended techniques as long as it meets the prescribed precision and confidence levels.

ICTC contracted with Rea & Parker Research of San Diego, California to conduct the study that would require Rea & Parker Research personnel to ride randomly selected Imperial Valley Transit bus trips for a one year period that covered July 1, 2013-to-June 30, 2014. Rea & Parker Research had conducted the most recent passenger mile sampling studies for Imperial Valley Transit in 2010-2011 and 2008-2009.
Transit systems have been offered the opportunity to convert to a new method of sampling supported by the National Transit Database (NTD). This new method would likely result in fewer samples required but in a highly irregular schedule that could make the securing and retention of employees to conduct the requisite counts to be problematic. The decision was made to conduct this passenger mile estimate using the older, but still approved methodology. All individual bus trip data was tracked and recorded electronically in 2010-2011 and in 2013-2014 so that the new methodology could be considered in the future, when and if savings from fewer samples might be substantial enough to merit the change in methodology. At present, that is not the case.

The option was also available to devise a statistically valid method that differed from both the new and the established NTD methodologies. Rea & Parker Research elected to utilize the NTD methodology inasmuch as it is specifically designed to address small transit systems. As such, no determination of variance, standard deviation, margin of error, confidence levels or intervals was undertaken by Rea & Parker research independent of this established methodology. These statistics would have been required to develop a method of sampling unique to Imperial Valley Transit. Attached as an appendix to this report are the academic and professional consultative experiences of Richard A. Parker, Ph.D. and Louis M. Rea, Ph.D., the principal investigators and analysts for this study.

There were a number of increases in bus service that took place during the year. Initially, the number of daily trips and 6-day service indicated that for the 6 days per week that Imperial Valley Transit operated, two bus trips could be tallied every operating day for one year, or three trips every other day, 5 trips every third day, 8 trips every fourth day, 12 trips every fifth day or 19 trips every sixth day. The method chosen was for 5 trips to be sampled every third day—one week on Monday and Thursday, another week on Tuesday and Friday, and another week on Wednesday and Saturday.

On holidays when the buses were not operating, days of operation were exchanged among weeks. The FTA sample size macro for this initial period of July-through-September, 2013 is shown below. For example, if Thanksgiving Day were the scheduled Thursday, that week may have been rearranged with the Wednesday and Saturday pairing so that for those two weeks only, buses were sampled on Monday and Wednesday one week and Thursday and Saturday in the
previous or succeeding week. Missed trips, of which there were very few, were made up on the same day of the week as the missed trip during the succeeding week.

INITIAL SAMPLING (July-September, 2013)

Sample Size Table

<table>
<thead>
<tr>
<th>95 Percent Confidence Level @ Tolerance of 10 Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Days Service Operated (m)</td>
</tr>
<tr>
<td>313</td>
</tr>
<tr>
<td>Number of One-Way Trips per Day (N)</td>
</tr>
<tr>
<td>115</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sampling Interval (Every Day)</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trips/Day</td>
<td>2</td>
<td>3</td>
<td>5</td>
<td>8</td>
<td>12</td>
<td>19</td>
</tr>
<tr>
<td>Annual Trips</td>
<td>626</td>
<td>468</td>
<td>520</td>
<td>624</td>
<td>744</td>
<td>988</td>
</tr>
</tbody>
</table>

In August, 2013, the number of daily bus trips increased very slightly and still for only six days. No change in the number of samples was required by this change. In October, 2013, the number of daily trips increased to 126, but also only for six days, again resulting in no change in the number of samples required. However, when the Gold Line opened in December, the number of daily trips increased to 138 and the number to be sampled increased to 6 every third day. This increase lasted only until January, 2014 when Sunday service was added, resulting in the following FTA sample size macro. After January, the number of sampled daily trips returned to 5, but this was to be performed every third day such that certain weeks had three sample days and others remained at two days. This new schedule held for the balance of the study.

In preparation for the commencement of the study, Rea & Parker Research entered each bus trip into an SPSS (Statistical Package for the Social Sciences) database as a code, indicating weekday, Saturday, and Sunday (starting in 2014), bus route number, and the number of the trip on that day. For example, after the October service increase, Route 1S on a weekday at 9:30am would have been coded and entered as 1s-06, the sixth Route 1s trip on weekdays and Saturday’s 3:00 pm Route 2N would have been coded 2n-sat-07, the seventh Saturday Route 2N trip. Five trips were randomly selected by the SPSS program for counting every three days, with the exception of the two-week period in December, when 6 trips were selected every third day.
Certain buses run on some days per week but not on others. Still others curtail their trips when Imperial Valley College is not in session. Random selection of any bus that was not running on a given day caused a randomly selected replacement to be chosen.

**SAMPLING (January-June, 2014)**

**Sample Size Table**

| 95 Percent Confidence Level @ Tolerance of 10 Percent |
|---------------------------------|---|
| Number of Days Service Operated (m) | 365 |
| Number of One-Way Trips per Day (N) | 138 |

<table>
<thead>
<tr>
<th>Sampling Interval (Every _ Day)</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trips/Day</td>
<td>2</td>
<td>3</td>
<td>5</td>
<td>7</td>
<td>10</td>
<td>14</td>
</tr>
<tr>
<td>Annual Trips</td>
<td>730</td>
<td>546</td>
<td>605</td>
<td>637</td>
<td>730</td>
<td>840</td>
</tr>
</tbody>
</table>

One other variable required attention for this year’s study and that pertains to overflow buses that ran on occasion between July, 2013 and October, 2013, when service was increased. Imperial Valley Transit experiences considerable demand for boarding at the border in Calexico, and there are occasions when the existing Route 1N bus could not accommodate that demand. At such times Imperial Valley Transit dispatched another bus to absorb this overflow demand. The overflow bus was added to the list of bus routes and selected for sampling similar to all other routes. Inasmuch as it was not known if the overflow bus was going to be needed on any particular day, a sixth trip was selected randomly for backup when the overflow was selected for sampling. On days when the overflow was not part of the sample but was needed, Imperial Valley Transit notified Rea & Parker Research and that bus trip was added to the tally of trips run for that week.

On board personnel were given an assignment log (as depicted in the Exhibit A example) and trip sheets (Exhibit B example), as demonstrated on the succeeding pages. The assignment log provided specific instructions about where to board each bus, where and when to exit, and if that trip was one that was selected for sampling. If the trip was selected, trip sheets were attached.
onto which the Rea & Parker Research counting employee on board was to record boardings and alightings, with some on-board counts between stops.

The Rea & Parker Research supervisor, who was based in the City of Imperial, collected and distributed these forms to the counting personnel and sent the manually completed forms twice per month to San Diego for data entry by Rea & Parker Research staff and math and logic checks by either Richard A. Parker, Ph.D. or Louis M. Rea, Ph.D. At that point in time, the manual information was entered electronically, the distance between stops was added to the forms, and the total number of passenger miles could be determined. A completed trip sheet (Exhibit C) also follows in the next pages of this report for illustrative purposes. These completed forms were then compiled into an Excel file that maintained a running balance of counts and mileage. A sample of that Excel file also follows (Exhibit D), and it is this format that can facilitate consideration of NTD alternative sampling for future analyses.
Imperial Valley Transit Passenger Sampling Assignment Log (EXHIBIT A)

<table>
<thead>
<tr>
<th>Assignment#</th>
<th>63a</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td>1-30-14</td>
</tr>
<tr>
<td>Day of Week:</td>
<td>Thurs</td>
</tr>
</tbody>
</table>

**SPECIAL INSTRUCTIONS FOR REPORTING/FINISHING IF OTHER THAN FIRST OR LAST STOP**

<table>
<thead>
<tr>
<th>Reporting Time:</th>
<th>Reporting Place:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finishing Time:</td>
<td>Finishing Place:</td>
</tr>
</tbody>
</table>

**On-Board Bus Schedule**

<table>
<thead>
<tr>
<th>Bus Route</th>
<th>Trip Serial #</th>
<th>Beginning Stop</th>
<th>Begin Stop Time</th>
<th>Last Stop</th>
<th>Last Stop Time</th>
<th>Bus Scheduled for Data Collection?</th>
<th>Special Instructions after Last Stop</th>
</tr>
</thead>
<tbody>
<tr>
<td>1n</td>
<td>1n04</td>
<td>Calexico Hacienda</td>
<td>8:05a</td>
<td>El Centro State &amp; 7th</td>
<td>9:20a</td>
<td>YES</td>
<td>Stay on bus? Verify with driver</td>
</tr>
<tr>
<td>2n</td>
<td>2n03</td>
<td>El Centro State &amp; 7th</td>
<td>9:20a</td>
<td>Brawley E Street &amp; Rio Vista</td>
<td>10:20a</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>2s</td>
<td></td>
<td>Brawley E Street &amp; Rio Vista</td>
<td>10:25a</td>
<td>Imperial Valley College</td>
<td>11:10a</td>
<td>No</td>
<td>Board bus already on route and exit before end. 1+ hour break</td>
</tr>
<tr>
<td>21-IVC Express</td>
<td>21-IVC-pm01</td>
<td>Imperial Valley College</td>
<td>12:30p</td>
<td>Calexico Cole &amp; 111</td>
<td>1:30p</td>
<td>YES</td>
<td>At gas station across from Denny’s (west side of 111), you should signal southbound bus on 111 to stop at about 1:40p—then exit immediately at Hacienda at 1:45</td>
</tr>
<tr>
<td>1s</td>
<td></td>
<td>Calexico Cole &amp; 111</td>
<td>1:40p</td>
<td>Calexico Hacienda</td>
<td>1:45p</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Stop No.</td>
<td>Stop Description</td>
<td>Odometer Reading</td>
<td>Passengers Boarded</td>
<td>Passengers De-Boarded</td>
<td>Passengers On Board</td>
<td>Distance Between Stops</td>
<td>Passenger Miles (15) x (16)</td>
</tr>
<tr>
<td>---------</td>
<td>------------------</td>
<td>------------------</td>
<td>--------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Hacienda/Scaroni/Cole</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Hacienda/Ollie St.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>Ollie/Birch St. - Post Office</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>Kloke St/Birch St/ Hwy 98</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>Kloke St./Grant St.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>Grant St./Eady</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>Grant St./Cesar Chavez St.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>Emerson/6th</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9</td>
<td>Third St./Paulin</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>Mary/4th St.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>Encinas/7th (Church)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>Encinas/Belcher.(Library)</td>
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## SURVEY TRIP SHEET

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(26) Capacity Miles
(7) x (22)  
Total
(20)  
(27) Seat Miles
(8) x (22)  
Mean On Board
0  

Imperial Valley Transit  July, 2014
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<th>Totals</th>
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<th>(21)</th>
<th>(22)</th>
<th>(23)</th>
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## Survey Trip Sheet

### Trip Information
- **Trip Serial No.**: 1n04
- **Date**: 1-30-14
- **Day of Week**: Thurs
- **Time Period**: AM
- **Route No.**: 1 north
- **Vehicle Inventory Number**: 1209
- **Total Capacity**: 75
- **Seated Capacity**: 41

### Stop Information

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<th>Passengers De-Boarded</th>
<th>Passengers On Board</th>
<th>Distance Between Stops</th>
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*Annual Passenger Mile Sampling (2013-2014)*  
*Imperial Valley Transit*  
*Rea & Parker Research*  
*July, 2014*
### SURVEY TRIP SHEET

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#### Stops

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<th>Passengers De-Boarded</th>
<th>Passengers On Board</th>
<th>Distance Between Stops</th>
<th>Passenger Miles (15) x (16)</th>
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<th>Totals</th>
<th>(27) Seat Miles (8) x (22)</th>
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| 25 | 207 | 24.3 | 289.4 |

Imperial Valley Transit
July, 2014
### SURVEY TRIP SHEET

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<th>Passengers De-Boarded</th>
<th>Passengers On Board</th>
<th>Distance Between Stops</th>
<th>Passenger Miles (15) x (16)</th>
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### EXHIBIT D
**EXCEL COMPUTERIZED TRIP-BY-TRIP DATA ENTRY**
**(EXAMPLE: WEEK 52 INPUT)**

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<th>Sum of Miles-P</th>
<th>Sum of City Capa Miles</th>
<th>Sum of Route Miles</th>
<th>Avg. Seat Miles</th>
<th>Sum of Capacity Miles</th>
<th>Avg. Route Length</th>
<th>Capa. Miles</th>
<th>Sum of Capa. Miles</th>
<th>Avg. Trip Miles</th>
<th>Avg. Pass. Miles</th>
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FTA Form 406A was used to compile the Daily Trip-by-Trip Excel file totals for the year and to display the final results for the yearlong study.\(^1\) Form 406A shows that a total of 14,369 unlinked boardings (Line 1) were counted for the year on the 565 sampled bus trips (Line 70, averaging 25.43 boardings per bus trip. In 2008-2009 there were 32.28 boardings per sampled trip. It is noted here and below that a substantial service increase occurred in October, 2013 along with other, smaller ones during the 2013-2014 and still others after the 2010-2011 study. Such an increase will dilute the passenger load per bus, which was, in many cases, the objective of the service increase.

- 21.69 passengers on 108 sampled weekday a.m. peak hour bus trips (prior to 9:00 a.m.)—2010-2011 = 27.89 boardings per sampled trip. This decrease per trip is consistent with the increase in number of trips from service increases.
- 30.68 boardings on 180 sampled midday weekday trips (9:00 a.m.—3:00 p.m.)—2010-2011 = 38.54 boardings per sampled trip, again consistent with the increased number of scheduled trips.
- 22.31 boardings on 137 weekday p.m. peak bus trips (3:00 p.m. –7:00 p.m.)—2010-2011 = 26.16 boardings per sampled trip.
- 11.20 boardings on 10 nighttime trips (after 7:00 p.m.)—2010-2011 = 19.89 boardings per sampled trip. This is a real decrease in that the number of nighttime trips did not increase; however, the sample is so small that this difference is not statistically significant.
- Saturdays averaged 26.57 boardings per sampled trip (85 sampled trips)—2010-2011 = 37.32 boardings per sampled trip—again with more Saturday trips in this sample period (54 versus 31 in 2010-2011).
- New Sunday service averaged 23.98 boardings per sampled trip for its six months of operation.

\(^1\) The original Form 406A was modified from its published version to accommodate the requisite weighting and to correct some errors in the form. The original Form 406A follows on the next page, with errors noted by yellow highlight. These errors were as follows:
1) Lines 11-12 on the original were repeats of lines 9-10 rather than the data shown on the modified Form 406A on lines 12-13, which was the clear intent, and
2) Line 10 on the original is shown as being calculated by dividing line 1 by line 7; whereas, the correct determination is line 4 divided by line 7.
<table>
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<tr>
<th>Line No.</th>
<th>ITEM</th>
<th>WEEKDAYS</th>
<th>SATURDAY</th>
<th>SAMPLE</th>
<th>WEIGHTED SAMPLE **</th>
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<td>NIGHT</td>
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<td>41.132%</td>
<td>32.511%</td>
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<td>15</td>
<td>% Passenger Miles to Capacity Miles per Trip (11/12)</td>
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<td>Annual Weighted Total Passenger Miles (11<em>8</em>9)</td>
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<td>3536469.5</td>
<td>2252667.9</td>
<td>117496.4</td>
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</table>
Inasmuch as Saturdays and Sundays were oversampled relative to weekday trips, with 85 out of 565 sampled trips (15.0 percent of all sampled trips) on Saturday and 45 (8.0 percent) on Sunday in contrast to the actual bus trips of 7.7 percent and 1.3 percent respectively, the overall 25.43 sample boarding average requires weighting. When weights are applied\(^2\), the mean number of boardings per trip for the system-wide sample is reduced slightly to 25.03 (2010-2011 = 31.20 boardings per trip).

Applying these mean numbers of unlinked boardings and correspondingly determined passenger miles (based on number of passengers on-board and distance between stops) reveals the final estimates required for the federal database. **Form 406A shows that the annual estimated unlinked passenger boardings and mileage is determined (with a margin of error of +/- 10 percent at 95 percent confidence) to be 878,017 riders who traveled 9,161,660 passenger miles during the year (Lines 16 and 17).** In 2010-2011, the corresponding estimates were 918,578 passengers and 9,871,209 passenger miles, indicating statistical consistency between the two periods, with 2013-2014 showing a decrease of 4.4 percent in unlinked passenger trips and 7.2 percent passenger miles, both of which are well within the +/- 10 percent margin of error, indicating that no statistical difference between the study periods has been found.

Form 406A also breaks down the weighted total ridership and mileage by time of day (Lines 16 and 17). Weekday ridership appeared to decline from 2010-2011, but still within the margin of error —and weekend ridership increased in excess of the margin of error.

- There were 197,553 unlinked boardings annually during weekday a.m. peak periods, traveling 2,361,968 miles. Corresponding totals from 2010-2011 were 209,054 unlinked boardings and 2,576,057 passenger miles.
- Peak riders during the weekday p.m. periods total 222,668 and 2,252,668 miles (2010-2011 = 237,567 boardings and 2,570,906 miles)
  - Weekday midday boardings totaled 363,135 for the year and 3,536,470 miles. In 2010-2011, there were 390,010 unlinked boardings and 3,793,996 miles.

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\(^2\) Inasmuch as the sample distribution does not precisely mirror the actual distribution of trips weighting was appropriate for the upper portion of Form 406A. Weights are equal to the total trips in the sample (Line 7—Sample Total column) divided by total number of bus trips sampled (Line 8—Sample Total column). Then, for each time period, that result is divided by the total number of trips in the sample by time period (7) divided by the total number of bus trips sampled by time period (8). These weights are then multiplied by sample totals to obtain sample data that is weighted to reflect the actual distribution of bus trips in Lines 16-17 and the right-hand column.
- Weekday night ridership seemed to fall substantially (again, however, the small sample size renders this difference as not statistically interpretable). Boardings included 11,368 riders traveling 117,496 miles, which equaled fewer riders and miles than in 2010-2011 (22,978 boardings and 162,119 passenger miles).
- Weekend travel increased. Saturdays had 72,071 boardings and 792,071 miles, an increase from 2010-2011 (58,999 boardings and 768,180 miles). Sunday service, with only 18 scheduled trips per Sunday, added 11,222 boardings and 100,987 passenger miles during its six months of operation.

Imperial Valley Transit vehicles experience their highest percentage occupancy (Line 14) during midday on weekdays, with 41.13 percent of seat miles occupied (2010-2011 = 51.7%—again reflecting the increased service), followed by the weekday morning peak period (34.23 percent—2010-2011 = 41.2). Sundays, not unexpectedly, display the lightest occupancy (24.57 percent of seat miles). Overall, for all buses, 34.73 percent of seats miles were occupied with 20.73 percent of the combined seated and standing capacity occupied. In 2010-2011, the corresponding occupancies were 43.6 percent of seat miles of seats and 31.6 percent of seated and standing capacity, again reflecting the increased service levels in 2013-2014.
### ANNUAL DATA TO FTA

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*DO = Directly Operated  PT = Purchased Transportation

Sample Plan Used________________________

Date Prepared ________________ Date Updated ______________________
APPENDIX: Qualifications of Rea & Parker Research

Richard A. Parker, Ph.D.
Louis M. Rea, Ph.D.
Rea & Parker Research is a statistical sample survey and market research and economic consulting firm based in San Diego, California, with facilities in Los Angeles and Orange County. It was founded by Louis M. Rea, Ph.D. and Richard A. Parker, Ph.D. in 1984 and has grown into a well-respected, financially stable, and substantial research organization with clients throughout the State of California and the Southwest who will attest to the firm's ability to deliver a quality product within the originally designated budget and in accordance with the contracted time schedule.

Rea & Parker Research is a certified Small Business Enterprise by the State of California.

With particular reference to the current project, the references below will indicate a wealth of experience in on-board bus and rail projects for several entities in Southern California, transportation research including intercept surveys, focus group analysis, and telephone surveys. Rea & Parker Research has extensive experience working with major public agencies in Southern California and the State of California, including the Orange County Transportation Authority. Rea & Parker Research has 30 years of experience in transportation related surveys for both the public and private sectors.


Louis M. Rea is an emeritus professor of city planning in the School of Public Affairs at San Diego State University where he served as school director for nearly twenty-five years. He teaches graduate courses in statistical analysis, transportation planning, survey research, program design and evaluation, and urban/fiscal problems, as well as undergraduate courses in introductory public administration and policy and evaluation in Criminal Justice.
Rea & Parker Research utilizes the university offices and state-of-the-art computer facilities, along with access to renowned scholars and reference material when necessary.


Rea & Parker Research has conducted transportation related research as well as research associated with water issues, immigration, and energy for over 30 years.

Survey Research Clients:

- State of California--Senate Rules Committee
- State of California--Senate Special Committee on Border Issues
- State of California--Office of the Auditor General
- State of California--Office of the Attorney General
- Los Angeles County Metropolitan Transportation Authority
- Southern California Regional Rail Authority (Metrolink)
- Orange County Transportation Authority
- California Department of Transportation (CALTRANS)
- Bay Area Rapid Transit
- Metropolitan Transit System (San Diego Transit)
- North County Transit District
- Fresno Area Express
- Gold Line Authority (Los Angeles MTA)
- Southern California Association of Governments (SCAG)
- San Diego Association of Governments (SANDAG)
- San Diego Gas & Electric
- San Diego County Sheriff’s Department
- San Diego County Water Authority
- San Diego Unified School District
- Imperial Irrigation District
- Otay Water District
- University of California-Berkeley
- University of California-Los Angeles
- University of California-Davis
- County of Orange
- County of San Diego
- City of San Diego
- City of San Diego Housing Commission
• City of Escondido
• City of Carlsbad
• City of Poway
• City of Davis
• City of St. Helena
• City of Dana Point
• City of Oceanside
• Imperial Valley Association of Governments
• Imperial County Transportation Commission
• Imperial Valley Transit
• Santa Clarita Transit
• Santa Monica Municipal Bus Lines
• Culver CityBus
• Foothill Transit
• El Monte Transit
• Torrance Transit
• Cerritos on Wheels
• Commerce Transit
• Los Angeles Commuter Express
• Pasadena ARTS
• Carson Circuit
• Alhambra Transit
• Clovis Stageline
• Riverside Transit Agency
• San Diego County Law Library
• City Heights Community Development Corporation (City of San Diego)
• Centre City Development Corporation (City of San Diego)
• North Park Main Street Association (San Diego)
• San Luis Rey Indian Water Authority
• California Center for Sustainable Energy

Economic Research Clients:

• State of California--Senate Rules Committee
• State of California--Senate Special Committee on Border Issues
• State of California--Office of the Auditor General
• State of California--Office of the Attorney General
• California Department of Transportation (CALTRANS)
• Southern California Gas Company
• San Diego County Sheriff’s Department
• San Diego Unified School District
• San Diego Gas & Electric
• Southern California Gas Company
• Pardee Construction Company
• San Diego Aircraft Carrier Museum Foundation
• Westbrook Development
• Genstar Development
• Laing Urban
• Pacific Century Development
• Subway, Inc.
• Westfield Shopping Centers
• Shea Properties
• City of San Diego
• City of San Diego Housing Commission
• City of Carlsbad
• City of Poway
• City of Holtville
• Southern California Association of Governments
• Imperial Valley Association of Governments
• San Diego County Taxpayers Association
• California Center for Sustainable Energy
• City Heights Community Development Corporation (City of San Diego)
• Centre City Development Corporation (City of San Diego)
• La Jolla Band of Mission Indians
• Viejas Enterprises
• Foxwoods Development
• Big Pine Paiute Economic Development Corporation
• Joint Labor/Management Committee-Retail Food Industry
• San Diego/Imperial Counties Labor Council AFL-CIO
• Southwest Strategies, LLC
• Stirling Enterprises
• Ivey Ranch Development Company
• Pacifica Companies
• Pacific Beachfront Resort
• Housing Solutions Alliance
• Smart Growth Coalition—National City
• Rancho Guejito/Rodney Company
• Seacoast Inn
• Shopoff Group
• Mercado Barrio Logan
• DTOM Sports Apparel
• Mortgage Electronic Registration System, Inc. (MERS)
• Chelsea Investment Corp.
• Border Communities Capital Corp.

Richard A. Parker, Ph.D. is Professor Emeritus in the School of Public Affairs at San Diego State University where he teaches graduate and undergraduate courses in statistics, survey research, urban economic development, finance, and real estate. Dr. Parker possesses extensive analytical experience in statistical survey research, market analysis, land use, real estate development and valuation, and transportation issues. He will serve as the co-Project Director.

Dr. Parker has been a consultant to both the public and private sectors for almost 30 years. He has specialized in sample survey research for various governmental agencies and market research for retail, commercial, residential, and recreational development. Particular emphasis has been placed upon market research conducted in the field of transportation, with a myriad of rider/on-board surveys, intercept surveys, telephone surveys, and focus group projects having been performed for several transportation agencies. Dr. Parker has further established his reputation with regard to fiscal impact studies, urban redevelopment, and environmental impact/socioeconomic and demographic analyses. Dr. Parker has also been involved on a consultative basis with a number of issues concerning economic and population growth impacts in Southern California and has published a variety of articles, monographs, and books on these...
subjects. He has further participated in various panel discussions, delivered expert testimony to legislatures and courts, and appeared on several radio and television programs on behalf of his clients.

Dr. Parker is a graduate of Brown University, the University of California at Berkeley, and UCLA. He possesses degrees in Business Administration from those institutions (B.S., MBA, and Ph.D.) plus a further graduate degree in City Planning (MCP) from San Diego State University.

**Louis M. Rea, Ph.D. is Professor Emeritus of City Planning in the School of Public Affairs at San Diego State University. Dr. Rea teaches graduate courses in statistical analysis, transportation planning, survey research, and urban/fiscal problems.** He has published a variety of articles, participated in panel discussions, and delivered numerous papers at professional conferences throughout the United States. He has extensive experience as a researcher and consultant in California and particularly in San Diego and the Los Angeles area for the past 30 years. Dr. Rea will be Co-Project Director for this study.

Dr. Rea has conducted and supervised numerous projects in the areas of transportation research and transit planning, including on-board bus/train surveys, ride checks, intercept surveys, and focus groups. He has also conducted Internet and telephone surveys in numerous consulting and research assignments for municipal jurisdictions and private businesses throughout Southern California. Dr. Rea has prepared environmental impact reports and market analyses for various commercial/recreational developments and has analyzed the feasibility of assessment districts and direct benefit financing. Dr. Rea has also prepared demographic and economic profiles and projections for various projects.

Dr. Rea is a graduate of Colgate University in New York, where he earned a BA. He received a Master of Regional Planning (MRP) and Ph.D. in Social Science from Syracuse University in Regional Planning.

Complete resumes are attached.

**Survey Research Consultative Projects**

**Los Angeles County Metropolitan Transportation Authority:**

**On-Board and Telephone Bus Surveys**

- On-Board bus survey for MTA, Foothill Transit, and Duarte Transit concerning expansion of Gold Line—800 respondents
- Conducted the On-Board Bus Survey for **Los Angeles County Metropolitan Transportation Authority**, including 40,000 rider/on-board surveys, 2,500 follow-up telephone interviews, and 10 focus groups.
  - Final deliverables include/included 4 reports:
• Satisfaction, travel patterns, fare media, and demographics of 31,000 weekday bus riders on LACMTA buses and those of 12 municipal transit operators within Los Angeles County (Alhambra Community Transit, Culver City Bus Lines, Commerce Transit, Pasadena ARTS, Cerritos-On-Wheels (COW), Santa Monica Big Blue Bus, Los Angeles Commuter Express, Santa Clarita Transit, Torrance Transit, Carson Circuit, El Monte Trolley, and Foothill Transit).

• Satisfaction, travel patterns, fare media, and demographics of 3,500 weekend bus riders on LACMTA buses.

• Detailed follow-up telephone survey of 2,500 weekday riders of MTA and 12 municipal operators expanding upon demographics, satisfaction, problem occurrence, importance/concern, travel behavior, use of MTA website, customer service, and marketing media and messages.

• Geocoded home, origin (production), boarding, alighting, and destination (attraction) data is presented in color graphics by line, service sector, and planning area.

• Prepared the on-board survey instrument for LACMTA and each of the 12 municipal operators and had its surveyors ride the buses of randomly selected bus runs from June, 2001 to December, 2001, with follow-up surveys also conducted on-board during March, 2002.

• Prepared and tested the survey instrument in 10 focus group sessions conducted in Los Angeles County and in two extensive on-board pretests involving almost 1,000 respondents. Focus groups were conducted in different geographical areas of the County, among different age and ethnic groups, and in both Spanish and English.

• The telephone survey consisted of 39 questions, including 110 individual variables. The mean survey time was 13.09 minutes, administered in both English and Spanish. Media information concerning messages communicated on television was added to more typical transportation-based questions. It was conducted from late January to early March, 2002. The analysis consisted of detailed crosstabulations, correlations, and analyses of variance in order to assess market segmentation strategies.

**On-Board and Telephone Rail Surveys**

• On-Board survey of Gold Line riders concerning expansion plans—800 respondents
• Conducted the On-Board Rail Survey for **Los Angeles County Metropolitan Transportation Authority**, including 15,000 rider/on-board surveys, 1,000 follow-up telephone interviews, and 3 focus groups.

• Final deliverables include/included 4 reports:

  • Satisfaction, travel patterns, fare media, and demographics of 12,000 weekday riders on LACMTA Metro Rail—Blue, Green, and Red Lines.

  • Satisfaction, travel patterns, fare media, and demographics of 3,000 weekend bus riders on LACMTA Metro Rail—Blue, Green, and Red Lines.

  • Detailed follow-up telephone survey of 1,000 weekday and weekend riders of Metro Rail expanding upon demographics, satisfaction, problem occurrence, importance/concern, travel behavior, use of MTA website, customer service, and marketing media and messages.

  • Geocoded home, origin (production), and destination (attraction) data is presented in color graphics by line.

• Prepared the on-board survey instrument for LACMTA and had its surveyors ride the trains on randomly selected runs from August, 2001 to October, 2001, with follow-up surveys also conducted on-board during February, 2002.

• Prepared and tested the survey instrument in 3 focus group sessions conducted in Los Angeles County and in two extensive on-board pretests involving almost 500 respondents. Focus groups were conducted in different geographical areas of the County, among different age and ethnic groups, and in both Spanish and English.

• The telephone survey consisted of 42 questions, including 103 individual variables. The mean survey time was 12.29 minutes, administered in both English and Spanish. It was conducted from late January to early March, 2002. Media information concerning messages communicated on television was added to more typical transportation-based questions. The analysis consisted of detailed crosstabulations, correlations, and analyses of variance in order to assess market segmentation strategies.

**Telephone Survey**

• 600-person telephone survey in San Gabriel Valley concerning expansion of Gold Line and Measure R
Orange County Transportation Authority (OCTA):

Market Program Consultant—Seniors, Pre-Seniors, and Hispanics

Marketing program consultant in OCTA’s effort to attract and retain more riders, particularly from Hispanic and senior citizen groups. Sixteen focus groups were scheduled and twelve conducted (four having been deferred at OCTA’s request to July, 2002).

Focus groups were held among riders and non-riders in Hispanic and senior citizen population enclaves. Further focus groups were held among pre-seniors (age 55-64) in order to ascertain information about their willingness to ride the buses as they grow older and what they would require in order to do so with much satisfaction.

Marketing messages were tested, including a new logo, new bus schedules, and OCTA publications. Intensive examination of media usage, including radio stations preferred, television channels watched, and newspapers read, was undertaken. Advertisements that are successful among these groups were explored.

Also conducted were two 600-person telephone surveys among Latino and senior residents of Orange County. These surveys pursued much the same information as the focus groups, including media usage, television programs watched, community cable programming information, and so forth in a quantitative mode that permits tracking and trend analysis over time. Detailed analysis using crosstabulations, analyses of variance, correlations, and regression, and factor analysis were undertaken as a part of the segmentation effort.

CenterLine Customer Profile

Conducted the CenterLine Customer Profile for the Orange County Transportation Authority involving intercept surveys of 8,800 potential urban light rail users, 1,500 telephone survey interviews, and 12 focus group/roundtables. Final analysis assessed likely ridership, preferred destinations, trip purposes, public support, demographic and psychographic profiles of potential light rail ridership.

Twenty-one sites were selected in Orange County that were to be likely destinations for a proposed light rail system. Randomly selected individuals at sites including Disneyland, John Wayne Airport, University of California-Irvine, California State University-Fullerton, Main Street Santa Ana, Civic Center, UCI Medical Center, South Coast Plaza, and others were surveyed in person to determine their interest in using the proposed light rail system, their current transportation behavior, and design/marketing themes. This intercept survey was a short 4-minute interview to determine how far people would walk, how often they would ride, for what purpose (employment/recreation), among others.

These intercept interviews were followed-up by detailed 18-minute telephone interviews of randomly selected residents of central Orange County and western Riverside and San Bernardino Counties. These surveys were to establish greater depth of understanding of the potential market, including demographics and transportation needs/desires. Detailed analysis using crosstabulations, analyses of variance, correlations, and regression, and factor analysis were undertaken as a part of the segmentation effort.
At the same time as the surveys were being conducted, 12 focus groups throughout the County (Fullerton, Santa Ana, Costa Mesa, Irvine, Orange, and Anaheim) involving mayors, city council persons, business leaders, local merchants, tourism officials, and the general public were being held to uncover the qualitative richness behind the quantitative intercept and telephone survey data pertaining to public perceptions of the system, public fears of disruption, desired routes, and local needs.

**Additional research projects for the Orange County Transportation Authority**

- Prepared, conducted and analyzed 2,000 person rider/on-board bus survey for the **Orange County Transportation Authority** regarding monthly, weekly, and daily bus pass sales. Prepared questionnaire, administered survey, analyzed data in order to assess potential for expanding bus pass sales.

- Prepared Multi-Cultural Market Assessment Study for transportation services in Orange County. Formulated baseline data and marketing strategies for long- and short-term transportation related issues facing Orange County's diverse multicultural communities, with particular emphasis upon Hispanic and Vietnamese communities. Administered three different statistical surveys including intercept and rider/on-board formats, each in English, Spanish, and Vietnamese.

- Prepared, conducted and analyzed Vietnamese ridership study, including in-person intercept survey, telephone sample survey, and focus group among Vietnamese community leaders regarding current bus service and future transit needs in the Vietnamese areas of Orange County.

- 2007--Analyzed 2,000 person ACCESS (disabled paratransit) customer service satisfaction survey.

- 2007—conducted and analyzed counts of passengers on Amtrak and Metrolink trains at every Orange County station plus Oceanside, Norwalk, and Commerce.

- 2008—Focus groups (4) concerning integration and improvements to service (Metrolink, Amtrak, Coaster) along Los Angeles-San Diego (LOSSAN South ) corridor

- 2008/2009—Rail safety study including observations at each of 54 at-grade rail crossings in Orange County, interviews with 60 local decision makers and other community leaders, and 600 person residential telephonic survey.

- Conducted focus groups among senior/disabled bus riders and full fare bus riders concerning proposed restructuring of bus fares. Also conducted roundtable meetings with coach operators and social service agency representatives.

- Conducted public participation portion of Orange County Bus Improvement Project (BUSLINK). Prepared report based upon focus group discussions with bus users and non-users, employee transportation coordinators, real estate developers, senior citizens, students, transportation advocates, Orange County employers, and members of ethnic minority communities throughout the County. Final report summarized the perceptions of focus group participants concerning potential improvements to the bus system.
Conducted focus group discussions with Metrolink commuter rail users and non-users within Orange County for purposes of identifying service and marketing issues and opportunities. Prepared final report summarizing findings from these focus group discussions.

Conducted focus group discussions with clients of ACCESS paratransit service for purposes of identifying the viability of alternative transportation options.

Conducted focus groups among users of ACCESS for purposes of refining six strategies for providing a financially viable service to ACCESS customers and prepared formal final report.

Conducted a series of roundtable discussions concerning the implementation of changes in the ACCESS system pertaining to reservations, eligibility, schedule, rates, pick-up and delivery policy, etc., and prepared formal final report.

Conducted focus group discussions concerning Master Plan of Countywide Commuter Bikeways and prepared final report.

Prepared Multi-Cultural Market Assessment update, including focus groups within the Hispanic community concerning the marketing of transportation services. Evaluated the success of programs commenced following the initial Multi-Cultural Market Assessment.

Conducted focus group and roundtable discussions with community leaders, general public, and representatives of goods movement/freight industry regarding long-range transportation planning in Orange County.

Conducted focus groups among businesses and residents of Orange County concerning recommended Corridor (Fullerton-Irvine) Transportation Strategy.

Conducted focus groups among residents of northern, central, and southern Orange County regarding the FastForward long-range transportation.

Conducted roundtables and focus groups concerning routing issues and public support for the CenterLine urban light rail system proposed for Orange County.

Santa Clarita Transit

Three focus groups among Latinos, commuters, and local bus riders to identify service and marketing-related issues and policies for rider attraction and retention.

Southern California Regional Rail Authority (Metrolink)

Determined the requisite two-stage sample for Federal Transportation Agency requirements for annual passenger and mileage calculations.

Conducted a 3,500 person rider/on-board sample survey on 7 Metrolink lines regarding customer satisfaction, importance, problem occurrences, travel behavior,
marketing strategies, and demographics. Also undertaken were precise counts of passenger boardings and alightings at each station for each train in the Metrolink train system.

- Conducted a 6,000 person rider/on-board sample survey on 6 Metrolink lines regarding customer satisfaction, importance, problem occurrences, travel behavior, marketing strategies, and demographics.

- Conducted focus groups with student riders and potential riders of Metrolink.

- Conducted Riverside County rider focus groups for Metrolink regarding use of new stop and need for reverse commute trains.

**Metro Gold Line Foothill Extension Construction Authority (2010 - 2011)**

- Conducted an on-board bus satisfaction survey and an on-board rail satisfaction (Gold Line) survey to determine the potential interest of rail and bus riders in making use of the proposed Gold Line Extension from Pasadena to Azusa and later to the Ontario Airport.

- Conducted a sample telephone survey of residents who live in relatively close proximity to the Gold Line Extension. This survey determined the extent to which existing Gold Line customers and potential customers may use the Gold Line Extension.

- Conducted an intercept bicycle survey to determine the extent to which bicycle riders may potentially use the Gold Line in conjunction with bicycle travel.

**Fresno Area Express**

- Origin-Destination on-board survey –3500 respondents

- Bus satisfaction intercept and on-board—1500 respondents

- Telephone satisfaction survey of Handy Ride para transit customers regarding

**California Department of Transportation**

- Prepared growth inducement study for State Route 56 through the northern portion of the City of San Diego. Study included fiscal impacts as well as housing, employment, and income forecasts; also included were planning implications of possible growth inducing factors associated with the construction of the highway.

- Conducted focus groups and web-based survey of CALTRANS engineers regarding job satisfaction and staff morale.

- Eight surveys among pilot study riders of combined commuter train/rental car system of commuting.
Bay Area Rapid Transit

- Market analysis and ridership projection for two stations located on East Bay line of BART.

Southern California Association of Governments

- 800 person survey and 6 focus groups to determine desired route for high-speed rail from Northern California between Los Angeles and San Diego.
- 5200 person survey of pedestrian, passenger vehicle, and commercial truck border crossers at Calexico and Algodones/Yuma pertaining to trip purpose, frequency, origin/destination, and other factors.

Riverside Transit Agency

- On-board survey of 8000 riders of Riverside bus system regarding satisfaction, frequency, demographics
- On-board survey and count of RTA bus lines that intersect with Downtown Riverside Transit Terminal in order to identify magnitude and nature of travel disruptions that will occur when terminal is relocated
- On-Board survey of commuter bus lines
- Intercept of 1000 passengers transferring and/or ending trip at Downtown Terminal

San Diego Metropolitan Transit System

- On-board counts of weekend contract service
- Conducted focus groups concerning routing/scheduling and planning/marketing issues for the expansion of the San Diego Trolley.

San Diego Association of Governments

- Focus groups concerning carpool, vanpool, transit alternative commute options.

Imperial Valley Transit

- Year long sample survey (2013-2014) and count of passengers on-board buses in order to meet Federal Transportation Agency requirements for statistically reliable estimate of annual passenger miles traveled.
- Year long sample survey (2010-2011) and count of passengers on-board buses in order to meet Federal Transportation Agency requirements for statistically reliable estimate of annual passenger miles traveled.
- Year long sample survey (2008-2009) and count of passengers on-board buses in order to meet Federal Transportation Agency requirements for statistically reliable estimate of annual passenger miles traveled

**University of California PATH/SANDAG**

- Six Month panel for focus groups and surveys at start and end concerning new transit plan that utilizes rental cars at either end of transit trip.

**State of California (Senate Rules Committee, Senate Select Committee on Border Issues, and Office of the Auditor General)**

- Analysis of fiscal impact of undocumented immigrants on public services in San Diego County and California, including criminal justice system, education, and public health. Further identified estimated number of undocumented residents and their contributions to State and local tax revenues. Also included in the analysis were federal revenues, false documentation issues, and macro-economic impacts. Study included substantial primary data gathering techniques, including direct interviews with undocumented immigrant workers and INS returnees. Prepared, administered, and analyzed sample surveys of undocumented immigrants in San Diego County for purposes of determining employment characteristics, revenue generation, demographics, and migration patterns. Research included extensive face-to-face interviews and structured roundtable discussions.

**City of Oceanside**

- Prepared, implemented, and analyzed telephonic survey of 803 residents of Northern San Diego County concerning awareness, behavior, and opinions about water runoff pollution.

**San Diego County**

- Prepared, implemented, and analyzed 1,305 person telephonic survey of unincorporated area residents concerning awareness, behavior, and opinions about water runoff pollution.

- Conducted, analyzed and reported upon two 600-person telephonic public opinion and awareness surveys before and after public awareness campaign to inform county residents about emergency preparedness.

- Prepared, implemented, and analyzed 8 intercept surveys of law library users concerning classes offered, benefits, opportunities for improvement.

- Evaluated the San Diego Community Planning Process as viewed by planning group participants and informed parties (developed questionnaire, analyzed data, and prepared a final report).
City of Coronado

- Prepared, implemented, and analyzed 600 respondent in-person intercept survey of visitors to identify places of staying, recreational activities, modes of transportation.

City of Carlsbad

- Prepared, implemented, and analyzed citywide sample telephone survey of 600 respondents concerning future urban commercial development in this fast growing Northern San Diego County city. Extensive analysis of underlying values through various development scenarios and conjoint analytical techniques was featured.

City of San Diego

- Prepared, implemented, and analyzed 400 person telephone survey of residents of three low income San Diego communities concerning issues such as crime, economic development, city services, and the success of the City's "Weed and Seed Program."

- Prepared, administered, and analyzed sample survey of San Diego County residents for purposes of assessing utilization and demand factors for Mission Bay Park in San Diego. This survey of 850 persons served to inform the revision of the Park's Master Plan.

- Analysis of market for existing condominium developments in downtown San Diego. Detailed analysis included extensive survey and corresponding statistical and qualitative analysis including recommendations for future market composition.

- Consultant for the revitalization of an older commercial retail area in mid-city San Diego seeking to rejuvenate its retail base. Three surveys and a series of key participant discussions were performed in conjunction with this effort--existing retailers, potential retailers, and residents of the area--plus corresponding statistical and qualitative analysis. Final report included a recommended retail structure for the community that would be realistic, implementable, and sensitive to the diversity of ethnicity in this community.

- Prepared, conducted, and analyzed 600 person telephone survey in mid-city for purposes of establishing need for community court in the area populated by myriad low-income minority and immigrant groups. Also in-person interviews/surveys of 100 local business owners.

- Prepared, implemented and analyzed 400 person survey of City residents concerning water supply awareness, conservation attitudes and behaviors, and opinions about water recycling.
San Diego Unified School District

- Survey of 400 San Diego County building contractors concerning advantages and disadvantages of performing construction tasks for the San Diego Unified School District.

County of Orange

- Prepared, implemented, and analyzed 1,040 person telephone survey of unincorporated area (North Tustin) in order to assess level of service satisfaction issues and potential annexation/sphere of influence adjustments

County of San Diego

- Prepared, implemented and analyzed two 600 person surveys of County residents concerning emergency preparedness before and after public information campaign

San Diego County Water Authority Public Opinion Surveys


Also for the San Diego County Water Authority:

- Prepared, implemented, and analyzed survey of General Managers and Department Heads of 23 member agencies about satisfaction, effectiveness, usefulness of services and programs provided by Water Authority in 2003 and 2005

- Prepared, implemented, and analyzed employee satisfaction survey of Engineering Department.

- Prepared, implemented, and analyzed 400 respondent survey among San Diego County contractors regarding project labor agreements and public works contracting.

- 2008—two 600 person telephone surveys tracking before and after impacts of public awareness campaign concerning water conservation.

Otay Water District

- 2011 Customer Awareness and Satisfaction Survey (n = 300)

- 2010 Desalination Survey—400 respondents and 2 focus groups

- 2010 Employee Satisfaction online survey
• 2009 Customer Awareness and Satisfaction Survey of 300 customers of the District
• 2009 Large Users Drought Telephone Survey
• 2008 Customer Service telephone survey of 300 participants prepared, conducted, and analyzed.
• 2008 Customer Awareness and Satisfaction telephone survey of 300 participants prepared, conducted, and analyzed
• 2008 Employee Satisfaction survey prepared conducted and analyzed using web-based instrument.
• 2007 residential customer satisfaction/awareness (n=300) telephone survey prepared, implemented and analyzed. Emphasis upon customer satisfaction and conservation measures.
• 2007 Call Center customer service telephone survey (n = 200) focused upon satisfaction with customer service and communications.
• 2005 customer satisfaction survey of 350 residential customers concerning behavior, opinion, customer service, desalination, water reclamation, and conservation practices.

**Imperial Irrigation District**

• Instruction to energy traders in use of mathematical and statistical tools to aid in their requisite analyses.

• Developed statistical models that predict energy consumption based upon various climactic conditions to within 1-3% of actual.

**San Luis Rey Indian Water Authority**

• Prepared and supervised administration of detailed census and opinion survey of 2,500 members of five Indian tribes. Particular emphasis was given to issues of importance to the tribes' members such as job opportunities, education, cultural issues, economic development opportunities and transportation access issues. Focus group sessions with each tribe were utilized to complement the survey findings. Final report included both census data and fully tabulated and statistically analyzed summary of the opinions of reservation residents.

**City of Poway, California**

• Prepared, administered, and statistically analyzed a mail survey of 800 Poway businesses regarding their needs and opinions concerning Poway's business
climate and future opportunities. Final report included detailed analysis and exposition, including recommendations where appropriate.

- Prepared, administered, and statistically analyzed a mail survey of 6,000 Poway households concerning their opinions regarding a variety of issues of importance to the City for future planning. Final report included fully tabulated results with accompanying statistical reports.

North Park Main Street Association

- Conducted two intercept surveys--business owners and shoppers in San Diego Main Street National Historic Preservation Area in order to determine shopping needs and level of improvement or decline in area since the implementation of the Main Street program.

City of Dana Point, California

- Prepared recreation and parks needs assessment survey for administration to general public.

City of Davis

- Prepared, administered, and analyzed sample survey of 833 residents of Davis, California for purposes of assessing utilization, demand, and tax allocation factors for City of Davis Department of Parks and Recreation in concert with the preparation of the Master Plan.

City of St. Helena

- Prepared, administered, and analyzed 400 respondent sample survey of City of St. Helena, California residents for purposes of General Plan revisions.

San Diego County Sheriff’s Department

- Established analysis by station (11) of workload and availability for calls for service among Sheriff’s patrol deputies. Over 3,000 samples drawn and analyzed to establish manpower needs.

- Utilized scientific sample to analyzed time savings applicable to the conversion of arrest data to laptop computers from manual entry. Final report included specific determination of manpower hours saved and recommendations for software and operational policy changes in order to maximize technological advantages.

- Workload analysis based upon sample of time logs from Sheriffs Communication Center and Monte Carlo simulations in order to identify necessary staffing levels for 9-1-1, radio, and administrative communications throughout San Diego County.
University of California, Davis

- Web-based survey of all identifiable San Francisco Bay Area water management professionals concerning water conservation policies and practices, including follow-up telephone interviews.

City of Escondido

- Prepared, administered, and statistically analyzed telephone survey of 425 residents concerning library facilities.

California Center for Sustainable Energy

- Focus groups concerning the use of solar energy for residential power users – both contractors and residents participated.
- Focus groups among homeowners with photovoltaic systems, real estate professionals, and city/county permitting and inspection officials concerning barriers to and solutions pertaining to photovoltaic system installation and ownership.

Expert Witness: Survey Research and Statistical Analysis

Seyfarth Shaw, LLP

- Analyzed and testified as expert witness
  - Ikon Office Solutions regarding overtime and meal break survey
  - Orange County Register regarding adequacy of statistical survey sampling of and statistical conclusions drawn from employees
  - Kaiser Permanente (2 cases) – pharmacy managers
  - Bank of America—employee overtime

Sheppard, Mullin, Richter & Hampton, LLP

- Expert witness regarding statistical surveys and labor-hour issues in class action litigation (Bank of America).
- Expert Witness regarding employee claims for clothing expense reimbursement (Wet Seal)
- Expert witness: Loan Depot

Higgs, Fletcher & Mack, LLP
• Analyzed and testified (deposition) as expert witness regarding statistical survey concerning appraisal of commercial real estate subject to condemnation.

Paul, Plevin, Sullivan & Connaughton, LLP

• Contracted as expert witness regarding adequacy of statistical survey sampling of and statistical conclusions drawn from employees—2 cases (Kelly Services, Inc.–declaration–and one other settled prior to any declaration being filed that cannot, therefore, be disclosed)

Akins, Gump, Strauss, Hauer & Feld

• Contracted as expert witness regarding adequacy of statistical survey sampling and conclusions drawn from employees in labor-hour class action (CVS Pharmacy, Inc.).

Economic, Financial, and Fiscal Impact Analyses

State of California (Senate Rules Committee, Senate Select Committee on Border Issues, and Office of the Auditor General)

• Analysis of fiscal impact of undocumented immigrants on public services in San Diego County, including criminal justice system, education, and public health. Further identified estimated number of undocumented residents and their contributions to State and local tax revenues. Included in the analysis were federal revenues, false documentation issues, and macro-economic impacts. Study included substantial primary data gathering techniques, including direct interviews with undocumented immigrant workers and INS returnees for purposes of determining employment characteristics, revenue generation, demographics, and migration patterns.

California Department of Transportation

• Prepared growth inducement study for State Route 56 through the northern portion of the City of San Diego. Study included fiscal impacts as well as housing, employment, and income forecasts; also included were planning implications of possible growth inducing factors associated with the construction of the highway.

San Diego Unified School District

• Economic analysis of impacts on project cost and employment associated with using Project Stabilization Agreements for construction projects.

San Diego County Taxpayers' Association

• Prepared economic and financial analysis of San Diego County Multiple Species Conservation Program for presentation to Planning Commission, City Council,
and Board of Supervisors, including imposition of fee required to assemble the land.

- Prepared analysis of economic effects of proposed San Diego development impact fee program. Study included both academic, theoretical analysis and practical fiscal impact considerations.

- Written analysis and critique of Planned Growth and Taxpayer Relief Initiative – Development Impact Fee proposal for consideration before San Diego City Council.

- Fiscal Impact Analysis of Olivenhein Dam project of San Diego County Water Authority

- Prepared general fiscal impact analysis of mobile home rent control ordinances in State of California.

**Westfield Shopping Centers**

- Analysis of proposed City of San Diego Affordable Housing Impact Fee, including recalculation and allocation among land uses

- Analysis of potential sales and fiscal impact due to expansion of University Town Center, La Jolla, CA

**San Diego Aircraft Carrier Museum Foundation**

- Prepared fiscal impact analysis regarding the establishment of the USS Midway aircraft carrier museum on San Diego Bay.

**Pardee Construction Company**

- Prepared Economic Impact Analysis of proposed all-cargo airport at Brown Field, including job creation and related industrial/commercial/visitor development


**Westbrook Development**

- Economic/Fiscal Impact Analysis of 2,550 acre residential/ commercial/resort development at Fanita Ranch in Santee. Included determination of impact fees for the development and alternative use as open space.
Genstar Development

- Economic/Fiscal Impact Analysis of 3,000 acre 4S Ranch residential/commercial development in San Diego County. Included determination of development impact fees.

San Diego Gas & Electric

- Analysis of feasibility and fiscal impact of City of San Marcos proposal to form and operationalize its own municipal utility—Discovery Valley Utility
- Economic analysis of Sunrise PowerLink to Imperial County
- Analysis of fiscal impact of Carlsbad agricultural protection measures proposed on 2006 ballot
- Development of economic impact and fiscal model applicable to Sunrise PowerLink, smart meters, ECO substation, South Bay Substation, Dynamic pricing, and renewable energy development)

Southern California Gas Company

- Economic Impact Analysis of billion dollar Pipeline Safety Enhancement Program in 13 counties in California
- Economic Impact Analysis of billion dollar Southern Gas Reliability Project in 4 Southern California counties.

Southwest Strategies, LLC

- Fiscal Impact analysis for potential rezoning of industrial land to residential in Oceanside, California—determined and compared impact fees for industrial and residential use, including transportation impact fees.
- Analysis of proposed City of San Diego Affordable Housing Impact Fee, including recalculation and allocation among land uses.
- Socio-economic profile of residents of 5 affordable housing developments in the City of Poway, including demographics, spending, impacts on crime, schools, property values
- Examination of financial implications of rezoning Old Town National City to remove non-conforming industrial uses

Shea Properties

- Fiscal impact of proposed redevelopment of Barrio Logan with Mercado and affordable housing in San Diego.
• Fiscal impact of second project planned for Barrio Logan

Pacifica Companies

• Community impact analysis of proposed coastal hotel/resort in San Diego County. Included fiscal impact, economic impact, new market tax credit analysis and employment generation.

Laing Urban

• Fiscal Impact analysis for potential rezoning of industrial land to residential in Culver City, California—determined and compared impact fees for industrial and residential use, including transportation impact fees

San Diego-Imperial Counties Labor Council AFL-CIO

• Analysis of San Diego County Water Authority-Imperial Irrigation District water transfer in terms of environmental and economic obstacles faced and economic development opportunities to be derived from funds to be available within the Imperial Valley.

WESTEC Services, Inc.

• Prepared socioeconomic present condition, impact, and mitigation sections of Environmental Impact Report for California State Prison and San Diego County jail and honor camp at Otay Mesa. Also prepared project description and statement of needs chapter, crime rate and socioeconomic hazards sections.

Mooney & Associates

• Prepared socioeconomic present condition, impact, and mitigation sections of economic impact report for expansion of San Diego County jail in Santee. Also prepared project description and statement of needs chapter, crime rate and socioeconomic hazards sections.

Joint Labor Management Committee of the Retail Food Industry

• Analysis of impacts of large “big box” retailers upon existing merchants. Particular emphasis upon downtown impacts and planning consequences in light of movement toward smart growth. San Diego’s City of Villages strategy was assessed in this regard.

• Economic Impact of supercenter retail development upon California jobs, health and welfare expenditures, and general economic conditions.
City of San Diego

- Determined shopping needs and level of improvement or decline in North Park community since the implementation of the Main Street Historic Preservation Program.
  - Analysis of market for existing condominium developments in downtown San Diego. Detailed analysis included extensive survey and corresponding statistical and qualitative analysis including recommendations for future market composition.
  - Consultant for the revitalization of an older commercial retail area in mid-city San Diego seeking to rejuvenate its retail base. Final report included a recommended retail structure for the community that would be realistic, implementable, and sensitive to the diversity of ethnicity in this community.

La Jolla Band of Mission Indians

- Marketing and management consultants for Sengme Oaks Water Park, a water theme amusement park in Northern San Diego County. Prepared formal marketing and management plans for the Park.

Merrill Lynch Commercial Real Estate

- Provided a variety of on-going property valuation and real estate consultative services including improved and unimproved real property appraisals and land use feasibility planning for large acreage.

City of Carlsbad

- Analyzed future urban commercial development in fast growing Northern San Diego County city.

Chelsea Investments, Inc./Border Communities Capital Corporation

- Analysis of job creation for three development proposals: Children’s Village in San Diego, child care facilities and four-story offices in San Diego, and residential/commercial development in San Luis Rio Colorado, AZ.

Stirling Enterprises

- Fiscal Impact analysis of proposal to rezone parcel of industrial land into multiple residential in Oceanside, California—determined and compared impact fees for industrial and residential use, including transportation impact fees
  - Projected Jobs-Housing equilibrium point for City of Oceanside
Viejas Enterprises

- Socio-economic analysis of proposal to locate Indian casino in City of Calexico, California
- Socio-economic/fiscal impact analysis of tribal casino in Alpine, California

Foxwoods/Pauma Development

- Multiplier, Housing Needs, Employment, Crime, Pathological Gambling analyses for casino development in northern San Diego County

County of Orange

- Prepared, implemented, and analyzed study of unincorporated area (North Tustin) in order to assess level of service satisfaction issues and potential annexation/sphere of influence and fee adjustments.

Housing Solutions

- Socio-economic profile of residents of 5 affordable housing developments in the City of Poway, including demographics, spending, impacts on crime, schools, property values

National City Smart Growth Coalition

- Planning and economic consultant to business owners in National City Westside regarding new land use plan for community.

City of Davis

- Prepared, administered, and analyzed study of Davis, California for purposes of assessing utilization, demand, and tax allocation factors for City of Davis Department of Parks and Recreation in concert with the preparation of the Master Plan.

Subway, Inc. and Pacific Century Development

- Analysis of two sites in Blythe, CA to determine market absorption potential for new hotel/motel developments.

City of Holtville

- Economic consultant to City in process of dissolving Joint Powers Authority in order to secure fair share of proceeds.

San Diego Housing Commission
• In accordance with the City of San Diego SRO Preservation Ordinance, an inventory of all existing guest rooms in the City of San Diego was performed in order to retroactively identify rooms that qualified as single room occupancy hotel rooms as of December 1985, December 1987 and May 1988. The purpose of this survey was to identify a baseline number of such units for presentation purposes. Prepared SRO identification methodologies, computerization formats, statistical analyses, and final report with room-by-room breakdown.

Rodney Company/Rancho Guejito

• Fiscal impact and economic analysis of proposed Multiple Species Conservation Program—North County.

• Fiscal impact and economic analysis of proposed General Plan Update for San Diego County

• Analysis of impact of San Diego County General Plan upon transportation, education, and public safety services in rural San Diego County.

• Economic analysis of impact of protection of arroyo toad from Santa Barbara County to San Diego County
# Richard A. Parker, Ph.D.

## Education

<table>
<thead>
<tr>
<th>Degree</th>
<th>Institution</th>
<th>Location</th>
<th>Field of Study</th>
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<tr>
<td>Ph.D.</td>
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<td>Pacific Western University</td>
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<td>Master of Business Administration</td>
</tr>
<tr>
<td>M.C.P.</td>
<td>San Diego State University</td>
<td>San Diego, California</td>
<td>Master of City Planning</td>
</tr>
<tr>
<td>B.S.</td>
<td>Brown University</td>
<td>Providence, Rhode Island</td>
<td>Bachelor of Science — Business Administration</td>
</tr>
</tbody>
</table>

## Selected Professional Experience

### 1985–present

**Professor of Practice, School of Public Affairs, San Diego State University**

Courses taught: Seminar in Urban Planning Methodologies (undergraduate and graduate), Financing Urban Development (graduate), Quantitative Methods (Statistics) (graduate), Seminar in Quantitative Approaches to Public Administration (graduate), Quantitative Techniques in Urban Planning (graduate), Contemporary Urban Issues (upper division undergraduate), Public Finance (graduate and upper division undergraduate), Seminar in Economics of Urban and Regional Planning (graduate), Public Policy (undergraduate and graduate)

### 1984–present

**President, Rea & Parker Research/Economic Solutions**

President/Project Director of survey and market research and economic consulting firm based in San Diego, California, with facilities in Los Angeles and Orange County. Extensive experience in public and urban affairs regarding the collection of primary demographic, attitudinal, and market-related data through survey research and focus group analysis. Highly regarded economic consultant, particularly in the areas of fiscal impact analysis, urban economic development, and site specific commercial, retail, and residential evaluation.

### Selected Survey Research Clients
- State of California, San Diego County, Orange County, Imperial County, Cities of San Diego, Escondido, Carlsbad, Oceanside, Poway, Davis, Holtville, and Dana Point
- SANDAG, SCAG, IVAG, San Diego MTS, Orange County Transportation Authority
- Los Angeles County MTA, Southern California Regional Rail Authority (Metrolink), Bay Area Rapid Transit, Imperial Valley Transit
- Santa Clarita Transit, CALTRANS, San Diego County Water Authority, Otay Water District
- San Diego Housing Commission, San Diego Unified School District, California Center for Sustainable Energy

### Expert Witness
- Bank of America, Kaiser Permanente, NASSCO/General Dynamics, Ikon Office Equipment, Orange County Register/Freedom Communications, CVS Pharmacies, Wet Seal

### Economic Consultant
- Westfield Shopping Centers, San Diego Gas & Electric, Imperial Irrigation District, Viejas Enterprises, Foxwoods Casinos, Retail Food Industry Council, Pardee Homes, Shea Communities, San Diego Aircraft Carrier Museum Foundation, Stirling Cargo Airports, Subway, Inc., Housing Solutions Alliance, San Diego County Taxpayers Association

## Selected Publications


## Awards

- Bernays Award of Merit—Specialty Publication—Westfield University Town Center Expansion
Louis M. Rea, Ph.D.

EDUCATION

Ph.D. Economics, Public Management (Social Science), The Maxwell School, Syracuse University, 1975
M.R.P. Master of Regional Planning, The Maxwell School, Syracuse University, 1973
B.A. Economics, Colgate University, Hamilton, New York 1971
(Phi Beta Kappa, Cum Laude, Honors in Economics)

PROFESSIONAL EMPLOYMENT

Professor: School of Public Affairs, San Diego State University, 1975-present


Director: School of Public Administration and Urban Studies, 1983-2006.

Responsible for the management and direction of the School of Public Administration and Urban Studies, consisting of 40 employees, including 30 full time and part time faculty, and 10 support and research staff; responsible for managing the School’s resources valued at approximately $4.0 million, consisting of funds in the areas of personnel, supplies and services, computer hardware, scholarships, endowments, and SDSU Foundation accounts; provide supervision of all personnel matters, including recruitment and hiring of full and part-time faculty as well as staff positions; oversee reappointment, tenure, and promotion process; schedule classes; prepare and implement school’s academic strategic plan, business plan, student learning goals and objectives, and faculty hiring practices; responsible for fund raising and development.

Vice President and Principal Consultant: Rea and Parker Research/Economic Solutions, 1984-present

Provide professional consulting services to client agencies (both public and private) seeking research data and studies for executive decision making. Provide services in the areas of transportation research including on-board bus and rail surveys, survey research associated with customer satisfaction and market feasibility analysis, economic and fiscal impact analysis, program evaluation, and public policy analysis including land use, housing, immigration, and tourism.

Selected clients include State of California, San Diego County, Orange County, and Imperial County; cities of San Diego, Escondido, Carlsbad, Poway, and Davis; authorities including SANDAG, SCAG, San Diego MTS, Orange County Transportation Authority, Los Angeles County MTA, Southern California Regional Rail Authority, San Diego County Water Authority, Otay Water District and CALTRANS.

Visiting Professor: University of California, San Diego, Graduate School of International Relations and Pacific Studies, 2006-present.

Teach a required graduate course in program design and evaluation to students pursuing a Master’s Degree in International Relations.

PUBLICATION

VI. ACTION CALENDAR

B. CONTRACT AWARD FOR THE COORDINATION OF PUBLIC DIAL-A-RIDE PARATRANSIT SERVICES—IVT RIDE
September 5, 2014

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

SUBJECT: Contract Award for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE

Dear Committee Members:

As a result of prior direction from the Commission, ICTC recently completed a competitive bid focused on the consolidation of the participating public dial-a-ride services. ICTC currently administers turnkey contracted paratransit system in the West Shores communities of the Salton Sea. The Cities of Brawley, Calexico, El Centro and Imperial administer turnkey contracted intracity Dial-A-Ride services. There are multiple operators under multiple contracts with these agencies.

On July 23rd 2014, ICTC staff presented the results of a competitive bid and received direction from the Commission to proceed with contract negotiations and the award of the contract for the IVT RIDE consolidated paratransit bus system, to First Transit, Inc. The service areas participating in the consolidation process are; Brawley, Calexico, Imperial and the West Shores communities.

Features included in this new service contract includes the following:

- Coordinated bilingual dispatching and computerized reservation system
- A fuel escalator for fuel prices that exceed a negotiated price per a gallon
- A marketing allowance (to be developed annually based on available funding per year)
- Replacement of the current vehicles with nine (9) new, smaller and ramp equipped paratransit buses
- In house maintenance support services
- Dedicated management
• A dedicated local facility to accommodate bus parking, office personnel, training and maintenance activities and future long term growth
• Twenty vehicle community service hours per month
• Creation of a web site for service and eligibility information

Funding for our transit services are derived from the State’s Transportation Development Act (TDA) Fund, the State Transit Assistance Fund (STA), Local Transportation Authority, as well as, grants from the Federal Transit Administration (FTA).

As of the date of this letter, the contract negotiations have not been completed and are presented for contract award in draft format. It is anticipated that the contract will be complete prior to the Commission meeting on September 24th.

Start up tasks completed to date include:

1. Target phased in start dates
   a. Brawley - January 2, 2015
   b. Calexico - October 1, 2014
   c. Imperial - October 1, 2014
   d. West Shores - December 1, 2014

2. Selection of consultant team (Spectrum) for public outreach, brand and logo development
3. Identification of preferred vehicle for operations

Start up tasks in development include:

1. Logo andbrand development and public outreach plan
2. Initial contact by First Transit with incumbent staffing for recruitment
3. Final negotiation of contract parameters including insurances and performance measures

ICTC staff, in consultation with First Transit staff, have identified a preferred vehicle for operations. The vehicles are available through the Caltrans Statewide competitive bid. The vehicles are low floor, cutaway style with ramps and are expected to be available in three deliveries in the upcoming months. Staff are recommending these vehicles due to the ramp feature which minimizes load/unload time for wheelchairs, and eliminates maintenance costs for wheelchair lifts. ICTC has a State Prop 1B grant to fund 77% of the purchase for these vehicles. Staff are making a recommendation to provide the additional funding through local TDA funding and to authorize the Executive Director to proceed with the vehicle procurement.

With regards to fare pricing for the service areas, the current fares indicate a wide disparity and are as follows:

Brawley - $1.50
11 yrs. & Under .75
Calexico - $1.00
El Centro - $1.25 (for comparison purposes only)
Imperial - $1.75
West Shores - $2.00
There are several options for the fare pricing.

a. Fare prices remain unchanged until after the analysis and review.
b. Fare pricing changes effective with service implementation.

The service must maintain or exceed a farebox ratio of 10% annually after start up. At this time, staff are recommending “option a.” in that the current fares per service area will remain in effect until analysis and recommendations are developed, if any, for revision.

Performance goals have been established based on data available from prior years’ operations. The recommended performance goals are as follows:

The performance goals for the Brawley service area are recommended to be set at:

59.7 Passengers Per Day 3.3 Passengers Per Hour,
$15.99 Cost Per Passenger $14.39 Subsidy Per Passenger
$53.54 Cost Per Hour $19.29 Cost per Mile
10% Farebox Ratio
7.7 Full Time Employee Equivalent

The performance goals for the Calexico service area are recommended to be set at:

119.6 Passengers Per Day 5.4 Passengers Per Hour,
$10.01 Cost Per Passenger $9.01 Subsidy Per Passenger
$54.33 Cost Per Hour $5.59 Cost per Mile
10% Farebox Ratio
8.7 Full Time Employee Equivalent

The performance goals for the Imperial service area are recommended to be set at:

24.6 Passengers Per Day 2.2 Passengers Per Hour,
$27.58 Cost Per Passenger $24.82 Subsidy Per Passenger
$61.16 Cost Per Hour $8.07 Cost per Mile
10% Farebox Ratio
3.7 Full Time Employee Equivalent

The performance goals for the West Shores service area are recommended to be set at:

16.3 Passengers Per Day 1.6 Passengers Per Hour,
$43.95 Cost Per Passenger $41.75 Subsidy Per Passenger
$71.65 Cost Per Hour $5.20 Cost per Mile
5% Farebox Ratio
2.4 Full Time Employee Equivalent

Final negotiations related to insurance requirements may have an effect on the draft pricing as listed. This is due to the fact that insurance requirements have changed since the publication of the Request for Proposal.
In addition, Caltrans has not yet approved the draft contract sent for review. Therefore there may be small changes to language yet required.

However, in order to maintain the implementation schedule requested by the participating agencies, it is requested that the ICTC Management Committee recommend that the Commission consider the following for their review and approval, after any public comment received:

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the operation of the IVT RIDE Consolidated Paratransit Service with an annual not to exceed annual operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

   A. Brawley Service Area
      (1) For the period January 1, 2015 through June 30, 2015, the annual not to exceed subsidy is set at $162,997.
      (2) For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $259,001.
      (3) For the period July 1, 2016 through June 30, 2017 the annual not to exceed subsidy is set at $267,899.
      (4) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at $276,445.
      (5) For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at $287,618.

   B. Calexico Service Area
      (1) For the period October 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $292,974.
      (2) For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $364,685.
      (3) For the period July 1, 2016 through June 30, 2017 the annual not to exceed subsidy is set at $377,167.
      (4) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at $389,177.
      (5) For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at $404,815.

   C. Imperial Service Area
      (1) For the period October 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $145,891.
      (2) For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $178,064.
      (3) For the period July 1, 2016 through June 30, 2017 the annual not to exceed subsidy is set at $184,054.
      (4) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at $189,662.
      (5) For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at $197,069.
D. West Shores Service Area

(1) For the period December 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $51,888.
(2) For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $68,569.
(3) For the period July 1, 2016 through June 30, 2017 the annual not to exceed subsidy is set at $70,787.
(4) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at $72,930.
(5) For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at $75,632.

2. Authorize the Executive Director to proceed with all of the arrangements for the purchase of nine (9) Champion low floor, ramp equipped cutaway paratransit vehicles from Creative Bus Sales, through the Caltrans Statewide Competitive bid, for the sum of $1,215,000.

3. Establish the fare pricing for IVT RIDE by service area as “option a.” in that the current fares per service area will remain in effect until analysis and recommendation for revision.

4. Establish the performance goals for the service areas as follows:

A. The performance goals for the Brawley service area to be set at:

<table>
<thead>
<tr>
<th>Passengers Per Day</th>
<th>Cost Per Passenger</th>
<th>Subsidy Per Passenger</th>
<th>Cost Per Hour</th>
<th>Farebox Ratio</th>
<th>Full Time Employee Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>59.7</td>
<td>$15.99</td>
<td>$14.39</td>
<td>$53.54</td>
<td>10%</td>
<td>7.7</td>
</tr>
</tbody>
</table>

B. The performance goals for the Calexico service area to be set at:

<table>
<thead>
<tr>
<th>Passengers Per Day</th>
<th>Cost Per Passenger</th>
<th>Subsidy Per Passenger</th>
<th>Cost Per Hour</th>
<th>Farebox Ratio</th>
<th>Full Time Employee Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>119.6</td>
<td>$10.01</td>
<td>$9.01</td>
<td>$54.33</td>
<td>10%</td>
<td>8.7</td>
</tr>
</tbody>
</table>

C. The performance goals for the Imperial service area to be set at:

<table>
<thead>
<tr>
<th>Passengers Per Day</th>
<th>Cost Per Passenger</th>
<th>Subsidy Per Passenger</th>
<th>Cost Per Hour</th>
<th>Farebox Ratio</th>
<th>Full Time Employee Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>24.6</td>
<td>$27.58</td>
<td>$24.82</td>
<td>$61.16</td>
<td>10%</td>
<td>3.7</td>
</tr>
</tbody>
</table>
D. The performance goals for the West Shores service area to be set at:

- 16.3 Passengers Per Day
- $43.95 Cost Per Passenger
- $71.65 Cost Per Hour
- 5% Farebox Ratio
- 2.4 Full Time Employee Equivalent
- 1.6 Passengers Per Hour,
- $41.75 Subsidy Per Passenger
- $5.20 Cost per Mile

Sincerely,

MARK BAZA
Executive Director

BY [Signature]

Kathi Williams
Senior Transit Planner

Attachment

MB/kw/cl
AGREEMENT FOR PARATRANSIT SERVICES

THIS AGREEMENT FOR PARATRANSIT SERVICES (“this Agreement”), made and entered into effective the ____ day of __________, 2014, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION (“ICTC”), and First Transit, Inc., a Delaware corporation, qualified to do business in California (“Provider”).

W I T N E S S E T H

WHEREAS certain funding is available to provide public transit services under the Local Transportation Authority (“LTA”), Transportation Development Act (“TDA”) and Federal Transit Administration (“FTA”); and

WHEREAS ICTC has agreed to administer from said funds for payment to entity(ies) under contract with ICTC for the provisions of specific transit services; and

WHEREAS ICTC has authorized and circulated a Request for Proposal for paratransit services among several prospective providers for the delivery of the paratransit system for the communities of West Shores and cities of Brawley, Calexico, and Imperial; and

NOW, THEREFORE, ICTC and Provider have and hereby agree to the following

1. TERM AND RIGHT OF EXTENSION

1.1. This Agreement shall commence on September 1, 2014 and shall continue until June 30, 2019.

1.2. This contract may be extended up to three (3) times as follows:

1.2.1. From July 1, 2019 through June 30, 2020;

1.2.2. From July 1, 2020 through June 30, 2021; and

1.2.3. From July 1, 2021 through June 30, 2022.

1.3. This/These right(s) of extension shall not be available to Provider if good and reasonable cause is shown why this Agreement should or could not be extended. The annual subsidy amount due to Provider will be negotiated in conjunction with each extension. Agreement terms and subsidy are subject to the mutual agreement of both
parties. Criteria for determining and evaluating the appropriateness of the extension will rest with ICTC’s Board.

1.4. This Agreement is contingent upon the receipt of funds by the ICTC. Such funds include Federal Transit Administration (FTA) Section 5311 and 5307 Grants, Transportation Development Act (TDA) and State Transportation Assistance Funds (STAF) and Local Transportation Authority (LTA).

2. DEFINITIONS


2.2. “Proposal” shall mean Provider’s completed proposal entitled “ICTC Consolidated Paratransit Services Technical Proposal” dated June 25, 2014, and submitted to ICTC on the bid opening date, which is incorporated herein by this reference.

2.3. “Attendant” shall include one (1) individual to assist the disabled passenger, entitled to ride free of charge.

2.4. “Certified passenger” shall include those individuals deemed eligible for the paratransit service through the formal certification process.

2.5. “Disability,” with respect to an individual, shall include all impairments as defined by the Act at 49 Code of Federal Regulations (“CFR”) 37.3.

2.6. “General public” shall include those individuals that do not have an impairment(s) as defined by the Act at 49 CFR 37.3.

2.7. “One-way trip” is defined as authorized travel between two (2) points. A new One-Way Trip begins with the cessation of the previous trip.

2.8. “Subscriber” shall include individuals who travel to the same destination at the same time on a regular basis.

2.9. “Senior” shall include individuals who are sixty years of age or older.
3. **DESCRIPTION OF WORK**

The service to be provided under this agreement with ICTC is on behalf of the communities of West Shores and cities of Brawley, Calexico, and Imperial and is detailed as follows:

3.1. **BRAWLEY**

The services to be provided to the City of Brawley are those contained in the document entitled “Brawley – Scope of Work and Service Implementation”, attached hereto as Exhibit “1” and incorporated by this reference.

3.2. **CALEXICO**

The services to be provided to the City of Calexico are those contained in the document entitled “Calexico – Scope of Work and Service Implementation”, attached hereto as Exhibit “2” and incorporated by this reference.

3.3. **IMPERIAL**

The services to be provided to the City of Imperial are those contained in the document entitled “Imperial – Scope of Work and Service Implementation”, attached hereto as Exhibit “3” and incorporated by this reference.

3.4. **WEST SHORES**

The services to be provided to the communities of West Shores are those contained in the document entitled “West Shores – Scope of Work and Service Implementation”, attached hereto as Exhibit “4” and incorporated by this reference.

3.5. In addition to those services included in sections 3.1 through 3.4, Provider may be required to provide community service (e.g. parades, shuttles, displays, etc.) as requested by ICTC not to exceed fifteen hours per month. No additional compensation will be provided to Provider for this assistance.

4. **RESPONSIBILITIES OF PROVIDER**

4.1. Provider shall provide management, technical and operating personnel, services, equipment, and facilities necessary for the operation of ICTC’s paratransit services. In addition, Provider shall participate fully in the meetings and events of the ICTC’s Social Services Transportation Advisory Council (SSTAC).
4.2 In providing the services and oversight provided pursuant to this Agreement, Provider will act in the capacity of an independent contractor and will provide management, technical and operating personnel, services, equipment and facilities necessary for the operation of ICTC’s paratransit services.

4.3 In the event of a major emergency, (including, but not limited to, earthquake, flood, or manmade catastrophe), Provider shall make transportation and communication resources available to the degree possible for emergency assistance. Line of Instruction will first and foremost be with the ICTC. In the event that contact cannot be established, PROVIDER shall take instruction from the organization, e.g., city or Imperial County’s Office of Emergency Services (OES) field site that has assumed responsibility for the evacuation and/or transport of injured and ambulatory wounded and movement of persons to food and shelter facilities.

4.4 Provider shall comply with all terms, conditions and requirements of the Request for Proposal and this Agreement.

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

5. RESPONSIBILITIES OF ICTC

5.1. ICTC will provide management oversight, establish priorities for service delivery, perform on-going planning, programming and establish related policies for all activities relative to the services, service areas, fares, schedules, days and hours of operations, preparation of planning documents, budgets, grant applications and related documentation and other such activities relative to overall system administration and contract compliance monitoring.

5.2. ICTC will pay a not-to-exceed annual subsidy thirty (30) days after submittal of monthly invoices pertaining to the service. Reimbursement will be in arrears. Provider shall establish and maintain accounting records as required by ICTC, the Federal Transit Authority (FTA), the State Department of Transportation (Caltrans), and the County of
Imperial’s Auditor-Controller. Provider will be subject to annual fiscal and operational audits.

5.3. Disputes between passengers and Provider will first be handled by Provider’s management personnel. ICTC will inform Provider of all disputes. ICTC shall act as the final step and/or body of appeals in the resolution of any service complaints that Provider is unable to resolve.

5.4. ICTC reserves the right to impose financial penalties for situations or items in this Agreement that are violated. (See Annex H to “IVT-RIDE Paratransit Services Request for Proposal FY 2014-15” dated June 2014 for Table of Assessment of Penalties.) Adjustments would be made at the time of monthly compensation.

5.5. An authorized agent of ICTC will handle administration, monitoring and determination of compliance with the requirements of this Agreement. All aspects of daily operations will be available to inspection/observation by an authorized representative of ICTC.

6. SERVICE IMPLEMENTATION

6.1. BRAWLEY

The service area designation, service days and hours, and service miles for the City of Brawley shall be those specified in Exhibit “1” – “Brawley – Scope of Work and Service Implementation”.

6.2. CALEXICO

The service area designation, service days and hours, and service miles for the City of Calexico shall be those specified in Exhibit “2” – “Calexico – Scope of Work and Service Implementation”.

6.3. IMPERIAL

The service area designation, service days and hours, and service miles for the City of Imperial shall be those specified in Exhibit “3” – “Imperial – Scope of Work and Service Implementation”.
6.4. WEST SHORES
The service area designation, service days and hours, and service miles for the communities of West Shores shall be those specified in Exhibit “4” – “West Shores – Scope of Work and Service Implementation”.

7. REPRESENTATIONS BY PROVIDER.

7.1. Provider understands and agrees that ICTC has limited knowledge in the transit services specified in the description of work. Provider has represented itself to be expert in these fields and understands that ICTC is relying upon such representation.

7.2. Provider 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.

7.3. Provider shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until Provider has received written authorization from the Executive Director (“Notice to Proceed”) to do so.

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

7.5. Provider represents and warrants that any employee, Provider, subcontractor and agent who will be performing any of the duties and obligations of Provider herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

7.6. Provider represents and warrants that the allegations contained in its Proposal are true and correct.

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

8. COMPENSATION
Provider shall receive compensation monthly based upon two formats.
8.1. A fixed hourly rate shall apply for each vehicle service or revenue hour. The fixed
hourly rate shall apply for the assigned fiscal year unless modifications are agreed to
during the year. Vehicle revenue hours will be calculated based upon the actual time
that each revenue service vehicle is in service and available to passengers. Vehicle
revenue hours shall specifically exclude deadhead hours, including time for travel to
and from the first stop and after the last stop, storage facilities, fueling facilities, road
tests, inspections training, personnel lunches and breaks. The fixed hourly rate shall
compensate Provider for all hourly cost elements.

8.1.1. BRAWLEY. Compensation for services provided for under Exhibit “1” –
“Brawley – Scope of Work and Service Implementation” shall be as follows:

8.1.1.1. For the period January 1, 2015 through June 30, 2015, the cost is
identified as $181,108.00. The fare box is established at 10%;
therefore the annual not-to-exceed subsidy will be $162,997.00.

8.1.1.2. For the period July 1, 2015 through June 30, 2016, the cost is
identified as $287,779.00. The fare box is established at 10%;
therefore the annual not-to-exceed subsidy will be $259,001.00.

8.1.1.3. For the period July 1, 2016 through June 30, 2017, the cost is
identified as $297,665.00. The fare box is established at 10%;
therefore the annual not-to-exceed subsidy will be $267,899.00.

8.1.1.4. For the period July 1, 2017 through June 30, 2018, the cost is
identified as $307,172.00. The fare box is established at 10%;
therefore the annual not-to-exceed subsidy will be $276,445.00.

8.1.1.5. For the period July 1, 2018 through June 30, 2019, the cost is
identified as $319,575.00. The fare box is established at 10%;
therefore the annual not-to-exceed subsidy will be $287,618.00.

8.1.1.6. For the period July 1, 2019 through June 30, 2020, the base cost is
identified as $323,819.00. The fare box and not-to-exceed subsidy
will be established in good faith by mutual consideration at the time of contract extension.

8.1.1.7. For the period July 1, 2020 through June 30, 2021, the base cost is identified as $333,272.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.1.8. For the period July 1, 2021 through June 30, 2022, the base cost is identified as $343,012.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.1.9. The fare box recovery ratio of 10% (or any other fare box ratio calculated and ultimately required during the course of this Agreement) is subject to the deduction of normal Transportation Development Act operating cost exclusions.

8.1.1.10. In the event that the required fare box revenue is not achieved on an annual basis, the PROVIDER may be allowed to request compensation from the ICTC for reimbursement up to the agreed upon annual cost. The lack of attainment for the annual fare box revenue must not be due to circumstances affecting the quality of transit service within the PROVIDER’s control, e.g. ICTC’s documentation of poor maintenance affecting the reliability of service or passenger comfort on vehicles, or inappropriate behavior by customer service staff or vehicle drivers.

8.1.2. CALEXICO. Compensation for services provided for under Exhibit “2” – “Calexico – Scope of Work and Service Implementation” shall be as follows:

8.1.2.1. For the period October 1, 2014 through June 30, 2015, the cost is identified as $325,527.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $292,974.00.
8.1.2.2. For the period July 1, 2015 through June 30, 2016, the cost is identified as $405,205.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $364,685.00.

8.1.2.3. For the period July 1, 2016 through June 30, 2017, the cost is identified as $419,074.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $377,167.00.

8.1.2.4. For the period July 1, 2017 through June 30, 2018, the cost is identified as $432,419.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $389,177.00.

8.1.2.5. For the period July 1, 2018 through June 30, 2019, the cost is identified as $449,794.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $404,815.00.

8.1.2.6. For the period July 1, 2019 through June 30, 2020, the base cost is identified as $455,512.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.2.7. For the period July 1, 2020 through June 30, 2021, the base cost is identified as $468,797.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.2.8. For the period July 1, 2021 through June 30, 2022, the base cost is identified as $482,488.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.2.9. The fare box recovery ratio of 10% (or any other fare box ratio calculated and ultimately required during the course of this Agreement) is subject to the deduction of normal Transportation Development Act operating cost exclusions.
8.1.2.10. In the event that the required fare box revenue is not achieved on an annual basis, the PROVIDER may be allowed to request compensation from the ICTC for reimbursement up to the agreed upon annual cost. The lack of attainment for the annual fare box revenue must not be due to circumstances affecting the quality of transit service within the PROVIDER’s control, e.g. ICTC’s documentation of poor maintenance affecting the reliability of service or passenger comfort on vehicles, or inappropriate behavior by customer service staff or vehicle drivers.

8.1.3. IMPERIAL. Compensation for services provided for under Exhibit “3” – “Imperial – Scope of Work and Service Implementation” shall be as follows:

8.1.3.1. For the period October 1, 2014 through June 30, 2015, the cost is identified as $162,101.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $145,891.00.

8.1.3.2. For the period July 1, 2015 through June 30, 2016, the cost is identified as $197,849.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $178,064.00.

8.1.3.3. For the period July 1, 2016 through June 30, 2017, the cost is identified as $204,504.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $184,054.00.

8.1.3.4. For the period July 1, 2017 through June 30, 2018, the cost is identified as $210,735.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $189,662.00.

8.1.3.5. For the period July 1, 2018 through June 30, 2019, the cost is identified as $218,966.00. The fare box is established at 10%; therefore the annual not-to-exceed subsidy will be $197,069.00.

8.1.3.6. For the period July 1, 2019 through June 30, 2020, the base cost is identified as $220,814.00. The fare box and not-to-exceed subsidy
will be established in good faith by mutual consideration at the time of contract extension.

8.1.3.7. For the period July 1, 2020 through June 30, 2021, the base cost is identified as $227,212.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.3.8. For the period July 1, 2021 through June 30, 2022, the base cost is identified as $233,804.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.3.9. The fare box recovery ratio of 10% (or any other fare box ratio calculated and ultimately required during the course of this Agreement) is subject to the deduction of normal Transportation Development Act operating cost exclusions.

8.1.3.10. In the event that the required fare box revenue is not achieved on an annual basis, the PROVIDER may be allowed to request compensation from the ICTC for reimbursement up to the agreed upon annual cost. The lack of attainment for the annual fare box revenue must not be due to circumstances affecting the quality of transit service within the PROVIDER’s control, e.g. ICTC’s documentation of poor maintenance affecting the reliability of service or passenger comfort on vehicles, or inappropriate behavior by customer service staff or vehicle drivers.

8.1.4. WEST SHORES. Compensation for services provided for under Exhibit “4” – “West Shores – Scope of Work and Service Implementation” shall be as follows:

8.1.4.1. For the period December 1, 2014 through June 30, 2015, the cost is identified as $54,619.00. The fare box is established at 5%; therefore the annual not-to-exceed subsidy will be $51,888.00.
8.1.4.2. For the period July 1, 2015 through June 30, 2016, the cost is identified as $72,178.00. The fare box is established at 5%; therefore the annual not-to-exceed subsidy will be $68,569.00.

8.1.4.3. For the period July 1, 2016 through June 30, 2017, the cost is identified as $74,513.00. The fare box is established at 5%; therefore the annual not-to-exceed subsidy will be $70,787.00.

8.1.4.4. For the period July 1, 2017 through June 30, 2018, the cost is identified as $76,768.00. The fare box is established at 5%; therefore the annual not-to-exceed subsidy will be $72,930.00.

8.1.4.5. For the period July 1, 2018 through June 30, 2019, the cost is identified as $79,613.00. The fare box is established at 5%; therefore the annual not-to-exceed subsidy will be $75,632.00.

8.1.4.6. For the period July 1, 2019 through June 30, 2020, the base cost is identified as $79,868.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.4.7. For the period July 1, 2020 through June 30, 2021, the base cost is identified as $82,181.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.4.8. For the period July 1, 2021 through June 30, 2022, the base cost is identified as $84,546.00. The fare box and not-to-exceed subsidy will be established in good faith by mutual consideration at the time of contract extension.

8.1.4.9. The fare box recovery ratio of 5% (or any other fare box ratio calculated and ultimately required during the course of this Agreement) is subject to the deduction of normal Transportation Development Act operating cost exclusions.
8.1.4.10. In the event that the required fare box revenue is not achieved on an annual basis, the PROVIDER may be allowed to request compensation from the ICTC for reimbursement up to the agreed upon annual cost. The lack of attainment for the annual fare box revenue must not be due to circumstances affecting the quality of transit service within the PROVIDER’s control, e.g. ICTC’s documentation of poor maintenance affecting the reliability of service or passenger comfort on vehicles, or inappropriate behavior by customer service staff or vehicle drivers.

8.2. A fixed monthly rate shall compensate Provider for all cost elements assigned to Provider not included in the fixed hourly rate.

8.3. In the event that fuel costs are increased beyond Provider’s control and the negotiated rate, ICTC will offer Provider an additional amount to offset the increase in costs. A fuel escalator clause shall contain the following provisions:

8.3.1. The fuel escalator shall be calculated as follows: the full amount that fuel costs exceed the vehicle fuel budget line item shall be adjusted downward by any savings in any other line item category that has not been fully utilized.

8.3.2. The request for additional subsidy shall be submitted to ICTC at the conclusion of the month in which the costs are incurred. The request shall be accompanied by an accounting developed by Provider, and invoices substantiating said increase.

8.3.3. The cost of fuel is negotiated at a rate set at three dollars eight cents ($3.80) per gallon for the term of this Agreement.

9. **FAREBOX**

9.1. Farebox Revenue. Fareboxes will be installed on all revenue vehicles and vehicle operators will not make change for passengers.

9.2. Fare Collection. Provider’s vehicle operators shall collect fares as established by ICTC and maintain an accurate count of all boarding passengers by fare category. Farebox
revenue will be counted by Provider’s office employees daily and reconciled against the stated number of passenger trips. Any shortages must be investigated and corrected by Provider. Provider will deposit farebox revenue daily. Farebox revenue is the property of ICTC, and Provider will submit written reports to ICTC of revenue collection.

9.3. Transfers. Provider shall also develop a transfer procedure and collect transfers from ICTC paratransit operations or other public agency transit services. Provider shall account for it in its report of revenue collected.

9.4. Prepaid Fare Revenue. Provider shall develop and collect prepaid fare revenue from individuals, educational facilities and social service agencies. Provider shall establish and distribute fare media to outlets i.e. IVC, city halls etc. Provider personnel will collect revenue as needed but at a minimum on a monthly basis.

10. PERFORMANCE STANDARDS

Standards and evaluation criteria will be utilized to annually measure performance and efficiency of routes, and Provider performance. This criterion is reported to State and Federal agencies annually. For the purposes of this Agreement, criteria, including the following, will be negotiated and established:


10.2. Calexico. Performance standards for service implementation shall be those specified in Exhibit “2” – Calexico Scope of Work and Service Implementation.

10.3. Imperial. Performance standards for service implementation shall be those specified in Exhibit “3” – Imperial Scope of Work and Service Implementation.

10.4. West Shores. Performance standards for service implementation shall be those specified in Exhibit “4” – West Shores Scope of Work and Service Implementation.

11. MARKETING

11.1. Approval. Not later than thirty (30) days after the execution of this Agreement and ninety (90) days prior to the end of the fiscal year thereafter, Provider shall participate in the development of a marketing plan specific to the IVT Ride services for ICTC’s
final approval. The marketing plan shall indicate all proposed activities with a corresponding budget of 5% of the total cost of the service for the fiscal year.

Provider shall be responsible for working with ICTC staff for development and preparation, subject to the approval of ICTC, of all marketing materials for the paratransit services. Provider will coordinate the placement, scheduling and distribution of all advertising and promotional materials designed to inform patrons of ICTC services and to promote ridership.

11.2. Preparation. Provider shall be responsible for the preparation and printing of all necessary passes, tickets and transfers to be used in the paratransit service.

11.3. Distribution. Provider shall distribute and disseminate such materials in accordance with the provisions of this Agreement and any directions supplemental thereto provided by ICTC.

11.4. Promotion. Provider shall promote the service for ICTC, and distribute brochures and other materials.

11.5. Presentation. Provider shall, under the direction of ICTC, provide contact on an as-needed basis with private and non-profit community agencies, job resource centers and local governing bodies to promote interest and use in the transit services of ICTC. These contacts shall include, but not be limited to speaking engagements and displays.

Provider will participate as a technical resource contact with user groups or agencies as required, including meetings of ICTC committees or commission meetings upon request.

11.6. Comment Cards. Provider shall develop and distribute passenger comment cards.

Provider will respond to all comments with copies of response provided to ICTC.

Provider will provide statistical summaries of frequency and patterns of comments to ICTC on a monthly basis.

12. CUSTOMER SERVICE

12.1. Phone. Provider shall establish at least one (1) toll-free customer service telephone numbers. Provider shall provide bilingual telephone information service during all
hours of system operation, up to one hour before and one hour after routes have started and returned from daily operations. Provider will provide statistical summaries of frequency and patterns of telephone comments, hold times to ICTC on a monthly basis.

12.2. **TDD/FAX.** Provider’s telephone system shall have TDD or equivalent, and FAX capabilities. Provider shall publish these phone numbers in local telephone directory(ies).

12.3. **Exclusivity of Phone Services.** Provider’s customer service telephone numbers shall be used solely for the purpose of providing customer information, serving trip requests and those activities required under the Scope of Work, and shall not be used by Provider for any other purpose or business. These telephones shall be answered as specified by ICTC.

12.4. **Rollover of Phone.** Upon termination of this Agreement, such phone number shall remain within the jurisdiction of ICTC.

12.5. **Bilingual Capability.** During transit service system operating hours, Provider shall provide bilingual dispatchers or information operators who can fluently speak both the English and Spanish languages and are knowledgeable of time schedules, routes and transit services of ICTC as is necessary to answer customer information requests, refer passengers to other public transit service providers and/or questions in a courteous, timely and professional fashion.

13. **COORDINATION**

13.1. **Consultation.** Provider represents itself as an expert in the field of public transit. As such, Provider shall provide ICTC with minor technical assistance and consultation in such matters as operating policies, funding and coordination with other transit providers at no additional charge to ICTC. At no time will Provider be required to prepare intensive or in-depth studies without mutually agreed-upon compensation. Periodically, consultants will request information or interviews with Provider staff. Provider is required to cooperate with all ICTC -administered consultant projects.
13.2. **Service Recommendations.** Provider will report to ICTC and will make recommendations as to changes to improve ICTC’s paratransit service on a case-by-case basis. Provider may not make any permanent changes that affect the quantity, quality or nature of the paratransit service without obtaining ICTC’s written permission.

14. **MANAGEMENT**

14.1. **Site Supervisor/Operations Manager.** ICTC shall participate in the selection or approval of the person serving as Operations Manager. In the event that the Operations Manager must be replaced, ICTC will participate in the selection of the replacement.

14.2. **Day-to-Day Operations.** Provider will manage the day-to-day operation in accordance with the adopted operations plan and good management practices. Management of day-to-day operations of the paratransit service system will be vested in at least one local Operations Manager who will be experienced in all aspects of public transit operations. The Operations Manager will be responsible for managing and monitoring all aspects of the paratransit service system operation including but not limited to maintenance, repair, fueling, security, supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare collection, personnel and contract administration. Provider shall supply ICTC with a twenty-four (24) hour emergency telephone number at which Provider can be reached.

14.3. **Priority of Service.** The Operations Manager shall be employed and available on a full-time basis and shall consider the paratransit service as contemplated in this Agreement as having priority over any other services that Provider operates.

14.4. **Executive Level Availability.** Provider shall also designate a responsible executive level employee of Provider to be available at all times, either by phone or in person, to make decisions or provide coordination as necessary. This executive must be authorized to act throughout the service area on behalf of Provider. This individual may not be the same individual as the Operations Manager.

14.5. **Operational Efficiency.** Provider shall seek out and implement methods of improving paratransit service system operations, service and cost-effectiveness along with
improvements to correct deficiencies and substandard performance. Results will be reported to ICTC via the monthly management summary (“MSS”) report, activity report or direct memorandum, along with a summary of any corrective actions that have been taken. Provider shall review and comment on plans, equipment purchases, operative changes and related proposals of ICTC.

15. GENERAL REPORTS AND RECORDKEEPING

15.1. Provider shall collect data on the operation of the paratransit service system and supply the data separated by city area to ICTC on a monthly basis, or as may otherwise be directed below. All such information supplied by Provider shall be certified as accurate.

15.2. Management Information System. Provider’s Management Information System (“MIS”) shall utilize Word, Excel and Power Point and provide an adequate methodology to gather, store, retain, calculate, compute, cross-reference and display in textural, tabular and graphic form all operating, performance and financial data associated with this Agreement. In addition, e-mail capability is required to communicate with ICTC. ICTC uses IBM-compatible computer equipment.

15.3. Monthly Reports. Provider will report the information on a monthly basis in the format as described in Annex D, (See, Annex D to “IVT Ride Paratransit Service Request For Proposal FY 2011-2015” dated June 2014 - Reporting).

15.4. Annual Reports. Provider will report the information on an annual basis in the format as described in Annex E, (See, Annex E to “IVT Ride Paratransit Service Request For Proposal FY 2011-2015” dated June 2014 - Reporting).

15.5. Miscellaneous Reports. In addition to the monthly and annual reporting, Provider shall supply any and all reports necessary to comply with requirements of ICTC and other local, State or Federal authorities. These reports will include but not be limited to all required California Air Resource Board Urban Bus Operators Emission Requirements, California Transportation Development Act and Federal Transit Administration (“FTA”) and National Transit Database reporting requirements.
15.6. **Accident Reporting.** Provider shall provide ICTC with immediate telephone notification of accidents. Provider shall forward written copies of accident reports within one (1) business day for injury accidents and three (3) business days for non-injury accidents. Provider shall also forward all California Highway Patrol (“CHP”) Safety Compliance Reports within two (2) business days after CHP submission to Provider.

15.7. **Survey/Study/Analysis Data.** ICTC may periodically conduct surveys of ridership during the term of this Agreement. These surveys may determine matters including socioeconomic, origination and destination and fare-type characteristics of paratransit service system users. Provider shall cooperate in the conduct of all surveys, including having its in-service drivers participate where operationally possible, at no additional charge to ICTC.

15.8. **Proprietary Restriction.** Provider agrees that all information it must furnish pursuant to this Agreement shall be free from proprietary restrictions unless identified during negotiation and mutually agreed-upon. Provider further agrees that other such data is public and in the public domain.

15.9. **Maintenance of Data.** Provider shall maintain accurate and complete books, records, data and documents on generally-accepted accounting principles in accordance with Uniform System of Accounts and Records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code, and as required by ICTC or the California Department of Transportation (“Cal Trans”). Such records shall be kept in such detail and form so as to meet applicable local, State and Federal requirements.

15.10. **Accountability.** A complete and separate set of books, accounts and/or records shall be maintained by Provider, which records shall show details of transactions pertaining to the management, maintenance and operation of only this paratransit service system under the terms of this Agreement. Paratransit service system transactions shall not be co-mingled with Provider’s other operations. Provider’s records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to the
paratransit service system created by this Agreement are in fact due to operations pursuant to this Agreement, and not due to separate or charter operations by Provider. Auditors from ICTC will perform a random audit of the financial records of the paratransit service on an annual basis.

15.11. Maintenance Records. Provider shall keep and maintain all work orders, warranty dockets and maintenance records on vehicles and equipment, separated by vehicle, until this Agreement is terminated. Provider shall release all such documents to ICTC upon request or upon termination of this Agreement.

15.12. Access. ICTC, Caltrans, FTA and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Provider which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcription of Provider’s files. Provider shall maintain all these records for a period of at least five (5) years following the close-out of this Agreement to allow for audits, examinations, excerpts and transcriptions of Provider’s files.

16. MAINTENANCE, EQUIPMENT AND SUPPLIES

16.1. Provider shall provide all facilities, tools, equipment, tires, fuel, oil, batteries, parts, cleaning supplies, office supplies, office equipment and such other items or materials required to professionally operate ICTC’s paratransit services, including phone system and service.

16.2. Provider shall provide, operate and maintain the radio communications system for the paratransit service, including but not limited to, securing of Federal Communications Commission (“FCC”) frequency, base station, transmitter, repeater if needed, and a mobile unit for each vehicle and a spare. Provider must comply with ICTC policies and FCC procedures for radio use.

16.3. VEHICLE MAINTENANCE

It shall be Provider’s responsibility to provide maintenance personnel and institute a vehicle maintenance program to achieve a high level of maintenance on the fleet of
ICTC-owned buses provided to Provider. ICTC expects maintenance of vehicles in the highest level of condition by covering the following, but not limited to, general elements:

- Preventative Maintenance
- Mechanical Maintenance
- Zero Tolerance Graffiti Removal
- Cleaning Program
- Engine and Transmission
- Quality Control
- Warranties on New Buses
- Interior Bus Maintenance (Seats, Driver Seats, Floors)
- Wheelchair Lift/Ramp Maintenance
- Farebox Maintenance
- Tire Servicing
- Wheel Cleaning
- Maintenance Performance Analysis
- Maintenance Reporting

All preventative maintenance inspections and mechanical maintenance shall be performed by qualified employees of the Provider unless otherwise noted. Provider is responsible for providing the necessary trained and qualified staff to perform all elements required as part of the maintenance program included within this Agreement. Provider shall increase staffing as a function of need to perform all tasks required of the maintenance program over the course of the project.

If Provider staffing levels for maintenance personnel fall below what it required by the agency and based on the Provider staffing proposed, Provider shall temporarily utilize existing personnel for additional time, or shifts, to insure that the maintenance staffing workload meets, or exceeds, the minimum Full Time Equivalent (FTE) requirements for each of the maintenance staffing categories proposed by Provider, until such time that additional staff are hired, trained, and employed. Failure to maintain staffing levels that equal, or exceed the required levels for operating efficiency may subject Provider to liquidated damages. Subcontracting of additional or specialized cleaning functions may be considered. However, all maintenance manager, mechanic and service positions must be employees of the Provider. Provider’s duty and responsibility to maintain all
vehicles and equipment is not delegable to any other person, firm or corporation. All
subcontracts of maintenance functions must be approved by ICTC in advance, and may
not substitute for staffing levels shown in Provider’s staffing plan.

16.3.1. MAINTENANCE PERSONNEL
Maintenance personnel assigned to work on ICTC-owned and other contractor buses
shall have thorough knowledge of:

- Bus engines, transmissions, and related mechanical parts.
- Methods and procedures used in servicing mechanical equipment.
- Bus chassis and bodies.
- Tools, precision instruments, equipment, and procedures used in the general
  repair and maintenance of bus equipment.
- Decimals, fractions, and specifications related to bus mechanics.
- Specialized areas such as upholstering, brake relining, air conditioning,
  wheelchair lift or device, fareboxes, electronic destination signs, and laptop
  computer diagnostic programming.

16.3.2. MAINTENANCE PERSONNEL SKILLS

16.3.2.1. Inspect bus engines, transmissions, fuel systems, and other
mechanical, electric, and electronic parts and components.

16.3.2.2. Diagnose bus engine, transmission, fuel systems, and other
mechanical, electrical, and electronic parts and component system
problems.

16.3.2.3. Repair bus engines, transmissions, fuel systems and other
mechanical, electrical, and electronic parts and components when
necessary.

16.3.2.4. Diagnose and repair electronic components, such as the bus
electronic control system, fareboxes, electronic destination signs,
wheelchair lift/ramp mechanisms and air conditioning systems.
16.3.3. PREVENTIVE MAINTENANCE

Provider shall adopt and maintain a formalized preventative maintenance program for all vehicles in conformance with manufacturers’ preventative maintenance schedules, state law, industry standard practices, and other detailed maintenance required by ICTC. Preventative Maintenance Inspection (PMI) Checklists will be based on PMI intervals, as well as the minimum requirements for each interval (based on manufacturers recommended schedules). Any PMI procedures that go above and beyond these minimum requirements are entirely up to Provider, but the minimum requirements must be met within +/- 500 miles of the specified interval.

PMI intervals shall be at the following inspection mileages:

- **A** 3,000 miles or 45 days
- **B** 6,000 miles
- **C** 24,000 miles
- **D** 48,000 miles

The mileage intervals are based on a progressive PMI cycle. If a vehicle has been out of service for more than 30 continuous days, the vehicle must be given an “A” inspection in order to inspect tanks, brakes, and other related items in an “A” inspection prior to re-entering revenue service. Any vehicle that has had the repair of major body damage or collision repairs, shall have an inspection documented and forwarded to ICTC staff to insure vehicle has been returned to full compliance.

Provider must also meet, or exceed, the PMI requirements set forth by vehicle builders and all major component manufacturers.

Major components include, but are not limited to, engines, transmissions, A/C and heating, doors, radios, wheelchair lifts, fareboxes, destination signs, and fuel tanks. Failure to follow manufacturers’ guidelines may result in liquidated damages and/or termination of the Agreement. ICTC shall determine Provider’s
compliance with the above requirements by reviewing detailed monthly PMI reports, and or by utilizing an independent maintenance consultant. ICTC may select buses randomly for independent third party inspections.

If Provider wishes to revise some of these requirements during the course of the service agreement (because of new information, or techniques that have been approved by the manufacturer), it may present a revised plan, with supporting documentation, to ICTC for review. ICTC decisions regarding revised PMI procedures shall be final.

In addition to these minimum PMI requirements, Provider must also create and implement PMI functions for the following equipment:

Wheelchair Lifts and Ramps – PMI programs for all lift and ramp systems shall be developed to meet the manufacturers’ requirements to address warranty, safety, reliability, and longevity issues.

16.3.4. MECHANICAL MAINTENANCE PROGRAM

Provider, at its sole cost and expense, shall provide all lubricants, repairs, cleaning, cleaning agents, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement required for the operation of all equipment pursuant to the Agreement, unless otherwise indicated. Provider shall be fully responsible for the safe and efficient maintenance of all vehicles and equipment, radios, fareboxes, and all other ICTC-provided equipment to be used to perform this Agreement in strict conformity to all CHP regulations and Title 13 requirements.

ICTC may inspect any vehicle at any time. Provider shall allow ICTC, or its designated agent, access to Provider’s facilities and records for the purpose of monitoring the Provider’s maintenance performance, as ICTC deems necessary. ICTC shall be permitted to view and copy any vehicle maintenance records, inspect vehicles, and request Provider’s personnel to drive vehicles and/or position vehicles to inspect the undercarriage, as is necessary to evaluate the
condition of vehicles used in the performance of this Agreement. ICTC, or its designated agent(s), shall conduct such inspections on a regular basis.

All parts, materials, tires, lubricants, fluids, oils and procedures used by Provider on all ICTC-owned vehicles, vehicles and equipment shall meet, or exceed Original Equipment Manufacturer (OEM) specifications and requirements. All parts installed by Provider on ICTC-owned buses shall become property of ICTC.

At a minimum, the Maintenance Program must provide that:

16.3.4.1. All wheelchair lifts, ramps, and other accessibility-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that all accessibility features are fully operational whenever the vehicle is used in revenue service.

16.3.4.2. Fareboxes, radios, destination signs, public address systems, request-to-stop systems, and passenger doors shall be inspected, serviced and lubricated at intervals necessary to ensure that this equipment is fully operational as designed whenever the vehicle is used in revenue service.

16.3.4.3. At scheduled oil change intervals, a laboratory engine and transmission oil analysis shall be performed on every ICTC-provided bus engine or transmission. The analysis program used by Provider shall be subject to approval by ICTC.

16.3.4.4. Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system. Brakes must be fully inspected, at a minimum, of 3,000 miles at the “A” inspection.

16.3.4.5. All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body damage and all bus appurtenances) shall be
repaired in a professional manner within three weeks (21 calendar
days) of occurrences. In the event that the repairs cannot be made
within three weeks due to the severity of damage, and/or backorder
of parts not typically in Provider’s inventory, Provider shall work
with ICTC to establish a reasonable schedule for completion.

16.4. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a
safe and fully functional (as designed) condition at all times.

16.5. The interior passenger compartment shall be free of exhaust fumes from the engine,
engine compartment, and exhaust system of the bus at all times.

16.6. Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used
to insure that the passenger compartment temperature is comfortably maintained under
all climatic conditions at all times during revenue service. Provider shall maintain the
A/C systems in an operable condition throughout the entire year.

16.7. Bicycle racks (front two position SportWorks) are provided on all buses provided for
this service. Provider shall maintain bicycle racks in good working order. Racks shall
be inspected every 3,000 miles with the “A” PMI. Racks may need to be sanded,
repainted or polished, or replaced (if not easily repaired).

16.8. Provider, as manager of the fleet, shall establish and maintain a spare parts inventory
based on the age and variety of vehicles, sufficient to ensure that peak hour vehicle
requirements are met. Vehicles may not be used to supply spare parts for other buses.

16.9. ICTC may remove a vehicle from revenue service if ICTC determines that maintenance
on any vehicle is not in conformity with the Agreement.

16.10. Provider, as an agent for ICTC in the case of warranted equipment, will be responsible
for ensuring that the vehicle manufacturers and all component manufacturers perform or
reimburse Provider for all parts and labor, which are covered under warranty. Provider
shall diligently follow the preventative maintenance program so any warranty coverage
on ICTC-owned or provided equipment is not lessened or invalidated.
16.11. Upon completion or termination of the Agreement for any reason, Provider shall return vehicles, and all other ICTC-provided equipment to ICTC less reasonable wear-and-tear, as determined by accepted bus industry standards and approved by ICTC.

16.12. Driver and passenger seats shall be maintained in proper operating condition at all times. It shall include, at a minimum, inspection, repair, and replacement for seat cushions, frames, armrests, and all electrical, mechanical, and pneumatic components. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a professional manner immediately upon their discovery. Provider shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color as those materials being replaced.

16.13. Provider is responsible for all towing services related to this AGREEMENT.

16.14. Tire maintenance and replacement are the responsibility of the Provider. Any new buses delivered during the Agreement will be delivered with tires purchased by ICTC as part of the bus procurement. Any replacements for these original tires will be the responsibility of the Provider when the original tires require replacement.

16.15. Steam cleaning of engine compartments of buses shall be carried out with Provider equipment on a regular basis. It is expected that the engine compartment be steam cleaned or pressure washed (at high temperature) prior to every “A” inspection at 3,000 miles.

16.16. MAINTENANCE SHOP PRACTICES
The Provider provided Maintenance Manager shall verify the quality of the work performed, and add his/her signature to the PMI Inspection form.

16.17. Tires shall always be matched (by manufacturer, size, and tread pattern) on each axle. Provider shall follow manufacturer’s recommended guidelines for wheel maintenance and cleaning. Provider shall clean all wheels weekly and re-paint steel wheels as necessary.

16.18. Broken or cracked glass or window liners shall be replaced immediately upon discovery. No buses shall enter into revenue service with broken or cracked glass at
any time. Scratched or etched glass or window liners shall be replaced weekly, unless significant damage or offensive in nature, which shall require immediate replacement.

16.18.1. Bus Brake Replacement

16.18.2. Both brakes on an axle will be replaced at the same time.

16.18.3. Wheel seals will be replaced with every brake job, and bearings will be checked.

16.19. Other


16.19.2. Radiators shall be re-cored or replaced at the time of engine replacement.

16.19.3. Bus maintenance and storage facilities shall be free of freestanding water. All oil, grease, fluids, dirt, trash, rags, boxes, etc. shall be removed from bus maintenance and storage facilities daily. ICTC may inspect shop condition on a regular basis.

16.20. BUS MAINTENANCE RECORD KEEPING

Provider will maintain an up-to-date vehicle file for each vehicle containing, at a minimum, the following information:

- Year and Make
- Model
- Serial number/ICTC fleet number
- License number
- Vehicle Identification Number (VIN)
- Date received
- Date placed in service
- Annual miles
- Contract miles
- Life miles
- Major Component Rebuild and Replacement including date and life-miles
- Vehicle repairs
Preventive Maintenance Inspection Reports

Daily “Bus Condition” reports

Work Orders

The "Preventive Maintenance Inspection" Report will be kept for at least four (4) years for all vehicles. The Daily Bus Report will be kept for the period required by the California Highway Patrol (CHP).

Copies of the "Preventive Maintenance Inspection" report will be submitted to ICTC on a quarterly basis, if so requested by ICTC. ICTC shall coordinate with Provider for submittal of selected summary type reports from the computerized maintenance system. Any Daily Bus Report shall be submitted to ICTC upon request. Provider shall submit the entire vehicle file, or selected reports, from the maintenance software system to ICTC upon request. The computerized maintenance software system must be backed up regularly.

At the minimum, Provider shall submit monthly maintenance report summaries each month including maintenance PMIs done in the past month, and vehicle cleaning summaries.

16.21. SAFETY

16.21.1. ICTC will require that the Motor Carrier Unit of the CHP annually prepare and submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343A). Provider shall fully cooperate with, and allow access as requested to, any CHP officer, or agent, for the purposes of preparing the CHP 343. Provider must attain satisfactory ratings in each category of the Safety Compliance Report. Provider must expeditiously correct any deficiencies noted on any CHP vehicle or terminal inspection report.

16.21.2. ICTC requires that Provider regularly inspect and maintain all safety equipment used or required in the fulfillment of this Agreement. Provider is responsible for purchasing, at its own cost, replacement fire
extinguishers, first aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure that spares are always available and that the operation maintains compliance with local, state, and federal safety regulations. Drivers’ daily vehicle inspection shall include a check of the fire extinguisher and triangle reflector kit. Used, missing, or broken items must be replaced as soon as practicable. All vehicle and facility fire extinguishers shall be inspected and tagged no less frequently than annually. First aid kits shall be inspected and professionally serviced at least once per year.

16.22. ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS

ICTC recognizes that during the term of this Agreement, engines and/or transmissions of ICTC-owned buses not under warranty may have to be rebuilt or replaced. If Provider determines that an engine or transmission needs to be rebuilt or replaced, the Provider shall notify ICTC, in writing, detailing the reasons for such a determination including pertinent information from the vehicle file and a detailed cost estimate. An outside vendor may be used if deemed cost effective after consultation and approval by ICTC.

16.22.1. After review, ICTC may direct Provider in writing, to proceed with the recommended work.

16.22.2. Provider will only be permitted to pass through to ICTC the costs related to any engine or transmission work accomplished following the above-mentioned procedure. ICTC will not be liable for any costs if Provider does not follow the above-mentioned procedure. Provider must submit a detailed invoice to ICTC for all such work.

16.22.3. If ICTC determines that such work is necessary due to poor maintenance performance by Provider, ICTC will not be liable for any costs.

16.22.4. Provider shall remain responsible for all costs related to repair or replacement of any engine-driven part including, but not limited to,
generators, hydraulic pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air-conditioning compressors, vacuum pumps, starter motors, and turbocharger. Provider shall also remain responsible for all costs related to repair or replacement of transmission-related parts including, but not limited to, oil coolers, external oil lines, external filters, external linkage modulators, external speedometers/odometers, "driven" gears or sensors, neutral start switches, and temperature sensors.

17. FACILITIES

17.1. All facilities and arrangements including office space, furniture, dispatch, maintenance bays, secured and lighted parking areas, storage, on/off site fueling, radio, telephone and computer connections are the responsibility of Provider and shall be sufficient to support the operation of the paratransit services described herein.

17.2. Provider shall ensure that facilities provided are maintained as needed to ensure a safe, hygienic, professional and attractive working environment that is in compliance with local, State and Federal regulations.

17.3. Paratransit services will be operated on an intracity basis. Vehicles dispatched out of the facilities will travel to various destinations prior to the start of operations. ICTC does not specify a preference for location; however, the location will be evaluated for practicality and functionality for the administration, operations and maintenance of the system.

17.4. Provider shall locate facilities so as to be able to bring a back-up vehicle into service within twenty (20) minutes from the location.

17.5. The facilities are not expected to serve the walk-in passenger but provide a centralized site for operations and a distribution point for the sale of passes and brochures.

18. VEHICLES
18.1 BRAWLEY. Vehicles for Exhibit “1”: “Brawley – Scope of Work and Service Implementation”. Provider must examine the paratransit service schedule to provide maximum utilization of vehicles and related equipment.

18.2 CALEXICO. Vehicles for Exhibit “2”: “Calexico – Scope of Work and Service Implementation”. Provider must examine the paratransit service schedule to provide maximum utilization of vehicles and related equipment.

18.3 IMPERIAL. Vehicles for Exhibit “3”: “Imperial – Scope of Work and Service Implementation”. Provider must examine the paratransit service schedule to provide maximum utilization of vehicles and related equipment.

18.4 WEST SHORES. Vehicles for Exhibit “1”: “West Shores – Scope of Work and Service Implementation”. Provider must examine the paratransit service schedule to provide maximum utilization of vehicles and related equipment.

18.5 For all services provided under this Agreement, Provider must maintain vehicles with adequate air-conditioning and passenger comfort on-board at all times.

18.6 For all services provided under this Agreement, ICTC may inspect vehicles on- or off-route and pull a vehicle out of service at any time due to safety violations, lack of air conditioning, lack of functional wheelchair lift or other condition that impacts the health and welfare of passengers.

19. PERSONNEL

19.1 Provider shall provide all management, office staff, drivers, dispatchers, mechanics, maintenance clerks, cleaners, service workers, telephone information operators, road supervisors and such other personnel necessary to responsibly operate ICTC’s paratransit services system, including any onboard security or supervision. It is understood that Provider may subcontract components of its operations; however, no such subcontract shall relieve Provider from responsibility to ensure compliance with the terms of this Agreement.

19.2 Provider will recruit, screen, hire, discipline and train personnel as necessary, conduct monthly safety and other related employee meetings as necessary and perform liaison
activities with ICTC and other agencies related to execution of this Agreement. A copy of employee benefits, work rules and union contracts shall be provided to ICTC. Provider shall meet and coordinate with ICTC on a frequent basis.

**19.3** Provider shall supervise all drivers to the end that they are courteous to all patrons at all times and respond to patrons’ questions regarding use of the transit system or connecting systems accurately.

**19.4** Provider shall provide ICTC with an organizational chart prior to start-up. After startup, Provider shall provide a list of drivers’ names and update said list monthly. Provider shall not place a driver into service without the driver first completing Provider’s training program as outlined in Paragraph 21. Failure to comply with this section may result in termination of this Agreement.

**20. TRAINING**

**20.1.** Provider shall provide full training for Provider’s drivers. This training shall be a minimum of eighty (80) hours per employee, of which at least thirty (30) hours shall be behind the wheel. This training must be completed before a driver can enter unsupervised passenger service. Provider shall maintain and certify driver records, subject to review by ICTC and CHP.

**20.2** All Provider employees, including dispatchers and supervisor(s), shall be trained and certified as drivers. Such training shall meet all requirements of the State of California, including but not limited to obtaining an original or renewal transit training certificate (“VTT”) and a commercial drivers license. A detailed description of Provider’s proposed training program shall be submitted to ICTC within thirty (30) days of the execution of this Agreement. Provider’s training plan shall provide a minimum of eight (8) hours of annual refresher training per driver.

**20.3** Provider shall conduct classroom training in at least the following areas: multi-media first aid training, cardiopulmonary resuscitation (“CPR”), National Safety Council (or approved equivalent) defensive driving course, customer service, sensitivity/empathy
training, emergency and accident procedures and wheelchair loading and securement procedures.

20.4 Provider will have all drivers obtain a class of drivers license as required by law, and certification in CPR and first aid. All Provider employees must pass a pre-employment physical examination, paid for by Provider, prior to start of training. All of Provider’s drivers shall be subject to a pre-employment background check, a review of their California Department of Motor Vehicle records and VTT certification.

20.5 Drivers will be trained by a trainer or trainers who are certified by the National Safety Council (or other approved agency) to instruct the defensive driving course and are certified by either the American Heart Association or Red Cross (or another approved agency) to instruct the drivers in first aid and CPR. Provider shall certify their trainer in customer service, sensitivity training, emergency and accident procedures and wheelchair loading and securement procedures, or as may otherwise be required by local, State or Federal law or regulations.

20.6 Provider shall require all drivers to attend a monthly safety meeting that shall be a minimum of one (1) hour in duration. Provider shall implement a planned program of safety retraining to be conducted at the safety meetings. ICTC and its representatives shall be allowed to attend said safety meetings.

21. LICENSES

21.1 Provider shall provide and maintain licenses for its radio system.

21.2 Provider shall be responsible for any locally required business or other licenses, including Federal Communications Commission (FCC) and Public Utilities Commission certificates as required and necessary. Provider shall also be solely responsible for any parking and traffic violations of vehicles operated in connection with ICTC’s paratransit program.

22. UNIFORMS

Provider shall provide and maintain clean, color-coordinated and identical uniforms to be approved by ICTC for all Provider employees. Provider shall enforce a dress and appearance code. At
a minimum, dress requirements shall include: shirts, slacks or shorts. Headgear is optional but if worn will be a design of a baseball-type hats. Jackets will be uniform for use in cold or rainy weather. All shirts and jackets will have sewn name badges and identification patches with a logo that has been approved by ICTC. Sandals or open-toed shoes are not allowed. Non-approved jackets or headgear are not allowed.

23. **SAFETY AND SECURITY**

23.1 Provider shall be responsible for the safety and security of passengers during operations and for all related equipment and facilities. Provider shall develop specific procedures that define the safety and security program for ICTC’s paratransit services. Safety and organizational meetings shall be held with all Provider employees at least once per month.

23.2 Provider shall report all hazardous conditions (e.g., trees, signs, slides, etc.) in the service area to ICTC and any other appropriate authority and take necessary precautions to safeguard passengers and personnel.

23.3 Provider shall comply with all CHP and State and Federal Occupational Health and Safety Administration requirements. Provider shall not permit drivers to bear weapons of any type while operating a vehicle under this contract.

24. **INSURANCE REQUIREMENTS**

24.1 Throughout the life of this Agreement, Provider shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by ICTC’s Executive Director or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance
for “bodily injury,” “property damage” and “personal and advertising injury”
with coverage for premises and operations (including the use of owned and non-
owned equipment), products and completed operations, and contractual liability
(including, without limitation, indemnity obligations under the Contract) with
limits of liability of not less than the following:

$20,000,000 per occurrence for bodily injury and property damage
$20,000,000 per occurrence for personal and advertising injury
$20,000,000 aggregate for products and completed operations
$20,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least
as broad as the most current version of Insurance Service Office (ISO) Business
Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and
non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with
limits of liability of not less than $20,000,000 per accident for bodily injury and
property damage.

(iii) AUTOMOBILE PHYSICAL DAMAGE insurance to include collision and
comprehensive coverage for all ICTC vehicles operated, maintained, used
and/or stored by Provider under this Agreement. This insurance shall include
replacement cost coverage for all ICTC vehicles operated, maintained, used
and/or stored by Provider under this Agreement.

(iv) FIDELITY BOND/Crime insurance which shall be at least as broad as the
most current version of Insurance Services Office (ISO) Commercial Crime
Coverage Form CR 00 20 and include coverage for employee theft, forgery or
alteration, inside the premises – theft of money and securities, inside the
premises – robbery or safe burglary, outside the premises, computer fraud, funds
transfer fraud and money orders and counterfeit paper currency, with limits of
liability of not less than $100,000 per claim/occurrence.
(v) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(vi) EMPLOYERS’ LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

24.2 Should Provider maintain higher limits than the minimum limits shown above, ICTC requires and shall be entitled to coverage for the higher limits maintained by Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ICTC.

24.3 In the event Provider purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

24.4 Provider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Provider shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC’s Executive Director or his/her designee. At the option of the ICTC’s Executive Director or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to ICTC, its board members, officers, employees, agents and volunteers; or (ii) Provider shall provide a financial guarantee, satisfactory to ICTC’s Executive Director or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall ICTC be responsible for the payment of any deductibles or self-insured retentions.

24.5 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Provider shall furnish ICTC with a new certificate and applicable
endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for ICTC, Provider shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

24.6 The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name ICTC, its board members, officers, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Provider’s insurance shall be primary and no contribution shall be required of ICTC. The coverage shall contain no special limitations on the scope of protection afforded to ICTC, its board members, officers, employees, agents and volunteers. The Automobile Physical Damage and Fidelity Bond/Crime insurance policies shall name the ICTC as a loss payee. The Workers’ Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its board members, officers, employees, agents and volunteers.

24.7 Provider shall furnish ICTC with all certificate(s) and applicable endorsements effecting coverage required hereunder. Upon request of ICTC and before work commences, Provider shall immediately furnish ICTC with a complete copy of any insurance policy and all certificates and applicable endorsements required under this Agreement, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

24.8 If at any time during the life of this Agreement or any extension, Provider or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Provider shall be withheld until notice is received by ICTC that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve Provider of its responsibilities under this Agreement.
24.9 The fact that insurance is obtained by Provider shall not be deemed to release or
diminish the liability of Provider, including, without limitation, liability under the
indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to all
claims and liability regardless of whether any insurance policies are applicable. The
policy limits do not act as a limitation upon the amount of indemnification to be
provided by Provider. Approval or purchase of any insurance contracts or policies shall
in no way relieve from liability nor limit the liability of Provider, its principals, officers,
employees, agents, persons under the supervision of Provider, vendors, suppliers,
invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or
indirectly by any of them.

24.10 If Provider should subcontract all or any portion of the services to be performed under
this Agreement, Provider shall require each subcontractor to provide insurance
protection in favor of ICTC, its board members, officers, employees, agents and
volunteers, in accordance with the terms of each of the preceding paragraphs, except
that the subcontractors' certificates and endorsements shall be on file with Provider,
ICTC prior to the commencement of any work by the subcontractor.

25. **TERMINATION**

25.1. **CONTRACTUAL TERMINATION FOR CONVENIENCE**

After a contract has been signed, termination may be required for convenience. ICTC, by written
notice, may terminate the contract, in whole or in part, when it is in ICTC’s best interest. If the
contract is terminated, ICTC shall be liable only for payment under the payment provisions of
this contract for services rendered before the effective date of termination. PROVIDER may
terminate this agreement at its convenience by providing ICTC one year’s written notice.

25.2. **CONTRACTUAL TERMINATION FOR DEFAULT**

25.2.1. After a contract has been signed, termination may be required for default. If
the PROVIDER fails to perform the services within the time specified in
this contract or any extension or if PROVIDER fails to comply with any
other provisions of the contract, ICTC may terminate the contract for
default. ICTC shall in the case of a termination for breach or default, allow PROVIDER thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

25.2.2. ICTC shall terminate by delivering to PROVIDER a Notice of Termination specifying the nature of default. PROVIDER will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

25.2.3. If the contract is terminated while PROVIDER has possession of ICTC's property, PROVIDER shall, upon direction of ICTC, protect and preserve the property until surrendered to ICTC or its agent. ICTC and PROVIDER shall agree on payment for the preservation and protection of property. Failure to agree on the amount will be resolved under a separate paragraph of the contract.

25.2.4. If, after termination for failure to fulfill the obligations of the contract, it is determined that PROVIDER was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of ICTC.

25.2.5. PROVIDER shall have the right to declare at default if ICTC is 90 day in arrears on payment of outstanding invoices, after the date of submittal.

26. **FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.** The service provided is dictated by the ridership demand and economics of the annual budget process. After a contract has been executed, service demand may increase or decrease. Adjustments within the original scope of work may take place to the contracted revenue service days or hours that will affect the service pricing. The ICTC or the Provider may initiate a discussion to adjust the level(s) of service. If mutually agreeable, all parties may choose to renegotiate all, or a portion, of the contract for a rate modification. A service hour increase or decrease modification will be based on the fixed and or variable cost per hour in affect for that fiscal year, as agreed and submitted in the proposal.
submitted entitled “ICTC Consolidated Paratransit Services Technical proposal dated June 25, 2014. Contact rate modifications, subsequent extensions, agreement terms and subsidy are subject to the mutual agreement of both parties. Criteria for determining and evaluating the appropriateness of the modification or extension will rest with the ICTC Commission. Changes will not be made outside of the scope of work of this project. Changes will not be made to the contract during the first thirty (30) days of operation. Changes may not be made unilaterally or solely at the request of a passenger.

27. **EMPLOYEE WORK RULES**

Provider shall enforce the following employee rules:

27.1. **Uniforms** must be worn at all times when on duty and shall be clean and presentable at all times. Uniform designs, colors and ID tags are subject to ICTC approval.

27.2. Gratuities shall not be accepted. All cash shall go into the fare box without being handled by the driver, unless required by the passenger’s disability.

27.3. Supervisory, customer contact personnel and drivers shall have a thorough knowledge of ICTC services and service area and a basic knowledge of transfer locations for all ICTC routes and services.

27.4. **General Rules**

27.4.1. No one will be permitted to smoke, eat or drink aboard vehicles at any time. This includes passengers and staff.

27.4.2. Boisterous language, profanity or incivility to anyone shall not be allowed while Provider employees are uniform and on- or off-duty.

27.4.3. While in uniform, no Provider employee shall purchase, consume or be under the influence of any narcotic, intoxicant, or harmful drug.

27.4.4. Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.

27.4.5. All Provider employees are responsible for reporting any defects noted in any vehicle to the supervisor and maintenance department immediately. Drivers shall conduct a “walk-around” and an in-vehicle inspection of
their vehicle and fill out a form approved by ICTC for denoting the results of such inspection(s) daily. Drivers shall have maintenance or management personnel resolve any doubt about the safety of a vehicle prior to placing a vehicle in passenger service.

27.4.6. Employees may use vehicles only in accordance with their assigned duties.

27.4.7. Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.

27.4.8. No one shall be permitted to solicit on the vehicle.

27.4.9. No item longer than five (5) feet will be permitted on the vehicle.

27.4.10. All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to police, supervisory personnel, or other person(s) involved in the accident as required by law.

27.4.11. Persons under the influence of any intoxicant, narcotic, or harmful drug shall not be permitted on the vehicle.

27.4.12. Drivers providing service will be required to travel per daily dispatched routes and maintain time schedules. If it becomes necessary to leave the route, the dispatcher or immediate supervisor shall be notified immediately. No run shall be cut short.

27.4.13. Drivers will provide the assistance required to help elderly and disabled persons boarding and de-boarding vehicles, moving to their seat and/or maneuvering and securing wheelchairs. Under no circumstances will drivers enter a passenger’s residence or physically lift a passenger.

27.4.14. No vehicle shall be operated when its condition is unsafe or uncertain.

27.4.15. No driver shall operate the wheelchair lift until he/she has received the required training and if there is any doubt whosoever about the mechanical condition of the lift or safety of the passenger as a result
from using the lift. Wheelchair lift operation shall be in compliance with
the methodology recommended by the organizational equipment manual.

28. **ICTC POLICIES AND STANDARDS**

Provider will be required to meet ICTC transit service policies and standards in the operation of
ICTC’s paratransit services. Penalty payments shall be assessed in accordance with the Table of
Incentives and Penalties.

29. **CONFLICT OF INTEREST**

Provider covenants that it presently has no interest and shall not acquire any interest, direct or
indirect, which would conflict in any manner or degree with the performance of service required to be
performed.

30. **COMPLIANCE WITH INDUSTRY REGULATIONS, POLICIES AND LAWS**

Provider, by the submission of its Proposal, certifies that it shall operate the paratransit system
in compliance with ICTC operating policies, and with local, State and Federal ordinances, laws, and
regulations applicable to this service. This Agreement is financed in part with funding received under
§§5307 and 5311 of the Federal Transit Act. All services performed by Provider shall be performed in
accordance and full compliance with all applicable federal laws and requirements.

establish and implement a drug and alcohol testing program that complies with 49
655. Provider agrees to produce any documentation necessary to establish its
compliance with Part 655 and permit any authorized representative of the United States
Department of Transportation ("US DOT") or its operating administrations, the State
Oversight Agency of State of California or ICTC to inspect the facilities and records
associated with the implementation of the drug and alcohol testing program as required
under 49 CFR Part 655 and review the testing process. Provider further agrees to
annually certify its compliance with Part 655 to ICTC on or before January 15 of each
year this Agreement is in effect.
30.2. **Buy American Requirements** (49 U.S.C. §5323 (j), 49 CFR Part 661). Provider agrees to comply with 49 U.S.C §5323 (j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7 and include but are not limited to, final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, microcomputer equipment, software and small purchases (currently less than one hundred thousand dollars ($100,000)) made with capital, operating or planning funds. Separate requirements for rolling stock are provided in §5323 (j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent (60%) domestic content.

30.3. **Charter Bus Requirements/Charter Service Operations** (49 U.S.C. §5323(d), 49 CFR Part 604). Provider agrees to comply with 49 U.S.C. §5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.9. Any charter service provided under one of the exceptions must be “incidental” (i.e., it must not interfere with or detract from the provisions of mass transportation).

30.4. **School Bus Requirements/School Bus Operations** (49 U.S.C. §5323 (f), 49 CFR Part 605). Pursuant to 49 U.S.C. §5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Provider agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

30.6. **Clean Water Requirements** *(33 U.S.C. §1251).*

**30.6.1.** Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq. Provider agrees to report each violation to ICTC and understands and agrees that ICTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

**30.6.2.** Provider also agrees to include Paragraph 26.6.1 in each subcontract exceeding one hundred thousand dollars ($100,000) financed in whole or in part with Federal assistance provided by FTA.

30.8. Federal Changes (49 CFR Part 18). Provider shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any agreement between ICTC and FTA, as they may be amended or promulgated from time to time. Provider’s failure to so comply shall constitute a material breach of this Agreement.


30.9.1. Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. Provider agrees to report each violation to ICTC and understands and agrees that ICTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

30.9.2. Provider also agrees to include Paragraph 29.9.1 in each subcontract exceeding one hundred thousand dollars ($100,000) financed in whole or part with Federal assistance provided by FTA.


30.11. No Government Obligation to Third Parties. The Federal Government is not obligated to any third party pursuant to this Agreement.

30.11.1. ICTC and Provider acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to
ICTC, Provider or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

30.11.2. Provider agrees to include Paragraph 29.11.1 in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subprovider who will be subject to the provisions of that paragraph.


30.12.1. Provider acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and US DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, Provider certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, Provider further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Provider to the extent the Federal Government deems appropriate.

30.12.2. Provider also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with this Agreement that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Federal Government reserves the right to impose the penalties of 18

30.12.3. Provider agrees to include Paragraphs 29.12.1 and 29.12.2 in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subprovider who will be subject to the provisions.


The following requirements apply to Provider and its employees that administer any system of records on behalf of the Federal Government under this Agreement or any related contract.

30.13.1. Provider agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, Provider agrees to obtain the express consent of the Federal Government before Provider or its employees operate a system of records on behalf of the Federal Government. Provider understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of an agreement.

30.13.2. Provider also agrees to include Paragraph 29.13.1 in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.


Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the ADA, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, Provider agrees to comply with applicable Federal implementing regulations and other implementing regulations FTA may issue.

30.14.2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

A. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (“US DOL”) regulations, “Office of Federal Contact Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42, U.S.C. §2000e note), and with any applicable local, State or Federal statutes, executive orders, regulations, and local, State or Federal policies that may in the future affect construction activities undertaken in the performance of this Agreement. Provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms
of compensation; and selection for training, including apprenticeship. In addition, Provider agrees to comply with any implementing requirements FTA may issue.

B. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §5332, Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Provider agrees to comply with any implementing requirements FTA may issue.


30.14.3. Provider also agrees to include Paragraphs 29.14.1 and 29.14.2 in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

30.15. Transit Employee Protective Agreements (49 U.S.C. §§5310, 5311, and 5333, 29 CFR Part 215). Provider agrees to comply with applicable transit employee protective requirements. Provider also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30.15.1. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, Provider agrees to carry out the paratransit service operations work on this Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees.
employed under an agreement and to meet the employee protective requirements of 49 U.S.C. §5333(b), and US DOL guidelines at 29 CFR Part 215, and any amendments thereto. Theses terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project from which Federal assistance is provided to support work on an agreement. Provider agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. However, the requirements of this Paragraph 29.15.1 do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individual with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in Paragraphs 29.15.2 and 29.15.3.

30.15.2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities. Since this Agreement may involve transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on this Agreement, Provider agrees to carry out the performance of this Agreement in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), US DOL guideline at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the US DOL’s letter of certification to FTA, the date of which is set forth Grant Agreement of Cooperative Agreement with the state. Provider agrees to
perform transit operations in connection with the underlying contract in compliance with the conditions stated in that US DOL letter.

30.15.3. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-Urbanized Areas. Since this Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, Provider agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by US DOL or any revision thereto.

30.16. Incorporation of FTA Terms (FTA Circular 4220.1D). The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Provider shall not perform any act, fail to perform any act, or refuse to comply with any ICTC requests that would cause ICTC to be in violation of the FTA terms and conditions.


30.17.1. Provider agrees to provide ICTC, the FTA Administrator and the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Provider also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Provider access to Provider’s records and construction sites pertaining to
a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

30.17.2. Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

30.17.3. Provider agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Provider agrees to maintain same until ICTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

31. INDEMNIFICATION

To the furthest extent allowed by law, Provider shall indemnify, hold harmless and defend ICTC and each of its board members, officers, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by ICTC, Provider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Provider’s obligations under the preceding sentence shall apply regardless of whether ICTC or its board members, officers, employees, agents and volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of ICTC or its board members, officers, employees, agents and volunteers.
If Provider should subcontract all or any portion of the work to be performed under this Agreement, Provider shall require each subcontractor to indemnify, hold harmless and defend ICTC and each of its board members, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

**INDEPENDENT CONTRACTOR**

In all situations and circumstances arising out of the terms and conditions of this Agreement, Provider is an independent contractor, and as an independent contractor, the following shall apply:

32.1 Provider is not an employee or agent of ICTC and is only responsible for the requirements and results specified by this Agreement or any other Agreement.

32.2 Provider shall be responsible to ICTC only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to ICTC’s control with respect to the physical actions or activities of Provider in fulfillment of the requirements of this Agreement.

32.3 Provider is not, and shall not be, entitled to receive from, or through, ICTC, and ICTC shall not provide, or be obligated to provide, Provider with Worker’s Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

32.4 Provider shall not be entitled to have ICTC withhold or pay, and ICTC shall not withhold or pay, on behalf of Provider, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.

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

32.6 ICTC shall not withhold or pay, on behalf of Provider, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by Provider.

32.7 Provider is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICTC.

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

32. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by Provider without the prior written consent of ICTC.

33. CONTRACTUAL DISPUTE RESOLUTION

33.1. Disputes arising in the performance of the contract which are not resolved by agreement of the parties shall be decided in writing by the ICTC Board. Each party shall have the right to submit any unresolved dispute to mediation. If the parties cannot agree on a mediator to mediate the dispute. If mediation is not successful, the parties may pursue their remedies as they choose.

33.2. Unless otherwise directed by ICTC, PROVIDER shall continue performance under the contract while matters in dispute are being resolved.

33.3. The duties and obligations imposed by a contract and the rights and remedies available shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by either party shall constitute a waiver of any right or duty afforded any of them under the contract.

34. NOTICES AND REPORTS

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

PROVIDER
35. **ENTIRE AGREEMENT**

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

36. **MODIFICATION**

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

37. **CAPTIONS**

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

38. **PARTIAL INVALIDITY**

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

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

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

40. **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.

41. **CHOICE OF LAW**

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

42. **ATTORNEYS’ FEES AND COSTS**

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 attorneys’
fees as fixed by the court and his actual costs to be paid by the losing party.

43. **FORCE MAJEURE**

If any party fails to perform its obligation because of strikes, lockouts, labor disputes,
embargoes, acts of God, inability to obtain labor or materials, fuel shortages, government restrictions,
governmental regulations, governmental controls, judicial orders, enemy or hostile governmental
action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the
party obligated to perform, then that party’s performance shall be excused. However, Provider shall not
receive payment for vehicle service hour rate for vehicle service hours that are not provided, and shall
only be paid the mutually agreed direct and indirect monthly fixed price expenditures during the period
of time that service is not provided in the usual manner.

44. **AUTHORITY**

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

44.1. He/She is duly authorized to execute and deliver this Agreement on behalf of Provider;
44.2. Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of Provider and;

44.3. This Agreement is binding upon Provider in accordance with its terms.

Provider shall deliver to ICTC evidence acceptable to ICTC of the foregoing within thirty days of execution of this Agreement.

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

IMPERIAL COUNTY TRANSPORTATION COMMISSION: PROVIDER: FIRST TRANSIT INC.

By: ________________________________  By: ________________________________

Chairman  NICK PROMPONAS

ATTEST:

______________________________
CRISTI LERMA,
Secretary to ICTC

APPROVED AS TO FORM:

MICHAEL L. ROOD
County Counsel

By: ________________________________
GEOFFREY P. HOLBROOK
Senior Deputy County Counsel
2014 IVT Ride NEW Bus Image

- 2014 Champion Ford E-450 Chasis (regular gas)
- Complete ADA and Buy America Compliance
- Low Floor 24ft Cutaway Bus
- 12 Ambulatory + 3 Wheel Chairs OR 16 Ambulatory
- Easy Access Automatic Ramp
  - Self Leveling
  - Manual Capability
- Door Window Eliminates Blind Spot
- Roof Mount A\C
- Security Camera System
- Bike Racks
VI. ACTION CALENDAR

C. ICTC OVERALL WORK PROGRAM (OWP) AND BUDGET FY 2014-2015, AMENDMENT #1
September 5, 2014

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

SUBJECT: ICTC Overall Work Program (OWP) and Budget FY 2014-2015 Amendment #1

Dear Committee Members:

The Fiscal Year (FY) 2014/2015 Imperial County Transportation Commission (ICTC) Overall Work Plan (OWP) and Budget was presented and approved by the Commission on June 25, 2014. The OWP and Budget is divided into the core programs of Regional Transportation Planning and Programming, and, Transit Planning and Program Management.

This budget contains seven full-time positions to manage the programs and services. The full-time positions includes one office assistant, the 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 also includes funding for consultant services to continue to support the Commission’s administrative functions, i.e., accounts payable, accounts receivable, payroll, various program and fiscal audits, HR activities and legal counsel. In addition, consultant services are identified for our on-going planning, programming, and transit programs.

The attachment illustrates a draft of the requested Amendment #1 for the Commission. There have been changes in revenues and expenses in the Regional Transit Plans and Programs Budget. There are no changes in the Regional Transportation Planning Budget at this time. The result is an overall increase in revenue and expenses by 1%, or from $21,865,857 to $22,089,523. The changes are summarized as follows:

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

1. Decrease in the award for the Active Transportation Project (ATP) grant for the Heber ADA and bus stop improvements project
2. Increase in the receipt of the Local Transportation Fund (LTF) revenue
3. Increase in the receipt of the State Transit Assistance (STA) revenue
4. Increase in the Projected Fare Revenue
5. Increase in the funding from the Local Transportation Authority (LTA) for the Heber ADA and bus stop improvements project

Expenditures

1. Addition of the program service expense for the IVT RIDE consolidated paratransit services
2. Addition of the program capital expense for the IVT RIDE consolidated paratransit services
3. Reduction to the TDA Operating reserve

The contract negotiations relative to the implementation of the IVT RIDE service are underway as of the date of this letter. Final details relative to pricing for insurance and liability, performance measurements, as well as, fare pricing are expected to be finalized before the Commission meeting on September 24, 2014.

It is requested that the ICTC Management Committee recommend that the Commission take the following actions after receipt of public comment:

1. Approve the draft FY 2014-15 Budget Amendment Request #1

Sincerely yours,

MARK BAZA
Executive Director

MB/ksw/cl

Attachments
## PERIAL COUNTY TRANSPORTATION COMMISSION FUNDING SOURC

### REVENUES

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|   | FTA SEC 5307 (Urban) | $3,278,365 | $3,278,365 | 0% |

### STATE

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### LOCAL

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### TOTAL

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## EXPENDITURES

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</thead>
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<td></td>
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<td>X</td>
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<tr>
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<td>REVENUE STABILIZATION/ OPERATING RESERVE</td>
<td>$714,575</td>
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<td>BIKES AND PEDS Art 3</td>
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<td>TOTAL</td>
<td>$21,865,857</td>
<td>$22,089,523</td>
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D. MOU; ICTC-QUECHAN INDIAN TRIBE AND YCIPTA, TURQUOISE ROUTE #10 AND BLUE ROUTE #5
September 5, 2014

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

SUBJECT: Revised Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5

Dear Committee Members:

In 2012, ICTC staff entered into discussions, at the request of staff of the Quechan Tribe and YCIPTA, regarding the potential for a public transit route between Yuma AZ, the Winterhaven Ca. area, and El Centro, CA. Discussions ensued over the eight month period regarding operational issues including routing, scheduling, funding, access to bus stop locations and the continuation of travel once in El Centro on Imperial Valley Transit (IVT) for access to social service and commercial activities.

The project required the Boards of the three agencies to approve and give final direction on implementation for services. The Turquoise route started operation in January 2013. The business plan proposed twice daily roundtrips, three days a week on a YCAT bus. The new YCAT route offered travel opportunities that connected in El Centro to IVT intercity and intracity routes at 7th and State Streets. The price was established at a $2.00 one way fare.

It also recommended the discontinuance of the once a week, remote zone IVT trip from Holtville to Winterhaven operated on Wednesdays. ICTC contribution was the share of cost to operate the remote zone IVT route that was discontinued. The amount for FY 2012-13 was $10,000.

As a result of the new Moving Ahead for Progress in the 21st Century Act (MAP-21), it appears that FTA 5311(c) funding will no longer be available to the Quechan Indian Tribe in the future. 5311(c) funding is also known as the Tribal Transit Grant Funding Program and allowed the tribe to apply and be a direct recipient of public transit operational funding. Previously those 5311(c) funds were used to operate the Blue Route 5. Blue Route 5 is a circulator route with stops in the eastern Imperial County area and Yuma. ICTC has received a verbal request to share in the future cost to provide the service, as it does serve eastern Imperial County residents.
YCIPTA has requested an extension of the MOU for an additional year in order to continue operations. Upon approval of the revised MOU and Business Plan, ICTC will provide a participating dollar amount for FFY 2014-15 to subsidize operations of both routes. The newly agreed upon amount equals approximately $15,000.00 for FY 2014-15. ICTC would also receive performance data from YCIPTA in order to monitor the effectiveness and efficiency of the services and coordinate quarterly performance meetings with all parties to ensure proper oversight of the routes.

The current evaluations have determined that while modest, the Turquoise route #10 has shown a slight increase in ridership over the previous year. The ICTC and partner agencies will continue to monitor the performance to evaluate potential for continuing the service in FY 2015-16.

ICTC staff continues to support and recommends the participation in the revised MOU due to the increased access for Eastern Imperial County residents. However, ICTC will continue to meet with both agencies and continue to monitor both the Turquoise Route 10 and Blue Route 5, in cooperation with YCIPTA and the Quechan Tribe, in order to ensure the proper portion of funding is provided to supplement the service in eastern Imperial County.

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

1. Authorize the Chairperson to sign the Amendment the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority(YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California, effective July 1, 2014 through June 30, 2015 and provide a not to exceed subsidy to YCIPTA in an amount of $15,000.00.

Sincerely yours,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/ds
MEMORANDUM OF UNDERSTANDING BETWEEN THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, IMPERIAL COUNTY TRANSPORTATION COMMISSION AND QUECHAN INDIAN TRIBE FOR TRANSIT SERVICES IN EASTERN IMPERIAL COUNTY.

This Memorandum of Understanding (hereinafter “MOU”) made and entered into this ________ day of _____, 2014, by and between Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (hereinafter “YCIPTA”), Imperial County Transportation Commission, a regional transit and transportation planning agency and political subdivision of the State of California (hereinafter “ICTC”), and Quechan Indian Tribe (hereinafter “QUECHAN”). The terms “Party” or “Parties” shall mean the collective or individual participants of this MOU, as appropriate, who agree as follows:

I. Recitals

A. YCIPTA is the administrator of the public transit service in Yuma County, which is known to the general public as Yuma County Area Transit (“YCAT”) and provides public transit services within and between the Cities of Yuma, San Luis, Somerton, Arizona, the Cocopah Tribal Reservations lands, unincorporated Yuma County areas, and the Town of Wellton, Arizona; and whose primary objective is providing public transportation and has its principal office at 2715 East 14th Street, Yuma, AZ 85365.

B. ICTC is a public entity whose primary objective is regional transportation planning, including providing public transit services, and has its principal office located at 1405 N. Imperial Avenue, Suite 1, El Centro, CA 92243.

C. QUECHAN is a federally–recognized Indian Tribe whose primary objective is to provide funding for the provision of public transportation services to its tribal members and has its principal offices at 350 Picacho Road, Winterhaven, CA 92283.

D. ICTC has operated bus service from El Centro through Holtville to Winterhaven since 1989 as part of the Imperial Valley Transit (“IVT”) service; and

E. The Southern California Association of Governments (“SCAG”) and QUECHAN conducted studies which made recommendations to implement an improved level of transit service between Winterhaven and El Centro, CA; and

F. QUECHAN has implemented a three–way partnership with ICTC and YCIPTA to implement new transit service between Winterhaven and El Centro, CA and between Fort Yuma Indian Reservation, Yuma, AZ and Winterhaven, CA (“Service or eastern Imperial County transit services”) with YCIPTA as the operator of the Service and QUECHAN providing initial funding from a Federal Transit Administration (“FTA”) Tribal Transit Discretionary Grant received in 2011; and
G. In January 2013, ICTC discontinued the portion of IVT Route 3 service between Holtville and Winterhaven that operated on Wednesdays and subsequently provided an equivalent amount of funding to YCIPTA for the new Service implemented for a one (1) year demonstration period which ended on December 31, 2013. ICTC, QUECHAN and YCIPTA amended the MOU to continue the demonstration period to June 30, 2014. With the implementation of the Turquoise Route 10, the IVT Route 3 currently only operates from El Centro to Holtville.

H. QUECHAN and YCIPTA implemented Fort Yuma Indian Reservation, Yuma, AZ and Winterhaven, CA on June 2012 which provides connections to the YCAT system.

II. Scope of Services

A. General:

YCIPTA, in conjunction with ICTC and QUECHAN, has created an Operations and Implementation Plan which is titled “Eastern Imperial County Transit Operations Business Plan” as attached hereto as Exhibit A and incorporated by reference as though fully set forth herein. This Operations and Implementation Plan provides the framework for transit operations in eastern Imperial County.

YCIPTA will operate Blue Route 5 - Quechan Shuttle and Turquoise Route 10 – Interstate 8/El Centro/Yuma (collectively known as the eastern Imperial County transit services) using its own coach operators and equipment, in accordance with the schedule, route map and bus stop list described in Exhibit A.

B. Services Provided By YCIPTA:

1. YCIPTA shall serve as the lead Agency and be the administrator of this MOU ensuring the timely and proper execution of all terms and conditions.

2. YCIPTA shall provide public transit vehicles equipped with wheelchair lifts/ramps that meet all requirements of the Americans with Disabilities Act and California Air Resources Board requirements, and are clearly marked as YCAT/Yuma County Area Transit with a United States Department of Transportation number and name of the operator.

3. YCIPTA shall operate a transit bus service on Blue Route 5 and Turquoise Route 10 as specified in Exhibit A.

4. YCIPTA shall provide all supervisory staff necessary to ensure successful operations.

5. YCIPTA shall provide, at its own cost and expense, emergency response services including road call maintenance services and spare vehicles.
6. YCIPTA shall provide a detailed accounting with performance measures per the Transportation Development Act (“TDA”); an example of the necessary format is attached in Exhibit B and incorporated by reference as though fully set forth herein. YCIPTA’s reporting must be submitted to QUECHAN and ICTC within thirty (30) working days after the end of each month.

7. YCIPTA shall provide bus stop installation along the designated route, as outlined in Exhibit A, within Yuma County and Imperial County and bus stop maintenance in Yuma County, eastern Imperial County and the Fort Yuma Indian Reservation, as necessary.

8. YCIPTA shall provide bilingual customer services, including telephone information service and in-person customer service information at YCIPTA transit facilities, including Blue Route 5 and Turquoise Route 10 service on printed and published materials, posting Blue Route 5 and Turquoise Route 10 information and an IVT link on YCIPTA’s website, and a process for accepting and investigating all complaints and suggestions related to the Service.

9. All services shall comply with the FTA Section 5335 National Transit Database requirements.

10. YCIPTA will operate the eastern Imperial County transit services to the best of its ability, but the Parties recognize that the bus trips may be off schedule due to traffic, detours, accidents, strikes, Federal, State or locally–declared disasters and other events beyond the control of YCIPTA.

11. YCIPTA shall not be liable for such off schedule trips or missed trips that are beyond the control of YCIPTA.

12. YCIPTA shall affix a placard in the right hand corner of the bus windshield designating that eastern Imperial County transit services is operated by YCIPTA in cooperation with ICTC/Imperial Valley Transit and QUECHAN.

13. YCIPTA may utilize a third–party contractor to eastern Imperial County transit services. Utilization of a third–party contractor shall not relieve YCIPTA of any responsibility or liability under this MOU.

C. Services Provided By ICTC:

1. As needed ICTC shall coordinate the necessary bus stop placements, as designated by YCIPTA and agreed upon by all parties of this MOU, with the City of El Centro and Imperial County along the designated route, as outlined in Exhibit A.

2. ICTC shall provide customer services which shall include telephone information service, in-person customer service information at ICTC transit facilities, inclusion of Blue Route 5 and Turquoise Route 10 service on printed and published materials, posting of Blue Route 5 and Turquoise Route 10 information and a YCIPTA link on
ICTC's and IVT’s websites, and ICTC’s process for accepting and investigating all complaints and suggestions related to the Service.

D. Services Provided by QUECHAN:

1. QUECHAN shall install all the necessary bus stops, as designated by YCIPTA, along the designated route, as outlined in Exhibit A, within Fort Yuma Indian Reservation.

2. QUECHAN shall provide customer services which shall include telephone information service, in-person customer service information at QUECHAN designated facilities, inclusion of eastern Imperial County transit services service on printed and published transportation related materials, posting of eastern Imperial County transit services information, and QUECHAN’s process for accepting and investigating all complaints and suggestions related to the Service.

E. Services Provided By All Parties:

1. Representatives of each Party to this MOU shall meet in person or by conference call at least quarterly, or as necessary to discuss the service, scheduling, routing, marketing, connections, fares and other issues related to the Service, including, but not limited to, actual costs of Service and any necessary adjustments based on actual costs of Service. Such meetings shall be held in the second month of the quarter to discuss issues related to the preceding full quarter and any issues that may affect the Service in the future. YCIPTA will coordinate the scheduling of such meetings and will convene the meetings at a location as convenient as possible for the Parties. The representatives of the Agencies signing this MOU may modify the routing, schedule, fares and stops as long as each representative at the meeting provides written Agency authorization for such modification. YCIPTA shall be responsible for the necessary public hearings in accordance with FTA requirements.

III. Compensation, Reporting and Performance Standards

A. Payments to YCIPTA

ICTC will pay YCIPTA an amount not to exceed the annual subsidy amount of $15,000 to fund eastern Imperial County transit Services, to be paid in semi-annual installments of $7,500, and payable within thirty (30) days after receipt of invoice and supporting documentation from YCIPTA, as provided for in Section II.B.6 and reflected in Exhibit B. In no event shall ICTC be liable to YCIPTA for payments that exceed $15,000.

QUECHAN will pay YCIPTA an amount not to exceed the annual subsidy of $164,885.52 to operate eastern Imperial County transit services Service, to be paid based on revenue vehicle service hours as established through a separate MOU between

YCIPTA/ICTC/QUECHAN MOU: Page 4

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YCIPTA and QUECHAN, and such payments are due within thirty (30) days after receipt of invoice and supporting documentation from YCIPTA, as provided for in Section II.B.6 and reflected in Exhibit B. In no event shall QUECHAN be liable to YCIPTA for payments that exceed $164,885.52.

In no event shall QUECHAN be liable to YCIPTA for payments to be made by ICTC. In no event shall ICTC be liable to YCIPTA for payments to be made by QUECHAN.

B. Fare Revenue

YCIPTA shall retain all fare revenue collected, and shall reserve the sole right to establish the fare policy for this Service, but agrees to consult with ICTC and QUECHAN. YCIPTA must maintain a farebox ratio in accordance with the TDA.

C. Ridership Reports

YCIPTA will provide monthly performance reports for the eastern Imperial County transit services to ICTC and QUECHAN. The parties will coordinate the types of reports and its frequency at quarterly meetings. Reports shall include performance data and if necessary daily ridership (boardings and alightings) by route direction and bus stop locations further defined in Exhibit A.

D. Quarterly Surveys

In consultation with the other parties to this MOU, YCIPTA may conduct quarterly surveys or use other means agreed to by the Parties to determine the ridership levels and revenues by service increment of the eastern Imperial County transit services.

E. Performance Standards

The Services shall be subject to the performance standards as defined in Exhibit A and shall be evaluated by all Parties to determine cost effectiveness and feasibility for funding all or parts of Services or Route(s) currently in operation and their continuance beyond June 30, 2015. YCIPTA shall provide monthly reports to ICTC and QUECHAN tracking the performance standards as described above and further defined in Exhibit A.

IV. Fares and Passes

The Parties agree that the initial one-way regular cash fare for the eastern Imperial County transit services is defined in Exhibit A.
Any subsequent changes in the fares for this Service are within the sole jurisdiction of YCIPTA. However, YCIPTA shall solicit input from ICTC and QUECHAN prior to the implementation of any fare adjustment.

There will be no reciprocal transfer agreement between ICTC and YCIPTA services. YCIPTA shall inform passengers transferring to IVT services that full fare is required on IVT’s routes for travel within Imperial County. ICTC shall inform passengers transferring to YCAT services that full fare is required on Turquoise Route 10 for travel to Winterhaven, CA, Fort Yuma Indian Reservation or Yuma County, AZ.

V. Publicity and Marketing

YCIPTA shall conduct a marketing and information dissemination program, including the production of a brochure or Rider's Guide containing a timetable, designed to increase public awareness of the route and to stimulate ridership. ICTC and QUECHAN shall coordinate with YCIPTA regarding the marketing of this route.

Each Party agrees to submit to the other Parties any and all advertising, sales promotion and other publicity matter relating to the eastern Imperial County transit services wherein the Parties’ names are mentioned or language is used from which the connection of the Parties’ names therewith may, within reason, be inferred or implied. Each Party further agrees not to publish or use any such advertising, sales promotion or publicity matter relating to eastern Imperial County transit services without the prior written consent of the other affected Parties.

VI. Hold Harmless Agreement and Insurance

YCIPTA, ICTC and QUECHAN (Indemnitors) each hereby indemnify and hold the other Parties, including the other Parties’ respective members, agents, representatives, principals, employees, officers and directors (Indemnitees), harmless from and against any loss, damage or expense including, without limitation, reasonable attorneys’ fees, incurred or suffered by, or threatened against, an Indemnitee in connection with, or as a result of, any claim for death, personal injury or property damage brought by or on behalf of any third-party person, firm or corporation arising from or committed in the course of performing an Indemnitor’s obligations under this MOU, but only to the extent such claim arises from, or is caused by, any act or omission of an Indemnitor, and only to the extent such claim is not the result of any act or omission of such Indemnitee.

It is understood and agreed the Parties maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers’ Compensation shall contain a waiver of subrogation as to the other party and each of it’s board members, directors, officers, officials, employees, agents and volunteers. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of any Party under this agreement.
This section shall survive termination or expiration of this agreement.

VII. Term and Termination

A. The term of this MOU is for one (1) year commencing on July 1, 2014, and continuing until June 30, 2015. This MOU may be extended on an annual basis, upon mutual, written agreement of all of the Parties. Such an extension must be requested by April 30, 2015 and shall be determined and approved by all of the Parties no later than June 30, 2015.

B. Notwithstanding the provisions of this Section, the Parties may agree to extend this MOU for additional periods of time so long as such an extension is agreed to and memorialized in writing by all Parties.

C. Any Party may terminate its participation in this MOU for any reason, or no reason whatsoever, upon ninety (90) days written notification to the other Parties to this MOU.

D. In the event of termination of participation by a Party, the rights and obligations of the terminating Party, which by their nature survive termination of the Services covered by this MOU, shall remain in full force and effect after termination. Notwithstanding the above, the monthly payment obligation due as of the effective date of termination under Section III.A shall not survive termination. Compensation and revenues due from one Party to the other under this MOU shall be paid, loaned equipment and materials shall be returned to their respective owners, and the hold harmless agreements contained in Section VI shall remain in full force and effect.

E. The Parties acknowledge that this MOU is subject to cancellation pursuant to Arizona Revised Statutes (“A.R.S.”) § 38-511. The Parties agree that ICTC shall enjoy the same rights to terminate this MOU as YCIPTA enjoys under A.R.S. § 38-511.

F. Upon termination, YCIPTA will send a final invoice to the terminating Party within thirty (30) days of the actual date of termination. ICTC and QUECHAN shall remit final payment, in full, within thirty (30) working days of the date of said invoice.

VIII. General Provisions

A. Independent Contractor

No relationship of employer and employee is created by this MOU.

In the performance of its work and duties, YCIPTA is at all times acting and performing as a political subdivision of the State of Arizona and the administrator of the public transit service in Yuma County, which is known to the general public as YCAT, and whose sole purpose is to provide public transportation services. The other Parties to this MOU shall neither have, nor exercise, control or direction over the methods by which YCIPTA performs the Services pursuant to this MOU; provided, however, that YCIPTA
agrees that all work performed pursuant to this MOU shall be in strict accordance with currently approved methods and practices in its profession, the State of California and the Federal Transit Administration.

The sole interest of the Parties is to insure that such services are performed and rendered in a competent and cost-effective manner and in accordance with this MOU.

**B. Federal, State and Local Laws**

The Parties warrant that in the performance of this MOU, each Party shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.

This MOU is subject to a financial assistance contract between the Parties and the United States of America (“Federal Government”), acting through the Department of Transportation (“USDOT”), FTA, Arizona Department of Transportation (“ADOT”) and California Department of Transportation (“Caltrans”). The Parties shall at all times comply with all applicable FTA regulations, policies, procedures and directives including without limitation those listed directly or by reference in the procedures and directives including without limitation those listed directly or by reference in the FTA Master Agreement between the Parties and FTA and ADOT and Caltrans, as amended, and are incorporated herein by this reference. YCIPTA shall comply with these FTA requirements and as they may be amended or promulgated from time to time during the term of this MOU. The Parties shall not perform any act, fail to perform any act, or refuse to comply with any of the Parties’ directives, which would cause the Parties to be in violation of the FTA and/or Caltrans terms and conditions. The Parties’ failure to comply with these FTA requirements and the Parties directives shall constitute a material breach of this MOU. Federal Regulations are available at [http://www.fta.dot.gov/documents/20-Master.pdf](http://www.fta.dot.gov/documents/20-Master.pdf).

**C. No Conflict of Interest**

Each Party represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this MOU.

**D. Time of the Essence**

Time is of the essence in each and every provision of this MOU.

**E. No Consent to Breach or Waiver**

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether
express or implied, shall not constitute consent to, waiver of, or excuse for any other
different or subsequent breach.

F. Non-Assignment

No Party shall encumber, assign or otherwise transfer this MOU or any right or any
interest in this MOU without prior express, written consent of each of the Parties. A
consent to one assignment shall not be deemed to be a consent to any other assignment.
Any encumbrance, assignment or transfer of interest in this MOU without prior, written
permission or consent of the Parties, whether it be voluntary or involuntary by operation
of law or otherwise, is void and shall be just cause at the option of each Party to terminate
this MOU.

G. Force Majeure

This MOU may be suspended upon the written notification of one Party to all the others
when causes beyond the control and without the fault or negligence of the Party giving
notice irrevocably disrupt or render impossible that Party's performance of this MOU.
Further, none of the Parties shall be deemed in violation of this MOU if it is prevented
from performing any of its obligations by reason of labor disputes, embargoes, shortage
of material, acts of God, acts of the public enemy, acts of superior governmental
authority, weather conditions, riots, rebellion, sabotage or any other similar
circumstances for which it is not responsible or which is not in its control. These
provisions shall not apply to failures of QUECHAN or ICTC to pay the annual subsidies,
fees and charges herein specified.

H. Audit and Records

Each Party shall maintain books, accounts, records and data related to this MOU in
accordance with applicable federal and/or state requirements, and shall maintain those
books, accounts, records and data for five (5) years after the termination of this MOU.
For the duration of this MOU and for a period of five (5) years thereafter, either Party's
representatives and representatives of the United States Department of Transportation,
The Comptroller General of the United States and the Auditor General of the State of
California shall have the right to examine these books, accounts, records, data and other
information relevant to this MOU for the purpose of auditing and verifying statements,
invoices, bills and revenues pursuant to this MOU.

I. Notices

All notices under this MOU shall be deemed duly given upon delivery, if delivered by
hand, emailed, or three (3) days after posting, if sent by registered mail, return receipt
requested; to a party hereto at the address set forth herein or to such other address as a
Party may so designate by written notice pursuant hereto:
J. Amendment

This MOU may be amended at any time by mutual agreement of the Parties, but any such amendment must be in writing, dated, signed by duly authorized representatives of each Party to the MOU and attached hereto.

K. Entire MOU

This MOU, together with all subordinate and other documents incorporated by reference herein, constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by all Parties hereto. All prior agreements, representations, statements, negotiations, understandings and undertakings are cancelled and superseded hereby.

L. Authority

Each Party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each has been properly authorized and empowered to enter into this MOU. Each Party further acknowledges that it has read this MOU, understands it, and agrees to be bound by it.
M. Dispute Resolution

If a dispute arises between the Parties regarding the interpretation or enforcement of this MOU, the Parties agree to work together in good faith to resolve such dispute. If the Parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Requests for arbitration must be filed in writing with the other Parties to this MOU.

N. Governing Law

The laws of the State of Arizona shall govern this MOU as to validity, interpretation and performance.

O. Venue

The Parties agree that any and all legal actions or other judicial proceedings arising from or brought pursuant to this MOU shall lie in a Superior Court of Yuma County, Arizona, exclusively, and any such action or proceeding shall be maintained in Yuma County, Arizona.

P. Severability

If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected thereby and all other parts of this MOU shall be in full force and effect.

Q. Attorney's Fees

If any party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

R. Headings

The titles and headings contained in this MOU and the subject organization are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of this MOU.

S. Authorship

This MOU, and its terms and conditions, shall not be construed for or against a particular Party hereto by virtue of the authorship or drafting of the provisions hereof.

T. Successors and Assigns
Subject to the limitations upon assignment and transfer herein contained, this MOU shall be binding upon and inure to the benefits of the Parties hereto, their respective heirs, successors and assigns.

----SIGNATURES ON THE NEXT PAGE----
IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding this _____ day of ________________, 2014.

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By:___________________________________________
   John Andoh, Transit Director

ATTEST:

By:___________________________________________
   Carol Perez, Administrative Assistant

APPROVED AS TO FORM:

By:____________________________________________
   Wayne C. Benesch, YCIPTA Legal Counsel

IMPERIAL COUNTY TRANSPORTATION COMMISSION

By:____________________________________________
   Chairperson, Imperial County Transportation Commission

ATTEST:

By:___________________________________________
   Cristi Lerma, Secretary to the Commission

APPROVED AS TO FORM:

By:____________________________________________
   Geoffrey P. Holbrook, Senior Deputy County Counsel

QUECHAN INDIAN TRIBE

By:____________________________________________
   Keeny Escalanti, Sr., President

APPROVED AS TO FORM:

By:____________________________________________
   Frank R. Jozwiak, Tribal Attorney
Attachments:

- Exhibit A: Eastern Imperial County Transit services Operations and Implementation Business Plan
Eastern Imperial County Transit Services
Operations and Implementation Business Plan

Presented by:
Yuma County Intergovernmental Public Transportation Authority
October 2012
Amended October 2013
Amended July 2014
Eastern Imperial County
Transit Operations and Implementation Business Plan

Table of Contents

Section 1  Overview of Routes
            Statement of Purpose and Need

Section 2  Roles and Responsibilities

Section 3  Overview of Operating Plan & Funding

Section 4  Marketing and Outreach Plan

Section 5  Additional Details of Operating Plan

Exhibits  A. Schedules and Route Maps Effective July 1, 2014
Section 1

Overview of Proposed Routes
The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) on behalf of the Quechan Indian Tribe is proposing to operate the following transit services in eastern Imperial County effective July 1, 2014:

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<tr>
<th>Route Number/Name</th>
<th>Type of Route</th>
<th>Frequency Of Route</th>
<th>Peak Bus Requirement</th>
<th>Service Hours</th>
<th>Where Does Route Go?</th>
</tr>
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<tbody>
<tr>
<td>Blue Route 5</td>
<td>Rural Flex Route</td>
<td>60 minutes</td>
<td>1</td>
<td>7:15 am to 7:10 pm – Monday-Friday 9:15 am to 4:10 pm - Saturday</td>
<td>Flex route service in a counter clockwise direction within the Fort Yuma Indian Reservation and Winterhaven from Paradise Casino via Picacho Road and Interstate 8 to Andrade Port of Entry, Downtown Yuma Transit Center and Quechan Resort Casino.</td>
</tr>
<tr>
<td>Turquoise Route 10</td>
<td>Special Service</td>
<td>2 round trips</td>
<td>1</td>
<td>9:15 am to 11:30 am/2:00 pm to 5:30 pm Monday &amp; Wednesday 10:15 am to 1:30 pm/3:00 pm to 5:30 pm Saturday</td>
<td>Fixed route service from Yuma Palms Regional Center to downtown El Centro via Paradise Casino, Winterhaven, Quechan Casino Resort and Interstate 8 with service to Imperial Valley Mall on request.</td>
</tr>
</tbody>
</table>

Add column for # of Stops per route

These routes do not operate on Sundays and major holidays observed by YCIPTA. These holidays are: New Year’s Day, Dr. Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Saturday service operates on the Day after Thanksgiving, Christmas Eve and New Year’s Eve. One (1) bus will operate on each route for a maximum peak vehicle demand of two (2) in eastern Imperial County.

YCIPTA will oversee and operate these routes in conjunction with the Quechan Indian Tribe ("QUECHAN") and Imperial County Transportation Commission ("ICTC").

Under the California Transportation Development Act ("TDA"), new routes that are implemented could be exempt from the farebox recovery ratio requirements or other performance measures for three (3) years. Blue Route 5 would be treated as a new route for the purposes of the use of TDA funding effective July 1, 2014. Turquoise
Route 10 is in its second year using an exemption due to the route's inability to meet the 18% farebox recovery ratio standard established by ICTC.

This business plan will replace the Regional Connector Operations and Implementation Plan dated October 2012 and amended October 2013 due to the inclusion of the Blue Route 5 and the redesignation of the business plan to focus on eastern Imperial County transit services. The routes identified in the plan will continue to act as an extension of the Imperial Valley Transit (IVT) system and continue to replace the former IVT Route 3 between Holtville and Winterhaven, CA on Wednesdays. IVT Route 3 continues to operate west of Holtville to El Centro, Monday through Saturday.

**Purpose and Need**
The purpose of operating transit services in eastern Imperial County is to provide mobility for Winterhaven and Fort Yuma Indian Reservation residents and visitors within eastern Imperial County and to Yuma, Arizona. Three days a week, service would be extended to El Centro to access services at the County Seat, as well as other quality of life opportunities that are not available in Winterhaven.

Regional and local travel needs were identified. Regional travel needs include:

- Access to California State and Imperial County agencies and services in El Centro (DMV, courts, Imperial County Public Health Department, Imperial County Department of Social Services);
- Access to medical care in El Centro (health specialists, El Centro Regional Medical Center, Pioneer Memorial Hospital); and
- Access to medical care in San Diego, Phoenix (Phoenix Indian Medical Center), and Tucson.
- Access to destinations within Winterhaven and the Fort Yuma Indian Reservation

Two (2) studies were completed to assess the potential demand for improved service; Winterhaven Quechan Reservation Rural Connector Report (October 2007) and the Quechan – Tribal Transit Planning, Service Strategies Report (July 2011) and a recommendation was derived from these studies to provide a lifeline service connecting the Fort Yuma Indian Reservation with El Centro to provide additional access for the eastern portion of Imperial County with the County Seat.
Section 2
Roles and Responsibilities

YCIPTA - Operating and Contract Authority and Oversight: YCIPTA will use its present transit operations contractor (National Express Transit Services Corporation to operate both Blue Route 5 - Quechan Shuttle and Turquoise Route 10 – Interstate 8/El Centro/Yuma. However, YCIPTA reserves the right to replace the transit operations contractor with another company or entity as it deems appropriate and in its sole discretion.

YCIPTA will administer the operating contract; provide the legal operating authority for this transit service as well as umbrella operating insurance through its operations contractor. YCIPTA will receive monthly reports on project operations and program results, as prepared by the operations contractor. YCIPTA’s Project Liaison shall be the primary contact between the operations contractor, QUECHAN and ICTC.

YCIPTA Project Liaison - Planning, Contract Management and Marketing: YCIPTA shall designate its Transit Director or designee as the Project Liaison. The Project Liaison shall conduct daily interactions with the operations contractor, ensuring compliance with all contract terms and conditions, receipt and review of all reports required by the operations contractor, and the coordination of all marketing and promotional programs designed and implemented to support the routes. The Project Liaison will ensure the development and implementation of all programs so that employers, YCIPTA, the contractor, and other partners work together to maximize ridership and the overall effectiveness of the routes.

The Project Liaison shall be responsible for the review and payment of monthly subsidy statements provided by the transit operations and maintenance contractor.

ICTC – Supporting Role:
ICTC will provide a supporting role related to these routes, including providing recommendations to YCIPTA through technical and policy levels, marketing the service in Imperial County and contributing up to $15,000 of Transportation Development Act (“TDA”) Local Transportation Fund (“LTF”) Article 8(c) funds for a continuation of these routes.

QUECHAN – Supporting Role:
QUECHAN will provide a supporting role related to these funds, including providing recommendations to YCIPTA through technical and policy levels, marketing the route on the Fort Yuma Indian Reservation and contributing $150,000 of Federal Transit Administration (“FTA”) Section 5311(c) to operate these routes.
Section 3
Overview of Operating Plan

Route Plans
The transit service will cover two (2) routes, Blue Route 5, Quechan Shuttle operating between Yuma, Winterhaven and Fort Yuma Indian Reservation and Turquoise Route 10 between Yuma, Arizona, Winterhaven, California and El Centro via Interstate 8. The routes would be branded under the name Yuma County Area Transit (“YCAT”).

The routes and bus stop placement are subject to concurrence by QUECHAN, City of El Centro, Imperial County and ICTC. YCIPTA staff shall work with the staff from these agencies regarding route changes/development and to obtain approval to place a YCAT bus stop sign in their area of jurisdiction.

Bus stops in the City of Yuma and Fort Yuma Indian Reservation would be coordinated through YCIPTA’s existing encroachment permits for bus stops that are already in place in those jurisdictions.

Imperial Valley Transit (IVT) shall have priority use of its bus stops within the El Centro-Calexico Urbanized Area (UZA) as well as other areas of Imperial County served by IVT buses that YCAT would also serve and if a conflict arises where two (2) buses arrive at the bus stop at the same time, IVT’s use of bus stop shall take priority. IVT’s use of the bus stops shall not, however, unreasonably interfere with YCIPTA’s obligations under this Business Plan and other agreements between YCIPTA, City of El Centro, Imperial County, ICTC and/or QUECHAN.

Exhibit A includes the route map, bus stop list and schedules effective July 1, 2014.

The Blue Route 5 will travel 23.9 miles one way in a clockwise loop from Downtown Yuma Transit Center, through Fort Yuma Indian Reservation and Winterhaven, California serving 41 bus stops. The Turquoise Route 10 will travel 69.4 miles one way between Yuma, Arizona, and El Centro, California, serving 27 bus stops. Service Hours
The service hours, days and routes are outlined in Section One – Overview of Proposed Routes above.
<table>
<thead>
<tr>
<th>Description</th>
<th>Basic</th>
<th>Discount</th>
<th>Express</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ages 19-64 years old</td>
<td>Seniors age 65 &amp; older</td>
<td>Commuter routes for all fare categories</td>
</tr>
<tr>
<td></td>
<td>Youth ages 5-18 years</td>
<td>Persons with Disabilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>old without school ID</td>
<td>Medicare Card Holders</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADA Certified</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Student ages 5-18 years old with school ID</td>
<td></td>
</tr>
<tr>
<td>One Way</td>
<td>$2.00</td>
<td>$1.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>One Way (Using Smart Card)</td>
<td>$1.75</td>
<td>$0.75</td>
<td>$4.00</td>
</tr>
<tr>
<td>Day YCAT Pass</td>
<td>$5.00 (valued at 2.5</td>
<td>$2.50 (valued at 2.5 trips)</td>
<td>$12.50 (valued at 2.5 trips)</td>
</tr>
<tr>
<td></td>
<td>trips)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day YCAT Pass (Using Smart Card)</td>
<td>$3.50 (valued at 1.75</td>
<td>$1.75 (valued at 1.75 trips)</td>
<td>$10.00 (valued at 2.5 trips)</td>
</tr>
<tr>
<td></td>
<td>trips)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-Ride YCAT Pass (Use Smart Card)</td>
<td>$17.50 ($1.75 per</td>
<td>$7.50 ($0.75 per ride)</td>
<td>$45.00 (valued at $4.50 per ride)</td>
</tr>
<tr>
<td></td>
<td>ride)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-Day YCAT Pass (Use Smart Card)</td>
<td>$60.00 ($1.50 per</td>
<td>$30.00 ($0.75 per ride/20 days/2 trips each)</td>
<td>$150.00 (valued at $3.75 per ride/20 days/2</td>
</tr>
<tr>
<td></td>
<td>ride/20 days/2 trips</td>
<td></td>
<td>trips each)</td>
</tr>
<tr>
<td></td>
<td>each)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Express Fare Up-Charge</td>
<td>$2.25</td>
<td>$2.25</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- No transfers – use Day YCAT Pass or pay one–way fares.
- Cocopah Tribe members can ride free by showing their tribal ID card.
- AWC, UA and NAU students and employees can ride free by showing their student ID card with the current semester sticker.
- YPIC Charter High School and Aztec High School students and employees can ride free by showing their student or employee ID card with current semester sticker.
- YRMC and ACCT employees can ride free by showing their employee ID card.
- Children under 5 years old ride free – up to four (4) children; five (5) or more children pay discount fare.
- Smart Card Initial Fee - $2.00.
- Lost Smart Card Replacement Fee - $5.00.
- Yuma Sun or Imperial Valley Press newspaper on buses – $0.50.
- Class Pass - $45.00 (Up to 5 adults and 40 students @ $1.00 per ride).
- This fare structure would be applicable on the evening NightCAT service from AWC/NAU/UA.

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1 Fares are subject to change based upon the costs associated with YCIPTA’s operation of the route.
Ridership Forecasts
While the two studies identified in Section One – Purpose and Need above did not provide any ridership forecasts, based on historical data in regard to Blue Route 5 and Turquoise Route 10, YCIPTA staff projects that approximately fifty (50) passengers may ride Blue Route 5 each operating day and that approximately fifteen (15) passengers may ride Turquoise Route 10 each operating day.

Based on data from YCIPTA in regard to fiscal year 2012-2013, Blue Route 5 carried approximately 3.41 passengers per hour as this was the first full fiscal year of the route’s operation. (Blue Route 5 started on 6-1-2012).

Based on data from ICTC in regard to fiscal year 2011-2012, IVT Routes 3/300/350 carried approximately 3.75 passenger trips in the a.m. and 3.50 passenger trips in the p.m. on Wednesdays. With the transition to Turquoise Route 10, the route performance was 2.99 passengers per hour (translates to four passenger per trip on average each operating day).

In determining a forecast ridership number for the route, several factors should be considered. This includes reconciliation of passengers boarding from Winterhaven on IVT Route 3/300/350, the use of the demographic information in the Winterhaven /Quechan Reservation Rural Connector Report and Quechan Service Strategies Report and data from public workshops held by QUECHAN.

Fare Revenue Forecasts
Based on the projected ridership and historical data for each of the two routes and to take a conservative approach, the fare revenue forecast of $15,000 for Blue Route 5 and $5,000 for Turquoise Route 10 is projected. It is imperative that a fare structure is established to ensure the maximum farebox recovery in compliance with the TDA. As part of the performance measures, ICTC would review the farebox recovery ratio to ensure compliance with TDA requirements. The proposed farebox ratio and route classification requirements are defined below:

<table>
<thead>
<tr>
<th>Route</th>
<th>Proposed Classification</th>
<th>Route</th>
<th>Proposed Farebox Recovery Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Route 5</td>
<td>Rural Flex Route</td>
<td>Turquoise Route 10</td>
<td>12% (blended rural/urban)</td>
</tr>
</tbody>
</table>

Cost and Subsidy Projections
For the purposes of funding, the contributed FTA funding amount from QUECHAN, will be applied to the route and matched by TDA-LTF article 8(c) from ICTC. Since the FTA Section 5311(c) discretionary funds from the tribal transit program require a 10% local match, ICTC contribution provides that necessary 10% and is inflated by $4,409 from the prior contribution in FY 2012-2013 that was previously used in the operation of the IVT Route 3 extension from Holtville to Winterhaven, CA.

For cost and subsidy projections, see the charts below.
Performance Standards
Since ICTC would provide TDA-LTF Article 8 (c) funds as contributions to this new route, the following proposed performance standards would apply towards these routes, and YCIPTA would report these figures to ICTC and QUECHAN monthly. These reports may be reviewed by ICTC’s Social Services Transportation Advisory Council.
According to the TDA requirements, If the farebox recovery ratio remains below the established standard adopted, efforts must be made to modify the route(s) to improve performance within the three year time frame.
As necessary and required by the FTA, financial and non-financial data shall be collected and reported to the National Transit Database (NTD). YCIPTA would report miles both in the Yuma UZA and El Centro-Calexico UZA.

A re-evaluation of the routes shall take place in March 2015 to provide recommendations regarding the future of the routes to the governing boards of YCIPTA, ICTC and QUECHAN.

Per TDA requirements, a claimant (ICTC) may receive exemptions from the various ratio requirements for services provided to new areas or along new routes. The exemptions apply until the end of the second, full fiscal year of operation. If a claimant fails to meet a required ratio for a fiscal year, its TDA funding level will be reduced by the amount of required revenues that was not maintained.

**Fiscal Audits and Triennial Performance Audits**

Though ICTC payment of TDA funds to YCIPTA to fund a portion of these routes, YCIPTA will track its expense associated with the use of these funds, report it in its Basic Financial Statements each year and submit a copy of the report to ICTC before December 31 of the given funded year. ICTC will send a triennial performance auditor to audit this service and its performance measures.
Section 4  
Marketing and Community Outreach Plan

Branding, Marketing and Community Outreach  
Marketing to support these routes will be essential to its success. Consistent, coordinated marketing collateral and programs will be developed by YCIPTA, with input and assistance from ICTC and QUECHAN. The Marketing Plan will include printed ads, flyers, rack cards, media, coordination with employers and other advertising materials. The buses will be marketed and branded as YCAT routes.

The marketing program outlined above will be targeted in Yuma and Imperial Counties. YCIPTA, QUECHAN and ICTC will work to engage the support of residents in the Yuma, Fort Yuma and Winterhaven areas to help ensure project success and sustainability. The marketing program is funded by YCIPTA administrative budget and these costs are not reflected in the business plan.

- YCIPTA will focus the routes’ marketing efforts in Yuma County.
- ICTC will focus the routes' marketing efforts in Imperial County.
- QUECHAN will focus the routes' marketing efforts on the Fort Yuma Indian Reservation.

YCIPTA will have the YCAT Rider’s Guide distributed through its networks in Yuma County, including on YCAT buses. The routes will be included in YCAT Rider’s Guide, online at www.ycat.az.gov and on all YCAT marketing pieces. YCIPTA will seek vendors in El Centro to sell bus passes on behalf of YCIPTA. This includes El Centro City Hall and Circle K.

ICTC will have the Imperial Valley Transit Rider’s Guide distributed throughout Imperial County, on IVT buses and have information related to Blue Route 5 and Turquoise Route 10 operated by YCIPTA inside its Rider’s Guide, online at www.ivtransit.com and www.imperialctc.org and on appropriate IVT marketing pieces. In addition, signs will be placed on the IVT buses to promote the routes at ICTC discretion.

QUECHAN will have IVT and YCAT Rider’s Guides available for distribution throughout the Reservation, promote the routes through door-to-door distribution of information, placement of route information online, on Quechan Radio, on Casino bulletin boards and will allow the sale of IVT and YCAT bus passes at its retail enterprises and casinos on the Reservation.
Section 5
Additional Details of the Operating Plan
Daily operations of the routes are the responsibility of the contractor, as described in Section 2 Roles and Responsibilities, and managed through YCIPTA, consistent with the terms of the Operating Contract. The Project Liaison, as designated by YCIPTA, has the responsibility to ensure that the contractor complies with all terms of the Operating Contract. The Project Liaison also has the lead responsibility for development and implementation of the Marketing and Outreach Plan, to be accomplished with support from YCIPTA, QUECHAN and ICTC.

1. Transit Service Information
The schedules and route information will be maintained on the www.ycat.az.gov and www.ivtransit.com websites and available via the YCAT telephone information system at 928.783.2235 and the IVT telephone information system at 760.482.2900. Service will be noted as a YCAT service.

2. Dispatch
A dispatcher will be on duty to support all service hours of the program to ensure excellent customer service. Contingency plans must be made to reasonably accommodate for service delays due to weather, traffic and vehicle failure by the transit operations contractor.

Dispatchers must have a communications system in place with their drivers via two-way radio or cell phone (depending on distance). Under no circumstances should the bus operators use the communications system in such a manner as to endanger the lives of the passengers or in violation of any laws. YCIPTA intends to use radios from the Yuma Regional Communication System on Blue Route 5 and the San Diego-Imperial County Regional Communication System on Turquoise Route 10.

3. Spare Ratio
YCIPTA would be responsible for providing road support to the YCIPTA vehicle should the vehicle experience any maintenance difficulties. YCIPTA shall be responsible to ensure that a replacement vehicle is provided within sixty (60) minutes of a determination that a YCAT bus is inoperable, and that ample comfort, such as water, is provided on the vehicle on days with extreme temperature (115 degrees or higher) and when extended breakdowns occur.

4. Bus Operators
Bus Operators will be expected to be courteous, friendly and professional at all times.

Bus Operators shall be bilingual in English and Spanish to ensure that the distribution of information is available to both languages.

Bus Operator uniforms will be required to be consistent with the branding/marketing of YCIPTA transit services. Uniforms must be kept clean and ironed for a professional appearance at all times.
Bus Operator are prohibited from smoking in the vehicles. Smoking outside of the vehicles is also prohibited near the door of the vehicle or in the presence of customers. Eating is prohibited in front of customers or while driving.

Bus Operator breaks shall be established with dispatch according to transit operations contractor policy. Bus Operator breaks should never be allowed to disrupt customer service or routing.

Training shall be given to all Bus Operators so that clear expectations are in place to ensure excellent customer service. Bus Operators will keep the inside of the vehicles neat and tidy, i.e. picking up trash and newspapers left behind.

5. Vehicles
YCIPTA will provide two (2) vehicle types to operate the routes as outlined in this Business Plan. The vehicles used on these routes can carry up to 32 seated passengers, is 34 feet in length and have up to two (2) wheelchair tiedown spaces. To comply with the California Air Resources Board (“CARB”) requirements, YCIPTA will only operate vehicles in California with a level 3 diesel particulate trap. YCIPTA currently has nine (9) of these buses called the El Dorado National Passport, a low floor cutaway vehicle on a medium duty chassis. Furthermore, the bus is durable for highway travel. In addition, YCIPTA has six (6) 21-foot El Dorado National Aerolite buses which may also be used on these routes as these buses seat six (6) to eight (8) passengers and has up to two (2) wheelchair tiedown spaces, which uses gasoline fuel and are exempt from the CARB Transit Fleet Rule.

Vehicles must be kept clean. Mechanical and cosmetic repairs must be prompt. There should be a spare vehicle that would easily fit into the program when one of the main vehicles is out for maintenance. All YCIPTA vehicles are ADA compliant and use a low floor ramp for the loading/unloading of mobility devices.

These types of vehicles will provide the most passenger comfort and meet passenger demand. Their size and relative maneuverability will be better suited for the identified routes than larger vehicles, such as transit buses. They will also be more cost effective to operate than larger transit buses.

The Passport buses features two (2) bicycle spaces, electronic destination signs, farebox, smart card system and security cameras. The Aerolite buses features manual destination signs, farebox and smart card system (only on two of these buses).
Pictures of the buses used on these routes are below:

Maintenance of the buses will take place at the YCAT bus facility located at 2715 East 14th Street, Yuma, Arizona.

6. Customer Service
Customer service, marketing and safety are paramount to the success of this program. Service and mechanical failures will be logged and used as a tool by the contractor to ensure quality control and maintenance standards. On board customer surveys will be used to help guide route improvements and to adjust marketing plans, as appropriate.

7. Schedules
Schedules are defined in Exhibit A and are subject to change. Schedules have been developed to ensure that there are no conflicts between YCAT and IVT buses at all shared bus stops in El Centro.

8. Newspapers
Yuma Sun newspapers on Blue Route 5 and Imperial Valley Press on Turquoise Route 10 would be placed, Monday through Saturday, under an existing arrangement. As it
relates to the Imperial Valley Press, a newspaper box will be placed at El Centro Regional Bus Transfer Terminal to allow YCIPTA to obtain newspapers.

9. Transfer Agreements
At the present time, passengers transferring to IVT would be required to pay a full fare as if they transferred back to YCAT.

10. Complementary ADA Paratransit Program
Blue Route 5 is treated as a flex route and is exempt from the ADA paratransit requirement since flex routes are treated as "general public demand response services" under the 49 C.F.R. Part 37 of Federal Regulations. The route deviation component is available to all passengers for an additional $2.00 fare unless passengers board at specific bus stop locations defined by YCIPTA. Turquoise Route 10 has been designated as a commuter route under 49 C.F.R. Part 37 of Federal Regulations, therefore ADA complementary paratransit requirements do not apply. Passengers requesting ADA paratransit service would either ride YCAT OnCall in Yuma County or IVT Access in Imperial County, both within a ¼ mile radius of a non-commuter or flex bus route. Timed connections between the paratransit services and these routes would be established. YCIPTA allows for free transfers between YCAT OnCall and YCAT fixed route buses for these patrons.

11. Former Route 3 to Winterhaven
It is YCIPTA’s and QUECHAN’s desire that ICTC continue the discontinuance of Route 3 east of Holtville.

12. The Future
With the transition of ICTC funding to cover all eastern Imperial County transit services, ICTC would start taking a more active role in the planning and operation of transit services in eastern Imperial County. Under Moving Ahead with Progress for the 21st Century (MAP-21), Tribal Transit funding was reduced to the extent that Quechan Indian Tribe will only be eligible for formula funding unless the Quechan Indian Tribe applies for capital expenses (excluding preventative maintenance). It is estimated that Quechan Indian Tribe will receive $15,324 on an annual basis for the foreseeable future.

Starting with Federal Fiscal Year 2014 (FY 2015-2016), the Quechan Indian Tribe would need to request a minimum of $146,251.63 from ICTC to continue transit services at the present levels. This is due to not being able to use discretionary Tribal Transit funds for operations. Of this $146,251.63, potentially $77,353.68 would be FTA Section 5311 funds from California and $68,515 in local match would be needed to fund just the marginal operating costs of National Express. YCIPTA would continue to use FTA Section 5307 allocated to the Winterhaven area, FTA Section 5311 allocated by ADOT to the small portion of the reservation that is still in Arizona, plus YCIPTA generated match, fare revenue collected from the routes and Quechan Business Enterprises parking lot
in-kind revenue to cover these expenses not included in the per hour rate. Exhibit B provides an estimated funding plan for these routes.

A comprehensive review of these routes would occur in Spring 2015, prior to the YCIPTA, QUECHAN and ICTC budget planning to determine the appropriate level of transit service and population in eastern Imperial County as compared to central and northern Imperial County. This review will also take into consideration need in eastern Imperial County and the routes’ ability to meet TDA and MOU specific performance measures.

Any continuation of transit services beyond June 30, 2015 at the present levels will require additional contributions by ICTC. If service reductions are to occur based on available funding by QUECHAN, YCIPTA and ICTC that are known today, public hearings for route changes would take place in May 2015 as part of the adoption of the YCIPTA fiscal year 2015-2016 operating and capital budget with the route changes taking effect on July 1, 2015. There will be a small carry forward of the Tribal Transit grant funding which would be able to cover potentially two months of YCAT service in eastern Imperial County at the current service levels in fiscal year 2015-2016. To assist in the determination of future service levels and contribution shares by all parties for fiscal year 2015-2016 ICTC will minimally need from YCIPTA a sample of daily ridership data (boardings and alightings) by route direction and bus stop locations during the months of January through March 2015. The sample of data shall be agreed to by all parties prior to December 15, 2014. The sample of daily ridership data should be provided to all parties by April 17, 2015. This would allow a comprehensive analysis of recommended service levels, contribution shares, and funds available for fiscal year 2015-2016.